

## Criterion 2. Integrity: Ethical and Responsible Conduct



*The institution acts with integrity; its conduct is ethical and responsible.*

### **Core Components**

- 2.A. The institution operates with integrity in its financial, academic, personnel, and auxiliary functions; it establishes and follows policies and processes for fair and ethical behavior on the part of its governing board, administration, faculty, and staff.
- 2.B. The institution presents itself clearly and completely to its students and to the public with regard to its programs, requirements, faculty and staff, costs to students, control, and accreditation relationships.
- 2.C. The governing board of the institution is sufficiently autonomous to make decisions in the best interest of the institution and to assure its integrity.
- 2.D. The institution is committed to freedom of expression and the pursuit of truth in teaching and learning.
- 2.E. The institution's policies and procedures call for responsible acquisition, discovery and application of knowledge by its faculty, students, and staff.

# Assurance Argument – Criterion Two

## 2 - Integrity: Ethical and Responsible Conduct

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The institution acts with integrity; its conduct is ethical and responsible.

### 2.A - Core Component 2.A

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The institution operates with integrity in its financial, academic, personnel, and auxiliary functions; it establishes and follows policies and processes for fair and ethical behavior on the part of its governing board, administration, faculty, and staff.

#### Argument

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Central Michigan University takes seriously its responsibility to abide by the laws and regulations of the state of Michigan, the federal government, and other governing and regulatory bodies. The Office of General Counsel maintains the BOT Bylaws; the **Board Policy Manual**; and the Administrative Policies, Procedures, and Guidelines Manual (**Evidence: Board Policy Manual Table of Contents**). The Office of General Counsel advises university officials on the law's effect on university policy and business decisions, receives and reviews contracts, provides consultation on academic and administrative matters that have legal implications, and handles all litigation and administrative agency proceedings involving the university.

Additional offices and resources that ensure the highest standards of integrity at CMU include the Office of Internal Audit, the Office of Research Compliance, the Office of Civil Rights and Institutional Equity (OCRIE), and the Office of Student Disability Services. Internal Audit was established in 1963 to assist the BOT in fulfilling its responsibility for continuing oversight of the management of the university. **Internal Audit** is an important tool in the maintenance of the integrity, efficiency, and effectiveness of financial and other management control systems (**Evidence: Internal Audit**). CMU has contracted with an independent third party to provide employees an anonymous and confidential mechanism for reporting activities that may include financial misconduct via the **CMU Ethics Hotline (Evidence: Ethics Hotline)**. The **Office of Research Compliance** supports several boards/committees that provide oversight of research and that ensure faculty and other researchers observe the highest standards of professional conduct in all scholarly, research, and creative activities (**Evidence: Research Compliance**). There are various mechanisms to report a research concern, and all cases of research misconduct or noncompliance are thoroughly investigated.

The OCRIE supervises the maintenance of reports and records of employee and student concerns related to discrimination, provides and develops related educational programs and materials, offers guidance and advice to all community members on the university's non-discrimination and affirmative action policies and procedures, assists departments with recruitment and retention activities, and receives, investigates, and resolves complaints of discrimination from students, employees, and others (**Evidence: OCRIE**). The policies and services associated with OCRIE

are discussed in detail in the Federal Compliance Document. The **Office of Student Disability Services** provides students with disabilities the academic accommodations and auxiliary aids necessary to ensure access to all university services, programs, and activities (**Evidence: Student Disability Services**).

CMU conducts its business openly and transparently by posting information on the public website ([www.cmich.edu](http://www.cmich.edu)) and by complying with the requirement of the Michigan Constitution that formal sessions of the BOT be open to the public. CMU operates with integrity in its financial, academic, personnel, and auxiliary functions, as evidenced by the policies that follow. Should a breach in ethical conduct occur, CMU acts quickly and fairly to remedy the problem and establishes policies and/or procedures to prevent subsequent occurrences.

*Integrity in Financial Functions.* The university has received unqualified (clean) external audit opinions of its financial statements in each of the past ten years (<https://www.cmich.edu/fas/fsr/OAC/AccSvcs/AccYear-End/Pages/Financial-Reports.aspx>). CMU has not had any findings or questioned costs or material weaknesses in the processing of financial aid for more than ten years, with the exception of two very minor findings which were readily corrected: one in **FY2014 (Evidence: Schedule of Findings FY2014)** and one in **FY2015 (Evidence: Schedule of Findings FY2015)**. All financial records are available to the public through the CMU website.

In addition, the university has a functioning **Fraud Reporting Policy**, approved by the BOT in 2004, to which all employees are expected to adhere (**Evidence: Fraud and Fraudulent Activities Policy**). As mentioned earlier, a CMU Ethics Hotline provides a confidential means for employees to report suspected financial misconduct.

*Integrity in Academic Functions.* The Office of Student Affairs ([https://www.cmich.edu/ess/studentaffairs/Pages/Other\\_Links\\_of\\_Interest.aspx](https://www.cmich.edu/ess/studentaffairs/Pages/Other_Links_of_Interest.aspx)) publishes the policies on **Academic Integrity (Evidence: Academic Integrity Policy)** and the **Code of Student Rights, Responsibilities and Disciplinary Procedures (Evidence: Code of Student Rights, Responsibilities and Disciplinary Procedures)**. In addition, the Liaison Committee on Medical Education (LCME) requires the College of Medicine (CMED) to have an **Office of Student Affairs** that develops and enforces policies on grade grievances, student conduct, and disciplinary procedures (**Evidence: CMED Office of Student Affairs**). Additional information on academic and research integrity are detailed in Core Component 2.E.3.

*Integrity in Personnel Functions.* The university has personnel policies and procedures that guide its interactions with faculty, staff, and student employees. These policies are readily accessible to all employees and are implemented fairly and consistently by **Faculty Personnel Services (Evidence: Faculty Personnel Services Policies)**, **Human Resources (Evidence: Human Resources Policies)**, and **Student Employment Services (Evidence: Student Employment Services)**.

In addition, the university adheres to established fair and ethical employment policies and processes for its faculty and staff members, as evidenced by its adherence to **collective bargaining agreements, with eight represented employee groups and policies outlined in**

**employee handbooks** for two employee groups that are non-unionized (**Evidence: Represented Group Contracts and Handbooks**). The CMED faculty are not a part of the faculty union; however, they have their own Medical Faculty Employment Handbook.

The safety of faculty, staff, students, and visitors is protected by the policies and services of the **Office of Risk Management (Evidence: Risk Management)** and **Environmental Health and Safety (Evidence: Environmental Health and Safety)**. These offices strive to ensure that CMU is a safe place to work, learn, and visit. CMU has developed a comprehensive set of policies to ensure safe workplace practices, including emergency management and tobacco-free campus. A safety hotline (989-774-8080) is a service provided by Environmental Health & Safety to receive anonymous safety concerns regarding CMU's campus.

*Integrity in Auxiliary Functions.* Auxiliary functions include Intercollegiate Athletics, Public Broadcasting, University Recreation, and Residences and Auxiliary Services. As with all university units, breaches of integrity are dealt with according to internal policies. Two units also report to external agencies.

Athletics at CMU competes in Division I (FBS for football). The institution complies with all NCAA, Mid-American Conference, and institutional rules and policies. In its history, CMU has never had a major violation of NCAA rules. At the same time, CMU has a history of self-reporting **minor violations to the NCAA** through its Athletics Compliance Office (**Evidence: Athletics Compliance**).

CMU's Public Broadcasting provides an annual financial report to the Corporation for Public Broadcasting.

*Fair and Ethical Policies and Processes for the BOT, Administration, Faculty, and Staff.* The CMU Board of Trustees makes all its decisions in public formal sessions for which the **agendas are posted online** in advance of each meeting. Committee meetings, except for the Audit Committee, are also open to the public. BOT meeting agendas and minutes for the past six years are available on the BOT website. Minutes for all meetings since 1964 are available online through the CMU Online Digital Object Repository in the Clarke Historical Library. Agendas for meetings longer than six years ago are readily available from the Secretary to the BOT (**Evidence: Board of Trustees Agendas and Minutes**).

The university has available online a **manual of policies, practices, and regulations** that have been approved by the BOT, which guides its operations (**Evidence: Board Policy Manual Table of Contents**). The BOT, all administration, all faculty, and staff employees are subject to the Board policies. Administrators are subject to the **administrative policy manual (Evidence: Administrative Policies Procedures Guidelines)** well as an applicable human resources manual including the Senior Officer and Professional & Administrative Handbooks.

One of the policies promulgated by the BOT is the university's **Non-Discrimination Policy (Evidence: Nondiscrimination Policy)**, which prohibits unlawful acts of discrimination or harassment within the university community and goes beyond statute to also prohibit discrimination or harassment based on a number of additional characteristics. Complaints are

reported to and investigated by the Office of Civil Rights and Institutional Equity, whose executive director is also the Title IX Coordinator for the university. Procedures and processes for investigation are included in the CMU Equal Opportunity and Affirmative Action Protocol, adopted in 1999 and last updated in 2011, and a comprehensive Sexual Misconduct Policy, adopted in early 2015 in accordance with the federal Violence Against Women Reauthorization Act and the Campus Sexual Violence Elimination Act.

## 2.B - Core Component 2.B

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The institution presents itself clearly and completely to its students and to the public with regard to its programs, requirements, faculty and staff, costs to students, control, and accreditation relationships.

### Argument

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The institution presents itself clearly and completely to its students and to the public primarily through its main website (www.cmich.edu). In addition, information that is particularly relevant to prospective students is available at a website called go.cmich.edu. The “go” site contains, for example, information about academic programs, the requirements for application, helpful checklists, and cost information including tuition and financial aid.

*Academic Information.* In addition to the “go” site, information about academic programs is available in the academic bulletins (www.bulletins.cmich.edu), which list all academic program requirements, scholarships and financial aid, tuition and fees, calendar, grading, admissions, refund policies, and other requirements. These bulletins are available online. The academic bulletins (both hard copy and online) also contain listings of university faculty and staff, the year of hire, and credentials. College and department websites also present information on each program, including program requirements and criteria for admission, retention, and dismissal. Department websites include detailed information on faculty and staff.

*Cost.* CMU provides consumer information to current students, prospective students, their families, and the general public, both electronically and in print. The academic bulletins are the primary print resource for students. The Office of Scholarships and Financial Aid website includes notifications and information required to be published under Title IV. The **National Center for Education Statistics** website (<http://nces.ed.gov/collegenavigator/?q=central+Michigan+university&s=all&id=169248>) includes, but is not limited to, retention rates, graduation/completion for the student body by gender and ethnicity, receipt of Pell grants, cost of attendance, list of academic programs and completion numbers, composition of faculty (full time/part time), accrediting agencies, loan default rates, and crime statistics (**Evidence: College Navigator - Central Michigan University**). Similarly, the following information is available on the **White House College Scorecard** website (**Evidence: US Dept of Ed College Scorecard – CMU**) six-year graduation rate, cost of attendance, loan default rate, median borrowing, and employment.

Control. The main CMU web page ([www.cmich.edu](http://www.cmich.edu)) clearly presents a description of university leadership. Links to the Office of the President, Office of the Provost, and other divisions provide additional detail and direction.

CMU has a “Budget Performance and Transparency Reporting” icon (Michigan map) on its main website home page, which takes readers to links to information about financial control—such as annual operating budgets, personnel expenditures, and audits and financial reports—as well as other types of control, such as campus security policies and crime statistics.

The Safety-Information-and-Alerts link on the Campus Police web page connects to the university’s most recent Annual Security/Fire Safety Report, which incorporates among other information crime statistics reporting in compliance with the Student Right to Know and Campus Security Act of 1990 (Clery Act). In addition to being available online, this annual security report is available in hard copy at the CMU Police Department, Office of Student Conduct, Office of Residence Life, CMU Welcome Center, Ticket Central, and the Admissions Office.

Accreditation. The university provides information about the relationship with all regional and specialized accrediting bodies on the Academic Effectiveness web pages and in the online and paper academic bulletins.

Central Michigan University was first accredited in 1915 by the North Central Association of Colleges and Schools (NCA) as Central State Teachers College and has been accredited since, with the exception of 1922-23. The current accrediting body is now known as the **Higher Learning Commission (Evidence: HLC Statement of Accreditation Status)** and is recognized by the United States Department of Education.

Many CMU programs are accredited by one or more specialized accrediting organizations. All accredited programs report their accreditation status on their web page and in the academic bulletins. If the program leads to licensure or certification, results of those tests are presented on the program website. The most recent action letter and comprehensive evaluation report for each specialized accrediting agency are linked to the **Table of Specialized Accreditation** and to the agency abbreviation below (**Evidence: Specialized Accreditation Table**).

## **2.C - Core Component 2.C**

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The governing board of the institution is sufficiently autonomous to make decisions in the best interest of the institution and to assure its integrity.

1. The governing board’s deliberations reflect priorities to preserve and enhance the institution.
2. The governing board reviews and considers the reasonable and relevant interests of the institution’s internal and external constituencies during its decision-making deliberations.
3. The governing board preserves its independence from undue influence on the part of donors, elected officials, ownership interests or other external parties when such influence would not be in the best interest of the institution.

4. The governing board delegates day-to-day management of the institution to the administration and expects the faculty to oversee academic matters.

## Argument

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### **2.C.1. The governing board's deliberations reflect priorities to preserve and enhance the institution.**

The business and affairs of the university are governed by the Board of Trustees in accordance with its bylaws. The Board of Trustees has all of the powers afforded it by the **Constitution of the State of Michigan**, Act 48 of Michigan Public Acts of 1963 (second extra session; MCL 390.551 et seq), and any other legislation conferring powers upon the Board (**Evidence: Michigan Constitution**).

The constitutional number of trustees of the university is eight trustees who are appointed by the governor of the state of Michigan with the advice and consent of the senate for eight-year terms as set forth by law. In addition, the President of the university is *ex officio* a non-voting member of the Board of Trustees.

In its deliberations, the governing board acts in the best interest of the university and its students as reflected in the Vision, Mission, Core Values, and Strategic Priorities of the institution.

### **2.C.2. The governing board reviews and considers the reasonable and relevant interests of the institution's internal and external constituencies during its decision-making deliberations.**

The university is a member of the Association of Governing Boards (AGB), the leading national association for higher education governing boards and their members. Each year, several trustees attend workshops and sessions at the National Conference on Trusteeship. Trustees also receive *Trusteeship* magazine and other AGB publications and information, as appropriate, to assist them in staying current about higher education and the issues facing institutional governing boards.

Trustees meet regularly with members of the Trustees-Faculty Liaison Committee and Trustees-Student Liaison Committee to discuss and receive information about issues that are important to these internal constituencies. Two public comment periods are available at every Board of Trustees meeting: one for items appearing on the agenda of that particular meeting and one period for items that do not appear on the meeting agenda. Adding to the accessibility of trustees to receive opinions and comment from internal and external constituencies, contact information for trustees is published on the institution's website.

### **2.C.3. The governing board preserves its independence from undue influence on the part of donors, elected officials, ownership interests or other external parties when such influence would not be in the best interest of the institution.**

The Central Michigan University Board of Trustees retains constitutional autonomy under the Michigan Constitution, preserving its independence from undue influence. Upon appointment

and confirmation, trustees take an Oath of Public Office swearing to uphold the Constitution of the United States and of the state and to faithfully discharge the duties of their office.

**Board Bylaws** Article X, Section 4, states, “Board members shall avoid participating in decision-making processes involving conflict or apparent conflict of interest. Board members shall not vote on any issue involving conflict of interest and may participate in the discussion on such matters only at the request of other members of the Board” (**Evidence: Board of Trustees Bylaws**).

In addition, the Board of Trustees has approved a university **Conflict of Interest Policy**, which is applicable to all employees and trustees (**Evidence: Conflict of Interest Policy**). It states in part, “All employees (faculty/staff) and members of the Board of Trustees of Central Michigan University serve a public interest role and must conduct all affairs of the University in a manner consistent with this concept. Decisions made in the course of employment or as an official or representative of the University are to promote the best interests of the University. This policy is designed to foster high ethical standards of performance by ensuring that actual or apparent conflict of interest situations are avoided.” Annual conflict of interest questionnaires are completed by each trustee and senior officers.

Board meeting minutes reflect occasions when individual **trustees have recused** themselves from votes on particular items for which they believe there exists a real or perceived conflict of interest (**Evidence: Examples of Trustee Recusal**).

#### **2.C.4. The governing board delegates day-to-day management of the institution to the administration and expects the faculty to oversee academic matters.**

According to BOT Bylaws Article IV, Section 1, administrative officers of the university shall carry out Board policy and attend to the general administration of the university. Section 2 of this article specifies that the President shall be the chief executive officer of the university.

Bylaws Article V defines the responsibilities of the Board and the authority that the Board reserves to itself. Bylaws Article VI defines the authority delegated to the President, including “authority over all matters not specifically reserved to the Board.” One of the primary responsibilities of the Board is to hire and evaluate the President. Every three years, the Board performs a comprehensive evaluation of the President, which involves seeking input from multiple constituents.

At its meeting of April 27, 1964, the BOT approved the constitution of the **Central Michigan University Academic Senate**, thereby approving the creation of a legislative body in the university in which representatives of the faculty, students, and academic leadership can deliberate in the determination of academic policies authorized by this constitution, subject to the approval of the university President and the BOT (**Evidence: Academic Senate Constitution**).

## 2.D - Core Component 2.D

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The institution is committed to freedom of expression and the pursuit of truth in teaching and learning.

### Argument

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The university explicitly encourages the free flow of ideas and recognizes that the intellectual growth of its students requires them to be exposed to vigorous debate and differing points of view on a variety of issues. The University Academic Senate at its meeting of February 8, 2005, endorsed the principles of academic freedom and urged the university to adopt the statement of principles put forth by the American Association of University Professors (AAUP). The university adopted those general principles and established an official policy on **Academic Freedom**, affirming its commitment to academic freedom and free speech and its commitment to upholding such freedoms in the face of external actions or decisions that might threaten such freedoms (**Evidence: Academic Freedom**).

The **Code of Student Rights, Responsibilities and Disciplinary Procedures (Evidence: Code of Student Rights Responsibilities and Disciplinary Procedures)** speaks directly to freedom of expression of students: “Free inquiry and free expression are essential attributes of a community of scholars. The freedom to learn depends upon appropriate opportunities and conditions in the classroom, on the campus generally, and in the community at large.” The Code explicitly states that students have the right to editorial freedom in student publications. *Central Michigan Life*, the student-run newspaper, receives monetary support as well as faculty advising from the university but is editorially independent. It is frank and often critical in its opinions about university operations.

The agreement between the **CMU Faculty Association (Article 14)** and the university speaks to freedom to teach and conduct research without arbitrary interference in the context of tenure (**Evidence: CMU CMUFA Agreement 2014**).

## 2.E - Core Component 2.E

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The institution’s policies and procedures call for responsible acquisition, discovery and application of knowledge by its faculty, students and staff.

1. The institution provides effective oversight and support services to ensure the integrity of research and scholarly practice conducted by its faculty, staff, and students.
2. Students are offered guidance in the ethical use of information resources.
3. The institution has and enforces policies on academic honesty and integrity.

## Argument

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### **2.E.1. The institution provides effective oversight and support services to ensure the integrity of research and scholarly practice conducted by its faculty, staff, and students.**

The **Office of Research Compliance** within the Office of the Vice President for Research and Dean of Graduate Studies oversees the conduct of all research involving human and animal research subjects and biohazards such as recombinant DNA (**Evidence: Research Compliance**). This office is directed by a scientist with credentials in research and research compliance. The oversight committees—Institutional Review Board, Institutional Animal Care and Use Committee, and the Institutional Biosafety Committee—are staffed by professional coordinators and chaired by senior faculty members. Policies and standard operating procedures are accessible online. Training programs for committee members and staff, and process improvement projects have been implemented, and effectiveness is assessed by various metrics. All persons involved in research involving human subjects, animals, or biohazards must demonstrate satisfactory understanding of the relevant ethical and regulatory principles by passing online courses available through the Collaborative Institutional Training Initiative (CITI) (**Evidence: CITI**).

The **Office of Laboratory and Field Safety** (OLFS) within the Office of Research and Graduate Studies oversees the laboratory safety program (chemical, biological, radiological, and laser), the occupational health and safety program for the vivaria, the academic shop safety program, and the field safety program (**Evidence: Laboratory and Field Safety**). This office is directed by a scientist with Certified Industrial Hygienist (CIH) credentials. The oversight committees—Lab Safety Committee, Radiation Safety Committee, and the Laser Safety Committee—include a mixed membership of senior faculty, junior faculty, and staff. An extensive **website** presents standard operating procedures, safety information, and training opportunities (**Evidence: Example Safety SOPs**). Laboratory, field, and academic shop workers must complete various safety trainings before performing work. These trainings are available in a combination of classroom and online options. In combination with Risk Management/Environmental Health & Safety, OLFS offers blood borne pathogen, CPR/AED, fire safety, hazard communication, lab safety, lockout/tagout, personal protective equipment, fire extinguisher, radiation awareness, radiation safety-bone densitometer, radiation safety-XRD, and respirator training.

### **2.E.2. Students are offered guidance in the ethical use of information resources.**

The **Policy on Responsible Use of Computing** applies to students, and students are familiarized with it during freshman orientation (**Evidence: Responsible Use of Computing**) and **computer abuse** is addressed in the Code of Student Rights, Responsibilities and Disciplinary Procedures (**Evidence: Computer Abuse**). The university **Policy on Academic Integrity**, which applies specifically to students, contains several sections that deal with information resources (**Evidence: Academic Integrity Policy**). The **CMU Libraries Electronic Resource Policy** applies to special features of material in electronic format, and several resources explain the concept of plagiarism and how to avoid it (**Evidence: Electronic Resource Policy**). Students are directed in the appropriate use of resources and disciplinary procedures for creating and disseminating knowledge in their academic coursework, including required competency courses and their foundational courses or research methods courses in the majors.

### **2.E.3. The institution has and enforces policies on academic honesty and integrity.**

Academic Integrity. The Policy on Academic Integrity applies to undergraduate, graduate, and medical students. Policies dealing with academic integrity relevant to specific groups within the CMU community are posted on websites and are contained in various publications. Student athletes and athletic staff are bound by additional provisions of the NCAA that deal with issues of academic integrity. Students participating in the CMU Honors Program are subject to the Honors Program Academic Honesty Statement.

Violations of Academic Integrity by Undergraduate Students. All academic integrity allegations are handled first within a department/college. The instructor might then involve the Office of Student Conduct, who might then also discuss disciplinary issues with the student. The number of cases of academic dishonesty referred to the Office of Student Conduct has been increasing over the past five years (two in 2009-2010, five in 2010-2011, twenty in 2011-2012, twenty-five in 2012-2013, and twenty-eight in 2013-2014). It is unclear whether faculty and students are reporting and addressing more cases or if there has been a potential decline in academic integrity among students (either of which will require additional education for students on ethical research). Most of those cases resulted in disciplinary action.

The process for dealing with violations of the Honors Program is described in The Honors Faculty Handbook. During 2014-2015, two cases were referred by faculty to the Director of the Honors Program. One was resolved at the instructor level and the other resulted in disciplinary sanctions.

Violations of Academic Integrity by Graduate Students. Violations of the Policy on Academic Integrity committed by graduate students are adjudicated by instructors and the College of Graduate Studies, as described in Student Hearing Procedures. During 2014-2015, there were an unusually high number of cases (40). In all cases, discipline was imposed by the faculty member/department. As of December, only one case has been referred to the College of Graduate Studies in 2015-2016.

Violations of Human Research Policy. The policy dealing with noncompliance in research involving human subjects is embedded within the **Standard Operating Procedures for the Human Research Protection Program (Evidence: IRB Standard Operating Procedures)**.

Violations of Animal Research Policy. Concerns about the **treatment of animals** used in research may be reported anonymously to the Office of Research Compliance, and investigative reports are sent to the chair of the Institutional Animal Care and Use Committee (**Evidence: IACUC Policies and Procedures**), who makes an initial determination of seriousness. The IACUC makes the final determination. If the research is supported by federal funds, then the appropriate agency is notified by letter. In the past year, no reports have been submitted.

Research Misconduct by Faculty. The Vice President for Research and Dean of Graduate Studies, in collaboration with the Executive Director of Faculty Personnel Services, is responsible for investigating allegations of research misconduct involving faculty members. On average, fewer than five cases per academic year are alleged. Of those, every case is addressed

through the inquiry stage of the policy, with an average of three out of five being advanced to a formal investigation. Generally speaking, cases referred to the formal investigatory process are resolved through corrective procedures, whether it is training related to correct procedures, counseling on future expectations, or discipline related to purposeful misconduct or gross negligence.

## 2.S - Criterion 2 - Summary

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CMU's Board of Trustees governs the business and affairs of the university in the best interest of the institution and its students. The BOT retains autonomy under the Michigan Constitution, preserving its independence from undue influence. The BOT adheres to bylaws that guide their actions and define their authority. The university is a member of the Association of Governing Boards (AGB), the leading national association for higher education governing boards and their members. Each year, several trustees attend workshops and sessions at the National Conference on Trusteeship. Trustees also receive *Trusteeship* magazine and other AGB publications, and information to assist them in staying current about the issues facing institutional governing boards. The CMU President is hired and evaluated by the BOT and is given authority over all matters not specifically reserved to the BOT.

CMU conducts its business openly and transparently by posting information on the public website ([www.cmich.edu](http://www.cmich.edu)) and by complying with the requirement of the Michigan Constitution that formal sessions of the BOT be open to the public. CMU operates with integrity in its financial, academic, personnel, and auxiliary functions. Should a breach in ethical conduct occur, CMU acts quickly and fairly to remedy the problem and establishes policies and/or procedures to prevent subsequent occurrences.

The institution presents itself clearly and completely to its students and to the public primarily through its main website ([www.cmich.edu](http://www.cmich.edu)). In addition, information that is particularly relevant to prospective students is available at a website called [go.cmich.edu](http://go.cmich.edu). The "go" site contains, for example, information about academic programs, the requirements for application, helpful checklists, and cost information about tuition and financial aid.

The integrity of research and scholarly practice at CMU is upheld through institutional oversight and policies. The Office of the Vice President for Research and Dean of Graduate Studies oversees research conduct and enforces policies that ensure safe and ethical practice among researchers. Allegations of noncompliance of research involving human or nonhuman subjects are investigated by the Institutional Review Board or the Institutional Animal Care and Use Committee, respectively. CMU's Policy on Academic Integrity and electronic resource policies ensure that information resources are used responsibly by students. Violations of the Policy on Academic Integrity are handled among course instructors and various offices and units depending on whether the violation occurred at the undergraduate, graduate, or faculty level.

## **Criterion 2 Evidence Files**

Academic Freedom	Faculty Personnel Services Policies
Academic Integrity Policy	Fraud and Fraudulent Activities Policy
Academic Senate Constitution	HLC Statement of Accreditation Status
Administrative Policies Procedures Guidelines	Human Resources Policies
Athletics Compliance	IACUC Policies and Procedures
Board of Trustees Agendas and Minutes	Internal Audit
Board of Trustees Bylaws	IRB Standard Operating Procedures
Board Policy Manual Table of Contents	Laboratory and Field Safety
CITI	Michigan Constitution
CMED Office of Student Affairs	Nondiscrimination Policy
CMU CMUFA Agreement 2014	OCRIE
Code of Student Rights, Responsibilities and Disciplinary Procedures	Represented Groups Contracts and Handbooks
College Navigator – Central Michigan University	Research Compliance
Computer Abuse	Responsible Use of Computing
Conflict of Interest Policy	Risk Management
Electronic Resource Policy	Schedule of Findings FY2014
Environmental Health and Safety	Schedule of Findings FY2015
Ethics Hotline	Specialized Accreditation Table
Example Safety SOPs	Student Disability Services
Examples of Trustee Recusal	Student Employment Services
	US Dept of Ed College Scorecard - CMU

# Criterion 2 Evidence

## Academic Freedom

Title/Subject: **ACADEMIC FREEDOM**

Applies to:  faculty  staff  students  student employees  visitors  contractors

Effective Date of This Revision: September 1, 2008

Contact for More Information: Faculty Personnel Services; Office of the Executive Vice President/Provost

Board Policy  Administrative Policy  Procedure  Guideline

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**BACKGROUND:**

The University Academic Senate at its meeting of February 8, 2005 endorsed the principles of academic freedom. The Senate urged the University to adopt the statement of principles put forth by the American Association of University Professors (AAUP). The University accepts the general principles espoused by the AAUP. It has adopted those general principles without adopting the specific language of the AAUP statement.

**PURPOSE:**

The purpose of this policy is to affirm explicitly that Central Michigan University encourages the free flow of ideas and recognizes that the intellectual growth of its students requires them to be exposed to vigorous debate and differing points of view on a variety of issues. The University hereby affirms its commitment to academic freedom and free speech, and its commitment to upholding such freedoms in the face of external actions or decisions which might threaten such freedoms.

**POLICY:**

It is the policy of Central Michigan University that:

1. All persons appointed to its faculty are entitled to full freedom in the classroom to discuss subjects related to the academic discipline of their appointment, but that they may not introduce any matter or issue into their teaching that is not relevant to their discipline.
2. Any limitation on academic freedom based upon the goals of the University must be stated clearly in writing to the faculty member at the time of her/his appointment.
3. Any employee of the University who engages in research and/or publication is entitled to full freedom in that research and/or publication. This freedom is, however, subject to the adequate performance by the employee of all other duties assigned to her/him.
4. Any research, writing, or lecturing done for pecuniary gain must be in accord with other University policies, collective bargaining contracts, or based upon prior written understandings with the appropriate Senior Officer of the University.
5. All employees are also citizens. Many are members of learned professions and/or members of the faculty. Whenever an employee speaks or writes as a citizen he/she will be free from institutional censure or discipline; provided, however, that the employee must make it clear that he/she does not speak or write on behalf of the University. Moreover, the University expects that employees will

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Authority: M. Rao, President

History: No History

Indexed as: Free Speech – Employees; Speech – Employees; Freedom - Academic

Title/Subject: **ACADEMIC FREEDOM**

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understand they hold a special place in the community, and that when they do speak or write as citizens, and particularly when they are members of a learned profession or the faculty of CMU, the public may perceive their utterances or words to reflect upon the University. Therefore, the University expects its employees in their speech or writing as citizens to take all reasonable measures to ensure the accuracy of their statements, to exercise appropriate restraint, and to show respect for the opinions of others.

*Central Michigan University reserves the right to make exceptions to, modify or eliminate this policy and or its content. This document supersedes all previous policies, procedures or guidelines relative to its subject.*

Criterion 2 Evidence  
Academic Integrity Policy

# Policy on Academic Integrity

## **POLICY ON ACADEMIC INTEGRITY**

This Policy applies to any and all student experiences in which academic credit is involved (e.g., courses, internships, practica, theses).

### **1. Academic Integrity**

Because academic integrity is a cornerstone of the University's commitment to the principles of free inquiry, students are responsible for learning and upholding professional standards of research, writing, assessment, and ethics in their areas of study. In the academic community, the high value placed on truth implies a corresponding intolerance of scholastic dishonesty. Written or other work which students submit must be the product of their own efforts and must be consistent with appropriate standards of professional ethics. Academic dishonesty, which includes cheating, plagiarism and other forms of dishonest or unethical behavior, is prohibited.

A breakdown of behaviors that constitute academic dishonesty is presented below. The definitions and clarifications are meant to provide additional information and examples of these behaviors. They are not intended to be all-inclusive. Questions regarding this policy or requests for additional clarification can be directed to the Office of Student Conduct or the College of Graduate Studies.

### **2. Academic dishonesty includes:**

#### **A. Cheating on Examinations Definition**

Cheating is using or attempting to use materials, information, notes, study aids, or other assistance in any type of examination or evaluation which have not been authorized by the instructor.

##### Clarification

1. Students completing any type of examination or evaluation are prohibited from looking at another student's materials and from using external aids of any sort (e.g., books, notes, calculators, and conversation with others) unless the instructor has indicated specifically in advance that this will be allowed.
2. Students may not take examinations or evaluations in the place of other persons. Students may not allow other persons to take examinations or evaluations in their places.
3. Students may not acquire unauthorized information about an examination or evaluation and may not use any such information improperly acquired by others.

#### **B. Plagiarism Definition**

Plagiarism is intentionally or carelessly presenting the work of another as one's own. It includes submitting an assignment purporting to be the student's original work which has wholly or in part been created by another person. It also includes the presentation of the work, ideas, representations, or words of another person without customary and proper acknowledgement of sources. Students must consult with their instructors for clarification in any situation in which the need for documentation is an issue, and will have plagiarized in any situation in which their work is not properly documented.

##### Clarification

1. Every direct quotation must be identified by quotation marks or appropriate indentation and must be properly acknowledged by parenthetical citation in the text or in a footnote or endnote.

2. When material from another source is paraphrased or summarized in whole or in part in one's own words, that source must be acknowledged in a footnote or endnote, or by parenthetical citation in the text.
3. Information gained in reading or research that is not common professional knowledge must be acknowledged in a parenthetical citation in the text or in a footnote or endnote.
4. This prohibition includes, but is not limited to, the use of papers, reports, projects, and other such materials prepared by someone else.

#### **C. Fabrication, Forgery and Obstruction Definition**

Fabrication is the use of invented, counterfeited, altered or forged information in assignments of any type including those activities done in conjunction with academic courses that require students to be involved in out of classroom experiences.

Forgery is the imitating or counterfeiting of images, documents, signatures, and the like.

Obstruction is any behavior that limits the academic opportunities of other students by improperly impeding their work or their access to educational resources.

##### Clarification

1. Fabricated or forged information may not be used in any laboratory experiment, report of research, or academic exercise. Invention for artistic purposes is legitimate under circumstances explicitly authorized by an instructor.
2. Students may not furnish to instructors fabricated or forged explanations of absences or of other aspects of their performance and behavior.
3. Students may not furnish, or attempt to furnish, fabricated, forged or misleading information to university officials on university records, or on records of agencies in which students are fulfilling academic assignments.
4. Students may not steal, change, or destroy another student's work. Students may not impede the work of others by the theft, defacement, or mutilation of resources so as to deprive others of their use.

#### **D. Multiple Submissions Definition**

Multiple submissions are the submission of the same or substantially the same work for credit in two or more courses.

Multiple submissions shall include the use of any prior academic effort previously submitted for academic credit at this or a different institution.

Multiple submissions shall not include those situations where the prior written approval by the instructor in the current course is given to the student to use a prior academic work or endeavor.

##### Clarification

1. Students may not normally submit any academic assignment, work, or endeavor in more than one course for academic credit of any sort. This will apply to submissions of the same or substantially the same work in the same semester or in different semesters.
2. Students may not normally submit the same or substantially the same work in two different classes for academic credit even if the work is being graded on different bases in the separate

courses (e.g., graded for research effort and content versus grammar and spelling).

3. Students may resubmit a prior academic endeavor if there is substantial new work, research, or other appropriate additional effort. The student shall disclose the use of the prior work to the instructor and receive the instructor's permission to use it PRIOR to the submission of the current endeavor.
4. Students may submit the same or substantially the same work in two or more courses with the prior written permission of all faculty involved. Instructors will specify the expected academic effort applicable to their courses and the overall endeavor shall reflect the same or additional academic effort as if separate assignments were submitted in each course. Failure by the student to obtain the written permission of each instructor shall be considered a multiple submission.

#### **E. Complicity Definition**

Complicity is assisting or attempting to assist another person in any act of academic dishonesty.

Clarification

1. Students may not allow other students to copy from their papers during any type of examination.
2. Students may not assist other students in acts of academic dishonesty by providing material of any kind that one may have reason to believe will be misrepresented to an instructor or other university official.
3. Students may not provide substantive information about test questions or the material to be tested before a scheduled examination unless they have been specifically authorized to do so by the course instructor. This does not apply to examinations that have been administered and returned to students in previous semesters.

#### **F. Misconduct in Research and Creative Endeavors Definition**

Misconduct in research is serious deviation from the accepted professional practices within a discipline or from the policies of the university in carrying out, reporting, or exhibiting the results of research or in publishing, exhibiting, or performing creative endeavors. It includes the fabrication or falsification of data, plagiarism, and scientific or creative misrepresentation. It does not include honest error or honest disagreement about the interpretation of data.

Clarification

1. Students may not invent or counterfeit information.
2. Students may not report results dishonestly, whether by altering data, by improperly revising data, by selective reporting or analysis of data, or by being grossly negligent in the collecting or analysis of data.
3. Students may not represent another person's ideas, writing or data as their own.
4. Students may not appropriate or release the ideas or data of others when such data have been shared in the expectation of confidentiality.
5. Students may not publish, exhibit, or perform work in circumstances that will mislead others. They may not misrepresent the nature of the material or its originality, and they may not add or delete the names of authors without permission.
6. Students must adhere to all federal, state, municipal, and university regulations for the protection of human and other animal subjects.

7. Students may not conceal or otherwise fail to report any misconduct involving research, professional conduct, or artistic performance of which they have knowledge.
8. Students must abide by the university's Policy on Research Integrity where applicable, which can be found under Policies at the following web address: [www.orsp.cmich.edu](http://www.orsp.cmich.edu). Applicability of this policy for students is found under I. GENERAL PROVISIONS, A. Applicability, number 3.

#### **G. Computer Misuse Definition**

Misuse of computers is disruptive, unethical, or illegal use of the university's computer resources, including any actions which violate the university's Rules for Computing and Networking Resources. Misuse of computers also includes disruptive, unethical, or illegal use of the computers of another institution or agency in which students are performing part of their academic program.

##### Clarification

1. Students may not use the university computer system in support of any act of plagiarism.
2. Students may not monitor or tamper with another person's electronic communications.
3. Students may not use university computer resources to engage in illegal activity, including but not limited to the following: illegally accessing other computer systems, exchanging stolen information, and violating copyright agreements which involve software or any other protected material.

#### **H. Misuse of Intellectual Property Definition**

Misuse of intellectual property is the illegal use of copyright materials, trademarks, trade secrets or intellectual properties.

##### Clarification

Students may not violate the university policy concerning the fair use of copies. Information can be found at the following web address: <https://www.cmich.edu/copyright/Pages/default.aspx>.

### **3. Ethical and Professional Behavior**

Students are expected to adhere to the ethical and professional standards associated with their programs and academic courses. Such standards are generally communicated to students by instructors and are available through publications produced by professional organizations. Unethical or unprofessional behavior will be treated in the same manner as academic dishonesty.

### **4. Discretion of Instructors**

Since the circumstances in which allegations of academic misconduct arise are many and varied, no single process will be appropriate to every situation. The procedures offered below are meant to cover the majority of situations. However, reasonable deviations from these procedures may be appropriate, so long as they are consistent with the following guiding principles:

- Students must be informed about the nature of and basis for any allegations of academic misconduct and the consequences that may be imposed.
- Students have a right to contest any allegations of academic misconduct, and to provide their side of the story to the instructor.
- Once the instructor has considered the evidence and considered anything that the student may say on his or her own behalf, the instructor has the right to exercise her or his professional judgment in determining whether the student has engaged in academic misconduct, and to determine the consequences of such misconduct on the student's grade for the assignment and/or the course.

- A student accused of academic misconduct has a right to appeal the instructor's decision once s/he has discussed the matter with the instructor.
- All parties should act in a reasonably prompt manner, given the circumstances.

Nothing in this policy shall prohibit an instructor from informally discussing a student's work with the student to determine whether academic misconduct has occurred, or to educate the student about standards of academic integrity, without or prior to accusing the student of engaging in academic misconduct. It is recognized that some cases of academic misconduct may be borderline, accidental, or minor. Instructors are free to address such cases as occasions for further education rather than allegations of misconduct. For example, it would be consistent with this policy for an instructor to forgo the procedures outlined below and simply educate a student who has engaged in what appears to the instructor to be minor, borderline, or accidental academic misconduct, and to allow the student to redo the work (for full or partial credit) so as to avoid any question of academic integrity.

#### **5. Academic Consequences of Violations of the Policy on Academic Integrity**

A student is not permitted to withdraw from a course in which an instructor has imposed academic consequences (such as a reduction in grade) for academic misconduct. The instructor shall exercise his or her professional judgment in determining the appropriate academic consequences of the violation. Academic consequences may include a warning or reprimand, a requirement to resubmit work (with or without an additional reduction in grade for the assignment), a lowering of the grade for the assignment (including withholding of any credit for the assignment), or a lowering of the grade for the entire course (including failing the course).

In addition, instructors are encouraged to report serious incidents of academic misconduct to the Office of Student Conduct or the College of Graduate Studies for formal proceedings seeking disciplinary sanctions under the Code of Student Rights, Responsibilities and Disciplinary Procedures.

#### **6. Procedures for Handling Alleged Violations of this Policy**

##### **A. Initial Notification**

If an instructor believes that a student has committed a violation of the Policy on Academic Integrity, the instructor will attempt to contact the student within a reasonable period of time (normally ten (10) university business days) to notify the student of the suspected violation of the Policy on Academic Integrity. This contact may be in written form (including e-mail), by phone, or in person. In any case, the instructor should convey to the student the following information:

- A description of the nature of the alleged violation (e.g., plagiarism on a term paper; looking at another student's work on an exam, etc.);
- The basis for believing that the student has violated the Policy (e.g., a Turnitin originality report, a description of a report made by someone who observed the academic misconduct, etc.);
- The academic consequences that the instructor may impose if s/he concludes that there is sufficient evidence that academic misconduct has occurred;
- An offer to discuss the matter further and to respond to the allegations. Depending on the circumstances, this further discussion may occur at a separate time, or it may be continuous with the initial notification. The discussion may take place in person, via email, or by phone. If the student declines to discuss the matter with the instructor, then s/he forfeits the right to appeal the instructor's decision.

The instructor is encouraged to keep a record of this contact.

##### **B. Discussion between Instructor and Student**

The instructor will offer the student an opportunity to discuss the allegation of academic misconduct, and to present any evidence or other information on his or her behalf. This discussion may be continuous with the initial contact, or it may occur at a later time. It may take place by phone, email,

or in person. The instructor will determine the most appropriate format for this discussion, taking into account the details of the situation and the student's availability and preferences about how the discussion is to be conducted.

If this discussion occurs during a face-to-face meeting, either the instructor or the student may request that a representative of the Ombuds office or a mutually agreeable third party attend to serve as a neutral facilitator or observer. However, neither the instructor nor the student may be represented or accompanied by an attorney or any other advisor.

Regardless of the format of this discussion, the student will be provided the opportunity to respond to the allegation and to explain any suspected or alleged misconduct by presenting evidence, giving additional information relevant to the matter, explaining extenuating or mitigating circumstance, or acknowledging a violation.

### **C. Determination of Academic Consequences of Violation**

After either (1) the instructor and student have discussed the alleged violation of the Academic Integrity Policy, or (2) the student has admitted that s/he violated the Academic Integrity Policy, or (3) the student has declined to discuss the violation, then the instructor will exercise his or her professional judgment in determining whether a violation has occurred, and, if so, what academic consequences are appropriate and what grade is appropriate for the assignment and course. Once this decision has been made, the instructor should communicate his/her decision to the student in writing. This may be done through regular mail, campus mail, email, or hand delivery to the student. The instructor should retain a copy of this communication. Instructors are encouraged to report serious violations of the Policy on Academic Integrity to the Office of Student Conduct or the College of Graduate Studies, and to include a copy of this communication in the report.

If the student wishes to discuss the allegations but it is not possible to have this discussion before grades are due, or if the instructor is unable to contact the student before grades are due, the instructor shall determine whether to (1) forgo submitting a grade for the student or (2) submit a grade which has been lowered to reflect the consequences of academic misconduct. If the instructor decides not to submit a grade until the matter is resolved, the system will assign a grade of "N," which the instructor will remove once the discussion with the student has occurred. If the instructor submits a grade before a discussion with the student occurs, the instructor should notify the student of this decision and offer to discuss the matter. If, as a result of the discussion, the instructor determines that the evidence of the violation was faulty or insufficient to warrant a determination of academic misconduct, or if s/he determines that mitigating factors presented by the student warrant a less serious academic consequence than was reflected in the grade submitted, then s/he will file a change of grade request. In such a case, the instructor should communicate this decision to the student.

### **D. Appeal of an Instructor's Decision**

A student may appeal the instructor's decision that a violation of the Policy has occurred, and/or the academic consequences imposed by the instructor. However, if a student has refused to discuss the matter with the instructor, s/he forfeits the right to such an appeal.

The appeal must be submitted in writing to the instructor and to the dean (or his/her designated representative, e.g., an associate dean) of the college in which the violation occurred no later than ten (10) university business days after the instructor notifies the student of her/his final decision, or ten (10) university business days after the final course grades have been posted, whichever is earlier. However, if a discussion between the student and instructor has been scheduled to be held after grades are submitted, then the student shall have ten (10) university business days after the student has been notified of the instructor's decision. An appeal not made within the time limit will not be heard unless an exception is made by the dean of the college. The written statement of appeal must state: the name of the person appealing, the basis of the appeal, the instructor making the decision from which the

appeal is made, and the remedy which the person appealing is requesting from the dean.

As soon as practical, the dean will convene a committee composed of faculty and students to hear the appeal and to make a recommendation to the dean. The dean will designate one member of the committee as the Proceedings Officer. The role of the committee is to advise the dean.

The student and the instructor are each permitted to have an advisor of his or her choice present at the hearing of the appeal. If either party's advisor is an attorney, that party must notify the Proceedings Officer of this at least three (3) business days in advance of the hearing. The advisor's role is limited to providing advice to the student or instructor. The advisor is not permitted to ask or answer questions or make oral arguments.

The Proceedings Officer is responsible for notifying members of the appeals committee of the appeal and for setting a time and place for holding a meeting of the appeals committee. The Proceedings Officer will provide notice of time and place of the meeting of the appeals committee to the student, instructor, and other University persons deemed appropriate by the Proceedings Officer.

The Proceedings Officer will retain the documentary evidence introduced at the hearing, as well as the record made of the hearing; these materials will be available to the appeals committee during its deliberations, and will be forwarded to the Dean with the committee's recommendation.

The appeals committee has the discretion to establish hearing procedures which are appropriate to the circumstances, fair to all parties involved, and respectful of the values of academic integrity. Normally, the participants in the appeals hearing will appear in person; however, in unusual cases, the appeals committee may allow participation by telephone.

The purpose of the appeals committee is to determine whether the instructor abused his or her professional discretion in finding that academic misconduct occurred and/or in the choice of academic consequences for such misconduct. It is not the purpose of the appeals committee to substitute its judgment for that of the instructor. It is not the purpose of the appeals committee to decide whether it would have reached the same decision had it been the instructor. It is not the function of the appeals committee to rehear the charges against the student. The burden of proof shall be upon the student to show that there was insufficient basis for a reasonable instructor to find that academic misconduct occurred, and/or that the instructor's selection of academic consequences for the misconduct was arbitrary, capricious, or grossly unjust (e.g., a clear departure from the instructor's announced policies). The appeals committee may:

- Uphold the instructor's decision.
- Find that the facts of the situation could not provide a reasonable instructor with sufficient basis for finding that academic misconduct occurred, and recommend that the dean of the college set aside the finding or determine the facts differently.
- Find that the instructor's selection of academic consequences for the violation was arbitrary, capricious, or grossly unjust, and recommend that the dean of the college set aside the academic consequences or impose a different academic consequence.

After receiving this recommendation the dean will either sustain or deny the appeal. The dean's decision will be in writing.

The dean's decision will be final.

If it is necessary, pending the resolution of an appeal, the student will be assigned a deferred grade.

#### **E. Formal Proceedings in the Office of Student Conduct or the College of Graduate Studies**

If the instructor believes that a student has violated the Policy on Academic Integrity and that the violation is sufficiently serious, the instructor may refer the case to the Office of Student Conduct or the College of Graduate Studies for the consideration of additional sanctions. The following procedures will be followed.

1. The instructor will inform the student that formal proceedings in the Office of Student Conduct or the College of Graduate Studies are being requested.
2. The instructor will forward all documentation supporting the allegation of violation to the Office of Student Conduct or the College of Graduate Studies with a cover letter describing the situation. Examples of documentation include the course syllabus, quiz or exam, assignment, source of plagiarism.
3. The “Code of Student Rights, Responsibilities and Disciplinary Procedures” will govern the sanctions which can be imposed, and the appeal process.
4. The Office of Student Conduct or the College of Graduate Studies will determine a sanction and will notify the instructor of its determination.
5. This sanction will be recorded on the student’s permanent disciplinary record, subject to release only under the terms of the Family Educational Rights and Privacy Act.

#### **F. Proceedings With a Department or Program**

1. Departmental or Program Action
  - a. In cases where an instructor judges a student to have violated the Policy on Academic Integrity, that person is encouraged to report the incident to the chair of the department or unit in which the student’s program is housed.
  - b. Departments and programs will follow their internal procedures for deciding whether the student’s status in the academic program should be reviewed because of the violation of the Policy on Academic Integrity and, if so, what review process will take place.

2. Appeal of Departmental or Program Action

A record of the department, program and/or college decision and appeal (if any) will be part of the file on the violation of Policy on Academic Integrity maintained by the Office of Student Conduct or the College of Graduate Studies.

Criterion 2 Evidence  
Academic Senate Constitution

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**SUBJECT: CENTRAL MICHIGAN UNIVERSITY ACADEMIC SENATE  
CONSTITUTION**

**NOTE:** This proposed Constitution represents a composite of revisions as proposed by the University Senate Constitution Revision Committee as of June 4, 1969, and action of the University Senate on January 5, 1970.

Constitution Revision Committee:

Elbert R. Bowen, Chairman	Jean B. Mayhew
Richard C. Brooks	Curtis E. Nash
Margery Bulger	Frank S. Stillings
Keith M. Decker	George Blackburn, Ex Officio
	Melvin Donaho, Secretary and Parliamentary Advisor

**PREAMBLE**

In order to provide a legislative body in the University in which representatives of the Faculty can deliberate in the determination of academic policies, we, the members of the Faculty of Central Michigan University, ordain and establish this constitution. In doing this, we recognize the responsibilities and authorities of the students, the office of the President, the Board of Trustees, and the Legislature of the State of Michigan, but we assert the right of the Academic Senate to act, with varying degrees of authority, in the areas cited in this Constitution.

**ARTICLE I**

**Name**

The name of this organization shall be the Central Michigan University Academic Senate.

**Authority:** BTM 2-17-11  
**Effective Date:** 1-1-71  
**History:** Board and Presidential approval, BTM 5-20-70 at 58; See 1964 "University Senate Constitution" approved BTM 4-27-64 at 2.

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CONSTITUTION**

**ARTICLE II**  
**Functions**

The Academic Senate, serving as the primary legislative body of the Faculty for the enactment of policies authorized by this Constitution, subject to the approval of the President of the University and the Board of Trustees, shall:

- Sec. 1. Consider any matter relevant to the general welfare of the Faculty and will receive, render advice, or otherwise act upon all such matters referred to it by the President of the University; Administrative Officers and Department Chairmen; Administrative Boards, Committees and Councils; Senate Committees; Schools; Departments; Student Senate; and faculty members of the University.
- Sec. 2. Define functions and establish and discharge Senate Committees dealing with academic matters. The Senate may establish any committee it deems appropriate.
- Sec. 3. Deliberate and legislate upon matters of concern to the Faculty, involving students, staff, instruction, financial policies, University planning, and University organization when related to academic affairs, including, but not limited to, the following:
  - A. Encourage and approve the establishment of a democratic organization of the faculty of each school with the commonly acknowledged right of that organization to speak for the faculty of that school;
  - B. Standards for admission, selection, and retention applicable to all students of the University;
  - C. Requirements for granting of degrees applicable to all students of the University.
  - D. Standards and policies for the granting of honorary degrees; recommend candidates for honorary degrees.
  - E. All curricular requirements applicable to all students of the University.
  - F. Policies pertaining to instructional standards throughout the University;

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- G. Promotion and facilitation of academic and instructional research;
  - H. Procedures for faculty participation in the selection and retention of Chairmen of Departments, Deans, and President;
  - I. Standards for public information programs dealing with educational matters;
  - J. Endorsement and preservation of standards of academic freedom throughout the University;
  - K. Standards for student rights, privileges, discipline, and probation;
  - L. Standards for appointment, promotion, tenure, and dismissal of faculty members;
  - M. Programs of faculty welfare such as salaries, insurance, and leaves of absence, and other collateral benefits;
  - N. Financial policies and University planning, when it becomes necessary and proper.
- Sec. 4. Serve as a forum for free discussion of questions of common concern.
- Sec. 5. Report its actions to the faculty by distribution of its minutes, and/or by announcements, and/or reports.
- Sec. 6. Determine its own rules of procedure within the scope of this Constitution and its Bylaws.

**ARTICLE III  
Membership**

- Sec. 1. Representation:
- A. The President of the University, Vice-Presidents, and all deans shall be members of the Senate.
  - B. All academic departments shall be represented in the Senate. The number of Senators shall be proportionate to the number of voting members in each department, except that there shall be at least one Senator from each department. No department shall elect more than

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one Senator for every twenty (20) voting members or major portion thereof. Within the limits cited above, the Senate, or any agency designated by the Senate, shall determine the number of Senators every three (3) years.

- C. Six students, at least one of whom will be a graduate student, shall be elected by the Student Senate.
- Sec. 2. Senators shall take office at the first regular meeting of the Senate after the beginning of the academic year.
- Sec. 3. Senate meetings shall be open to faculty and staff who are not members of the Senate. They shall not have the privilege of voting, but may have permission to speak with the consent of the Senate.
- Sec. 4. Upon vote of the Senate or the Executive Board, non-members of the Senate may be invited to appear before the Senate to present information or testimony.

**ARTICLE IV  
Officers**

- Sec. 1. The officers of the Senate shall be the Chairman, Chairman-Elect, and the Secretary. The Chairman-Elect shall automatically succeed to the office of Chairman at the end of a one-year term.
- Sec. 2. Election of Officers:
- A. The Chairman-Elect and the Secretary of the Senate shall be elected at the first meeting in November.
- B. The Chairman shall take office at the beginning of the fall semester. Other officers shall take office immediately upon their election.
- C. The nominees for the office of Chairman-Elect need not be members of the ensuing Senate. If the Chairman and/or Chairman-Elect has not been re-elected as a representative of any constituency, he shall be considered a Senator-at-Large while in office.

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- D. The immediate past Chairman of the Senate shall continue as a member of the Senate. If he has not been re-elected as a representative for any constituency, he shall be considered a Senator-at-Large for one year.
- E. The nominees for Secretary must be members of the ensuing Senate
- F. Any Senator is eligible for election to any office.
- G. The Senate shall elect a Nominating Committee at the first meeting of the Calendar Year. The Committee shall elect its own chairman.
- H. The Nominating Committee shall present the names of at least two candidates for each office and names of at least four candidates for two positions on the Executive Board and shall have the consent of each person nominated. The slate of nominees shall be mailed to each Senator at least two weeks before the date of the election.
- I. Nominations for any office may be made from the floor by any University Senator provided he is able to certify the eligibility and has the consent of the person he nominates.
- J. Election of officers shall be by ballots prepared by the Nominating Committee.
- K. A majority of the ballots cast for any office shall be required for election to that office. If a second vote is required, it shall be conducted at the same meeting between the two candidates with the highest number of votes on the first ballot.
- L. The term of each elected officer of the Senate shall be one year or until a successor is elected.
- M. If any vacancy occurs in an office other than the Chairmanship, the unexpired term shall be filled by election at the next meeting of the Senate.

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Sec.3. Duties of Officers:

A. The Chairman:

- (1) The Chairman of the Senate shall preside at meetings of the Academic Senate and of the Executive Board.
- (2) The Chairman shall present to the Executive Board all appropriate matters which come to his attention.
- (3) The Chairman shall appoint special Senate Committees.

B. The Chairman-Elect:

- (1) The Chairman-Elect shall preside in the absence of the Chairman at meetings of the Senate and meetings of the Executive Board.
- (2) If the office of Chairman becomes vacant, the Chairman-Elect shall fill the unexpired term.

C. The Secretary:

- (1) The Secretary shall keep minutes of all meetings of the Senate and of the Executive Board. These minutes shall include all actions, divisions of vote when taken, recommendations, resolutions, and major topics of deliberation.
- (2) The Secretary shall distribute the minutes of the Executive Board to all Senators and the minutes of the Senate to all members of the faculty.
- (3) The Secretary shall keep a record of attendance of the Senators.
- (4) At least five (5) days before each regular meeting of the Senate, the secretary shall send the agenda to each member of the faculty.

Sec. 4. The Executive Board of the Senate:

- A. The Executive Board of the Senate shall consist of the Chairman, the Chairman-Elect, the Secretary of the Senate, and the Immediate Past Chairman; the President of the University, the Executive Vice President/Provost, and two Senators to be elected by the Senate.

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**B. Duties of the Executive Board:**

- (1) The Executive Board shall schedule meetings of the Senate for each month of the academic year.
- (2) The Executive Board shall meet at least one week before each scheduled meeting of the Senate, and at such other times as called for by the Chairman or by the President of the University.
- (3) The Executive Board shall prepare the agenda of meetings of the Senate.
  - (a) The agenda prepared by the Executive Board for a regular meeting of the Senate may be modified or replaced by a two-thirds vote of the members present and voting.
  - (b) Any item on the agenda not considered at a meeting of the Senate shall appear on the agenda the next following meeting in a position determined by the Executive Board.
  - (c) Any member of the faculty may request that an item be placed on the agenda of a regular meeting of the Senate by presenting it in writing to the Chairman of the Senate.
- (4) By majority vote the Executive Board may call special meetings of the Senate.
- (5) The Executive Board shall act on matters delegated to it by a two-thirds majority of the Senate.

**ARTICLE V  
Elections**

**Sec. 1. Eligibility:**

- A. All faculty on regular appointment with the rank of instructor or higher in an academic department shall have the right to vote in Senate elections and to be elected to the Senate.
- B. Individuals sharing equally in two or more departments or organizational units shall choose that in which he will vote and be eligible for Senate elections.

**CENTRAL MICHIGAN UNIVERSITY** CHAPTER 5  
**MANUAL OF BOARD OF TRUSTEES**  
**POLICIES, PRACTICES AND REGULATIONS** PAGE 5-34(R)

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**SUBJECT: CENTRAL MICHIGAN UNIVERSITY ACADEMIC SENATE  
CONSTITUTION**

- C. Eligibility of students for election to the Academic Senate shall be determined by the Student Senate.

Sec. 2. Term:

- A. The term of elective members shall be three (3) years. Members may not be elected to more than two (2) consecutive terms from the same constituency.
- B. Students shall serve one (1) year terms and shall not be eligible for more than two (2) consecutive terms.

Sec. 3. Election Procedures:

- A. The order of elections shall be completed according to the following schedule:
  - (1) Departments – during the month of April;
  - (2) Undergraduate student representatives to the Academic Senate shall be elected in May.
- B. Nomination Procedures:
  - (1) Departments may choose their own nominating procedures;
  - (2) Student organizations electing representatives may choose their own nominating procedures.
- C. All elections shall be by ballot and shall be conducted at a regular scheduled meeting of the constituency.
- D. Election shall require a majority of the votes cast. When a majority is not obtained on the first ballot, the number of nominees to be considered on succeeding ballots shall be twice the number of positions to be filled and they shall be those who received the highest number of votes on the preceding ballot. In case of ties, all those receiving the highest number of votes shall be nominees. Voting shall continue by ballot until a majority vote is obtained.

**CENTRAL MICHIGAN UNIVERSITY CHAPTER 5**  
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**SUBJECT: CENTRAL MICHIGAN UNIVERSITY ACADEMIC SENATE  
CONSTITUTION**

- E. The results of each election shall be reported immediately following the election to the Chairman and the Secretary of the Senate by the presiding officer of each constituency.
- Sec. 4. Vacancies caused by retirement, resignation, departure, or death of a Senator prior to the end of his term of office shall be filled by election at the first meeting of the constituency following notification to the constituency by the Chairman of the Senate. In case of authorized leave or extended illness, a substitute may be elected by the appropriate constituency to replace the absent senator until he returns or until his term expires, whichever comes first.

**ARTICLE VI**  
**Senate Procedure**

- Sec. 1. A quorum shall consist of a majority of the members of the Academic Senate.
- Sec. 2. The latest edition of Robert's Rules of Order shall be followed in meetings of the Academic Senate, except where other procedures are adopted, provided a quorum is present, by a two-thirds majority of Senators present and voting.
- Sec. 3. The Senate may write its own bylaws, consistent with this Constitution.

**ARTICLE VII**  
**Amendments**

- Sec. 1. An amendment to the Constitution may be initiated by any fifteen (15) persons eligible to vote in Senate elections. A proposed amendment shall be deposited with the Executive Board of the Senate.
- Sec. 2. The Executive Board shall refer the proposed amendment to the electorate.
- Sec. 3. Each proposed amendment shall be discussed in a meeting of each school's faculty (with the exception of the Graduate School) within sixty (60) days of its submission to the electorate. The proposed amendment shall be submitted for vote by ballot through University mail sixty (60) days after its submission to the

**CENTRAL MICHIGAN UNIVERSITY** CHAPTER 5  
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**SUBJECT: CENTRAL MICHIGAN UNIVERSITY ACADEMIC SENATE  
CONSTITUTION**

electorate. Ballots shall be counted ten (10) days after submission of the ballot.

Sec. 4. No proposed amendment may be submitted between June 1st and September 1st.

Sec. 5 Amendments shall be effective upon approval either by a two-thirds majority of those voting or by an absolute majority of the electorate.

**ARTICLE VIII  
Ratification**

This revised Constitution shall become effective January 1st following approval by a majority of the electorate (in accord with the definition of "Faculty" as adopted by the University Senate on January 6, 1969), by the University President and by the governing board of Central Michigan University and shall apply to all elections and organization of the Senate for the succeeding academic year.

Criterion 2 Evidence  
Administrative Policies Procedures Guidelines

## Administrative Policies, Procedures and Guidelines

Welcome to the Administrative Policies Manual. This Manual is in its infancy. The goal is to compile in one place all administrative policies, procedures, and guidelines that have general applicability throughout the University. As new policies are written and existing policies are revised, they will be added to this Manual.

If you are a University employee who is writing or revising a policy, procedure, or guideline, please consult the policy statement at 2-1 of this Manual: [Authority to Establish Policies, Procedures or Guidelines](#). That policy outlines the formatting and the process for approval of policies, procedures and guidelines. There is a link in that policy to the forms you are encouraged to use. The forms are also directly available from the General Counsel Web page.

This Manual does not have policies, procedures and guidelines that are not applicable to the entire university that may exist at a divisional, college, or departmental level. Also, policies adopted by the Board of Trustees are contained in a separate Manual at [https://www.cmich.edu/bot/about/Pages/policy\\_manual.aspx](https://www.cmich.edu/bot/about/Pages/policy_manual.aspx).

### Manual of Administrative Policies

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*Other policies coming soon.*

# Criterion 2 Evidence Athletics Compliance



# CENTRAL MICHIGAN

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## COMPLIANCE



[Boosters](#) | [CMU Student-Athletes](#) | [Prospective Student-Athletes](#)

This site serves as an informational resource for NCAA rules that impact boosters (alumni), prospective student-athletes, and enrolled student-athletes. We hope you will utilize the pertinent information, located in the links to the right, to gain a better understanding of how you can help maintain a championship culture of compliance.

Everyone has a role in compliance. Following these rules protects the eligibility of enrolled and prospective student-athletes as well as the integrity of Central Michigan University and the intercollegiate Athletics Department. The rules can be complicated, so please do not hesitate to contact the Athletic Compliance Office if you have any questions or concerns. Remember to always ask before you act!

### Fire Up Chips!

#### Compliance Staff

<b>Benji Wilber</b> Associate AD for Compliance	(989) 774-1105	<a href="mailto:wilbe1b@cmich.edu">wilbe1b@cmich.edu</a>
<b>Evan Taylor</b> Assistant Director of Compliance	(989) 774-1294	<a href="mailto:taylor2es@cmich.edu">taylor2es@cmich.edu</a>
<b>Sue King</b> Compliance Assistant	(989) 774-3187	<a href="mailto:king1is@cmich.edu">king1is@cmich.edu</a>

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### CSN DIGITAL



Spring Football Mic'd Up -  
Morris Watts  
Football | 03/17/2016  
WATCH

### SOCIAL MEDIA

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### CAMPS

Criterion 2 Evidence  
Board of Trustees Agendas and Minutes



# BOARD of TRUSTEES

CENTRAL MICHIGAN UNIVERSITY

[CentralLink](#) > [Board of Trustees](#) > Agendas and Minutes

## Agendas and Minutes

### 2016

February 18, 2016

[Agenda](#)

[Minutes](#)

April 29, 2016

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June 28, 2016

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December 8, 2016

### 2015

February 19, 2015

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June 23, 2015

[Agenda](#)

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October 22, 2015\*

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February 20, 2014

[Agenda](#)

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May 1, 2014

[Agenda](#)

[Minutes](#)

June 24, 2014

[Agenda](#)

[Minutes](#)

September 18, 2014

[Agenda](#)

[Minutes](#)

December 9, 2014

## Board of Trustees

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[Members](#)

[Meeting Schedule](#)

[Agendas and Minutes](#)

[Staff](#)

[Office of the President](#)

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- Clarke Historical Library Material
- CMLife Archive
- CMU Bulletins
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- [Centralight](#) (386)
- [Reference Point](#) (20)
- [Student Government Association](#) (174)

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Title: [Board of Trustees](#)

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Display: 20

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	<b>Board of Trustees Meeting Minutes</b>	Central Michigan University. Board of Trustees	1964-02-24	Minutes from February 24, 1964 Central Michigan University, Board of Trustees meeting. Meetings are held bi-monthly and are comprised of the President, Board of Trustees, and invited guests. Meetings are held to discuss major projects, plans, and...
	<b>Board of Trustees Meeting Minutes</b>	Central Michigan University. Board of Trustees	1964-04-27	Minutes from April 27, 1964 Central Michigan University, Board of Trustees meeting. Meetings are held bi-monthly and are comprised of the President, Board of Trustees, and invited guests. Meetings are held to discuss major projects, plans, and...
	<b>Board of Trustees Meeting Minutes</b>	Central Michigan University. Board of Trustees	1964-05-27	Minutes from May 5, 1964 Central Michigan University, Board of Trustees meeting. Meetings are held bi-monthly and are...

Criterion 2 Evidence  
Board of Trustees Bylaws

# **CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES**

## **BYLAWS**

**Adopted: 05-0714**  
**Amended: 07-1206**  
**Amended: 08-0214**  
**Amended: 08-0717**  
**Amended: 09-0917**  
**Amended: 10-0715**  
**Amended: 10-1202**  
**Amended: 11-0217**  
**Amended: 13-0411**

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**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE I: THE CORPORATION**

**Section 1. Name.** The constitutional and statutory governing board of control of Central Michigan University is known as Central Michigan University Board of Trustees. The name of the university is Central Michigan University.

**Section 2. Offices.** The principal office of the university shall be located at the campus of Central Michigan University, city of Mt. Pleasant, county of Isabella, state of Michigan. The Board of Trustees has the power and authority to establish and maintain branch or subordinate offices or campuses at any other locations.

**Section 3. University Seal.** The Board has adopted a corporate seal, a replica of which appears on the official certificate of these bylaws. This seal may be used for business transactions and other contracts entered into as authorized acts of the university. The seal of Central Michigan University shall be used on all diplomas and certificates issued by the university to students, and in certification of the fact of the granting of a degree or diploma.

**Article last amended:**

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE II: BOARD OF TRUSTEES**

**Section 1. General Powers.** The business and affairs of the university are governed by the Board of Trustees. The Board of Trustees has all of the powers accorded it by the Constitution of the State of Michigan, Act 48 of Michigan Public Acts of 1963 (second extra session) (MCL 390.551 et seq), and any other legislation conferring powers upon the Board.

**Section 2. Number, Tenure and Qualifications.** The constitutional number of trustees of the university is eight trustees who are appointed by the governor of the state of Michigan with the advice and consent of the senate for terms as set forth by law. In addition the president of the university is ex officio a member of the Board of Trustees without vote.

**Section 3. Vacancies.** When a vacancy occurs, other than by the expiration of a term, the governor fills the vacancy by appointment by and with the advice and consent of the senate for the remainder of the unexpired term.

**Section 4. Compensation.** Members of the Board do not receive compensation in their capacity as trustees. Board members receive their necessary traveling and other expenses paid out of the general fund.

**Article last amended:**

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE III: OFFICERS OF THE BOARD**

**Section 1. Organizational Meeting.** The Board of Trustees shall elect officers of the Board annually at the last regularly scheduled meeting before January 1 for those officers whose terms are expiring.

**Section 2. Officers.** The officers of the Board of Trustees shall be a chair, up to two vice chairs, secretary, and treasurer, each of whom shall be elected by the Board of Trustees.

**Section 3. Selection of Board Officers.** The Board shall elect one of its members to be its chair and shall elect from its members up to two persons to be vice chair(s) from nominees for those offices. Election shall be by a majority vote of the members of the Board. Nominations shall be by a nominating committee as described in Article VII, Section 1.I. Nominations may be made from the floor, also, if supported by two members.

The Board shall elect a secretary and a treasurer upon the recommendation of the president. No member of the Board shall be eligible for election to these offices.

**Section 4. Term of Office.** The chair, vice chairs, treasurer, and secretary will take office the first day of January subsequent to election by the Board and will hold office for a term of one year.

**Section 5. Duties of Board Officers.**

**A.** The chair shall preside over all meetings of the Board of Trustees at which the chair is present in order to insure that decisions are reached fairly and expeditiously. The chair's signature shall appear on diplomas and like documents issued by the authority of the Board. Except as otherwise delegated by the Board or as otherwise provided in these bylaws, the chair shall sign all contracts and other instruments requiring execution on the part of the Board; be an ex officio member of all committees of the Board; advise the president relative to interpretation of Board policies as necessary between Board meetings; call special meetings of the Board according to the provisions of **Article VIII, Section 2**. The chair shall perform all other duties incident to such office and lawfully delegated by the Board.

**B.** In case of the death, resignation or incapacity of the chair, one of the vice chairs shall perform the duties of the chair until the incapacity is removed or until a successor to the chair is elected and qualified.

**C.** In case of the absence of the chair and the vice chairs at a meeting of the Board, a presiding officer pro tempore shall be selected by a majority vote of the members present.

**D.** The treasurer shall hold in custody, receive and expend all funds as directed by the Board of Trustees. The treasurer shall see that the financial statements are an accurate record of all receipts and disbursements and shall submit these statements to the Board. The treasurer shall sign all checks for financial transactions, except as otherwise ordered by these bylaws or as otherwise delegated by action of the Board. The treasurer may also be appointed as an administrative officer of the university, as the president may determine. The treasurer may delegate duties and authority to the vice president for finance and administrative services, including, but not limited to, signing checks of the university. A facsimile signature may be used.

**Article last amended:**

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE III: OFFICERS OF THE BOARD (continued)**

E. The secretary and treasurer shall each be bonded by a fidelity bond in the amount of not less than \$5,000. The bond premium shall be paid by the university.

F. The secretary shall keep the official records and minutes of the Board. The secretary shall be a member of the president's staff and will assist the president in his/her responsibilities to the Board. The secretary shall report to the president and, through the president, to the Board.

**Section 6. Vacancies.** In the event of a vacancy in an office, the Board will by election fill the vacancy for the unexpired term.

**Section 7. Removal from Office.** Any officer of the Board may be removed from that office by the affirmative vote of a majority of the members of the Board.

**Article last amended:**

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE IV: ADMINISTRATIVE OFFICERS**

**Section 1. Authorization.** Administrative officers of the university shall carry out Board policy and attend to the general administration of the university. The administrative officers of the university are the president, provost, vice president for finance and administrative services, the vice president for enrollment and student services, vice president for development and external relations, and other vice presidents as designated by the president. Any two or more administrative offices may be held by the same person. Administrative officers may be assigned other titles for university personnel classification and compensation purposes. The provost and other vice presidents, serve at the pleasure of the president.

**Section 2. President.** The president shall be elected by the affirmative vote of a majority of the members of the Board and shall serve at the pleasure of a majority of the members of the Board. The president shall be the chief executive officer of the university.

**Section 3. Provost.** The provost shall be the executive vice president and chief academic officer of the university responsible to the president.

**Section 4. Vice Presidents.** These vice presidents shall have the authority and duties, and shall perform the functions, consonant with the division and area of interest specified by the president.

**Section 5. Assumption of Duties of President.** For designated periods of time, the provost or any other vice president may exercise the powers of the president as specifically directed in writing by the president with the advice and consent of the Board chair, or by the Board chair if the president is unavailable or incapacitated.

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE V: RESPONSIBILITIES AND RESERVED AUTHORITY**

**Section 1. Responsibilities of the Board.** By consensus, tradition and law the basic but not exclusive responsibilities of the Board of Trustees shall be as follows:

- A. Appointing the president.
- B. Assessing the president's performance.
- C. Clarifying the institution's mission.
- D. Approving long-range plans.
- E. Assessing the educational program.
- F. Ensuring financial solvency.
- G. Preserving institutional independence.
- H. Maintaining the appropriate relationship between the university and the public it serves.
- I. Assessing Board performance
- J. Protecting and preserving the assets of the institution..

**Section 2. Authority Reserved to the Board.** The Board of Trustees, having the overall authority and responsibility for the governance of the university, retains ultimate responsibility for academic matters and reserves authority over the following matters:

- A. Adoption, revision or reaffirmation of the mission, goals, objectives and priorities of the institution.
- B. Conferring of degrees and granting diplomas, upon recommendation by the academic senate and the registrar's office.
- C. Adoption of the operating and capital outlay budget requests submitted to the state.
- D. Adoption of an annual plan of expenditures and revenues for the university.
- E. Establishing, reviewing or rescinding tuition and fees applicable to students generally. Such tuition and fees include, but may not be limited to, on-campus and off-campus tuition, fees established for specific academic programs, general fees applicable to broad categories of students, and room and board rates. Fines and penalties included in the university traffic ordinance shall be determined by the Board.
- F. Acceptance of all gifts to the university. (*See Article VI, Delegated Authority, Section 1.H.*)
- G. Establishment of endowments and decisions to return endowment gifts or to seek changes in restrictions imposed by the gift instrument.

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE V: RESPONSIBILITIES AND RESERVED AUTHORITY (continued)**

- H.** Naming facilities and memorials.
- I.** Establishing investment policies.
- J.** Approval of faculty promotions, tenure, and sabbatical leaves.
- K.** Approval of contracts with all recognized bargaining units.
- L.** Admissions and retention policy.
- M.** Policy governing intercollegiate programs, including intercollegiate athletics.
- N.** Approval of policies pertaining to students' rights and responsibilities.
- O.** Establishing the contracting authority policy for university personnel.
- P.** Appointment of the university auditing firm.
- Q.** Acceptance of the annual audit of the university financial report.
- R.** Authorization of real property and facility leases by or to the university for more than one year's duration. (*See Article VI: Delegated Authority, Section 1.F. and G.*)
- S.** Authorization for the sale and purchase of real property.
- T.** Compensation for the president.
- U.** Assessing periodically the performance and functioning of the president and of the Board of Trustees.
- V.** Adoption and modification of the Board of Trustees bylaws.
- W.** Adoption of the Bylaws of the Central Michigan University Development Fund Board and ratification of the Central Michigan University Academic Senate Constitution.

**Article last amended:** 10-1202 (section 2.F.)

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE VI: DELEGATED AUTHORITY**

**Section 1. Authority Delegated to the President.**

**A.** The Board of Trustees delegates to the president authority over all matters not specifically reserved to the Board.

**B.** Authority to establish, revise or rescind all fees, fines, penalties, late fees, and charges for services rendered by the university, except where that authority is reserved to the Board, is delegated to the president. Any changes in such fees, fines, penalties, late fees, and charges shall be changes in university policy that will be available from the Office of Budget and Planning upon request.

**C.** Authority to institute legal proceedings as may be necessary to protect the assets and legal interests of the university is delegated to the president.

**D.** Authority to settle claims and suits brought by or against the university is delegated to the president or designee and, when settlements involve a payment of more than \$50,000, with the advice and consent of the board chair and chair of the finance committee.

**E.** Authority to approve personnel transactions except faculty promotions, tenure, and sabbatical leaves is delegated to the president.

**F.** Authority to execute real property and facility leases for office and classroom space for ProfEd, where the lease is a renewal or is for a change of location within the same service area and for the same clientele, and where the lease is for five years or less, is delegated to the president. This authority is delegated notwithstanding **Article V, Section 2.R.** of these bylaws.

**G.** Authority to execute leases and subleases of space on public broadcasting towers is delegated to the president. This authority is delegated notwithstanding **Article V, Section 2.R.** of these bylaws.

**H.** Authority to accept gifts to the university at the end of each calendar year is delegated to the president. This authority is delegated notwithstanding **Article V, Section 2.F** of these bylaws.

**Article last amended:** 08-0717 (section 1.D.)

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE VII: COMMITTEES OF THE BOARD**

**Section 1. Standing Committees of the Board.**

**A.** The Board shall establish standing committees of limited scope to advise the Board concerning matters which are within the authority of the Board. Membership on standing committees is limited to Board members.

**B.** The standing committees of the Board shall be academic and student affairs, audit, finance and facilities, nominating, and policy and bylaws.

**C.** Except for the Nominating Committee, the Board chair shall appoint the chairs and membership of all standing committees with such appointments remaining in effect at the pleasure of the Board chair.

**D.** Matters which may be taken to the Board of Trustees for action may, where appropriate, be referred to a Board committee by the Board chair in order that the committee may recommend a course of action to the Board.

**E.** Vice presidents of the university shall serve as staff liaison to Board standing committees as suggested by the subject matter of each issue referred to a standing committee; general counsel will serve as liaison to the policy and bylaws committee.

**F.** The Academic and Student Affairs Committee shall work primarily in areas pertinent to the academic activity of the university and to student life in the university community. It shall deal with subjects including, but not limited to, instruction, research and public service activities, the University Master Plan, academic planning, the awarding of honorary degrees, student health services, financial aid programs, student government, campus recreation activities, placement services and the quality of student life.

**G.** The Audit Committee will approve the audit plan of the Office of Internal Audit; review completed audits; on behalf of the Board, review the annual audit of the university's financial reports; and recommend external auditors.

**H.** The Finance and Facilities Committee shall work primarily in areas dealing with the development of the campus consistent with the Campus Master Plan, finances and personnel. It shall deal with subjects including, but not limited to, property acquisitions and disposals, all other property matters which might arise, investments, finance, and on-going budgetary activity, budget preparation, insurance, pensions, contracts, collective bargaining agreements, compensation and personnel policies for nonbargaining employees.

**I.** The Nominating Committee will be comprised of three members of the Board. The chair of the committee will be the immediate past chair still serving on the Board plus the current chair and the next most recent past chair. If a past chair is unwilling or unable to serve, the committee membership will be completed with a recent vice chair as appointed by the Board chair. In the event the committee membership of three is not filled using the above criteria, the Board chair will complete the membership selection. A candidate for chair cannot serve on the Nominating Committee.

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE VII: COMMITTEES OF THE BOARD (continued)**

**J.** The Policy and Bylaws Committee shall review and recommend policies and bylaws to the Board.

**Section 2. Special Committees of the Board.**

**A.** The Board may establish special committees of limited duration to advise the Board concerning specific matters within the authority of the Board.

**B.** The Board chair shall appoint the chairs and trustee members of all special committees with such appointments remaining in effect at the pleasure of the Board chair.

**C.** A committee comprised of trustees, academic senate representatives and the president or provost shall function as liaison between the Board and the academic senate. This group shall be known as the Trustees-Faculty Liaison Committee. The academic senate shall be represented by four faculty members selected as follows: two senate members elected by the senate to two-year rotating terms, plus the senate chairperson and the immediate past-chairperson.

The Trustees-Faculty Liaison Committee shall meet at periodic intervals to discuss matters of mutual concern to the senate and the Board. Also, the committee shall discuss and recommend to the Board proposed recipients of honorary degrees. The workings of this committee shall in no way supersede procedures agreed to in any collective bargaining agreement with the faculty or the official communication route available to all university staff.

**D.** A committee comprised of trustees, student representatives, and the president or designee shall function as liaison between the Board and the student body. This group shall be known as the Trustees-Student Liaison Committee and will meet at periodic intervals to discuss matters of mutual concern to students and the Board. The student body shall be represented by the Student Government Association president and three students selected by SGA according to guidelines for the selection of liaison committee representatives.

**Section 3. Limitation of Committee Authority.** Each committee established by the Board shall act as an advisory body only, and may recommend action to the Board of Trustees. No activity of such committee shall commit the Board to any policy declaration or action unless and until duly approved by the Board of Trustees at a regular or special formal session.

**Article last amended:** 13-0411 (section 1.B. and I; section 1. J., K. renumbered)  
11-0217 (sections 1.B., E., H.; sections 1.I., J., K. renumbered)  
10-0715 (section 1.B. and J.)  
07-1206 (section 1.B.)  
08-0214 (section 1).  
09-0917 (section 1).

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE VIII: SESSIONS OF THE BOARD**

**Section 1. Regular Formal Sessions.** The Board shall establish a two-year schedule of regular formal sessions. No later than the first meeting of each fiscal year, the schedule of regular formal sessions will be extended for an additional year.

**Section 2. Special Formal Sessions** of the Board may be called by the chair or three members of the Board, provided that notice of special sessions shall be given all members not less than two days in advance. Such advance notice may be waived if all members of the Board agree, so long as the public notice provisions of Section 9.B are followed.

**Section 3. Agenda.** The Board shall conduct its business at formal sessions according to a prepared and previously distributed agenda. The Board agenda shall include those matters of business which the president wishes to place before the Board and any matter on which a trustee may request Board consideration, subject only to the approval of the Board chair.

The secretary shall provide the agenda to each member at least seven days before the next regular formal session of the Board. Changes in the order of the agenda or additions or deletions of action items may be made at the session at the request of the chair, without objection, or by a vote of a majority of the Board present. Any member of the Board is free to bring up any item for discussion even though it does not appear on the regular agenda.

**Section 4. Rules of Order.** General parliamentary rules, as modified by these bylaws, shall govern the conduct of business at regular and special formal sessions of the Board.

**Section 5. Quorum.** A majority of the members of the Board appointed and serving shall form a quorum for the transaction of business.

**Section 6. Controlling Vote.** A majority vote of the members of the Board appointed and serving will control action of the Board except as otherwise provided in the bylaws.

**Section 7. Public Sessions.** Formal sessions of the Board shall be open to the public. Final decisions which are binding on the university shall be made at formal sessions.

**Section 8. Minutes.**

**A.** Minutes of regular and special formal sessions will be kept and made available. Minutes of a session become official upon approval by the Board at its next session.

**B.** The official minutes of the formal sessions of the Board, with the original reports and supporting documents, shall be kept in the Office of the Secretary.

**C.** The Office of the Secretary will distribute minutes, after they have been approved by the Board, to the chairperson of the academic senate, president of the student government association, Park Library (two copies), and other persons and officers whom the Board or the secretary designates. Copies of the minutes will also be available to the public; payment of a reasonable estimated cost for printing and copying may be charged.

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE VIII: SESSIONS OF THE BOARD (continued)**

**Section 9. Public Notices.**

**A. Regular Formal Sessions.** The public notice of each regular formal session of the Board will be posted at the bulletin board outside the Office of the Secretary. Notice will be posted at least three days prior to the first regularly scheduled formal session of the Board in each fiscal year, stating the dates, times and locations of the sessions. A public notice of a change in session schedule shall be posted within 72 hours after the session at which the change was made and not less than 18 hours prior to the session. This notice will include the date, time and place of the rescheduled session and be posted at the bulletin board outside the Office of the Secretary.

**B. Special Formal Sessions.** The public notice of a special formal session of the Board shall be posted at least 18 hours before the session at the bulletin board outside the Office of the Secretary.

**C. Reconvened Formal Sessions.** A public notice of the reconvening of a regular or a special formal Board session will be posted if the body is recessed for more than 36 hours. The public notice will be posted at least 18 hours before the session at the bulletin board outside the Office of the Secretary.

**D. Requests for Public Notices.** Upon written request to the Office of the Secretary a copy of all Board formal session notices for which notice is posted at least 72 hours before the session will be sent by first-class mail and free of charge to a requester including any newspaper which is published in the state and any radio or television station located in the state.

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE IX: COMMUNICATIONS TO THE BOARD AND APPEARANCES AT MEETINGS**

**Section 1. Communications.** Any person may propose policies or actions to the Board. Such proposals should be in writing and submitted to the president.

**Section 2. Appearances.** Individuals and organized groups of individuals who desire to appear before the Board to present any matter concerning the governance of Central Michigan University shall have the right to appear before the Board of Trustees at a formal session of the Board of Trustees in the following manner:

**A.** Such an individual or group of individuals may be heard upon any items that are on the agenda for a given session if the person delivers a written request to speak to the Board about an item on the agenda to the Board's secretary before the beginning of a Board meeting. An opportunity to speak on that item shall be provided before the Board considers action on the item.

**B.** At the conclusion of each session of the Board any member of the public may speak to the Board concerning any matter relating to the governance of Central Michigan University if the party delivers a written request to speak to the Board's secretary before the time for public comment begins.

**C.** The chair may limit the time available to speakers in order to permit all who desire to speak an opportunity to do so. Each speaker may address the Board for up to five minutes and, if the list of speakers is long, the chair may reduce that time to three minutes. The Board shall make available 15 minutes for speakers on any one topic.

**D.** The Board may permit any individual or group of individuals to present any matter to the Board at any time, without prior notice, upon motion and second by members of the Board and approval by a majority of the Board members present.

**E.** Board members normally shall not make a written or verbal response to any presentation made to the Board pursuant to this article.

**Article last amended:**

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE X: MISCELLANEOUS**

**Section 1. Execution of Instruments.** All deeds, contracts, bonds, notes or other instruments authorized by the Board of Trustees shall be validly executed if signed by the president, or by such other person as the Board of Trustees may from time to time designate.

**Section 2. Fiscal Year.** The fiscal year of the institution shall commence on July 1 and end on June 30 of the following year.

**Section 3. Indemnification.** Each employee, officer, or trustee of Central Michigan University shall be indemnified by the university against any claims and liabilities to which the employee, officer, or trustee has or shall become subject by reason of:

- A. Promulgation or administration of any policy of the Board of Trustees.
- B. Any directive of the president of the university.
- C. Any act or failure to act on the part of any officer or trustee of the university.

The university shall reimburse each such employee, officer, or trustee for all reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with such claim or liability in excess of any insurance coverage applying to the claim or liability against such employee, officer, or trustee, provided, however, no such person shall be indemnified against, or be reimbursed for any expenses incurred in connection with any claim or liability arising out of willful misconduct or gross negligence of such employee, officer, or trustee.

The amount paid to any employee, officer, or trustee by way of indemnification shall not exceed the liability incurred plus the actual, reasonable, and necessary expenses incurred by such employee, officer, or trustee in connection with the matter involved and such additional amount as may be fixed by the Board of Trustees.

The rights of indemnification shall not be deemed exclusive of any other rights to which an employee, officer, or trustee may be entitled apart from the provisions of this indemnification policy.

**Section 4. Conflict of Interest.** Board members shall avoid participating in decision-making processes involving conflict or apparent conflict of interest. Board members shall not vote on any issue involving conflict of interest and may participate in the discussion on such matters only at the request of other members of the Board.

**Section 5. University Policy Manual.**

A. All policies governing the operations of the university that are enacted by the Board of Trustees, or by the president under authority delegated by the Board, shall be reduced to writing, shall be made available to each member of the Board at the earliest possible time subsequent to enactment and shall be made a part of a University Policy Manual. The Office of the General Counsel shall maintain the University Policy Manual and shall advise members of the Board through the secretary and the president of all revisions, additions or deletions to the policy manual.

B. Policies approved by the Board shall take effect on the date of the Board session at which such policy was adopted unless a different effective date is specified by the Board.

**Central Michigan University Board of Trustees**

**BYLAWS**

**ARTICLE X: MISCELLANEOUS (continued)**

**Section 6. Internal Audit Process.**

**A.** The function of internal audit is established at Central Michigan University to assist the Board of Trustees in fulfilling its responsibility for continuing oversight of the management of the university and to be of service to all levels of management of the university. The position of director of internal audit is established and assigned responsibility for conduct of the university internal audit function.

Internal audit shall be an independent appraisal function to examine and evaluate the activities of the university. The objective is to assist officers and employees of the university in the proper discharge of their responsibilities by providing analyses, appraisals, recommendations, counsel, and information concerning the activities reviewed.

**B.** The director of internal audit, in the performance of his/her duties, shall report administratively to the president and functionally to the Board chair through the Board's Audit Committee.

**C.** The administrative responsibility to ensure an effective system for internal control is assigned to the vice president for finance and administrative services.

**Section 7. Adoption, Revision and Deletion of Bylaws.** A Board bylaw may be adopted, revised or deleted by a majority vote of the members of the Board of Trustees at any regular session or any special session called for such purpose provided that proposed changes be submitted in writing to members of the Board seven working days prior to the session. The written notice requirement may be waived at any regular session by a unanimous vote of the members of the Board present.

Criterion 2 Evidence  
Board Policy Manual Table of Contents



# BOARD of TRUSTEES

CENTRAL MICHIGAN UNIVERSITY

[CentralLink](#) > [Board of Trustees](#) > [About Board of Trustees](#) > Board Policy Manual

## Board Policy Manual

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Through May 1, 2014 Minutes

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Chapter 2	<a href="#">Presidential and Administrative Authority and Organization</a>
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Chapter 5	<a href="#">Academic Structure, Programs and Regulations</a>
Chapter 6	<a href="#">Students</a>
Chapter 7	<a href="#">Scholarships and Financial Aid</a>
Chapter 8	<a href="#">Fees, Fines and Penalties</a>
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Chapter 10	<a href="#">University Facilities, Buildings, Housing and Grounds</a>
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Updated September 22, 2014

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### About Board of Trustees

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# Criterion 2 Evidence

## CITI



CentralLink > Office of the Provost > Office of Research and Graduate Studies > Office of Research Compliance > Institutional Review Board > IRB Training-CITI

### IRB Training-CITI

#### Collaborative Institutional Training Initiative (CITI)

CITI is the electronic system through which CMU faculty, staff and students obtain training and certification for projects proposing the inclusion of human subjects.

- [Link to CITI](#)
- [CITI Registration Instructions](#)
- [Guide to CITI Navigation](#)

[Report a Research Concern](#)

#### Institutional Review Board

- Policies and Procedures
- IRB Roster
- IRB Meeting Schedule and Submission Deadlines
- IRBNet for Human Subjects
- Forms and Useful Links
- Accreditation Application
- Metrics and Newsletter
- Things That Must Be Reported
- Proposed Changes in the Regulations



Criterion 2 Evidence  
CMED Office of Student Affairs



- About Us
- Students
- Residents
- Faculty & Staff
- Research
- Donors & Gifts
- CMU Health



CENTRALINK > COLLEGE OF MEDICINE > STUDENTS > CURRENT STUDENTS > OFFICE OF STUDENT AFFAIRS

## Welcome to the Office of Student Affairs!

The Office of Student Affairs welcomes you. We are committed to supporting our students through medical school with a variety of services including: career counseling, financial aid counseling, academic assistance, referrals to health and counseling services, advisement of student organizations, and more. See this site and the Student Handbook for further details. We are conveniently located on the first floor of the College of Medicine Building (1401), so please stop in.

### Meet the Team

Interim Associate Dean of Student Affairs  
Joel H. Lanphear, PhD

Assistant Dean of Student Affairs  
Sarah Yonder, MD

Student Affairs  
Charmica Abinojar, Director  
Candace Johnson, Senior Administrative Assistant

Senior Associate Director of Financial Aid  
Chris Brown

Admissions  
Chris Austin, Director  
Melissa Bussear, Executive Administrative Assistant

## Quick Links

### Current Students

- Electives
- Office of Student Affairs
- Office of Medical Education
- Faculty Mentor Bank
- College of Medicine Forms
- Praise and Concern Cards
- USMLE Study Guides
- USMLE Step 1 Resources
- Central Line
- College of Medicine Confidential
- CMU CentralLink
- CMU Student Organizations
- Wellness

### Future Students

## Overseeing Compliance

Our office assists students with maintaining compliance to be in good standing. Students will need documentation of these requirements from pre-matriculation through the clinical years.

- [Immunizations & Testing](#)
- [Health Insurance](#)
- [Respirator Fit Testing](#)
- [Universal Precaution Training](#)
- [Criminal Background Checks](#)

## Services

We offer services that you can use from day one until the day before graduation. Everything from figuring out your financial aid needs to learning about balance in your life.

- [Financial Aid](#)
- [Career Counseling](#)
- [Academic Assistance & CMU Resources](#)
- [Faculty Advisor Program](#)
- [Mentoring & Wellness Program](#)
- [Student Organizations & Government](#)
- [USLME Preparation](#)
- [Residency Application Assistance](#)

## Health Resources & Exposure Protocol

Serving as a referral office, we can give you information about where to seek care for your body and mind as well as the important steps to take if you sustain an injury during training.

- [University Health Services](#)
- [Counseling Center](#)
- [Infectious & Environmental Hazards Exposure & Follow-up Protocol](#)

[Future Students](#)

[Student Life](#)

[Student Handbook](#)

[General Competencies](#)

[Student Organizations](#)



ABOUT US	STUDENTS	RESIDENTS	FACULTY & STAFF	RESEARCH	DONORS & GIFTS	CMU HEALTH
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<a href="#">Discipline Chairs</a>	<a href="#">Future Students</a>	<a href="#">Continuing Medical Education - CME</a>	<a href="#">Future Staff</a>	<a href="#">Library Services Mt. Pleasant Campus</a>	<a href="#">Contact Us</a>	<a href="#">University Health Services</a>
<a href="#">Administration</a>	<a href="#">Student Organizations</a>	<a href="#">Emergency Medicine</a>	<a href="#">Current Faculty</a>	<a href="#">Library Services Saginaw Campus</a>		<a href="#">Saginaw</a>
<a href="#">General Competencies</a>		<a href="#">Family Medicine</a>	<a href="#">Current Staff</a>	<a href="#">SYNAPSE Clinical Simulation Center</a>		
<a href="#">Community Engagement</a>		<a href="#">Internal Medicine</a>	<a href="#">Community</a>			
<a href="#">Contact Us</a>		<a href="#">Obstetrics &amp; Gynecology</a>				
		<a href="#">Psychiatry</a>				

Criterion 2 Evidence  
CMU CMUFA Agreement 2014

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Central Michigan University  
and  
CMU Faculty Association

2014-2019 Agreement



# CMU/CMUFA AGREEMENT 2014-2019

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**Article 1  
DEFINITIONS**

- AGREEMENT: The term "Agreement" as used herein refers to this collective bargaining agreement document, including Letters of Agreement and Exhibits.
- ASSOCIATION: In this Agreement, "ASSOCIATION" means the Central Michigan University Faculty Association as referred to in the Michigan Employment Relations Commission (MERC) Certification of Representative, dated May 9, 1977.
- BUSINESS DAY: A day when the University is operating, excluding Saturdays and Sundays.
- CMU: In this Agreement, "CMU" means Central Michigan University as referred to in the MERC Certification of Representative, dated May 9, 1977.
- DEAN: In this Agreement, the term "dean" refers to academic deans, unless expressly stated otherwise.
- DEPARTMENT: In this Agreement, the term "department" refers to academic departments, the School of Accounting, the School of Broadcast and Cinematic Arts, School of Engineering and Technology, the School of Health Sciences, the School of Music, the School of Rehabilitation and Medical Sciences, the Counseling Center, the Libraries, and Intercollegiate Athletics, unless expressly stated otherwise.
- NOTIFICATION: In this Agreement, unless the terms of any paragraph require written notification or notification in writing, such notification may be sent by email.

**Article 2  
RECOGNITION**

1. CMU recognizes the ASSOCIATION as the exclusive bargaining agent for the persons included in the bargaining unit described as follows:
  - a. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University faculty who hold faculty rank and carry at least one-half load in teaching or research, except as noted in Paragraph 2;
  - b. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University professional librarians, coaches, counselors, and department chairpersons – except head coaches in football and men's and women's basketball;
  - c. All regular, part-time Central Michigan University faculty who hold faculty rank carrying at least a half-time teaching load.

2. The following are excluded: all faculty whose primary appointment is in the College of Medicine, graduate assistants, coordinators, visiting faculty, head coaches in football and men's and women's basketball, supervisors, confidential employees (as the term is used in labor relations), administrators, deans, associate deans, assistant/associate vice presidents, vice presidents, vice provosts, the Provost, and the President.

### **Article 3 RIGHTS OF CMU**

1. CMU has the right to the general supervision of the institution and the control and direction of expenditures from the institution's funds. CMU has the legal responsibility to carry out the educational mission of the institution. CMU reserves and retains solely and exclusively all rights to manage, direct and supervise all work performed and retains solely its management rights and functions.
2. Such rights are by way of illustration, but not limitation: determination and supervision of all policies, operations, methods, processes, duties and responsibilities of employees, size and type of academic and nonacademic staff, standards of employment-related performance, assignments, responsibilities to be performed, scheduling of these responsibilities, persons employed, promotion, transfer, nonappointment, reassignment, suspension, discipline, discharge or layoff of employees; determination of compensation; establishment, modification or abolition of programs and courses of instruction; determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property.
3. These rights shall be exercised so as to neither substantially expand responsibilities of bargaining unit members nor to conflict with this Agreement.

### **Article 4 RIGHTS OF THE ASSOCIATION**

1. CMU and the ASSOCIATION agree that every member of the bargaining unit shall have the right to join and support the ASSOCIATION and that no member shall be subject to harassment, intimidation, or interference because of membership in and support of the ASSOCIATION.
2. CMU will not aid, promote, or finance any collective bargaining agent that purports to engage in collective bargaining nor make any agreement with such an agent for the purpose of undermining the ASSOCIATION.
3. CMU will not give special advantage, not available to others of similar status or situation, to any person or group that has as an expressed purpose the undermining of the ASSOCIATION in its legitimate collective bargaining activities.

4. CMU agrees that conditions of employment shall be maintained at not less than the standards in existence at the time of this Agreement except that such conditions may be changed as required by the express provisions of this Agreement.
5. In the event that an alleged violation of this Article would be considered by MERC to be a proper subject for an Unfair Labor Practice (ULP) charge, the ASSOCIATION has an election of a choice of remedies either to grieve or to file a ULP; but, it agrees it cannot do both simultaneously.

## **Article 5 UNION SECURITY**

1. Consistent with the requirements of the Michigan Public Employment Relations Act (PERA), as amended, and in accordance with the terms of this Article, each bargaining unit member covered by this Agreement has the choice of whether or not to become an ASSOCIATION member. Financial support of the ASSOCIATION is not a condition of employment. For those who are ASSOCIATION members and wish to pay dues via payroll deduction, the terms of this Article shall apply.
2. List of Members for Payroll Deduction. The following lists are required to process appropriate payroll deductions as to bargaining unit members for whom CMU has current authorization forms for those deductions:
  - a. CMU will furnish the ASSOCIATION with a list of individuals who will cease to be members of the bargaining unit for the next academic year. This list shall be provided prior to the end of each Spring Semester.
  - b. CMU will furnish the ASSOCIATION with a list of continuing bargaining unit members and each member's base salary for the academic year just concluded. This list shall be provided no later than June 1 each year.
  - c. The ASSOCIATION will furnish CMU with a list certified by the ASSOCIATION as to its accuracy and validity of continuing ASSOCIATION members from whose paychecks the dues shall be deducted and the amounts to be deducted. This list shall be provided no later than September 10 of each year.
  - d. CMU will furnish the ASSOCIATION with a list of individuals who will join or re-join the bargaining unit since the previous Spring Semester. This list shall be provided no later than August 10 each year.
  - e. CMU will furnish the ASSOCIATION with a list of the bargaining unit members for the academic year. This list shall be provided no later than September 10 each year.
  - f. CMU will notify the ASSOCIATION within 20 calendar days of notification being received in Faculty Personnel Services whenever an individual comes into the bargaining unit, leaves the bargaining unit, or changes status as a full-time or part-time employee.

- g. The ASSOCIATION will furnish CMU with a list certified by the ASSOCIATION as to its accuracy and validity of additional bargaining unit members from whose paychecks the dues shall be deducted and the amounts to be deducted. This list shall be provided no later than October 1 each year.
  - h. When individuals come into the bargaining unit at times other than the beginning of the academic year, the ASSOCIATION shall furnish CMU with a list certified by the ASSOCIATION as to its accuracy and validity of their names and the amounts to be deducted by CMU for the collection of dues through payroll deduction. Such names may be submitted after October 1, but must be provided by April 15.
  - i. In order to process dues deductions as described above, CMU must receive from the ASSOCIATION a current dues deduction authorization form, which shall be effective until such authorization is rescinded in writing by the bargaining unit member in accordance with the terms of this Agreement, or until the individual is no longer a bargaining unit member.
3. Payroll Deduction. Subject to the provisions of this Article, CMU will deduct the appropriate amount of dues from the bargaining unit member's wages as certified by the ASSOCIATION in writing. Moneys so deducted will be transmitted to the ASSOCIATION, or its designee, no later than twenty (20) calendar days following each deduction.
- a. For continuing ASSOCIATION members identified by September 10 and for whom current authorization forms have been provided by the ASSOCIATION, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the third (3<sup>rd</sup>) and continuing through the eighteenth (18<sup>th</sup>) pay period of each academic year.
  - b. For additional ASSOCIATION members identified by October 1 and for whom current authorization forms have been provided by the ASSOCIATION, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the fifth (5<sup>th</sup>) and continuing through the eighteenth (18<sup>th</sup>) pay period of each academic year.
  - c. For ASSOCIATION members who come into the bargaining unit at times other than the beginning of the academic year, and for whom current authorization forms have been provided by the ASSOCIATION, upon notification from the ASSOCIATION, deductions will be made in equal amounts beginning with the first check for which this is feasible and continuing through the eighteenth (18<sup>th</sup>) pay period of the academic year.
  - d. Notwithstanding any other provision of this Agreement or any dues deduction authorization form provided by the ASSOCIATION or otherwise, a bargaining unit member may rescind his or her dues deduction authorization by providing CMU's Payroll Office and the ASSOCIATION's Treasurer with at least sixty (60) calendar days' prior written notice. Upon receipt of such notice, CMU will cease making deductions for such member within the following sixty (60) calendar days, but no earlier than (30) calendar days after CMU's receipt of the notice. Nothing in this Agreement, though, controls any bargaining unit member's status as a member of the ASSOCIATION. Should the member wish to reactivate dues deductions under this Article, such a request will be processed in accordance with this Article upon receipt of a new form authorizing dues deductions.

4. Refunds. In cases where a deduction is made that duplicates a payment that a bargaining unit member already has made to the ASSOCIATION, or where a deduction is not in conformity with the provisions of the ASSOCIATION Constitution or Bylaws, refunds to the bargaining unit member will be made by the ASSOCIATION.
5. The ASSOCIATION agrees to indemnify and save CMU and any CMU employee harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, CMU shall give timely notice of such action to the ASSOCIATION and shall permit the ASSOCIATION's intervention as a party, if the ASSOCIATION desires. If the ASSOCIATION chooses to intervene, CMU agrees to give full and complete cooperation to the ASSOCIATION and its counsel in securing and giving evidence, in obtaining witnesses, and in making relevant information available at both trial and appellate levels.

**Article 6**  
**CONFERENCES FOR ASSISTANCE TO BARGAINING UNIT MEMBERS**

1. For purposes of this Article,
  - a. "Dean," in Paragraphs 2 through 5, shall mean dean or other senior officer associated with the college;
  - b. "Chairperson" shall mean chairperson/unit director of the member's department/unit or chairperson of the member's department/unit committee having jurisdiction over reappointment, tenure, and promotion recommendations.
2.
  - a. In the Libraries, the conferences described below will include the bargaining unit member, the supervisor of the bargaining unit member, and the dean. Upon notification from the bargaining unit member, the chair of Library Governance will be invited to attend the conference to act in a role comparable to that of an academic department chairperson. If the conference is for assistance to the chair of Library Governance, and he/she so requests, the chair of the Libraries' Reappointment, Tenure, and Promotion Committee will be invited to attend the conference.
  - b. If the conference is for an academic department chair, then a past chair of the department, or the chair of the department's personnel committee, or, in the absence of either of the two, a tenured member of the chair's department will also attend the meeting.

**Conferences for Non-tenured Bargaining Unit Members**

3. Once each year, the bargaining unit member's dean shall have an individual conference with the non-tenured bargaining unit member (excluding bargaining unit members who have received notification of tenure or non-reappointment or who have resigned). The meeting shall be scheduled by the dean and shall also be attended by the chairperson. The dean, in scheduling the meeting, shall take into account those times of the year that are most busy for bargaining unit members and attempt to schedule around those times. The dean shall provide at least two (2)

weeks advance notice of the day/time of the meeting and the parties shall attend unless unavoidable circumstances intervene preventing attendance, in which case the party not able to attend shall offer an alternate day/time that is within one week of the date originally scheduled. Unless there is mutual agreement to the contrary, conferences for ten-month bargaining unit members will be held during the Fall and Spring semesters while classes are in session.

4. The Article 6 meeting is intended to be developmental in nature and to assist the bargaining unit member's progress toward meeting the criteria, standards, and procedures existing at the department, college, and university levels which apply to that bargaining unit member's consideration for reappointment, tenure, or promotion. At least three business days prior to the meeting, the bargaining unit member shall provide to the dean and department chair her/his current curriculum vitae. At the meeting the dean will review with the bargaining unit member the criteria and standards for reappointment, tenure, or promotion. The chairperson shall review the existing information in the department records and inform the bargaining unit member to what extent he/she is or is not meeting the criteria and standards. In addition, the dean shall review the existing information in the office of the dean and inform the bargaining unit member to what extent he/she is or is not meeting the criteria and standards established in conformity with this Agreement.
5. a. The dean shall inquire at the conference whether the bargaining unit member has any questions regarding criteria and standards or application of criteria and standards pertaining to reappointment, tenure, or promotion consideration for that bargaining unit member. Within five (5) calendar weeks of the date of the conference, the dean shall furnish to the bargaining unit member a written statement of the extent to which he/she is meeting the criteria and standards, and a summary of questions asked by the bargaining unit member and responses to those questions furnished by the dean. The written statement also will summarize other matters discussed pertaining to the bargaining unit member's performance with regard to the criteria and standards. In the event the bargaining unit member desires the dean to reconsider her/his written statement, the bargaining unit member must furnish the dean, within four (4) calendar weeks of the date of receipt of the dean's written statement, with a statement that presents the bargaining unit member's alternative view and asks for reconsideration by the dean. The dean shall not be required to change her/his statement.
- b. Whether or not a change is made or requested, the bargaining unit member may under Article 11, paragraph 14, prepare a statement at any time to be placed in the bargaining unit member's personnel file.

#### **Conferences for Tenured Bargaining Unit Members**

6. Once every five (5) years, the bargaining unit member's dean shall have an individual conference with the tenured bargaining unit member. The meeting shall be scheduled by the dean and shall also be attended by the chairperson. The dean, in scheduling the meeting, shall take into account those times of the year that are most busy for bargaining unit members and attempt to schedule around those times. The dean shall provide at least two (2) weeks advance notice of the day/time of the meeting and the parties shall attend unless unavoidable circumstances intervene preventing attendance, in which case the party not able to attend shall offer an alternate day/time that is within

one week of the date originally scheduled. If during the preceding five-year interval the bargaining unit member has received a positive decision for tenure, promotion, or a professor salary adjustment, that review may serve to fulfill this requirement unless the bargaining unit member or the dean wishes that a conference be held. The five-year timeframe shall begin anew as of the date of the tenure, promotion, or professor salary adjustment recommendation by the dean or the date of the individual conference, whichever occurs later in time. Unless there is mutual agreement to the contrary, conferences for ten-month bargaining unit members will be held during the Fall and Spring semesters while classes are in session.

7. At the meeting, the dean and chairperson shall:
  - a. Review the performance and achievements of the tenured bargaining unit member; and, if relevant, discuss any serious performance deficiencies which are perceived to exist.
  - b. For those seeking promotion or professor salary adjustment, review with the tenured bargaining unit member the criteria, standards, and procedures existing at the department, college, and university levels which apply to the member's consideration for promotion or professor salary adjustment and inform the member to what extent he/she is or is not meeting the standards and criteria established in conformity with this Agreement.
  - c. Offer assistance for the member's continuing professional development.

#### **Article 7 INFORMAL MEETING**

Representatives of the ASSOCIATION and of CMU shall meet at least once each academic semester for the purpose of discussing those matters necessary to the implementation of this Agreement. Such informal meetings also shall be held at other times after a request of either CMU or the President of the ASSOCIATION for the purpose of maintaining and improving relationships.

#### **Article 8 GRIEVANCE PROCEDURE**

1. CMU and the ASSOCIATION recognize that CMU provides methods for resolving disputes outside this Agreement. However, the procedures contained in this Article are the only procedures available to a bargaining unit member for resolving disputes with respect to the provisions in this Agreement. A matter grieved under the provisions of this Agreement may not be grieved under any other grievance procedure available at Central Michigan University, and a matter resolved under another grievance procedure at Central Michigan University may not be grieved under the provisions of this Article.
2. A grievance is a written allegation or written complaint which alleges a violation, misinterpretation, or improper application of the express terms and conditions of this Agreement or of any department procedure developed under Article 10 (Department Procedures, Criteria, Standards, and Bylaws). Grievances shall be signed, presented, and processed as set forth below.

3. The person or persons who may bring a grievance are:

- a. An individual bargaining unit member.
- b. A group of two (2) or more bargaining unit members alleging the same violation. When a group grievance is brought, the ASSOCIATION will designate one (1) of the grievants to represent the group as a single spokesperson with the understanding that any resolution at Step Two (2): Formal Stage, or beyond, must have the concurrence of the ASSOCIATION.
- c. ASSOCIATION.
  - 1) The ASSOCIATION may bring a grievance on behalf of all bargaining unit members as a single grievance where an alleged violation of the Agreement uniformly affects all the members of the bargaining unit, including an alleged known sum certain in damages for each bargaining unit member. The result of the grievance shall be binding on every bargaining unit member.
  - 2) The ASSOCIATION may bring a grievance where an ASSOCIATION interest is at stake and does not involve money damages that would be paid to individuals in the bargaining unit.
- d. CMU.

CMU may bring a grievance against the ASSOCIATION alleging a violation of this Agreement.

4. Definitions and General Provisions.

- a. "Grievant" means the ASSOCIATION, CMU, group, or individual who initiates a grievance.
- b. "Respondent" means the ASSOCIATION, CMU, group, or individual against whom the grievance is brought.
- c. For purposes of this Article, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during Fall and Spring Semesters. At the election of the grievant and upon mutual agreement of CMU and the ASSOCIATION, "days" may also include consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on campus during Summer Sessions.
- d. The "first occurrence of the event giving rise to a grievance" for grievances relating to tenure and promotion means notification to the bargaining unit member of the Provost's decision not to make a positive recommendation to the Board of Trustees. The "first occurrence of the event giving rise to a grievance" for grievances relating to reappointment means notification to the bargaining unit member of the Provost's decision. For purposes of this Paragraph, notification of that decision means personal or certified delivery to her/him when the bargaining unit member is not teaching on campus.

- e. Faculty Personnel Services (“FPS”), or a successor administrative office as designated by the President of the University, is the office designated by CMU to handle grievances for CMU under this Agreement. The grievance shall be delivered to FPS. FPS is responsible for arranging mutually convenient times and locations among all parties for the purposes of Step One (1) and Step Two (2) grievance meetings under this Article.
- f. Upon request of the ASSOCIATION or the bargaining unit member, CMU shall share, in a timely manner, information relevant to the grievance which is disclosable under applicable state and federal laws.
- g. By mutual agreement, the grievance may be submitted to mediation at any step of this procedure. Any agreement reached in mediation shall be reduced to writing, signed by the parties, and shall serve as a binding resolution of the grievance. Failure to reach agreement in mediation shall reactivate the grievance at the same step it occupied prior to mediation.
- h. All time limits set forth in this Article shall be adhered to except when changed by mutual agreement. Failure of the respondent to meet a time limit automatically refers the matter to the next level.
- i. The ASSOCIATION and CMU shall attempt to resolve all grievances prior to the ending of any academic year, and will meet during the Spring Semester of each year with a view to resolving current grievances.
- j. Notwithstanding the expiration of the Agreement, any grievance arising hereunder shall be processed through the grievance procedure until resolution, at the election of the grievant.
- k. Steps in the grievance procedure may be waived upon mutual agreement.

### **Filing and Processing a Grievance**

#### **Step One (1): Informal Stage**

- 5. a. Within twenty (20) days of the first occurrence of the event giving rise to a grievance or within twenty (20) days after the person(s) bringing the grievance reasonably should have known of information giving rise to the grievance, the grievant(s) or the ASSOCIATION shall deliver to FPS and the ASSOCIATION a signed grievance prepared either by the grievant(s) or by the ASSOCIATION. However, where the “first occurrence of the event giving rise to the grievance” (see paragraph 4(d) above) shall have occurred between April 1 and July 31, the grievance must be filed not later than the end of the first week of classes of the following fall semester. A grievance may be filed when classes are not in session, and the Step 1 meeting may be scheduled when classes are not in session only if all parties agree. The grievance statement shall set forth:
  - 1) The specific acts that constitute the basis for the grievance,

- 2) The Article(s) of the Agreement alleged to have been violated by the acts,
  - 3) An explanation that describes the manner in which the acts allegedly violate the identified language of the Agreement,
  - 4) The remedy requested, and
  - 5) Whether or not the grievant(s) wishes to have a representative of the ASSOCIATION present at meetings at this Step. If the grievant elects to waive her/his right to ASSOCIATION representation, it is nevertheless understood that all parties retain their rights under the Public Employment Relations Act (PERA).
- b. The purpose of including items 1)-4) above in this statement is to provide a basis for FPS' investigation of the matter. The statement does not preclude either the addition of allegations or the removal of allegations at Step Two (2) of this procedure. Matters not delivered to FPS within the specified time limit are ended.
6. Within ten (10) days of delivery of the written grievance, the grievant shall meet with a representative of FPS, and a representative of the ASSOCIATION if so requested by the grievant, to discuss the grievance. Nothing in this provision shall preclude the parties from resolving the grievance at this stage of the grievance process, as provided under state law (PERA). A grievance that is resolved at the Step One (1): Informal Stage shall not constitute precedent for any future grievance activity. Any efforts or proposals intended to resolve a grievance at the Step One (1): Informal Stage shall not prejudice any position at the Step Two (2): Formal Stage.
  7. FPS shall communicate a written response to the grievant and the ASSOCIATION not later than fifteen (15) days after the Step One (1) meeting. However, if the grievant has elected to waive her/his right to ASSOCIATION representation and there is to be no adjustment, this written response will be conveyed only to the grievant (who may then, at her/his option, notify the ASSOCIATION of the result).
  8. FPS' response shall provide an explanation for its decisions. The response communicated to the grievant does not constitute precedent. If the response of FPS is not satisfactory, the grievance may be appealed by the grievant(s) in writing to the ASSOCIATION with a copy of the same presented to FPS. A copy must be received by FPS within ten (10) days of its response. If a response of FPS does not grant the grievance and that response is not appealed in writing, the grievance shall be considered withdrawn and not be subject to further review.
  9. The ASSOCIATION will review the grievance and, if it wishes to refer it to the Contract Grievance Conference (CGC), shall within ten (10) days after receipt of the appeal notify FPS, in writing, that a CGC shall be convened.
  10. When the ASSOCIATION is the grievant, and FPS' response is unsatisfactory, the ASSOCIATION may refer the matter to the CGC by written notification to FPS within twenty (20) days from receipt of FPS' response.

## **Step Two (2): Formal Stage**

11. FPS' receipt of the CGC referral by the ASSOCIATION marks the beginning of the Step Two (2): Formal Stage of the grievance procedure. Within ten (10) days after notification to FPS that a CGC is to be convened, the ASSOCIATION shall prepare and forward to FPS a record which shall reference the initial grievance, any modifications or amendments to it, and FPS' response. The record may also include a rebuttal of FPS' response and other relevant information. Within ten (10) days after receipt of this record by FPS, the CGC shall convene and render its decision following the procedure in Paragraphs 12 and 13 within forty-five (45) days.
12. The CGC shall consist of two representatives of CMU and two representatives of the ASSOCIATION. CMU and the ASSOCIATION may each elect to have a third representative attend as a resource person. Additional persons may attend the conference by mutual agreement.
13. The decision of the CGC shall be recorded in writing. If the CGC cannot agree on a resolution of the grievance, it shall identify the issues of disagreement and identify stipulations of fact, if any. This document, signed by the conference members, will be disseminated to the ASSOCIATION and CMU. At this point, the conference shall be considered ended.
14. Within fifteen (15) days of the signing of the CGC decision, or the end of the forty-five (45) day period described in Paragraph 11 of this Article, whichever is sooner, the ASSOCIATION shall notify CMU in writing if it is electing binding arbitration under Article 9 of this Agreement or if, as may be the case in a denial of tenure, it is electing to refer the grievance to an Appellate Review Committee under Paragraph 19 of this Article. If no election for continuation is made, the grievance shall be considered withdrawn and not be subject to further review.

### **Grievances Relating to Reappointment, Tenure, or Promotion Recommendations or Decisions**

15. A bargaining unit member not awarded reappointment, tenure, or promotion may grieve the decision. The bargaining unit member shall have the burden of proof whenever the reason for denial is the bargaining unit member's failure to meet one or more of the criteria and standards as provided in Article 14 (Reappointment, Tenure, and Promotion Policies). CMU shall have the burden of proof whenever the denial is for any other reason.
16. In order to bring a grievance with respect to promotion, the bargaining unit member must first have asked for a review of any negative recommendation at every level beyond which it was made, up to and including the Provost. (See Article 14, Paragraphs 31.b. and 53-55.)
17. Complaints or charges of illegal discrimination in connection with reappointment, tenure, or promotion decisions may be brought under this Article.
18. Binding Arbitration. If a grievance concerning the denial of reappointment, tenure, or promotion remains unresolved at Step Two (2), the grievance may be referred by the ASSOCIATION to

binding arbitration under the provisions of Article 9. The arbitrator's award in such case may include the grant of reappointment, tenure, or promotion to the bargaining unit member.

19. Appellate Review Committee. If a grievance concerning the denial of tenure remains unresolved at Step Two (2) and there has been no election for binding arbitration, the grievance may be referred by the ASSOCIATION to the Appellate Review Committee.
  - a. Within ten (10) days of the election to carry the grievance to the Appellate Review Committee, representatives from the ASSOCIATION and CMU shall meet to select a panel of twelve (12) tenured bargaining unit members and twelve (12) senior officers from the Division of Academic Affairs. Both groups shall be selected at random. Bargaining unit members who already have made recommendations on the grievant's tenure decision shall not be eligible for the panel. The dean and associate dean of the bargaining unit member's college and the Provost shall not be eligible for the panel. Representatives of the ASSOCIATION and CMU shall meet jointly with the selected panel to question each member for disclosure of possible prejudice, bias, or conflict of interest. A panel member may disqualify herself or himself based on any such disclosure. The ASSOCIATION and CMU shall then each make sufficient peremptory challenges to reduce the panel to six (6) members plus two (2) alternates, beginning first with the selection of the senior officers. Three (3) panel members and one (1) alternate shall be senior officers; three (3) panel members and one (1) alternate shall be bargaining unit members. Final panel selection shall be completed within fifteen (15) days of the referral of this matter to the Appellate Review Committee. If unusual circumstances occur so that a panel member is unable to continue, that member's place shall be taken by the appropriate alternate, and the hearing shall proceed.
  - b. Within ten (10) days of the referral of this matter to the Appellate Review Committee, a hearing officer shall be selected in accordance with the procedure for selecting an arbitrator specified in Article 9.
  - c. The Hearing Officer shall:
    - 1) Review with the Appellate Review Committee the procedure the Hearing Officer will use during the hearing and the role of the Committee during the hearing.
    - 2) Instruct the Appellate Review Committee as to its responsibility according to this Article.
    - 3) Review with the Appellate Review Committee the issues and facts stipulated by the parties and the relevant Agreement language. In addition, the Hearing Officer shall identify what remaining questions need to be addressed given the stipulated issues and facts.
    - 4) Instruct the Appellate Review Committee regarding the meaning of the "burden of proof" concept as it is used in these proceedings.
    - 5) Conduct the proceedings and rule on matters governing the hearing.

- 6) Formulate questions of fact (in writing, when possible) to be submitted to the Appellate Review Committee for their determination.
  - 7) Assist the Appellate Review Committee in its deliberations and interpretations of relevant Agreement provisions.
  - 8) Assist the Appellate Review Committee by drafting a report interpreting and applying relevant Agreement provisions to the Committee's findings of fact pertaining to each specific allegation.
  - 9) Vote as an ex-officio member of the Committee only in the event the Committee is equally split on its decision.
- d. The Appellate Review Committee shall:
- 1) Attend a pre-hearing meeting with the Hearing Officer to select a bargaining unit member to be the Appellate Review Committee chairperson and to review with the Hearing Officer issues and facts stipulated by the parties and the relevant Agreement language.
  - 2) Attend hearing sessions and all Committee meetings called by the Hearing Officer and/or the Committee chairperson.
  - 3) Notify the Hearing Officer (in writing, when possible) of the Committee's answers to her/his questions of fact.
  - 4) Review and discuss the Hearing Officer's report.
  - 5) Vote on any matter by secret ballot if any Committee member so requests.
  - 6) Forward a written report and decision as related to the Agreement language to the ASSOCIATION and the Office of the Provost. Voting on the final decision to be made by the Appellate Review Committee shall be by secret ballot.
- e. If the Provost or the ASSOCIATION has a reservation concerning the decision, he/she/it shall inform the Committee and the other party of that reservation accompanied by written rationale within ten (10) days of receipt of the Committee's report. Where no reservation is received, the Committee's decision shall become final and binding. Where such reservation is received, the Provost and/or ASSOCIATION may at her/his/its own election appear before the Committee; or the Committee may request such an appearance within ten (10) days after receipt of notification of reservation. (That time may be altered if the parties mutually agree.) At such an appearance, the Hearing Officer shall be present and a representative of the ASSOCIATION or CMU shall have the right to participate.
- f. The Appellate Review Committee shall have full power to settle the grievance, including the authority to award tenure. Its decision shall be final and binding on all parties.

- g. The fees and approved expenses of the Hearing Officer shall be shared equally by CMU and the ASSOCIATION.
20. Hearings of the Appellate Review Committee shall be under the Voluntary Labor Arbitration Rules of the American Arbitration Association. All members of the Appellate Review Committee and the Hearing Officer shall abide by the Disclosure of Disqualification and Communication rules. The award will be signed by members of the Appellate Review Committee under the Form of Award rule.

#### **Expedited Grievance Procedure**

21. A tenured bargaining unit member who receives notice of termination from employment, or a non-tenured bargaining unit member terminated from employment for the duration of her/his contract, may elect to grieve under the Expedited Grievance Procedure outlined below. In all other grievances, this procedure may be requested by either party and utilized by mutual agreement.
- a. The grievant or ASSOCIATION shall initiate the grievance by a signed statement in compliance with Paragraph 5 of this Article. In addition, the statement shall include notice that the grievant is electing or requesting the expedited procedure.
  - b. FPS shall schedule a pre-arbitration conference with the grievant and an ASSOCIATION representative within five (5) days after receipt of the grievant's signed statement. The parties shall meet to select an arbitrator.
  - c. Time limits may be extended by mutual agreement.
  - d. The decision of the arbitrator shall be final and binding on both parties.
  - e. The fees and expenses shall be shared equally by both parties.

#### **How CMU May Bring a Grievance**

22. Within ten (10) days of the first occurrence of the event giving rise to a grievance, or within ten (10) days of the time when CMU reasonably should have known of such occurrence, CMU shall deliver in writing a signed statement setting forth the information described in Paragraph 5.a.1-4. of this Article. The statement is to be delivered to the ASSOCIATION by registered mail, return receipt requested. Matters not delivered within the specified time limit are ended.
23. Within fifteen (15) days after notification to the ASSOCIATION, two (2) representatives of the ASSOCIATION will meet with two (2) representatives of CMU to discuss the grievance.
24. The ASSOCIATION shall communicate a written response to FPS not later than ten (10) days after the meeting at which the grievance is discussed. If a response of the ASSOCIATION does not grant the grievance and that response is not appealed in writing, the grievance shall be considered withdrawn and not be subject to further review.
25. If the response of the ASSOCIATION is not satisfactory, CMU may appeal the matter within ten (10) days after the response of the ASSOCIATION by referring it to the CGC. FPS will perform the

duties that would be performed by the President of the ASSOCIATION had a bargaining unit member brought the grievance, and the election to proceed to arbitration shall be made by CMU rather than the ASSOCIATION under Paragraphs 13 and 14 of this Article.

## **Article 9 ARBITRATION**

1. By September 30 of each year, CMU and the ASSOCIATION shall agree on a panel of twelve (12) arbitrators for the current academic year.
  - a. CMU and the ASSOCIATION shall each submit a list of twelve (12) arbitrators for inclusion on the panel.
  - b. On a rotation basis determined by lot, first CMU or the ASSOCIATION shall strike a name from the submitted lists, followed by the other party. Alternating, each party shall strike a name from the submitted lists until twelve (12) names remain.
2. For purposes of this Article, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during Fall and Spring Semesters. At the election of the grievant and upon mutual agreement of CMU and the ASSOCIATION, "days" may also include consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on campus during Summer Sessions.
3. Within five (5) days of the referral of a matter to arbitration, CMU and the ASSOCIATION shall meet and select an arbitrator from the panel of arbitrators selected for the current academic year. On a rotation basis determined by lot, first CMU or the ASSOCIATION shall strike a name from the arbitration panel, followed by the other party. The striking of names from the panel shall continue on an alternating basis until one (1) arbitrator remains. CMU and the ASSOCIATION shall jointly contact the arbitrator selected to arbitrate the matter.
4. The ASSOCIATION or CMU may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts, and authenticating proposed exhibits. The pre-arbitration conference shall be scheduled within ten (10) days from the receipt of the request for such conference.
5. The fees and approved expenses of the arbitrator shall be shared equally by CMU and the ASSOCIATION. The party that cancels or postpones an arbitration hearing within fourteen (14) calendar days of the hearing date will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.
6. Matters under this Article shall consist only of disputes about alleged violations of this Agreement, of department procedures developed under Article 10 (Department Procedures, Criteria, Standards, and Bylaws), or of matters under Paragraph 18 of Article 8 (Grievance Procedure). The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this

Agreement; nor shall the arbitrator exercise any responsibility or function of CMU or the ASSOCIATION, except as provided for under the provisions of this Agreement; nor shall the arbitrator turn to laws or regulations outside of this Agreement as a basis for decision except that the arbitrator may take note of the legal status and power of the parties of this Agreement.

7. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply to arbitration matters between the parties.
8. The decision of the arbitrator shall be final and binding on the parties.

**Article 10**  
**DEPARTMENT PROCEDURES, CRITERIA, STANDARDS, AND BYLAWS**

1. a. The department procedures, criteria, standards, and bylaws of each department shall remain in effect, except when changes are made in compliance with the provisions of this Article. It is expected that recommended revisions to department procedures, criteria, standards, and bylaws, when initiated by the department or suggested by the administration, be accompanied by appropriate written justification. The criteria and standards should provide specific guidance to bargaining unit members, departments, the colleges, and the University regarding reappointment, tenure, and promotion requirements.
  - b. If a bargaining unit member's membership in a department and/or unit has changed because of a reorganization, the provisions relating to the procedures, criteria, and standards applicable to that member's application for reappointment, tenure, promotion, and professor salary adjustment are specified in Article 19. The provisions specified in Article 19 are applicable provided the bargaining unit member held a tenure-track appointment at CMU during the academic year of the reorganization.
  - c. Standards for all departments except Intercollegiate Athletics shall require demonstrated achievement for at least each of the contractual criteria: teaching, scholarly and creative activity, and university service. Standards for Intercollegiate Athletics shall require demonstrated achievement for at least each of the three (3) contractual criteria: coaching effectiveness, professional growth, and university service.
  - d. Until such time as a department establishes standards requiring demonstrated achievement for at least each of the contractual criteria and/or in instances where an applicant for reappointment, tenure, or promotion does not provide evidence of achievement for at least each of the contractual criteria, the bases for judgment for evaluation will be demonstrated achievements as specified in Paragraph 5 of Article 14 (Reappointment, Tenure, and Promotion Policies).
2. The bargaining unit members of each department shall, by majority vote:
    - a. Establish procedures for participation in formulating the department's criteria and standards which in turn must be determined by a majority of the voting members of the department;

- b. Establish procedures for participation in determining the department's recommendations in the areas of reappointment, tenure, and promotion; and
  - c. Establish procedures for participation in determining the department's bylaws.
3. The voting members of each department shall, by majority vote, establish bylaws for the internal governance of the department. The bylaws may address topics such as sabbatical leave recommendations, allocation of department funds over which the department has discretion, and department assignment of department professional responsibilities.
  4. For the purposes of this Article, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during the Fall and Spring Semesters.

### **Procedures for New Departments**

5. When questions arise as to whether a new department has been created, CMU and the ASSOCIATION will meet to discuss the matter and decide whether it is necessary for the department to establish new departmental procedures, criteria, standards, and bylaws.
6. The department procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws shall be subject to the approval of the administration in conformance with the provisions of this Article. Approved procedures, criteria, standards, and bylaws are available on the Faculty Personnel Services website. The ASSOCIATION will be notified of approved changes within thirty (30) days of their approval.
7. Departmental Submission and Administration's Review
  - a. Within seventy-five (75) days of the formal establishment of a department, the new department shall submit its proposed procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws simultaneously to the dean and Faculty Personnel Services.
  - b. Within seventy-five (75) days of receiving the proposal, the administration shall approve or disapprove it.
    - 1) If the administration approves the proposal (or portions thereof), it (or the portions approved) shall take immediate effect.
    - 2) If the administration disapproves the proposal, a written statement shall be provided stating the reasons the proposal, or portions thereof, was unacceptable and the proposal shall be returned to the department.
  - c. Within thirty (30) days of receiving the disapproval of the proposal, the department shall respond to the disapproval with a resubmission simultaneously to the dean and to Faculty Personnel Services, which includes the department's explanation of its resubmission.

- d. Within thirty (30) days of receiving the resubmission, the administration shall approve or disapprove it.
    - 1) If the administration approves the resubmission, it (or the portions approved) shall take immediate effect.
    - 2) If the administration disapproves the resubmission, a written statement shall be provided stating the reasons the resubmission, or portions thereof, was unacceptable and the resubmission shall be returned to the department. Except as the department has added new issues, the reasons offered by the administration for disapproving the resubmission shall be limited to the issues it cited during the first round of administrative review.
  - e. Within thirty (30) days of receiving the administration's disapproval of the resubmission, the department shall respond to the administration's comments with a second resubmission simultaneously to the dean and to Faculty Personnel Services, which includes the department's explanation of its resubmission.
  - f. Should the department need additional time to complete its resubmission, it will notify the dean and Faculty Personnel Services, in writing, what additional time is needed and the reasons the additional time is needed. In no case shall resubmission by the department take more than forty (40) days from receipt of the disapproval, unless the parties mutually agree to an extension.
  - g. Should the administration need additional time to complete its review of the proposal (or resubmission), it will notify the department, in writing, what additional time is needed and the reasons the additional time is needed. In no case shall the administration's review of the proposal (or resubmission) take more than forty (40) days from receipt of the proposal (or resubmission), unless the parties mutually agree to an extension.
  - h. Nothing shall prevent the parties from agreeing to timelines other than those contained herein, for any particular submittal or review.
  - i. Within twenty-five (25) days of receiving the second resubmission, the administration shall either approve it or disapprove it. If either party so chooses, the matter may be referred to Letter of Agreement #7.
8. During the seventy-five (75) days immediately following the formal establishment of a new department, the dean of the college in which the department is located will initiate and implement all decisions for the department. After these seventy-five (75) days and after the department has submitted its procedures, criteria, standards, and bylaws (per Paragraph 7.a of this Article), the dean will consult with and consider input from the department prior to implementing any decisions until such time as the procedures, criteria, standards, and bylaws are approved by the administration.

## Changes in Procedures for Existing Departments

9. Proposed changes to department procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws shall be submitted on an appropriate change form and approved by the administration in conformance with the provisions of this Article.
10. Departmental Submission and Administration Review
  - a. Departments shall submit proposed changes to the procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws simultaneously to the dean and to Faculty Personnel Services using the appropriate forms. Faculty Personnel Services will establish tracking procedures to ensure compliance with the following timelines. Within forty-five (45) days of receiving the proposed changes, the administration shall approve or disapprove them.
    - 1) If the administration approves the proposed changes, they will take effect as described below.
    - 2) If the administration disapproves the proposed changes, it shall state in writing the reasons the proposed changes were unacceptable and return them to the department.
  - b. Within thirty (30) days of receiving the administration's disapproval of proposed changes, the department shall respond to the administration's comments with a resubmission simultaneously to the dean and to Faculty Personnel Services, giving an explanation of its response.
  - c. Within thirty (30) days of receiving a resubmission, the administration shall approve or disapprove it.
    - 1) If the administration approves the proposed changes, they will take effect as described below.
    - 2) If the administration disapproves a resubmission, it shall state in writing the reasons the proposed changes were unacceptable and return them to the department. Except as the department has added new issues, the reasons offered by the administration for disapproving the resubmission shall be limited to the issues it cited during the first round of administrative review. The department shall continue to submit resubmissions as described in Paragraphs 10.b. and 10.c. of this Article. However, it is recognized that the extent of the department's obligation to continue to submit resubmissions is described in Letter of Agreement #7.
  - d. Should either the administration or the department need additional time to complete the review specified in Paragraphs 10.a. through 10.c., it shall provide notice, in writing, what additional time is needed and the reasons the additional time is needed. In no case shall the additional time exceed thirty-five (35) days from the receipt of the proposed changes, unless the parties mutually agree to an extension.

11. The department's existing procedures, criteria, standards, and bylaws will remain in effect until the recommended changes, additions, or deletions receive the approval of the administration.
12. a. Changes, except in the areas of reappointment, tenure, and promotion, shall take effect upon the approval of the administration.
- b. Approved changes concerning reappointment, tenure, and promotion shall take effect the next July 1 and will apply as follows:
  - 1) Reappointment and Tenure. Two (2) years after the effective date of the approved changes, except that a bargaining unit member may choose to be reviewed under new department standards sooner than the two (2) year time period. If the bargaining unit member does not expressly elect this option, he/she will be reviewed under department standards that were effective immediately prior to the approved revision. For example, changes in reappointment or tenure standards approved in 2014-15 take effect July 1, 2015 and shall be applied to reappointment or tenure applications in 2017-18 (unless a bargaining unit member elects to be reviewed under the new standards in 2015-16 or 2016-17).
  - 2) Promotion. One (1) year after the effective date of the approved changes, except that a bargaining unit member may choose to be reviewed under new department standards sooner than the one (1) year time period. If the bargaining unit member does not expressly elect this option, he/she will be reviewed under department standards that were effective immediately prior to the approved revision. For example, changes in promotion standards approved in 2014-15 take effect July 1, 2015 and shall be applied to promotion application(s) in 2016-17 (unless a bargaining unit member elects to be reviewed under the new standards in 2015-16).
13. The current approved procedures, criteria, standards, and bylaws are available on the Faculty Personnel Services website. Procedures that have been superseded by revisions are archived on the same website. The ASSOCIATION will be notified of approved changes within thirty (30) days of their approval.

**Review of Department Procedures, Criteria,  
Standards, and Bylaws**

14. a. The procedures, criteria, standards, and bylaws of each department in their entirety shall be reviewed every three (3) years. During this review, conducted by the department, the administration may request a department to consider changes in existing procedures, criteria, standards, and bylaws. This request shall be made by September 15 in the same year of a department's review. At the conclusion of its review, the department shall inform the dean and Faculty Personnel Services of the results of the review. A full submission of responses and changes suggested by the department shall follow by February 15. After the departmental response, the timelines in Paragraph 10 of this Article will be followed.

- b. If the administration identifies major concerns (such as changes in standards of accreditation) with a department's existing procedures, criteria, standards, and bylaws at times other than the periodic review, the administration shall schedule a meeting with the department for the purpose of discussing these concerns. If the concerns remain after this meeting, the administration may specify, in writing, its concerns and require the department to propose changes to address these concerns in procedures, criteria, standards, and bylaws, or a portion thereof, for approval using the steps described in Paragraphs 9-13 of this Article.
  - c. Faculty Personnel Services shall establish a record of when the periodic review is required by the department. It shall notify the department and the ASSOCIATION in writing of this date and of any request by the administration to a department to review all or a portion of its procedures, criteria, standards, and bylaws.
15. Procedures for review and resolution of differences that may arise between the department and the administration are described and included in Letter of Agreement #7.

### **Article 11 PERSONNEL FILES**

1. An official personnel file for each bargaining unit member shall be maintained in the offices of the Provost, appropriate dean, and department. Each bargaining unit member, or person authorized in writing by the bargaining unit member, shall have the right to inspect that individual's files. Other material that may be referenced in the Bullard-Plawecki Employee Right to Know Act (MCL 423.501 et seq.) which identifies the individual bargaining unit member may be housed in other offices at Central Michigan University. (For a list of some of these offices, see Exhibit B.)
2. Any pre-employment material in these files may be removed prior to inspection.
3. Bargaining unit members shall have the right to make reasonable additions to these files.
4. No anonymous material shall be retained or placed in any bargaining unit member's official personnel files.
5. In addition to other material, these files contain material that is relevant to personnel decisions such as reappointment, tenure, and promotion.
6. Only authorized employees and authorized agents of Central Michigan University shall have access to the official personnel files of any bargaining unit member without consent of that bargaining unit member, except where disclosure of certain records shall be required by law in which case the bargaining unit member shall receive written notice of the disclosure.
7. If CMU grants permission for a government agency to examine the official personnel files of any bargaining unit member, timely notice will be given to the bargaining unit member and the ASSOCIATION as to which files were examined, the examiner, the agency, the date, and the purpose of the examination.

8. If a bargaining unit member's official personnel files maintained in the offices of the Provost, appropriate dean, or department is subpoenaed, CMU shall send timely written notice of the subpoena to the bargaining unit member.
9. All written material used by the dean or Provost in making recommendations concerning reappointment, tenure, and promotion, and disciplinary matters (see Article 15, Discipline and/or Termination) shall be contained in these files at the time of these recommendations.
10. There shall be no confidential material in these official personnel files except for pre-employment materials.
11. A bargaining unit member's official personnel files will contain, for a period of one (1) year after the receipt of a written request from a bargaining unit member delivered to the offices of the Provost and/or appropriate dean, and/or chairperson, a form upon which will be entered the date of use and the signature of each person using the files.
12. Within ten (10) days of the addition of material to a bargaining unit member's official University, college, or department personnel file, the bargaining unit member shall be sent a copy of that added material if he/she was not the originator or addressee, or not specifically copied on the material.
13. Nothing contained in this Article will diminish or waive any rights under the Bullard-Plawecki Employee Right to Know Act, which is incorporated herein by reference.
14. Pursuant to the Bullard-Plawecki Employee Right to Know Act, if the bargaining unit member disagrees with information contained in her/his personnel files, removal or correction of that information may be mutually agreed upon by CMU and the bargaining unit member. If an agreement is not reached, the bargaining unit member may submit a written statement explaining her/his position. The election of the bargaining unit member not to submit such a written statement does not indicate agreement with the information. If a bargaining unit member elects to file a written statement, CMU's failure to respond does not indicate agreement with the bargaining unit member's statement.

## **Article 12 DEPARTMENT CHAIRPERSONS**

1. The position of department chairperson is generally occupied by a new or current bargaining unit member in an academic department based upon the recommendation of the department, and approval of the dean and Provost. In the absence of an approved departmental recommendation, the dean may appoint a chairperson for a nonrenewable term of up to three (3) years. Such appointment shall be made in consultation with the department/unit.
2. A department chairperson may be appointed for a period of one (1) to five (5) years. A chairperson has no right or expectation of reappointment as chairperson following the expiration of the term; however, a chairperson may be reappointed to the position. Normally the term begins August 16.

3. The department chairperson's appointment letter shall include the duties initially assigned by CMU (see Letter of Agreement #5), and the expectations of the department for its chairperson that are consistent with those assigned duties. Departmental procedures, criteria, standards, and bylaws pertaining to the expectations of the department for its chairperson shall be consistent with CMU assigned duties. During the academic year, teaching load is adjusted to reflect the level of responsibility and activities in the department.
4. A department chairperson (including an acting chairperson) is assigned and responsible for the performance of administrative duties, some of which occur beyond the academic year. Between the spring and fall semesters, chairpersons shall respond to reasonable requests from deans for the performance of their professional responsibilities.
5. A department must conduct an annual review of its chairperson. The department will notify the dean of this review and its results. Such a review will be conducted in accordance with the department's procedures. A department shall also develop a method for providing informal annual feedback from the members of the department to the chairperson. The dean will conduct an annual formative review of the chairperson.
6. A department chairperson may be removed as chairperson by the dean for nonperformance, or deficient performance, of her/his professional responsibilities as chairperson.
7. For performance of the department chairperson duties, he/she is paid an annual salary supplement. The annual salary supplement consists of a base of \$9,000 plus \$50 for every FTE (utilized positions) in her/his department in excess of twenty (20) at the close of the previous fiscal year. For purposes of this Paragraph, FTE shall include faculty, staff, and graduate assistants.
8. A chairperson shall have an administrative appointment equivalent to teaching two (2) three (3) credit courses during the summer session at a rate of .0278 times the chairperson's ten (10) month base salary for each credit hour. Additional appointments for teaching during the summer session may occur in accordance with department bylaws and with the approval of the dean. Such additional appointments will be compensated at the summer rate set forth in Article 30 below.
9. A department chairperson who desires to be released from her/his responsibilities for a period of time must have the prior consent of the appropriate dean. If the dean consents to the release, then a substitute chairperson should be selected to assume the chairperson's responsibilities during this period of time. Since the duties and responsibilities of chairpersons vary by department and by time of year, when a substitute chairperson is selected, the portion (if any) of the annual salary supplement and/or the summer administrative appointment which that individual will receive needs to be negotiated among that individual, the regular chairperson, and the dean. The results of this negotiation shall be signed by all three parties and communicated to Faculty Personnel Services.
10. Procedures at the University for review of departments and department chairpersons are not superseded by this section.

**Article 13**  
**LETTER OF APPOINTMENT/CONTRACT**

1. Upon initial appointment each bargaining unit member shall receive from CMU a copy of the Agreement; a statement of the cost of the parking permit and the monthly out-of-pocket costs for the medical/prescription, vision, and dental insurance plans under CMU Choices; and a letter of appointment/contract to include the following:
  - a. The effective date of employment;
  - b. The rank at which employed;
  - c. Salary;
  - d. A statement that terms of employment, including standards for reappointment, tenure and promotion, are subject to applicable department, college, and university policies, and this Agreement;
  - e. A statement of tenure status;
  - f. A statement of promotion status and the extent, if any, of previous time in rank that may be used toward regular promotion consideration;
  - g. The general academic areas in which the bargaining unit member will be initially expected to work as recommended by the department and approved by the dean; and
  - h. A statement that teaching may be required as part of the bargaining unit member's regular workload in one or more of the instructional formats (i.e., online, hybrid, or face-to-face) offered by CMU.
2. CMU shall ensure that the draft of this letter will be shared with the respective department chair (or department representative) for review and comments prior to being sent. CMU will consider department input when finalizing the letter.

**Article 14**  
**REAPPOINTMENT, TENURE, AND PROMOTION POLICIES**

1. Central Michigan University is an institution dedicated to excellence in the collective pursuit of knowledge and learning by its faculty and student body. Its reappointment, tenure, and promotion policies are designed to facilitate the identification and reward of faculty excellence.
2. CMU will achieve heightened stature when students not only are exposed to excellent teaching but also are guided by faculty to create or discover knowledge by themselves. Faculty should be actively engaged in both teaching and research since both are essential to the process of learning. Reappointment, tenure, and promotion policies should therefore recognize the importance of both teaching and research. Recognition should also be given to faculty who devote time to working and consulting with students in activities related to learning.

3. Both parties recognize that the quality of teaching is considered in recommendations and decisions pertaining to reappointment, tenure, and promotion (See Paragraph 5 of this Article). The standards and types of evidence to be used in demonstrating the quality of teaching shall be specified by departments in their procedures, criteria, standards, and bylaws. Individual bargaining unit members also may forward evidence of their choice if that evidence is not prohibited by departmental procedures, criteria, standards, and bylaws. It is understood that the evidence concerning teaching used in departmental personnel recommendations is subject to the same process of review by the dean and Provost as is provided for in this Article. Nothing in this Paragraph shall require any recommending or decision-making body at the University to ignore student comment with respect to such matters. Conversely, nothing in this Paragraph shall bind departments to require student evaluations. If student comments are utilized at any level where a recommendation or decision is made, such comments shall be shared with the individual bargaining unit member on a timely basis so as to provide an opportunity for the bargaining unit member to address such comments prior to a decision at each level at which the comments are raised. A failure to provide such comments to bargaining unit members on a timely basis shall be remedied as set forth under Paragraph 30 of this Article.

#### **Bases of Judgment for Reappointment, Tenure, and Promotion**

4. The pursuit of knowledge and learning manifests itself in different ways in various fields and disciplines such as sciences, arts, humanities and applied arts. Departmental colleagues are thus best informed and are in the best position to arrive at specific criteria and standards to evaluate a bargaining unit member's work. It is therefore the responsibility of departments to develop and systematize these criteria and standards so that they may serve as guidelines for departmental recommendations regarding reappointment, tenure, and promotion. Criteria refer to the areas of evaluation (e.g., teaching, scholarly and creative activity, and university service). Standards refer to the written performance requirements in each evaluation area developed in compliance with this Agreement (See Article 10, Department Procedures, Criteria, Standards, and Bylaws). After approval by the Provost, the department's written standards form the basis not only for departmental evaluations but also for subsequent evaluations at higher levels.
5. Reappointment, tenure, and promotion decisions result from deliberations and judgments occurring at various levels within the institution and begin with recommendations by departments to the college level where recommendations are made to the University level for decision. At each level, the criteria and standards applied shall be those developed in compliance with this Agreement. Both parties recognize that greater scrutiny may be given to judgments as their relative importance increases.
  - a. The bases for judgment for reappointment and tenure, except for bargaining unit members in Intercollegiate Athletics, are:
    - 1) Demonstrated achievement in the following areas:
      - a) Teaching,

- b) Scholarly and creative activity, and
    - c) University service, which may be supplemented by professional service or public service related to the bargaining unit member's discipline.
  - 2) The promise of a bargaining unit member which includes:
    - a) An evaluation, based upon performance up to the present time, as to the bargaining unit member's potential for professional growth and development; and
    - b) A judgment as to whether the bargaining unit member will contribute to the goals and objectives established by the department.
  - 3) The future needs of the University. Should a bargaining unit member (except in Intercollegiate Athletics) not be reappointed or tenured solely due to the future needs of the University, the provisions of Article 18, paragraph 12(c), 12(g), and 12(i) also apply.
- b. The basis for judgment for promotion is the demonstrated achievement of the bargaining unit member in the areas specified in Paragraph 5.a.1) of this Article.
6. Bargaining unit members in Intercollegiate Athletics receive individual employment contracts. Employment contract standards for reappointment and promotion may differ from those of most other bargaining unit members, but are limited to the criteria and standards specified in Article 10 (Department Procedures, Criteria, Standards, and Bylaws), this Article, and the department procedures, criteria, standards, and bylaws of Intercollegiate Athletics.
7. Employment contract provisions of bargaining unit members in Intercollegiate Athletics will differ, as provided in Paragraphs 14.c., 14.d., and 18 of this Article, from those of other bargaining unit members regarding conditions that pertain to tenure and notice of non-reappointment. In addition, the contracts may contain terms specifying different compensation provisions.
- a. The bases for judgment for reappointment for bargaining unit members in Intercollegiate Athletics are:
- 1) Demonstrated achievement in the following areas:
    - a) Coaching effectiveness,
    - b) Professional growth, and
    - c) University service which may be supplemented by public service related to the bargaining unit member's sport.
  - 2) The promise of a bargaining unit member which includes:
    - a) An evaluation, based upon performance up to the present time, that the bargaining unit member:

- i. Leads a team that is competitive in the Mid-American Conference,
  - ii. Possesses public relations skills with media, alumni, and university and community groups,
  - iii. Effectively helps student-athletes attain a maximum level of athletic performance,
  - iv. Shows concern for the academic progress of the athletes under her/his direction, and
  - v. Exhibits ethical behavior in keeping with the guidelines of the University, the Mid-American Conference, and the NCAA.
- b) A judgment as to whether the bargaining unit member will contribute to the goals and objectives established by the department.
- 3) The future needs of the University.
  - 4) In addition, assistant coaches who are bargaining unit members in Intercollegiate Athletics may be non-reappointed, as described in Paragraphs 14.c. or 14.d. of this Article, if the head coach of their sport is non-reappointed or terminated.
- b. The basis for judgment for promotion for bargaining unit members in Intercollegiate Athletics is the competence of the bargaining unit member which includes demonstrated achievement in the areas specified in Paragraph 7.a.1) of this Article.

8. Conflicts of Interest

- a. A conflict of interest shall exist whenever circumstances would make it impossible to offer a fair or unbiased recommendation, vote, or decision upon a given issue. For example, a conflict of interest may involve a clear prospect of material advantage. A bargaining unit member who has a conflict with regard to an issue may not participate in deliberations or voting on that issue at any level.
- b. CMU and the ASSOCIATION recognize that university employees may be related to one another through current or previous marital, romantic, and/or other familial relationships and that these relationships may cause a conflict of interest. In such instances where these relationships may influence faculty personnel recommendations, those related employees shall excuse themselves from all aspects of the recommendation process. For those times an administrator is involved, he/she shall pass decision making on to a designee without rendering any judgments or decisions.

**Reappointment of Non-Tenured Bargaining Unit Members**

- 9. A new member in the bargaining unit has a right to expect a clear contract and has procedural rights to guard against unfair treatment or violation of the terms of appointment.

10. Generally, an individual must have an earned terminal degree, or equivalent, for appointment to the regular faculty. A bargaining unit member who holds a non-tenured appointment is subject to review and reappointment. Reappointment results from a deliberative process involving departments, colleges, and the Provost. The bargaining unit member is advised in writing early in the appointment of the criteria, standards, and procedures generally employed in decisions affecting reappointment and tenure. At each level, the criteria and standards applied shall be those developed in compliance with this Agreement.
11. The initial appointment of a bargaining unit member may occur at any time during the year; however, bargaining unit members appointed on an academic year contract most often will be appointed effective with the beginning of the fall semester. On occasion an academic year appointment will begin with the spring semester. Bargaining unit members (except those in Intercollegiate Athletics) normally shall receive an initial appointment of two (2) years. Bargaining unit members (except those in Intercollegiate Athletics) initially appointed at any time other than the fall semester shall receive an initial appointment of two and one-half (2½) years. Bargaining unit members in Intercollegiate Athletics are appointed on a fixed term for either a ten (10) month or twelve (12) month period, or portion thereof depending on the time of appointment.
12.
  - a. Applications for reappointment for bargaining unit members (except those in Intercollegiate Athletics) are made only in the fall semester consistent with the calendar contained in paragraph 33 of this Article. The first application for reappointment must be made in the fall semester following a full one year of service. The first reappointment shall be for a two year period. Thereafter, applications for reappointment are made in the fall semester, and appointments as a result shall be for a one year period of time. In this manner the notice of non-reappointment provisions of paragraph 14(a) or 14(b) shall be met if reappointment should be denied.
  - b. Bargaining unit members in Intercollegiate Athletics are evaluated following the completion of their athletic season. They may be issued a new fixed term contract. Notice of non-reappointment shall be consistent with paragraph 14(c) or 14(d) of this Article.
13. In conformance with good academic practice, CMU gives notice of non-reappointment of non-tenured bargaining unit member(s) using the time limits set forth in Paragraph 14. The purpose of the relatively long period of notice is to give the non-tenured bargaining unit member an opportunity to make new professional employment arrangements. If CMU fails to give timely notice, a remedy consistent with the purpose of notice of non-reappointment shall be fashioned. Any reappointment made to remedy late notice of non-reappointment shall not give tenure unless a specific decision by CMU has been reached to grant tenure.
14. Notice of non-reappointment is made as follows:
  - a. Not later than December 15 of the second (2nd) academic year of service, if the appointment expires at the end of that year; or, if an initial two (2) year appointment expires during an academic year, at least six (6) months in advance of its expiration.

- b. At least twelve (12) months in advance of the expiration of an appointment, after two (2) or more years of service at Central Michigan University.
  - c. For a bargaining unit member hired into Intercollegiate Athletics after June 1, 1986, at least six (6) months in advance of the expiration of her/his current individual employment contract. Should notice of non-renewal be less than this, the bargaining unit member affected will receive payment in lieu of notice for the remainder of the six (6) months that extend beyond the expiration of her/his current individual employment contract. This payment shall be tendered in equal installments according to the CMU payroll cycle beginning at the expiration of her/his employment contract, and shall be calculated at the salary rate on the end date of her/his employment contract. This payment shall be at the former salary rate only, and exclude benefits. Should the former bargaining unit member secure comparable employment elsewhere prior to the payment of the full installment amount, there shall be no further obligation for the amount remaining.
  - d. For a bargaining unit member currently in Intercollegiate Athletics and employed by CMU prior to June 1, 1986, at least twelve (12) months in advance of the expiration of her/his current individual employment contract. Should notice of non-renewal be less than this, the bargaining unit member affected will receive payment in lieu of notice for the remainder of the twelve (12) months that extend beyond the expiration of her/his current individual employment contract. This payment shall be tendered in equal installments according to the CMU payroll cycle beginning at the expiration of her/his employment contract, and shall be calculated at the salary rate on the end date of her/his employment contract. This payment shall be at the former salary rate only, and exclude benefits. Should the former bargaining unit member secure comparable employment elsewhere prior to the payment of the full installment amount, there shall be no further obligation for the amount remaining.
15. In the event that CMU gives a bargaining unit member in Intercollegiate Athletics notice of non-reappointment in accordance with the previous paragraph and the provisions regarding notice of non-reappointment in Paragraphs 14.c. or 14.d. of this Article, CMU may release the bargaining unit member from active coaching duties. In such cases, CMU:
- a. Shall continue compensation as required by this Agreement and the individual employment contract,
  - b. Shall provide office space and limited secretarial services for the member until the expiration of the individual employment contract, and
  - c. May change the member's title to another title, such as Assistant to the Athletic Director, until the expiration of the individual employment contract.

### **Tenure**

16. The grant of tenure to a bargaining unit member is one of the most significant acts of a university. The University commits a portion of its resources for a number of years to the skills and capacity of one individual and offers a career to develop the individual's area of competency. Tenure is one

way in which the freedom to teach and to do research without arbitrary interference is protected. This protection of academic freedom is the fundamental purpose of tenure.

17. Tenure results from a deliberative process involving departments, colleges, and the Provost, resulting in a decision by the Board of Trustees. This requires an independent judgment by the department, the dean, and the Provost. Prior to consideration for the grant of tenure, non-tenured bargaining unit members are periodically considered for reappointment as described in Paragraphs 12-14 of this Article.
18. Except as provided in this Paragraph, the tenure policy applies to regular full-time faculty. Length of service on the full-time faculty at Central Michigan University shall be cumulative in counting toward consideration for the grant of tenure. At the request of the bargaining unit member and upon mutual agreement of the department, dean, and Provost, full-time service at another institution and full-time service as a fixed-term faculty member at Central Michigan University may be included toward fulfilling the length of service required prior to consideration for the grant of tenure. This policy does not apply to temporary, part-time or visiting faculty, nor to bargaining unit members in Intercollegiate Athletics, who shall have twelve (12) month appointments.
19. The rank of original appointment determines when consideration for the grant of tenure to the bargaining unit member will occur:

Instructor:	during the thirteenth (13 <sup>th</sup> ) semester of employment
Assistant Professor:	during the eleventh (11 <sup>th</sup> ) semester of employment
Associate Professor:	during the seventh (7 <sup>th</sup> ) semester of employment
Professor:	during the fifth (5 <sup>th</sup> ) semester of employment
20. Circumstances may make it necessary to delay consideration for the grant of tenure. Some examples include, but are not limited to, extended absence or disability due to illness or injury, acute family/personal responsibilities (including child care or the birth or adoption of a child), military service, unforeseen circumstances in the completion of a terminal degree (such as the death of a doctoral advisor), and unexpected delays in scholarly achievement due to circumstances beyond the control of the bargaining unit member. Under such circumstances, the bargaining unit member may submit a written request to delay consideration for the grant of tenure.
  - a. If the request is due to medical, disability, military service or other non-academic related reasons, the request shall be submitted to Faculty Personnel Services. If the request is due to academic reasons, the request shall be submitted to the bargaining unit member's department chairperson. The request must be made in writing, and absent unforeseeable circumstances, at least one (1) full semester prior to the date the tenure application is due to the department.
  - b. Such delays may not exceed two (2) years and are made only when consistent with the needs of the University and the professional development of the bargaining unit member.
  - c. Upon receiving the request, Faculty Personnel Services or the department, as applicable, shall provide its recommendation to the applicable dean, with a copy to the bargaining unit member within fifteen (15) business days. If no action is taken on the request by the end of that period,

the bargaining unit member may submit the request to the dean within the following five (5) business days.

- d. Upon receiving the request or appeal, as applicable, the dean shall provide his or her recommendation to the Provost, with a copy to the bargaining unit member, within ten (10) business days. If no action is taken by the dean on the request by the end of that period, the bargaining unit member may submit the request to the Provost within the following five (5) business days.
- e. The Provost may approve or deny the request and shall endeavor to provide his or her decision within fifteen (15) business days. If the dean's recommendation is negative, the bargaining unit member may, within five (5) business days of receiving the dean's recommendation, request a meeting with the Provost to discuss the request. Upon receipt of the Provost's decision, the bargaining unit member may request a meeting with the Provost to address any errors of fact, and answer any further questions. At the bargaining unit member's written request, a representative or his/her department or the ASSOCIATION may accompany her/him to this meeting. The bargaining unit member may also submit a written statement to the Provost before, during, or in lieu of this meeting. The Provost will notify the bargaining unit member in writing of her/his final decision within twenty (20) business days after the meeting or after receipt of the written statement if no meeting took place.

- 21. a. Bargaining unit members may apply for consideration for the grant of tenure before the semester mentioned in paragraph 19 above or in their letter of appointment. Such early considerations, however, may not be made before:

Instructor:	the ninth (9 <sup>th</sup> ) semester of employment
Assistant Professor:	the seventh (7 <sup>th</sup> ) semester of employment
Associate Professor:	the fifth (5 <sup>th</sup> ) semester of employment
Professor:	the third (3 <sup>rd</sup> ) semester of employment

- b. In such cases, for a bargaining unit member who began or was due to start his or her appointment as of or prior to Fall 2014, the standards and criteria to be used shall be the same as for a regularly-scheduled tenure application. Such an application may be made only once and a negative recommendation/decision at any level shall not prejudice a later regularly-scheduled tenure application. Upon written notification delivered to Faculty Personnel Services, bargaining unit members may withdraw their applications at any stage of consideration, although they may not then apply another time for early consideration for the grant of tenure.
- c. A bargaining unit member beginning his or her appointment after the commencement of the Fall 2014 semester can also elect to apply for early tenure. However, the evidence presented in such an application must demonstrate extraordinary achievements in all areas specified in paragraph 5.a.1-2 (above) of this Article; that is, the achievements clearly exceed the department standards. A positive recommendation of an early application for tenure shall be made only if the bargaining unit member's achievements are judged to be extraordinary as specified herein. Such an application may be made only once and a negative

recommendation/decision at any level shall not prejudice a later regularly-scheduled application.

- d. Upon written notification delivered to Faculty Personnel Services, bargaining unit members may withdraw their applications at any stage of consideration, although they may not then apply another time for early consideration for the grant of tenure.
22. The services of tenured bargaining unit members may be terminated, or tenured bargaining unit members may be dismissed, only for the reasons and under the procedures described in Article 15 (Discipline and/or Termination).

### **Promotion**

23. Promotion in rank results from a deliberative process involving departments, colleges, and the Provost, resulting in a decision by the Board of Trustees. Promotion is not automatic nor based on seniority but rather on a judgment of the extent to which the applicant has met the criteria and standards developed in compliance with this Agreement. An applicant for promotion may withdraw her/his application at any time during the process.
24. Generally, a terminal degree is a minimum expectation for appointment or promotion to professorial ranks. Specific expectations may vary among departments and colleges.
25. a. The minimum time normally required in the rank of Assistant Professor before promotion to the rank of Associate Professor is six (6) years. The minimum time normally required in the rank of Associate Professor before promotion to Professor is five (5) years. Up to two (2) years in rank as a full-time, non-bargaining unit faculty member at Central Michigan University, or elsewhere, may be applied toward these requirements. Based on material supplied by the faculty candidate during the hiring process and a recommendation from the department, CMU will make a determination whether the new bargaining unit member qualifies for such credit toward the normal time in rank, and this information shall be included in the letter of appointment. At the choice of the bargaining unit member, some or all of the credited time in rank may be used when applying for promotion. The bargaining unit member shall declare this choice in her/his narrative.
- b. A bargaining unit member may apply for a promotion to a higher rank earlier than having satisfied the minimum time in rank. When a bargaining unit member elects to apply for an early promotion, the evidence presented in such an application must demonstrate that her/his achievements in all areas specified in paragraph 5.a.1 (above) of this Article have been extraordinary; that is, the achievements clearly exceed the department standards. A positive recommendation of an early application for promotion shall be made only if the bargaining unit member's achievements are judged to be extraordinary as specified herein. In all other respects an early application shall be processed in the same manner as other (regular) promotion applications.
- c. Unless the department procedures, criteria, standards, and bylaws state otherwise, scholarly achievement accomplished in rank prior to becoming a member of the bargaining unit shall be

considered in partial satisfaction of the standards for promotion where a bargaining unit member has submitted this prior scholarly achievement for such consideration. Such scholarly achievement must meet applicable standards for scholarly and creative activity. However, for purposes of consideration for promotion, a majority of scholarly achievement must have been accomplished while a member of the bargaining unit at Central Michigan University.

26. A bargaining unit member who has held the rank of Professor at Central Michigan University for four (4) or more years may apply for an increase in base salary. The criteria, standards, and processes by which such an applicant is judged for this award shall be those established in compliance with this Agreement for promotion to Professor. A bargaining unit member may receive such salary adjustment no more frequently than once every four (4) years (See also Article 31, paragraph 2).
27. Solely for the purposes of determining when a bargaining unit member is eligible to apply for promotion to the next rank and for a professor salary adjustment, the following shall apply:
  - a. If the effective date of an initial appointment is between March 16 and October 15, the eligibility will be determined as if the person had been hired at the start of the fall semester (or fiscal year, as applicable).
  - b. If the effective date of an initial appointment is between October 16 and March 15, then eligibility will be determined as if the person had been hired at the start of the spring semester (or January 2, as applicable).

#### **Procedures for Recommendations and Decisions Relating to Reappointment, Tenure, and Promotion**

28. Simultaneous Application for Tenure and Promotion. Bargaining unit members who apply for tenure in accord with paragraph 19 timelines also may apply for regular promotion to associate professor at the same time. In their narratives, applicants shall address how and to what extent they have met the standards set forth in the departmental procedures, criteria, standards, and bylaws and the terms of this Agreement, first for tenure and then for promotion to associate professor. Departments, deans and the provost shall make separate recommendations, first on tenure and then on promotion.
29. Processes utilized at all levels and criteria and standards established in compliance with this Agreement shall be circulated to affected bargaining unit members in advance of their use.
30. All evidence not submitted by the bargaining unit member and used in making recommendations concerning reappointment, tenure, or promotion, shall be shared with the bargaining unit member normally two (2) weeks before such recommendations are made and passed on to the next level. The bargaining unit member shall be provided an opportunity to address such evidence. At the request of the bargaining unit member, a description of such evidence used in these matters shall be reduced to written form. If the dean or designee or Provost is unable to share such evidence with the bargaining unit member prior to two (2) weeks before the date the recommendation is due

at the next level, the date for submitting the recommendation to the next level shall be extended accordingly up to a maximum of two (2) weeks.

31. Negative Recommendations.

- a. Tenure or Reappointment. Negative tenure or reappointment recommendations of the department and/or dean shall be considered in the same manner as positive recommendations at each level up to and including the Provost. If the decision of the Provost is negative, the decision may be grieved as specified in Paragraph 55.
- b. Promotion. If the recommendation of a bargaining unit member's application for promotion is negative at the departmental or dean's level of review and if the bargaining unit member desires further review, he/she must initiate a request for review at the next level as specified in Paragraph 54 of this Article. If the decision is negative at the Provost's level, the decision may be grieved as specified in Paragraph 55.

**Reappointment, Tenure, and Promotion Calendar**

- 32. A bargaining unit member applying for promotion does so during the Spring Semester, with promotion taking effect as described in Paragraph 35 below. A bargaining unit member applies for tenure either during the Fall or Spring Semester, with tenure taking effect at the start of the next academic/fiscal year, as appropriate.
- 33. The calendar for reappointment, tenure, and promotion considerations during the Fall and Spring Semesters shall be as follows:

	<b>Fall Reappointment and Tenure</b>	<b>Spring Tenure<sup>^</sup></b>	<b>Promotion</b>
Individual's application due in department	<b>Sep 20</b>	Jan 15	<b>Jan 15</b>
Department's recommendation due in the Office of the Dean	<b>Oct 20</b>	Feb 15	<b>Feb 15</b>
Dean's recommendation due in the Office of the Provost	<b>Nov 20</b>	Mar 15	<b>Apr 1</b>
Provost's recommendation due in the Office of the President	<b>Dec 15</b>	Apr 5	<b>May 15</b>
<sup>^</sup> The Spring tenure schedule is only used: a) in cases when specified in the initial appointment letter; or b) a bargaining unit member received a leave of absence of a semester or more prior to when the tenure application is otherwise due. Application due dates will be automatically extended only by the number of full semesters the bargaining unit member was on leave. (Extensions may be granted under Article 14, Paragraph 20, above.)			

34. Each bargaining unit member shall be sent notice, in writing, of the tenure or promotion decision not later than three (3) business days following the Board of Trustees meeting at which the recommendation on the bargaining unit member's tenure or promotion application was considered.
35. Salary adjustments for promotion and professor salary adjustments shall take effect as follows:
  - a. A positive early promotion decision is effective at the start of the following fall semester (or fiscal year, as applicable). Any application before the twelfth semester of time in rank as an assistant professor, or before the tenth semester of time in rank as an associate professor, is considered an early promotion application.
  - b. A positive promotion decision for an assistant professor bargaining unit member in her/his twelfth semester of time in rank, or for an associate professor bargaining unit member in her/his tenth semester of time in rank, is effective at the start of the following fall semester (or fiscal year, as applicable).
  - c. A positive promotion decision for an assistant professor bargaining unit member in her/his thirteenth semester of time in rank is *retroactive* to the start of the thirteenth semester (or January 2, as applicable). A positive promotion decision for an associate professor bargaining unit member in her/his eleventh semester of time in rank is *retroactive* to the start of the eleventh semester (or January 2, as applicable). This provision may only be used once.
  - d. A positive promotion decision for an assistant professor bargaining unit member beyond her/his thirteenth semester in rank, or for an associate professor beyond her/his eleventh semester in rank, is effective at the start of the following fall semester (or fiscal year, as applicable).
  - e. A professor salary adjustment is effective at the start of the following fall semester (or fiscal year, as applicable).

### **Applicant's Responsibilities**

36. A bargaining unit member must submit her/his application for reappointment, tenure, or promotion to the department in accordance with the calendar and in the manner prescribed in this Agreement and department procedures, criteria, standards, and bylaws.
37. It is the responsibility of each bargaining unit member to document both the quantity and quality of her/his activities and achievements. Quality must be demonstrated by more than a statement of activity or achievement. The quality of the applicant's research/creative activity must be demonstrated by evidence, which may include a description of the review process, documentation to support the quality of the venue or other evidence appropriate to the applicant's discipline. With respect to all recommendations and decisions regarding reappointment, tenure, and promotion, the bargaining unit member has final responsibility for bringing forth all evidence that the bargaining unit member wishes to be advanced in conjunction with recommendations and decisions. The application shall be deemed complete at the time the department submits its recommendation to the dean. After that, however, an applicant may only address errors of fact or supply answers to specific questions initiated and raised by a dean's committee, dean, or provost.

38. Supporting documentation for reappointment, tenure, or promotion shall include a narrative statement for each evaluation criterion, explaining how and to what extent each of the activities claimed has met the standards set forth in the departmental procedures, criteria, standards, and bylaws and the terms of this Agreement.

### **Department's Review**

39. The primary responsibility for judging the extent to which departmental members have fulfilled the criteria and standards established in compliance with this Agreement rests with the department.
40. Department reappointment, tenure, and promotion recommendations shall include a statement of the existing standards in each of the areas of evaluation and a statement explaining how the bargaining unit member has or has not met those standards.
  - a. Reappointment or Tenure. Each departmental reappointment or tenure recommendation, whether positive or negative, shall be forwarded to the dean and subsequently to the Provost, to be reviewed both substantively and procedurally.
  - b. Promotion. Each departmental promotion recommendation, whether positive or negative, shall be forwarded to the dean and subsequently to the Provost. All positive recommendations shall be reviewed both substantively and procedurally. If the departmental recommendation is negative, and if the bargaining unit member desires further review, he/she must initiate a request for review at the next level as specified in Paragraphs 45-48, 54 of this Article.
41. The department, using processes developed at the department level and applying the criteria and standards developed in compliance with this Agreement, considers applications and, with its recommendations, shall forward them to the dean.
42. When the department chairperson makes an independent judgment and recommendation regarding reappointment, tenure, or promotion, the chairperson, in addition to forwarding her/his formal written recommendation, will share it with the individual involved.
43. A copy of the departmental recommendation, including any separate recommendation from the chair, shall be given to the bargaining unit member no later than the time it is forwarded to the dean. At the bargaining unit member's discretion, he/she may submit a written clarification or rebuttal of the department's statement, and this statement shall be attached to the department's recommendation at the next level.
44. A bargaining unit member not recommended for reappointment, tenure, or promotion at the department level may have a conference with the department chairperson or her/his designee. If the bargaining unit member desires such a meeting, he/she must initiate a request in writing to CMU with a copy to the ASSOCIATION within one (1) week of receiving written notification of the department's recommendation. At this conference, the chairperson or designee shall, to the extent that information is available, summarize the information discussed prior to the decision and explain the reasons for the negative recommendation. At the bargaining unit member's written request, a representative of the ASSOCIATION may accompany her/him to this conference.

## Dean's Review

45. The dean, using processes developed at the college level and applying the criteria and standards developed in compliance with this Agreement, considers the recommendations and renders an independent judgment on the bargaining unit member's achievements as indicated by the documentation, giving due weight to the department's recommendation including the rationale and documentation, and shall forward them to the Provost with her/his own recommendation.
46.
  - a. Any body used by a college to advise a dean on a bargaining unit member's reappointment, tenure, or promotion application shall provide an opportunity for the bargaining unit member to select an advocate, ordinarily from the department, to appear before such an advisory body, prior to advising the dean on such applications and prior to any formal recommendation from the dean to the Provost, under either of the following circumstances:
    - 1) When a department recommendation to the dean is negative; or
    - 2) When the advice from the advisory body to the dean concerning reappointment, tenure, or promotion would be negative.
  - b. When the advisory body has questions or concerns about an application for reappointment, tenure, or promotion, prior to forwarding its advice to the dean, that body may request a member of the bargaining unit member's department to appear before it to respond to those questions or concerns.
47. If a dean either reverses a positive or upholds a negative departmental recommendation:
  - a. The dean shall notify the bargaining unit member in writing why the positive departmental recommendation was not upheld, or why the negative recommendation was upheld, and include that information with her/his recommendation being passed on to the next level. Within one (1) week of receipt of the dean's written statement, the bargaining unit member may request in writing, with a copy to FPS, a meeting with the dean to address any errors of fact, and answer any further questions. In this written request the bargaining unit member may request a representative of her/his department or the ASSOCIATION to accompany her/him to this meeting. The dean may affirm, modify, or reverse her/his previous recommendation based on any additional information that is provided.
  - b. At the bargaining unit member's discretion, he/she may submit a written rebuttal to the dean's statement, and this rebuttal shall accompany the dean's recommendation to the next level.
  - c. Upon request of the bargaining unit member, he/she and a representative of the department shall be permitted to discuss the department's position with the Provost.
48. If the dean makes a negative promotion recommendation, and if the bargaining unit member desires further review, he/she must initiate a request for review by the Provost as specified in Paragraphs 49-50 and 54 of this Article.

## **Provost's Review**

49. The Provost, using processes developed at the Provost's level and applying the criteria and standards developed in compliance with this Agreement, considers the recommendations and, following consultation with the President, renders an independent judgment on the bargaining unit member's achievements as indicated by the documentation, giving due weight to the department's recommendation including the rationale and documentation. In the case of a positive outcome, the Provost shall forward her/his own recommendation to the President.
50. If the Provost makes a negative recommendation which either reverses a positive or upholds a negative recommendation by a dean, the Provost shall provide written notice to the bargaining unit member why the positive recommendation of the dean was not upheld, or why the negative recommendation was upheld, and include that information with her/his recommendation. Upon receipt of the Provost's written statement, the bargaining unit member may request a meeting with the Provost to address any errors of fact, and answer any further questions. At the bargaining unit member's written request, a representative of her/his department or the ASSOCIATION may accompany her/him to this meeting. The Provost may affirm, modify, or reverse her/his previous recommendation based on any additional information that is provided at the meeting. At the bargaining unit member's discretion, he/she may submit a written rebuttal to the Provost's statement, and this rebuttal shall become part of the documentation accompanying the application.

## **President's Action**

51. The President shall forward favorable tenure and promotion recommendations of the Provost, which may be supported with file materials, to the Board of Trustees.

## **Notification and Appeal Process**

52. When disputes arise, individual bargaining unit members may seek redress of grievances according to established procedures. Departmental and administrative judgments in these matters should never threaten free speech, fair comment, objective dissent, and critical thought, which lie at the heart of a free intellectual life.
53. Bargaining unit members shall be notified of negative reappointment and tenure recommendations at each level of review. Bargaining unit members shall be notified of negative promotion recommendations at each level where a review is requested.
54. A request for a review of a negative promotion recommendation shall be made in writing and delivered to Faculty Personnel Services no later than one (1) week after notice of the recommendation is received by the bargaining unit member (See Paragraph 16 of Article 8, Grievance Procedure). For purposes of this Paragraph, notification of the recommendation, when the bargaining unit member is not teaching on campus, means personal or certified delivery to her/him.
55. Recommendations or decisions relative to reappointment, tenure, and promotion may be grieved under the grievance provisions specified in Article 8. Bargaining unit members seeking to grieve

negative promotion decisions must have exhausted the appeal procedures contained in Paragraphs 31.b, 40.b, 48, and 54 of this Article in order to file a grievance pursuant to Article 8.

**Article 15**  
**DISCIPLINE AND/OR TERMINATION**

1. No bargaining unit member will be disciplined without just cause.
2. Termination of a tenured bargaining unit member shall be only on the following grounds:
  - a. Extraordinary circumstances because of financial exigencies (see Article 18, Position Reduction/Layoff);
  - b. Bona fide discontinuance of a program or department, which does not include merging one department, program or college into another, or transferring courses or programs elsewhere within the University (see Article 18);
  - c. Medical reasons (nothing in this provision shall abridge a bargaining unit member's rights under Article 28, Leaves and Article 34, 3.d., Long Term Disability Insurance);
  - d. Just cause.
3. A written notice specifying the reasons for the discipline and/or termination shall be given to the affected bargaining unit member. Such bargaining unit member shall be provided due process through the grievance and arbitration provisions of this Agreement and through the expedited procedure where termination is based on just cause (See Paragraph 21 of Article 8, Grievance Procedure; and Article 9, Arbitration).

**Article 16**  
**NOTIFICATION AND REPRESENTATION RIGHTS**

1. Upon receipt of a complaint lodged against a bargaining unit member, CMU may conduct a preliminary inquiry. Except for complaints pertaining to the assignment of a grade, Faculty Personnel Services must be notified of complaints lodged against a bargaining unit member as soon as possible. During the preliminary inquiry, if CMU decides that it is necessary to interview the bargaining unit member, the bargaining unit member will be notified that he/she is entitled to request that an ASSOCIATION representative be present at the interview. If such a request is made, it will be granted.
2. If, after a preliminary inquiry, the President, Provost, a dean, or their designee, determines that an investigation will be conducted, CMU shall inform the bargaining unit member and the ASSOCIATION, unless the bargaining unit member has declined ASSOCIATION representation, of its intent. It is acknowledged, however, that this notice requirement will not apply where it would impede the administration of justice in a criminal investigation. The bargaining unit member shall

be notified by CMU of the right to have a representative of the ASSOCIATION present when the bargaining unit member meets with CMU. Should the bargaining unit member elect not to have ASSOCIATION representation, CMU shall secure a written waiver to this effect and forward a copy to the ASSOCIATION except when the bargaining unit member does not wish a copy forwarded.

3. CMU shall conduct its investigation in a manner so as to provide the bargaining unit member with due process. At the onset of the investigation, the bargaining unit member shall be informed of the general substantive nature of the investigation and the procedures to be followed by CMU in conducting its investigation. After the bargaining unit member is so informed, the bargaining unit member shall have the opportunity to suggest parties to be contacted by CMU as part of its investigation. At any time during the investigation, the bargaining unit member and/or the ASSOCIATION may offer suggestions and/or comments as to the manner in which the investigation proceeds. CMU shall give serious consideration to such suggestions and comments.
4. In the event that CMU concludes that it will conduct an investigation of a bargaining unit member that could lead to discipline or discharge, CMU shall comply with the notice provisions of Paragraphs 1-3 of this Article, prior to requesting the bargaining unit member to answer any questions regarding the subject matter of the investigation or to relinquish any materials relating to the investigation which are solely within the possession of the bargaining unit member.
5. When more than one CMU office/unit is involved at the same time in the investigation of a bargaining unit member arising from the same alleged misconduct, CMU shall coordinate its efforts so that requests for information (which may come from more than one office/unit) will be forwarded to the faculty member from one CMU-designated representative.
6. CMU shall complete its investigation within three (3) calendar months from the date CMU notified the bargaining unit member in writing of its intent to conduct an investigation. Should CMU need additional time to complete its investigation, it will notify the bargaining unit member and the ASSOCIATION, unless the bargaining unit member has declined ASSOCIATION representation, in writing what additional time is required and the specific reasons the additional time is needed.
7. Upon completion of its investigation, and prior to issuing its written decision regarding what disciplinary action, if any, to take, CMU shall follow the procedure outlined below:
  - a. CMU will offer the bargaining unit member an opportunity to meet with the CMU representative who will issue the written decision. If the bargaining unit member elects such a meeting, at the meeting CMU will share with the bargaining unit member notice of the action it intends to take and an explanation of the evidence in support of the proposed action. The bargaining unit member shall be given an opportunity to present her/his view of the matter along with any evidence the bargaining unit member considers relevant to the proposed action.

If the bargaining unit member does not elect such a meeting, CMU will transmit to the bargaining unit member and the ASSOCIATION unless the bargaining unit member has declined ASSOCIATION representation, notice of the action it intends to take.

- b. At the conclusion of any meeting conducted pursuant to Paragraph 7.a., or, in the case of no meeting, upon transmittal by CMU of the action it intends to take, CMU shall offer the bargaining unit member and the ASSOCIATION unless the bargaining unit member has declined ASSOCIATION representation, two (2) weeks to file a written response to the proposed action. An election by the bargaining unit member not to respond shall not be interpreted as an admission of, or agreement with, any of the information provided by CMU.
  - c. After the foregoing steps are completed, CMU shall provide to the bargaining unit member and the ASSOCIATION, unless the bargaining unit member has declined ASSOCIATION representation, a written decision regarding what disciplinary action, if any, is to be taken, together with its rationale for the decision.
- 8. For purposes of this Article, the term "investigation" does not include the preliminary inquiry of the complaining party or parties, the sharing of the complaint with the bargaining unit member, the examination of existing documents in possession of CMU, or the referral of the complaint to FPS.
  - 9. Each year, CMU will report to the ASSOCIATION the number of bargaining unit members electing not to have ASSOCIATION representation and the nature of the complaint(s).
  - 10. For the investigative process concerning allegations of NCAA and Mid-American Conference rule infractions by bargaining unit members, see Letter of Agreement #3.

## **Article 17 FACULTY WORKLOAD**

- 1. The workload of bargaining unit members encompasses many professional duties and responsibilities necessary to their varied roles. Faculty have considerable discretion in carrying out their professional duties and responsibilities and will operate within university policies and procedures. These duties and responsibilities normally include but are not limited to:
  - a. Teaching, consistent with master syllabi, and/or providing instructional support in a variety of manners and settings;
  - b. Advising and consulting with students;
  - c. Engaging in scholarly and creative activity;
  - d. Supporting the proper and efficient functioning of the department, college, and University as a whole (for example, performing committee work); and
  - e. Supporting the University and broader academic community through professional or public service related to the bargaining unit member's discipline.
- 2. The department and dean share responsibility for appropriate faculty workloads.

3. With respect to the establishment of appropriate faculty workloads, departmental faculty may, in accordance with the provisions of their department procedures, criteria, standards, and bylaws, make recommendations concerning said workloads. These recommendations may include the definition of a full-time workload and a system of equivalencies for the non-teaching activities.
4. In the development of workload recommendations, the following guidelines apply to teaching faculty:
  - a. The instructional portion of a faculty member's full-time workload consists of nine (9) to twelve (12) credit hours per semester as determined by the department.
  - b. Adjustments to her/his instructional workload may be made for various academic purposes, such as curricular or professional development activities, advising responsibilities, and supervision of theses or dissertations, as long as these adjustments are not in violation of university policy or a university commitment to accreditation or professional standards.
5. Adjusted workloads shall be recommended by the department and approved by the dean.
6. When reporting FYES:FTE ratios, CMU agrees to provide an additional ratio calculation that would exclude chairpersons and sabbatical leaves. This ratio shall be considered by the deans and Provost when allocating resources.

**Article 18**  
**POSITION REDUCTION/LAYOFF**

1. Layoff is the termination of employment of a bargaining unit member for reasons other than the competence of a bargaining unit member. Recommendations concerning layoffs occur separately from, and are based on considerations different from, those dealing with tenure and reappointment.
2. CMU may lay off a bargaining unit member under certain conditions. Two of these conditions would be discontinuation of a program, and financial exigency.
  - a. Bona Fide Program Discontinuation. Any program discontinuation which results in the layoff of a bargaining unit member must be approved through established university curricular procedures prior to any layoff recommendation or decision. These procedures include, where applicable, the current version of the "Curricular Authority Document" and the "Policy on Academic Organization" which has been approved by the Academic Senate and the Board of Trustees.
  - b. Financial Exigency. Before any bargaining unit member is laid off because of financial exigency, a declaration of financial exigency will be made by the Board of Trustees. Before the Board of Trustees declares financial exigency, the following shall occur:
    - 1) At least thirty (30) business days' notice of the possibility of declaring financial exigency shall be given to the ASSOCIATION.

- 2) CMU will furnish to the ASSOCIATION the financial information upon which it is basing its judgment that financial exigency may have to be declared.
  - 3) After fulfilling its obligations under 1) and 2) above, CMU will schedule an opportunity for the ASSOCIATION to meet in joint consultation to consider the need to declare financial exigency.
3. Two primary factors have always been involved in faculty personnel decisions:
- a. The immediate and anticipated long-term program needs of the University, and
  - b. The competence and promise of faculty members.

A situation may arise in which CMU must lay off bargaining unit members even though they are competent and have shown promise.

#### **Reduction Prior to Layoff of Bargaining Unit Members**

4. a. When it is necessary to reduce the number of faculty employment positions by the equivalent of one or more full-time positions within a department, the administration shall notify the department in writing specifying the reasons for the reductions. The department shall then have the responsibility of developing recommendations as to how the reductions might be implemented. If programmatic considerations allow, departments may make recommendations short of layoff of bargaining unit members as follows:
  - 1) Leave unfilled a vacancy caused by retirement, resignation, or some other form of actual or anticipated attrition.
  - 2) Consider no additional appointment of fixed-term faculty.
  - 3) Eliminate temporary positions in the department.
  - 4) Reconvert graduate assistantships, earlier established by the conversion of faculty positions to graduate assistantships.
  - 5) Convert billeted graduate assistantship positions to faculty positions.
  - 6) Recommend, if departmental procedures allow, that a bargaining unit member be assigned a summer school or Global Campus assignment as part of her/his regular load. Such assignments shall not result in a decrease in ten (10) month base salary for the bargaining unit member.
  - 7) Develop, in cooperation with CMU, an early retirement/voluntary resignation program for department members.

- b. If the recommendations made by the department are determined by CMU not to be sufficient to accomplish the amount of reduction necessary in the department or if the recommendations do not meet programmatic needs, the Provost will notify the department in writing that layoff of bargaining unit members is necessary. Departments will consider all those applications for reappointment and tenure made prior to a written notification by the department of a layoff recommendation. (See Paragraph 7 of this Article.)

### **Layoff of Bargaining Unit Members**

- 5. Decisions concerning layoff of bargaining unit members are based upon recommendations originating in departments, which play an initial role in the determination. These recommendations will be made without regard to an individual's race, color, sex, religion, national origin, age, height, weight, handicap, marital status, sexual orientation, gender identity, gender expression, veteran status, or other status protected by state and federal law.
- 6. No single set of directions or criteria guides or restricts the recommendations of departments, with the notable exception that tenure commitments will be honored according to provisions of this Agreement. Each department, when faced with a layoff, will consider the full range of its options and, using the formal procedures of that department, will formulate a recommendation based on an assessment of the best interests of the students who are to be educated and the anticipated educational program of Central Michigan University. However, the following two considerations must be primary when departments recommend layoff of bargaining unit members:
  - a. Programmatic Needs. Programmatic needs are defined as the immediate and anticipated long-term needs as established by the university curricular planning process.
  - b. Length of University Service.
    - 1) Length of service (seniority) refers to time accrued in years and months while employed at the University in a position which would normally be described as part of the bargaining unit under Article 2 (Recognition). Faculty shall retain, but not accrue, length of service while on leave of absence without salary.
    - 2) Regular faculty employed at the University in a non-bargaining unit position shall accrue length of service proportionate to the faculty FTE utilized in performing faculty responsibilities.
    - 3) Accrued length of service shall be lost only upon termination of employment from the University unless stated otherwise in this Agreement.
    - 4) Nothing contained in this Article is intended to waive or diminish rights by law provided to bargaining unit members.
- 7. When it is necessary to lay off a non-tenured bargaining unit member in a department or to lay off a tenured bargaining unit member, the department shall notify in writing the affected bargaining unit member and dean of its recommendation. In this written recommendation, the department shall give its reasons to the individual and the dean as to why options 1) through 7) of Paragraph

4.a of this Article were not exhausted and the reasons for its recommendation under Paragraph 6 of this Article. The document containing the reasons for its recommendation shall be sent to the dean for review, which may include conferring with the department.

8. The dean, after her/his review of the department recommendation, will notify the Provost in writing of the department's recommendation, including its reasons. Within ten (10) business days of the departmental recommendation to the Provost, the Provost shall offer a meeting to the affected bargaining unit member at which the department recommendation may be appealed. The bargaining unit member shall accept or decline such an appeal meeting within five (5) business days of receipt of certified notice of the offer to meet. If accepted, the meeting shall be held within five (5) business days, and the bargaining unit member may request that an ASSOCIATION representative be present. The Provost shall notify the affected bargaining unit member in writing of her/his decision. This notification from the Provost shall constitute the official layoff notification for purposes of this Article.
9. If any bargaining unit member is released due to layoff, CMU will provide a written statement to the bargaining unit member indicating that had a position been available at the time of the bargaining unit member's reappointment or tenure decision, the bargaining unit member would have been considered for reappointment or tenure since the bargaining unit member was laid off (retrenched) and was not released because of incompetence or for lack of promise.
10. If, during the period between notice of layoff and the actual layoff, circumstances in a department undergoing position reduction change through the death or resignation of a department member, the department shall reconsider its layoff recommendation. Additionally, during the period between notice of layoff and the actual layoff, a department may recommend to CMU that a layoff decision be rescinded because of increasing enrollments, program developments, or similar circumstances. The actions and recommendations occasioned in this Paragraph do not alter the notice provisions of this Article.
11. If a layoff notice has precluded a reappointment or tenure decision and circumstances in a department change as specified above, the bargaining unit member notified of layoff shall be considered for reappointment or tenure within the next academic semester. In these circumstances, the length of service required prior to consideration for the grant of tenure shall not be affected.

#### **Provisions for Laid-Off Bargaining Unit Members**

12. The provisions for laid-off bargaining unit members are as follows:
  - a. Appeal Processes. A grievance and appeal mechanism exists in this Agreement to ensure bargaining unit members a system of due process. The grounds for a grievance under this Article are allegations that a violation of procedural regulation has occurred, or that errors of fact, prejudice, arbitrary and capricious actions, or considerations violative of academic freedom occurred which may have significantly contributed to the decision.

- b. Advanced Notification. Bargaining unit members are provided with advance notice of a decision so that they have time to seek other opportunities. During the first (1st) and second (2nd) year of appointment, the period is not less than six (6) months; after the midpoint of the second (2nd) year, a notice of one (1) full year shall be provided. Strict adherence to these standards of notice of non-reappointment shall be maintained by CMU and results in a firm schedule for recommendations by departments.
- c. Placement Assistance. An effort is made to assist individuals in securing other employment at this University and elsewhere. CMU shall work with departments to increase our joint effectiveness in these areas. Specifically, Central Michigan University vacancies will be advertised internally, so that bargaining unit members facing layoff may know of all opportunities which exist. Faculty can help in calling to the attention of their colleagues at other schools the availability of individuals whose appointments here cannot be renewed. CMU will also provide bargaining unit members with letters attesting to the fact that the failure to renew a contract was the result of layoff. CMU shall arrange a relocation conference with bargaining unit members who are not reappointed because of retrenchment. These conferences will be coordinated by a representative of the Provost's Office and will include other staff familiar with the employment opportunities within the University. All units of the University where the individual was previously employed will be informed of that individual's availability. The purpose of these conferences is to assure a complete evaluation of intra-University employment possibilities.
- d. Unemployment Compensation. Individuals who do not have a contract for the next academic year or accept other employment at the University or elsewhere and are otherwise eligible may receive unemployment compensation. This program is funded directly by CMU.
- e. Special List. Any individual who has been laid off shall, upon her/his request, be placed for four (4) years on a special list for the purposes described below. This list shall be maintained by the Provost's Office and shall include basic résumé data. The list shall be sent to each department and the ASSOCIATION and shall be updated regularly.
- f. Interviews. Each department, prior to filling a vacancy for which the department judges an individual on the list to be qualified, shall offer a personal interview to the individual and give consideration to her/his candidacy prior to forwarding a recommendation for the position. (For rights of tenured bargaining unit members in such cases, see the appropriate provisions in this Agreement.)
- g. Two-Year Protection. If a non-tenured bargaining unit member's contract is not renewed for the sole reason that the department, at the time of decision, does not have or is not anticipated to have sufficient regular, full-time positions for the program to which the bargaining unit member is primarily responsible, a notation of that reason shall be made in the non-tenured bargaining unit member's personnel file. The non-tenured bargaining unit member's position (whether designated at the time of replacement as regular, part-time, and/or fixed-term) will not be filled by a replacement in the program within two (2) years, unless the non-tenured bargaining unit member has been offered reappointment. Notification of a recall shall be in writing with a copy to the ASSOCIATION. The written notification shall be sent by personal or

certified delivery to the bargaining unit member. It shall be the responsibility of each bargaining unit member to notify CMU of any change of address. The bargaining unit member shall have fourteen (14) days from receipt of notification to respond.

- h. Benefits Upon Reemployment. Any individual who is reemployed on the regular faculty shall have any previous regular service apply as years of service for purposes of tenure, sabbatical leave consideration, and benefits, where applicable. The university shall have at least two (2) full semesters, exclusive of all leaves, following reemployment to determine whether to grant tenure. If tenure is not granted, the notice provisions in Paragraph 14 of Article 14 (Reappointment, Tenure, and Promotion Policies) shall be applicable.
  - i. Reassignment. CMU will attempt to place, in other suitable positions, bargaining unit members who are to be laid off.
13. In addition to benefits in Paragraph 12 of this Article, a tenured bargaining unit member laid off for a reason other than financial exigency shall be given at least eighteen (18) months' notice or given severance salary equal to the bargaining unit member's annual base salary at the time of layoff. If a tenured bargaining unit member is laid off for reasons of financial exigency, he/she shall be given at least twelve (12) months' notice or, where CMU has not provided such timely notice, shall be given severance salary equal to the bargaining unit member's annual base salary at the time of layoff.

#### **Time Limits**

14. CMU may impose time limits for departmental recommendations set forth in this Article in order to meet the time limits in this provision and in other provisions within this Agreement. In no case, however, shall a department be given less than two (2) weeks to forward its recommendation. CMU may allow a longer period of time if it is not pressed by other obligations of this Agreement.

### **Article 19 REORGANIZATION/REASSIGNMENT**

- 1. When a bargaining unit member is assigned to a newly-created academic department, assigned to a department as a partial or complete merger of two (2) or more academic departments, or reassigned to an existing department, the assigned bargaining unit member shall receive not less than her/his current annual base salary in the new assignment. He/she will also retain tenure status, faculty rank, and length of service, as defined in Paragraph 6.b.1) of Article 18 (Position Reduction/Layoff). An exception to this provision is a bargaining unit member who, as a consequence of any of these three (3) reasons for new assignment, is reassigned to, or becomes retained in, a discipline other than that contained in the initial letter of appointment or in which the bargaining unit member received her/his terminal degree.
- 2. Where a reassignment becomes necessary due to one of the conditions specified in Paragraph 1 of this Article, the Provost shall notify the affected bargaining unit member in writing where, if any, available tenure-track positions exist. The bargaining unit member shall then indicate a

preference, in writing, regarding reassignment to one of the available positions. When making the reassignment, the Provost shall consider the bargaining unit member's preference as well as the programmatic needs of the University. The receiving department and appropriate dean will be involved in formulating the arrangements for the reassignment.

3. For members of departments and/or units whose membership has changed because of a merger of two (2) or more academic units or which have been relocated from one college to another, the following provisions shall apply to those bargaining unit members who held tenure-track appointments at Central Michigan University during the academic year of the reorganization.
  - a. Bargaining unit members under consideration for reappointment, tenure, or promotion shall continue to be evaluated using the procedures, criteria, and standards existing in their former department and/or unit at the time of the merger or relocation until such time as new procedures, criteria, and standards are developed and approved in conformity with Article 10 (Department Procedures, Criteria, Standards, and Bylaws).
  - b. After such new procedures, criteria, and standards are approved, bargaining unit members shall elect to be evaluated using either:
    - 1) The procedures, criteria, and standards existing in their former department and/or unit at the time of merger or relocation, with voting by the members of the former department and/or unit, or
    - 2) The procedures, criteria, and standards developed by the new department and/or unit, with voting by members of the new department and/or unit.
  - c. The election in Paragraph 3.b shall be made known in writing to the appropriate personnel committee prior to their deliberations on the first personnel decision involving the bargaining unit member following the merger or relocation. The same option must be elected for reappointment, tenure, and promotion decisions, except as limited in Paragraph 3.d. of this Article.
  - d. For purposes of promotion, such election may be made only within one (1) full year following merger or relocation. After one (1) year, the criteria, standards, and procedures existing in the new department and/or unit will be utilized for purposes of promotion.
  - e. For non-tenured bargaining unit members, a tenure slot will be available for them at the time the tenure decision is to be made, except where it has been necessary to lay off under Article 18 (Position Reduction/Layoff).

**Article 20**  
**UTILIZATION OF NON-BARGAINING UNIT MEMBERS**

1. If responsibilities regularly and customarily performed by persons in the bargaining unit are performed on the University campus by a source outside the bargaining unit, no bargaining unit member shall be laid off or suffer a loss of base salary as a result.

2. CMU intends to use non-bargaining unit members to supplement bargaining unit members and not to displace them. Therefore, no bargaining unit members shall be displaced as a result of these persons being utilized.
3. A bargaining unit member accepting an alternative assignment remains a member of the bargaining unit unless her/his alternate assignment does not involve at least one-half ( $\frac{1}{2}$ ) load in teaching or research. Prior to appointing a bargaining unit member to an assignment which will remove her/him from the bargaining unit, CMU will so inform the bargaining unit member and the ASSOCIATION. If an alternative assignment, which will remove a bargaining unit member from the bargaining unit, is advertised, then the advertisement shall contain that information.
4. Reports
  - a. Following each fiscal year, CMU shall supply to the ASSOCIATION information pertaining to faculty and graduate assistant FTE utilized during the prior fiscal year. For each department, annual FTE will be partitioned by term. Further, the annual FTE will be partitioned by use type: instructional, research and administrative/service.
  - b. At least once every three years, CMU shall supply to the ASSOCIATION information pertaining to faculty and graduate assistant FTE utilized during the prior academic year as follows. Faculty FTE will be categorized as regular faculty, full-time fixed-term faculty, part-time fixed-term faculty, P&A staff with normal instructional responsibilities, and graduate assistants. For each of these categories, FTE will be further categorized as instructional, research and administrative/service. A report will list, by department and each faculty category: instructional FTE used, number of sections taught, total SCH generated, sections/FTE, and SCH/FTE (where applicable).
5. At the ASSOCIATION's request, CMU and the ASSOCIATION shall meet and confer in regard to the information in Paragraph 4 of this Article.

**Article 21**  
**AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY**

1. The ASSOCIATION and CMU agree that the express terms and provisions of this Agreement shall be applied without regard to an individual's race, color, sex, religion, national origin, age, height, weight, disability, marital status, sexual orientation, gender identity, gender expression, veteran status, or other status protected by state and federal law.
2. The parties recognize that the federal and state law, as well as university policies, provide multiple protections and remedies for equal opportunity and affirmative action. A list of the administrative agencies charged with the enforcement of state and federal equal employment laws is on file in the University's Office of Civil Rights and Institutional Equity ("OCRIE") and shall be distributed to the ASSOCIATION and academic departments annually.

**Article 22**  
**INTELLECTUAL PROPERTY RIGHTS**

**Ownership**

1. Ownership rights to intellectual materials created by bargaining unit members are determined by CMU's "Intellectual Property Rights" policy as adopted by the Board of Trustees on December 6, 1996 and clarified in an April 20, 1998 letter from Provost Richard Davenport to the University Community and a November 4, 2008 letter from Provost Julia Wallace to University regular faculty (available at the Office of Research and Sponsored Programs website).
2. These rights are not abridged by storage in facilities provided by CMU. Examples of storage facilities include, but are not limited to, institutional digital repositories, departmental servers, or University-owned PCs.

**Distance Learning**

3. Materials for which a bargaining unit member owns intellectual property rights, and used by that bargaining unit member or others in an interactive television or online course offering, shall be considered as provided on a one-time-only basis unless provided otherwise by written prior agreement with CMU.

**Article 23**  
**INFORMATION TECHNOLOGY**

**Computer Services**

1. CMU acknowledges that ordinary on-campus faculty work requires certain computer resources and support. When these are available from the Office of Information Technology or college computer services, CMU will not charge individual bargaining unit members for their use. Charges for the purchase of computer resources as part of grants and consulting contracts are excluded from this provision.
2. CMU and bargaining unit members will, subject to applicable law, make reasonable efforts to maintain the privacy and confidentiality of materials (whether owned by bargaining unit members, CMU, or outside parties) stored in CMU computer services facilities. CMU has the right of access to the contents only in those cases where it has a legitimate "need to know." CMU will make reasonable efforts to safeguard such materials from loss.
3. In the use of CMU computer services facilities, CMU and bargaining unit members will respect copyrights, licenses, and applicable laws; respect the integrity of computing systems; and exercise conduct respectful to the user community at the University and elsewhere.

### **Distance Learning**

4. Each interactive television and online course offering will be developed through consultation with the department, the appropriate dean(s), and relevant information technology and/or Global Campus personnel.

### **Training and Use**

5. Except for bargaining unit members whose professional duties include the use of information technology, participation in an information technology training program, and the use of information technology in teaching and student advising will ordinarily be voluntary for a bargaining unit member. In the event that CMU wishes to make mandatory that which is ordinarily voluntary, as herein stated, CMU will provide written notification to the ASSOCIATION and give it the opportunity to bargain regarding this matter.

### **Article 24 CALENDAR**

1. Both parties acknowledge that the calendar has been established, as described in Paragraph 3 of this Article, for the life of this Agreement. Any calendar change proposed by CMU that would substantially affect the teaching schedule or work assignments of bargaining unit members for the academic year and/or summer session shall be subject to negotiations between CMU and the ASSOCIATION. Before CMU implements any calendar change viewed by CMU as not substantially affecting the teaching schedule or work assignments, CMU will consult with the ASSOCIATION regarding the change. The parties at any time may agree to refer selected calendar matters to the Academic Senate for advice and counsel.
2. This Article is not intended to change the provisions of Article 27.
3. The calendar, beginning with the 2014 Fall Semester and ending with the 2020 Summer Session 2, is as follows:

### Calendar: 2014-2019

<b>FALL SEMESTER</b>	<b><u>2014</u></b>	<b><u>2015</u></b>	<b><u>2016</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019*</u></b>
Faculty Preparation Week Begins	M, Aug 18	M, Aug 24	M, Aug 22	M, Aug 21	M, Aug 20	M, Aug 19
Classes Begin	M, Aug 25	M, Aug 31	M, Aug 29	M, Aug 28	M, Aug 27	M, Aug 26
Labor Day Holiday (No Classes)	M, Sep 1	M, Sep 7	M, Sep 5	M, Sep 4	M, Sep 3	M, Sep 2
Thanksgiving Recess Begins (5 p.m.)	W, Nov 26	W, Nov 25	W, Nov 23	W, Nov 22	W, Nov 21	W, Nov 27
Classes Resume (8 a.m.)	M, Dec 1	M, Nov 30	M, Nov 28	M, Nov 27	M, Nov 26	M, Dec 2
Classes End	S, Dec 6	S, Dec 12	S, Dec 10	S, Dec 9	S, Dec 8	S, Dec 7
Final Examination Week	Dec 8-12	Dec 14-18	Dec 12-16	Dec 11-15	Dec 10-14	Dec 9-13
Commencement	S, Dec 13	S, Dec 19	S, Dec 17	S, Dec 16	S, Dec 15	S, Dec 14
Grade Submission Due Date	W, Dec 17	M, Dec 21	W, Dec 21	W, Dec 20	W, Dec 19	W, Dec 18
<b>SPRING SEMESTER</b>	<b><u>2015</u></b>	<b><u>2016</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>
Faculty Preparation Week Begins	Th, Jan 8	Th, Jan 7	Th, Jan 5	Th, Jan 4	Th, Jan 3	Th, Jan 9
Classes Begin	M, Jan 12	M, Jan 11	M, Jan 9	M, Jan 8	M, Jan 7	M, Jan 13
Martin Luther King, Jr. Day (No Classes)	M, Jan 19	M, Jan 18	M, Jan 16	M, Jan 15	M, Jan 21	M, Jan 20
Spring Recess Begins (1 p.m.)	S, Mar 7	S, Mar 5	S, Mar 4	S, Mar 3	S, Mar 2	S, Mar 7
Classes Resume (8 a.m.)	M, Mar 16	M, Mar 14	M, Mar 13	M, Mar 12	M, Mar 11	M, Mar 16
"Gentle" Break-No Classes	Apr30-May1	Mar31-Apr1	Mar 30-31	Apr 5-6	Apr 4-5	Apr 2-3
Classes End	S, May 2	S, Apr 30	S, Apr 29	S, Apr 28	S, Apr 27	S, May 2
Final Examination Week	May 4-8	May 2-6	May 1-5	Apr30-May4	Apr29-May3	May 4-8
Commencement	S, May 9	S, May 7	S, May 6	S, May 5	S, May 4	S, May 9
Grade Submission Due Date	W, May 13	W, May 11	W, May 10	W, May 9	W, May 8	W, May 13
<b>SUMMER SESSION 1</b>	<b><u>2015</u></b>	<b><u>2016</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>
Classes Begin	M, May 18	M, May 16	M, May 15	M, May 14	M, May 13	M, May 18
Memorial Day Holiday (No Classes)	M, May 25	M, May 30	M, May 29	M, May 28	M, May 27	M, May 25
Classes End	Th, Jun 25	Th, Jun 23	Th, Jun 22	Th, Jun 21	Th, Jun 20	Th, Jun 25
Grade Submission Due Date	T, Jun 30	T, Jun 28	T, Jun 27	T, Jun 26	T, Jun 25	T, Jun 30
<b>SUMMER SESSION 2</b>	<b><u>2015</u></b>	<b><u>2016</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>
Classes Begin	M, Jun 29	M, Jun 27	M, Jun 26	M, Jun 25	M, Jun 24	M, Jun 29
Independence Day Recess (No Classes)	F, Jul 3	M, Jul 4	T, Jul 4	W, Jul 4	Th, Jul 4	F, Jul 3
Classes End	Th, Aug 6	Th, Aug 4	Th, Aug 3	Th, Aug 2	Th, Aug 1	Th, Aug 6
Grade Submission Due Date	T, Aug 11	T, Aug 9	T, Aug 8	T, Aug 7	T, Aug 6	T, Aug 11

\*Tentative dates

4. The schedule for the Summer Session is such that:
  - a. All six-week and twelve-week classes will meet Monday through Thursday, inclusive, except as follows:
    - 1) Classes during the week of Memorial Day will meet Tuesday through Friday, inclusive.
    - 2) Classes during the week of July 4 will meet:  
In 2015, Monday through Thursday, inclusive  
In 2016, Tuesday through Friday, inclusive  
In 2017, Monday, Wednesday, Thursday, Friday  
In 2018, Monday, Tuesday, Thursday, Friday  
In 2019, Monday, Tuesday, Wednesday, Friday  
In 2020, Monday through Thursday, inclusive
  - b. Three-week classes will be scheduled on Monday through Friday, except no classes will be held on the following dates:
    - 1) May 25, 2015 (Monday, Memorial Day)  
June 26, 2015 (Friday)  
July 3, 2015 (Friday)  
August 7, 2015 (Friday)
    - 2) May 30, 2016 (Monday, Memorial Day)  
June 24, 2016 (Friday)  
July 4, 2016 (Monday)  
August 5, 2016 (Friday)
    - 3) May 29, 2017 (Monday, Memorial Day)  
June 23, 2017 (Friday)  
July 4, 2017 (Tuesday)  
August 4, 2017 (Friday)
    - 4) May 28, 2018 (Monday, Memorial Day)  
June 22, 2018 (Friday)  
July 4, 2018 (Wednesday)  
August 3, 2018 (Friday)
    - 5) May 27, 2019 (Monday, Memorial Day)  
June 21, 2019 (Friday)  
July 4, 2019 (Thursday)  
August 2, 2019 (Friday)
    - 6) May 25, 2020 (Monday, Memorial Day)  
June 26, 2020 (Friday)  
July 3, 2020 (Friday)  
August 7, 2020 (Friday)
5. One-week classes will not be scheduled for the week of July 4.

**Article 25**  
**SUPPLEMENTAL EMPLOYMENT FOR BARGAINING UNIT MEMBERS**

1. Supplemental employment activity guidelines are intended to provide quality education for Central Michigan University students. It is understood that supplemental activities will not interfere with a bargaining unit member's normal responsibilities. It is the expectation of CMU that a bargaining unit member's normal duties will take precedence over activities that provide supplemental income. Supplemental activities cannot be performed if they require the absence of the bargaining unit member from her/his regularly scheduled classes. Exceptions may be made with the written, advance approval of the department chairperson and dean.
2. A bargaining unit member may engage in activities for financial compensation or gain, other than those for which he/she was hired, as long as these activities do not conflict with her/his professional duties or any university programs. If it might reasonably be considered that these other activities would interfere with a bargaining unit member's professional duties or be in competition with any university program, the intent to engage in such activities must be reported, in writing, to the appropriate department chairperson and the appropriate dean before a bargaining unit member agrees to perform those other activities.
3. Such non-conflicting outside activities for compensation normally should be limited to an average of one (1) day per week per semester. All such activities shall be reported, in writing, annually to the appropriate department chairperson and the appropriate dean.
4. A full-time bargaining unit member may not teach or provide other contracted services for compensation at other institutions during the time when he/she has duties on campus without prior written permission from the appropriate department chairperson, the appropriate dean, and the Provost. Teaching or providing other contracted services at other times of the year for institutions other than Central Michigan University shall be reported, in writing, in advance, to the appropriate department chairperson, the appropriate dean, and the Provost.
5.
  - a. A full-time bargaining unit member may engage in supplemental activities for CMU so long as s/he is actively engaged in all of the duties for which s/he was hired, is not under citation for a performance deficiency, and the payment from these activities does not cause the bargaining unit member's total CMU earnings to exceed one hundred fifty percent (150%) of her/his ten (10) month base salary in any period commencing with the first pay period of the academic year and continuing until the first pay period of the subsequent academic year.
  - b. Should the bargaining unit member's CMU earnings exceed one hundred fifty percent (150%) during the period described herein, her/his supplemental earnings potential for the subsequent period will be reduced by the percentage of salary in excess of one hundred fifty percent (150%). For example, should a bargaining unit member's supplemental earnings equal one hundred fifty-three percent (153%) in one period, her/his supplemental earnings potential will be one hundred forty-seven percent (147%) for the subsequent period.
  - c. Within the one hundred fifty percent (150%) parameter these additional guidelines apply:

- 1) The chairperson stipend shall not be considered a supplemental activity for purposes of calculating the one hundred fifty percent (150%) of earnings.
  - 2) Teaching activities and all other contracted services for Global Campus shall be reported in advance, to the appropriate department chairperson and dean.
  - 3) A bargaining unit member may teach no more than three (3) courses for supplemental compensation during the academic year. For purposes of workload determination under this Article, activities such as program capstone courses (e.g., MSA 699, MSA 690, EDU 776), ICF courses, individual tutorials, face-to-face group tutorials with 12 or fewer students, a web-based course with twelve (12) or fewer students, and learning packages will not be treated as a course. In this Paragraph, the meaning of three (3) courses is courses totaling up to nine (9) credit hours.
  - 4) When off-campus courses have overlapping start/stop dates, a bargaining unit member may teach only one of the overlapping courses.
  - 5) A bargaining unit member's supplemental teaching activities for CMU may not exceed the equivalent of twelve (12) credit hours for the entire summer session.
- d. Any of these guidelines may be waived for an individual bargaining unit member by the dean of the college to which the bargaining unit member is regularly assigned. A bargaining unit member in a college denied an exception may not grieve the denial on grounds that a dean of another college granted an exception. This shall not be construed to prevent a bargaining unit member in a college to grieve on the basis that he/she received disparate treatment from similarly situated bargaining unit members in the same college, or to prevent any bargaining unit member from grieving on the basis that a dean's denial of an exception was based on unlawful discrimination.
- e. A college may have additional requirements occasioned by professional accreditation standards regarding supplemental activity for bargaining unit members.

### **Summer Session**

6. CMU and the ASSOCIATION recognize that the Summer Session between the two (2) normal academic semesters provides opportunities for faculty flexibility, job security, and additional compensation.
7. Preference for appointment to teach the on-campus Summer Session will be given to qualified bargaining unit members provided they have been recommended by the department through which such courses are being offered and other provisions of this Agreement have been met. Departments have the responsibility to review and recommend approval of the credentials of individuals other than Central Michigan University faculty prior to their appointment to teach during the Summer Session.

8. Preference also will be granted to qualified bargaining unit members for nonteaching assignments to be performed by faculty members.
9. CMU shall publish timely notices of all compensated committee or other nonteaching opportunities for the Summer Session so that qualified bargaining unit members may apply. Publication shall be in a manner and format designed to assure bargaining unit members have a reasonable opportunity to receive notice(s).
10. A bargaining unit member, with the recommendations of the department and college and with the approval of the Office of the Provost, may elect to waive the right to supplemental compensation and develop an alternative plan for fulfilling normal academic on-campus responsibilities. A mutually acceptable plan may involve the reduction of that person's responsibilities such as teaching, advising, and University and departmental committee assignments during the academic year in exchange for comparable responsibilities during the Summer Session or similar arrangements.

**Article 26  
GLOBAL CAMPUS**

1. Bargaining unit members will not be required to teach courses offered by Global Campus except for those instances where Global Campus-scheduled courses are taught as part of the on-campus load in compliance with Article 27.
2. For purposes of this Article and this Article only,
  - a. "Department" means the academic departments, the MSA Council, the MA in Humanities Council, the MA in Education Council, or the Undergraduate Extended Degree Program Council;
  - b. "Chairperson" means the chairpersons of the academic departments or the Directors of the MSA Program, the MA in Humanities Council, the MA in Education Council, or the Undergraduate Extended Degree Program Council; and
  - c. The "originating departments" of all courses other than those of academic departments are: the MSA Council for the MSA designator; the MA in Humanities Council for the HUM designator; and the MA in Education Council for the EHS designator.
3. Departments have responsibility for the following in contributing to Global Campus scheduling and staffing of course offerings.
  - a. Announcement of Global Campus Offerings. Global Campus will announce its offerings by publishing them electronically at <http://global.cmich.edu/faculty/opportunities/>. This site will also provide the deadline date for submitting CMU faculty Teaching Preference Forms, the appropriate Global Campus address for obtaining full information about each course that is to be offered, and a means to sign up for automatic electronic notification of new postings.

- b. Teaching Preference Form. Any bargaining unit member desiring to enter into a contract to teach a scheduled course according to the Global Campus prescribed format and criteria must indicate that preference by submitting a CMU faculty Teaching Preference Form with the appropriate signatures to Global Campus within fifteen (15) business days of the announcement of the offering of the course at <http://global.cmich.edu/faculty/opportunities/> by the deadline indicated in the course offering list. If the course is to be taught in an on-line (or web-based) format, the bargaining unit member, by signing this Teaching Preference Form, attests that he/she has contacted CMU's Center for Instructional Design to discuss what are considered to be the current "best practices" for teaching in an on-line format, or that he/she intends to become conversant with these "best practices" prior to teaching the course, and that he/she will adopt or adapt these "best practices" in a manner appropriate to the course in order to help assure, as best as one can, that the course learning objectives are met. (The Center for Instructional Design may be contacted at 989-774-7140. An Online Instructional Training Workshop is regularly offered through the Center for Instructional Design to help faculty become conversant in on-line instructional "best practices.") A copy of the Teaching Preference Form shall also be delivered to the office of the department chairperson within the deadline. The department chairperson then shall sign the form indicating her/his approval or non-approval for the instructor to teach the specific course. In the case of approval, the chairperson's signature is an indication that the instructor has the subject matter expertise to teach the course and that the instructor may teach at the time and location of the Global Campus class without causing a conflict with a department commitment. The dean of the bargaining unit member's college will then review the request for compliance with the member's on-campus class schedule and with accreditation overload restrictions. Where no problem with commitment or compliance exists, bargaining unit members shall have preference for teaching such courses.
- c. If no bargaining unit member in a department from which a Global Campus-scheduled course originates chooses to teach the course, a department may recommend other qualified bargaining unit members. In cases in which an instructor is not a member of the department from which the course originates, the Teaching Preference Form must include the signature of the chairperson of the department from which the course originates. This signature is an indication that the instructor is qualified to teach the course. The chairperson of the instructor's department also must sign the form as an indication that the instructor may teach at the time and location of the scheduled class. A Central Michigan University instructor will not be contracted by Global Campus for any course outside her/his own departmental courses without the approval of the chairperson of the department which provides the course designator.
- d. Approval of Global Campus Instructors. Departments shall have the authority to approve or disapprove all credentials of all individuals who teach Global Campus-scheduled courses having the department course designator. The minimum credentials, which must be submitted for departmental review, consist of a current resume or curriculum vitae, academic transcripts, and evidence of teaching effectiveness, if this evidence is available.

- 1) Upon initial review of an instructor's credentials, a department can disapprove or approve for a one-time-only, one (1) year, or three (3) year basis.
- 2) For the instructor's second review, i) in the event the initial approval was for one-time only, a department can disapprove, approve for a one-time only basis, approve for a one-(1) year basis, or approve for a three-year basis; and ii) in the event the initial approval was for one (1) year or three (3) years, a department can disapprove or approve for a three (3) year basis.
- 3) For the instructor's third review and thereafter, the department can disapprove or approve for a three (3) year basis.
- 4) Departments have the responsibility to review all approvals of instructor credentials for Global Campus. Credentials of individuals may be re-evaluated at the request of either Global Campus or the appropriate department. Normally, though, Global Campus shall have the responsibility to notify departments that it is time for a review and shall forward any pertinent information on the instructor to the department at that time. Departments shall complete the review process within twenty (20) business days from receipt of the request for approval or re-evaluation.
- 5) If the credentials for initial approval have not been acted upon within twenty (20) business days, Global Campus may act as if the credentials have received a one-time only approval and shall inform the department accordingly. If the department has failed to act on the credentials at the completion of an initial appointment, then Global Campus may decide to act as if the credentials had been approved for a one (1) year approval if the instructor's prior approval was for one-time only or one (1) year, or a three (3) year approval if the prior approval was for three (3) years. Global Campus shall inform the department of its decision and shall make available to the department the instructor's teaching scores, class syllabi, and grade distributions. Departments may still act on the credentials at any time, but Global Campus will not be required to withdraw a contract once it has been offered.
- 6) If an instructor is disapproved or approved on a one-time-only basis, the department shall indicate in writing to Global Campus the specific and detailed reason(s) for such action. Department disapproval may only be made for reasons of a lack of, or deficiency in, appropriate academic credentials and/or teaching proficiency as identified in previously established criteria (e.g., areas of noncompliance with master course materials, poor evaluations by students, or inappropriate grade distributions). If a department does not approve or renew an instructor for a three year period, the department will respond to reasonable requests from Global Campus to discuss ways that Global Campus and/or the department can assist the instructor to meet the department's requirements.
- 7) Global Campus may appeal the department's decision to a Global Campus Review Committee, as defined in Paragraph 5 of this Article. The decision of the Global Campus Review Committee shall constitute a final determination of the issue.

- e. Scheduling and Staffing Courses. Global Campus has the responsibility for decisions regarding the scheduling and staffing of the courses for which it is accountable. In carrying out its responsibility, Global Campus will prefer bargaining unit members but reserves the right to assign non-bargaining unit members on the basis of:
    - 1) Programmatic need for unique subject matter competency, in selected cases only, or
    - 2) Sponsor-specific requirements, in which case a copy of such requirements shall be shared with the department. When more than one (1) bargaining unit member indicates preference for the same course, the originating department of the course shall have the responsibility of designating the instructor. The department will provide the rationale for its decision, in writing, to Global Campus and the unsuccessful applicant(s).
  - f. In those circumstances when more than one (1) bargaining unit member indicates a preference for the same course, and the originating department has designated the instructor, the unsuccessful applicant(s) may request a review of the decision by the department. The individual(s) requesting the review shall be given the opportunity to meet with the department for the purpose of addressing the alleged deficiencies of the selection process prior to the department vote. The department shall either reaffirm the decision of the department, or designate the petitioner as the instructor for the course.
4. Review of Approval to Teach. Although an initial determination and evaluation of academic qualifications of bargaining unit members is performed by the department, approval to teach a Global Campus-scheduled course will be reviewed upon presentation of evidence of teaching deficiencies in Global Campus-offered courses. This review shall be conducted by the Vice President/Executive Director of Global Campus with the sole purpose of determining whether the bargaining unit member shall be assigned to subsequent Global Campus-scheduled courses. The bargaining unit member shall be notified of a review and shall be given an opportunity to address the alleged deficiencies prior to a determination. A decision by the Vice President/Executive Director of Global Campus to not assign the bargaining unit member to a course(s) may be appealed by the member to a Global Campus Review Committee, as defined in Paragraph 5 of this Article.
5. a. Global Campus Review Committee. A Global Campus Review Committee shall be created to consider appeals regarding Paragraphs 3.d., 4, and 7 of this Article, and shall consist of three (3) members, selected from the following colleges: Business Administration; Communication and Fine Arts; Education and Human Services; Health Professions; Humanities and Social and Behavioral Sciences; and Science and Technology. The members shall be:
- 1) A dean from a college other than the applicable college;
  - 2) A chairperson selected randomly from among the chairpersons of the departments in the applicable college, excluding the chair of the specific department; and
  - 3) A bargaining unit member selected randomly from among the members of the departments in the applicable college, excluding the members of the specific department and the department of the chairperson member of the committee.

- b. This process of selection shall occur de novo for each appeal. A representative of Faculty Personnel Services (FPS) and a representative of the ASSOCIATION Grievance Committee shall meet to select the members of each Global Campus Review Committee so that membership of the Review Committee is completed within 15 business days of receipt by FPS of a request to create the committee. The Review Committee will render its decision within 45 business days of the date of the request.
  - 1) Prior to rendering its decision, the Review Committee shall review any materials presented to it by either Global Campus or an academic department, and shall extend an invitation to Global Campus and the academic department to have a representative from those units meet with the Review Committee to present its case and answer any questions the Review Committee may have.
  - 2) The Review Committee shall have the latitude to develop additional (or supplemental) procedures it deems useful in helping it render its decision.
  - 3) The Review Committee decision shall be by majority vote.
- 6. All proposals for new concentrations and degree programs must be developed with the involvement of campus faculty who teach in the subject matter areas. Such concentrations and programs must be approved according to the Academic Senate guidelines for curricular proposals.
- 7. For course offerings offered by academic departments through Global Campus within Michigan other than extended degree programs, Global Campus and the department will jointly determine what courses shall be taught, when these courses shall be taught, and the location of these courses. Any disagreement concerning the above determination may be taken to a Global Campus Review Committee, as defined in Paragraph 5 of this Article.
- 8. Global Campus will distribute the "Department Semester Course List" to departments twice a year.
- 9. CMU will ensure that department chairpersons and college deans are apprised in a timely manner of all Global Campus teaching and non-teaching commitments entered into by bargaining unit members.

## **Article 27**

### **TEACHING AT DISTANT LOCATIONS AND/OR NON-TRADITIONAL TIMES**

#### **Teaching at Locations Distant From the Main Campus**

- 1. Bargaining unit members will not be required, as part of their regular load, to teach courses that are scheduled outside of Isabella County, Michigan, except as follows:
  - a. Such teaching assignments are set forth in the bargaining unit member's letter of appointment, after consulting with the department and informing the applicant during the interview process that off-campus teaching may be expected, or

- b. The bargaining unit member volunteers for a specific assignment(s), or
  - c. The department (or successor department) in which the bargaining unit member is located has undertaken, in accordance with procedures established in Article 10 (Department Procedures, Criteria, Standards, and Bylaws) as part of its regular departmental responsibility, the staffing of a program at a particular location or responsibilities similarly undertaken with another University program such as with Global Campus. For example, the following departments (and their successors) shall be deemed to have undertaken the responsibility described in this Paragraph for the Midland Center: The School of Accounting, and Departments of Business Information Systems, Chemistry, Economics, Entrepreneurship, Finance and Law, Management, and Marketing and Hospitality Services Administration.
2. A department that has undertaken the staffing of a program outside of Isabella County shall, using its departmental decision-making process, develop procedures by which the department will staff the obligations which it has undertaken. A department can refuse to staff such a program only if such staffing would interfere with its ability to meet its on-campus commitments. If, for any other reason, a department does not meet its responsibility for staffing in a timely manner, the dean will make the staffing assignment using personnel with credentials approved by the department.
  3. A department that has undertaken the offering of a program outside of Isabella County in an attempt to attract new students to the university or to accommodate student needs shall not suffer a reduction in FTE or other resources as a result of enrollments in course offerings of the program failing to meet the department's minimum requirements or if offering these courses would substantially weaken enrollments in on-campus course offerings.
  4. Every five (5) years, the dean(s) responsible for a program outside of Isabella County, Michigan, will coordinate, for the departments staffing the program, a review of the departmental staffing commitments. Departmental staffing commitments of participating departments may be reviewed sooner at the request of an individual department, but no sooner than two (2) years after the original commitment.

#### **On-Campus Teaching at Non-Traditional Times**

5. Bargaining unit members will not be required, as part of their regular load, to teach courses that are scheduled outside of the department's traditional instructional times except as follows:
  - a. Such teaching assignments are set forth in the bargaining unit member's letter of appointment, or
  - b. The bargaining unit member volunteers for a specific assignment(s).
6. A department that has undertaken the staffing of courses at non-traditional times shall, using its departmental decision-making process, develop procedures by which the department will staff the obligations which it has undertaken.
7. A department that has undertaken the offering of courses at non-traditional times in an attempt to attract new students to the university or to accommodate student needs shall not suffer a reduction in FTE or other resources as a result of enrollments in these offerings failing to meet the

department's minimum requirements or if offering these courses would substantially weaken enrollments in on-campus course offerings during traditional instructional times.

8. Every five (5) years, the dean(s) responsible for courses offered at non-traditional times will coordinate, for the department staffing these courses, a review of the departmental staffing commitments. Departmental staffing commitments of participating departments may be reviewed sooner at the request of an individual department, but no sooner than two (2) years after the original commitment.

## **Article 28 LEAVES**

### **Sick Leave**

1. a. Sick Leave Accrual. Ten (10) month bargaining unit members shall accrue sick leave, at the rate of two-thirds ( $2/3$ ) day per semi-monthly pay period, from August 16 through May 15 of each year. Twelve (12) month bargaining unit members shall accrue sick leave, at the rate of one-half ( $1/2$ ) day per semi-monthly pay period, between January 1 and December 31 of each year. Bargaining unit members on reduced assignment will accrue sick leave prorated on the basis of the proportion their appointment is to a regular full-time appointment. Paid sick leave accrual shall accumulate from year to year up to a maximum accrual of one hundred thirty (130) days for all bargaining unit members.
  - b. If a bargaining unit member exhausts her/his accrued sick leave, he/she shall be removed from the payroll, except as described in Paragraph 2 of this Article, and shall cease accruing additional sick leave until he/she reports back to duty.
2. a. Sick Leave Bank. A sick leave bank with six hundred (600) days is established January 1 each calendar year for use by bargaining unit members. The sick leave bank does not accumulate from year to year, but begins each calendar year with six hundred (600) days.
  - b. If any bargaining unit member should exhaust her/his accrued sick leave, he/she may draw from the sick leave bank for absence due to the member's illness or disability to bridge to LTD qualifications, pursuant to guidelines developed by the ASSOCIATION. If the sick leave bank is reduced to fifty (50) days, each bargaining unit member may contribute one or more days of sick leave to the sick leave bank.
  - c. A bargaining unit member may use no more than a total of one hundred thirty (130) days of sick leave in any calendar year and/or for the same continuing illness.
  - d. A bargaining unit member in the first year of her/his initial appointment only, who has exhausted her/his accrued sick leave, may use up to a total of five (5) days from the sick leave bank for absences related to the care of an immediate family member provided those absences are due to the family member's physical or mental condition caused by illness or injury. Immediate family member will be defined the same as under CMU's Family Medical Leave policy, e.g., spouse, children, parents and Other Eligible Individuals.

3. Beginning Sick Leave Balances When Returning From Disability. If a bargaining unit member returns to the University after having been on long term disability, her/his sick leave balance will begin at zero.
4. Ending Year on Sick Leave. If a ten (10) month bargaining unit member finishes the Spring Semester or a twelve (12) month bargaining unit member finishes the fiscal year on sick leave without having exhausted her/his accrued sick leave, the bargaining unit member shall remain on the University payroll at the start of the Fall Semester or fiscal year as appropriate until he/she has exhausted her/his accrued sick leave or is able to report for duty, whichever occurs first.
5. a. Charging of Sick Leave. All absences of a bargaining unit member due to her/his physical or mental condition caused by illness or injury shall be charged against the bargaining unit member's sick leave accrual whether or not her/his department absorbs the work or the university provides a substitute. A bargaining unit member will be considered absent if he/she fails to appear for regularly assigned duties for one-half ( $\frac{1}{2}$ ) day or more because of illness or injury. Sick leave will be charged for the time absent from work. Sick leave will be charged continuously from the first day of illness until the bargaining unit member again assumes regularly assigned duties. For ten (10) month bargaining unit members, sick leave will be charged for illness occurring or existing during the period beginning with the first day of the first pay period for the Fall Semester through the last day of the last pay period for the Spring Semester. Sick leave may be taken in units of no less than one-half ( $\frac{1}{2}$ ) day. Sick leave will be charged at the rate of eight (8) hours for a full day's absence and forty (40) hours for a full week's absence, excluding any holidays when the University is closed for all employees.
  - b. The bargaining unit member will be allowed to charge sick leave from his/her own sick leave accrual for an approved leave of absence.
  - c. A bargaining unit member's accrued sick leave may be used each calendar year for the care of a sick or injured immediate family member or other eligible individual. Immediate family members will be defined the same as under CMU's Family Medical Leave policy, e.g., spouse, children, parents and Other Eligible Individuals.
6. No Sick Leave for Supplemental Assignments. Sick leave cannot be charged to cover absences from supplemental activities. For purposes of this Article, supplemental activities are those done for CMU in addition to the bargaining unit member's regularly assigned duties. These may include, but are not limited to, summer school assignments, Global Campus activities, and summer research activities.
7. a. Coordination of Sick Leave and Disability Benefits. Bargaining unit members who receive a payment for a compensable illness or injury (under the workers' compensation law), from social security, or receive any disability income or continuation of income under a plan or program at the University will be paid supplemental sick leave by the University in accordance with requirements of the applicable law, insurance plan or program or University policy.
  - b. Bargaining unit members must report all work-related injuries (no matter how minor) to the Workers' Compensation Office/CHIP as soon as possible. Information and procedures regarding Workers' Compensation are available at

[https://www.cmich.edu/fas/hr/HRCentralHealthImprovement/Pages/Workers\\_Compensation.aspx](https://www.cmich.edu/fas/hr/HRCentralHealthImprovement/Pages/Workers_Compensation.aspx).

8. a. **Physician's Statement and Return to Work.** Each bargaining unit member desiring consideration for sick leave benefits may be required to file a medical certification form with CMU containing a statement signed by a physician or other certified health care provider,
    - 1) explaining the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts within the knowledge of the physician or health care provider regarding the condition, and
    - 2) stating that the bargaining unit member is unable to perform the duties of the position of the bargaining unit member.
  - b. Prior to returning to work from a sick leave of more than five (5) consecutive working days, a bargaining unit member may be required to submit to CMU a statement signed by a physician or other certified health care provider certifying that the bargaining unit member is able to resume regularly assigned duties and indicating any limitations that may interfere with the bargaining unit member's performing regularly assigned duties. If medically determined that the member's condition would interfere with performance of her/his duties, or that the duties might result in aggravating the member's condition, reasonable restrictions may be placed on resumption of duties.
  - c. The bargaining unit member will be required to furnish medical certification within fifteen (15) calendar days of a request for such certification. If certification is not received within 15 calendar days and the employee is not making a good faith effort to obtain requested certification, all absences may be considered as lost time; and the bargaining unit member's pay may be reduced accordingly. In addition, the leave time will not be subject to the protections of the FMLA.
9. CMU shall maintain a medical leave record on all bargaining unit members.
  10. Bargaining unit members must notify the account director responsible for submitting the payroll at the earliest opportunity when they will be off work because of illness.
  11. **Working Day.** A day of the week on which the bargaining unit member is scheduled to perform regularly assigned duties. A work week shall be interpreted to mean any five (5) working days of a week (Sunday through Saturday) determined by the individual bargaining unit member's work schedule.

#### **Family and Medical Leave Act ("FMLA")**

12. a. The provisions of Paragraphs 12-21 of this Article are intended to comply with the Family Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. If any FMLA requirement conflicts with the Agreement, the FMLA shall be followed and the contract Agreement provisions shall not be effective. The FMLA provisions do not impair any rights

granted under other provisions of this Agreement. At the same time as bargaining unit members are afforded rights under the Act, they also shall comply with their responsibilities under the Act. An FMLA leave shall run concurrently with any other leaves granted for the purposes covered by the FMLA. The CMU policy statement on FMLA leave may be found at [https://www.cmich.edu/office\\_president/general\\_counsel/Pages/policies.aspx](https://www.cmich.edu/office_president/general_counsel/Pages/policies.aspx).

- b. A bargaining unit member is eligible for a FMLA leave if he/she has been employed by CMU for at least twelve (12) months and has completed at least one thousand two hundred-fifty (1250) hours of service during the twelve (12) month period immediately preceding the date on which the leave commences.
13. An eligible bargaining unit member will be granted up to twelve (12) weeks (or twenty-six (26) weeks under subparagraph (e) below) of unpaid FMLA leave during any calendar year (January 1 – December 31) for one or more of the following events:
- a. For the birth of a son or daughter of the member and to care for such child;
  - b. For the placement of a child with the member for adoption or foster care;
  - c. To care for a spouse, child, Other Eligible Individual, or parent of the member if the former has a serious health condition; or
  - d. Because of a serious health condition of the member, which renders her/him unable to perform the functions of her/his position. A family medical leave of absence will be paid when the bargaining unit member is eligible to charge sick leave and allowance, if any, from the Sick Leave Bank as part of the twelve (12) weeks of FMLA leave. If the bargaining unit member exhausts her/his accrued paid sick leave and allowance from the Sick Leave Bank, any portion of the remaining leave shall be unpaid. Notwithstanding the previous sentence, a bargaining unit member with a ten (10) month appointment and a summer assignment may be granted an unpaid leave if he/she is unable to perform assigned duties during the summer assignment. Sick leave may be charged only during the academic year for a bargaining unit member appointed on a ten (10) month appointment. In addition, sick leave pay is available for a bargaining unit member's primary appointment only. Sick leave pay is not available for supplemental assignments.
  - e. For a qualifying exigency of the member's covered military family member to covered active duty or a call to duty to a foreign country. The covered military member must be the member's spouse, child, Other Eligible Individual or parent.
14. During this leave, the University shall continue to contribute its share of the faculty member's premiums for health and dental insurance, as required by the FMLA. During such leave, the faculty member shall be required to furnish a medical certification form from a health care provider when requested periodically by the University as allowed by the FMLA. Should the faculty member not return to work upon expiration of the FMLA leave, the University may recover premiums it paid to maintain coverage during the FMLA leave under limited circumstances allowed by the FMLA.

15. Leaves may be taken intermittently as allowed by the FMLA, and the faculty member may be reassigned in such cases, as allowed by the FMLA. When leave is taken on an intermittent basis under the FMLA, the faculty member must notify her/his department chair/director or supervisor to report an unforeseeable absence.
16. Upon the expiration of leave due to the bargaining unit member's medical condition, the faculty member shall furnish the University with a statement, signed by a health care provider, which establishes the fitness of the faculty member to return to the faculty member's job. Return near the end of a term may be restricted for teaching faculty members, as allowed by the FMLA. Should the University have reason to doubt the fitness of the faculty member to return to her/his job, the University may, at its own expense, require the faculty member to pass a physical examination to the satisfaction of a physician appointed by the University prior to the faculty member's return to work.
17. Upon returning from leave, the faculty member is entitled to be reinstated to her/his former position or an equivalent position with the equivalent employment benefits, salary and other terms and conditions of employment, to the extent required by the FMLA and this Agreement.
18. Use of Paid Time Prior to Any Unpaid Leave. If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, serious health condition, or to care for a spouse, child or parent who has a serious health condition, the bargaining unit member is first required to exhaust his/her sick leave accrual, any available vacation leave accrual and necessity leave prior to going on an unpaid leave time. Upon exhaustion of the paid leave, any portion of the remaining leave time shall be unpaid.
19. FMLA Entitlement When Both Spouses Are CMU Employees. Spouses who both work for the University are each entitled to exercise their rights under the FMLA. CMU will administer the provisions of the Act so that, if otherwise eligible under the Act, each spouse will be able to take up to a 12-week unpaid leave of absence.
20. Notification of Need for FMLA Leave.
  - a. Birth/Care or Adoption. An eligible bargaining unit member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, the department chairperson and dean, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the bargaining unit member must provide as much written notice as is practicable under the circumstances.
  - b. Planned Medical Treatment for Spouse, Other Eligible Individual (OEI), Child, or Parent. An eligible bargaining unit member who foresees the need for a leave of absence due to planned medical treatment for her/his spouse, other eligible individual, child, or parent, should notify, in writing, the department chairperson and dean, as early as possible. The bargaining unit member must also give at least thirty (30) calendar days written notice, or if impossible, as much written notice as circumstances permit.

- c. Care of Spouse, Other Eligible Individual, Child, or Parent. If the requested leave is to care for a spouse, OEI, child, or parent who has a serious health condition, the bargaining unit member will be required to file with CMU in a timely manner a health care provider's statement that the member is needed for their care and an estimate of the amount of time that the bargaining unit member is needed for such care.
21. Notice of Intent to Return to Work. A bargaining unit member on an approved leave should keep the department chairperson informed regarding her/his status and intent to return to work prior to the conclusion of the leave.
22. Modified Duties Upon Return From Childbearing and Childcare FMLA Leaves
- a. Upon the request of the bargaining unit member, and with the prior approval of the applicable dean, a bargaining unit member who has primary responsibility for the care of an infant or child for the period immediately following an FMLA leave relating to the birth of a child or adoption of a child, may be granted a semester of modified duties in order for the parent to care for the infant or child and return to work.
  - b. The duration of the modified duties assignment may not exceed one (1) semester and should normally coincide with the beginning and ending dates of the semester. No more than one modified duties assignment may be granted per child. Requests for modified duties assignment should be submitted to the member's department chair and dean preferably at least two (2) months prior to the desired start of the requested modified semester, and must include a certified statement that he/she is assuming the primary responsibility for the child's care during the period of the modified semester.
  - c. The department chair must make a recommendation regarding the request to the dean within five (5) business days of his/her receipt. The dean may then meet with the department chair and/or the bargaining unit member within ten (10) business days of receipt of the department chair's recommendation and, unless additional time is agreed to by the bargaining unit member, issue a decision on the request within fifteen (15) business days of his/her receipt of the department chair's recommendation. It is the responsibility of the bargaining unit member to work with the chair and the dean to develop a modified duties plan acceptable to the dean.
  - d. A modified duties assignment may take two (2) forms. For modified duties assignment in which the equivalent of a full workload is to be performed vis-à-vis alternative duties or schedules, no adjustment in compensation or future assignments may be required. For a modified duties assignment in which a reduced workload is arranged, a proportionate adjustment in compensation will be made.

### **Medical Condition Following Leave**

23. Medical Certification Prior to Return to Work. A bargaining unit member returning from a medical leave of absence in excess of five (5) consecutive working days, may be required to furnish a physician's statement as to her/his condition, if CMU has reasonable grounds to believe the bargaining unit member may have ongoing medical issues. If medically determined that the

member's condition would interfere with performance of her/his regularly assigned duties, or that the duties might result in aggravating the member's condition, reasonable restrictions may be placed on resumption of duties.

### **Funeral Leave**

24. A bargaining unit member will be given an approved absence, normally not to exceed three (3) business days per occasion, if any of the following relatives die:
  - a. Spouse, children, Other Eligible Individual;
  - b. Brothers, sisters, brothers-in-law, sisters-in-law;
  - c. Parents, grandparents, parents-in-law; or
  - d. Relatives living in the same household.
25. The exact length of the leave shall depend upon the circumstances. The dean, upon the recommendation of the department chairperson, may approve exceptions to the three (3) business day limit.

### **Necessity Leave**

26. A bargaining unit member will be given an approved absence not to exceed two (2) business days in any calendar year to meet those personal needs which cannot be met outside of her/his regular work schedule. Some examples of such absences are: attendance at a funeral, except one covered under Funeral Leave; attending to personal business; illness of a relative living in the same household. Whenever possible, the bargaining unit member shall give advance notice of this leave to the department chairperson or designated supervisor of a unit not organized as a department. The bargaining unit member shall make arrangements for the handling of her/his duties. The dean, upon the recommendation of the department chairperson, may approve additional necessity leave.

### **Other Leaves of Absence Without Salary**

27. Granting of Unpaid Leaves of Absence. Other leaves of absence without salary may be granted only for special reasons to those bargaining unit members who have been employed on a regular basis. Leaves may be granted for reasons such as advanced study, child care, and visiting professorships. Each request is made to the chairperson of the department, coordinator of the area, or person designated for the area who serves the function of the department chairperson for purposes of this provision, who will refer the matter to the appropriate dean. The dean will then forward her/his recommendation with departmental recommendations to the Provost for a final decision. Bargaining unit members shall be notified in writing of the Provost's decision.
28. Benefit Continuation During Unpaid Leave. A bargaining unit member on a leave of absence without salary is allowed to continue (at the member's own expense, provided such continuation

does not duplicate the benefit offered by any other employer of such member, until the bargaining unit member completes twenty-four (24) months of such leave) the following benefits described in this Agreement provided they are in effect for the bargaining unit member when the member commences such leave, and provided the benefit program allows continuation of the benefit while a bargaining unit member is on leave: life insurance, dental insurance, health insurance, and disability income insurance. However, if the unpaid leave is a FMLA leave described in Paragraphs 12-21 of this Article, the health coverages are maintained at the level and under the conditions coverages would have been provided if the bargaining unit member had continued in employment continuously for the duration of the leave. The bargaining unit member shall make arrangements with the Benefits Office, Rowe Hall, before commencement of the leave for any benefits which the bargaining unit member wishes continued.

29. All absences from work other than approved sick leave, other approved absences with pay, scheduled vacation days, and compensatory leave time will be without pay.

### **Military Leave**

30. Provisions for military leave shall be guided by and in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which can be found in Title 38 of the United States Code, Chapter 43, Section 4301-4333. Except as modified by the Act, bargaining unit members must provide advanced verbal or written notice of military service to their department chair and dean, if their leave will coincide with any portion of their CMU contract period. CMU expects such notice immediately upon receipt by the bargaining unit member of orders to report for service or, in the case of a volunteer for service, upon such decision.
31. Short Term Service. Any bargaining unit member shall, upon her/his request, be granted a military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of the United States uniformed services, not to exceed fifteen (15) consecutive calendar days in any calendar year, under the following conditions:
- a. Arrangements for such leaves are to be made with the bargaining unit member's department chairperson, or designated supervisor of a unit not organized as a department, well in advance of the actual short term service; and
  - b. The bargaining unit member is to go on leave, whenever possible, at the convenience of CMU; and
  - c. CMU will pay the difference between a bargaining unit member's military pay and the member's regular pay for up to fifteen (15) consecutive calendar days when the member is on leave for a short tour of duty for service in the National Guard, Officers Reserve Corps, or similar uniformed service organization.
32. Extended Service. Bargaining unit members who enter active military service in the uniformed services of the United States or the Michigan National Guard under the provisions of Selective Service, by call to active duty, or by voluntary entrance in lieu thereof, shall be entitled to a military leave of absence without pay for the period of time required to fill an active uniformed service

obligation. This leave shall automatically terminate if the bargaining unit member remains in uniformed service beyond the member's initial obligation or fails to report for work within ninety (90)\* days after release from the uniformed service and having made application for reemployment. A bargaining unit member who timely reports for work will be assigned a position, dependent upon the positions available, in the department to which the bargaining unit member was assigned prior to military leave. If it is not possible to assign a position to the bargaining unit member immediately upon return from military leave, the member may be placed in an alternate assignment or granted an extended leave until the commencement of the following semester during which time the Office of the Provost will make a concerted effort to find a position for that person.

### **Leave for Court-Required Service**

33. Leave for court-required service is granted to members of the bargaining unit who serve jury duty or who are subpoenaed as witnesses and are not parties to an action. Paid leave for court-required service is not available for supplemental activities including, but not limited to, summer school assignments, Global Campus activities, and summer research activities done for CMU in addition to the bargaining unit member's regularly assigned duties. A bargaining unit member is expected to report for regular University duty when her/his attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness.

### **Sabbatical Leave**

34. A sabbatical leave may be granted to a tenured bargaining unit member so long as the purposes of the leave are to further the interests of Central Michigan University as well as the bargaining unit member. The primary purposes for which a sabbatical leave is granted are to provide a tenured bargaining unit member with opportunities to:
- a. Improve and strengthen her/his teaching;
  - b. Engage in research and/or professional writing for intended publication in the applicant's area of expertise;
  - c. Perform scholarly or professional services at the local, state, national, or international level;
  - d. Engage in other creative or scholarly activities; or
  - e. Engage in intellectual and professional development activities that will be of benefit to the individual and to the University.
35. All tenured bargaining unit members are eligible to apply for this type of leave to take effect at the end of the sixth continuous year, or twelfth semester, of regular full-time duties. Untenured bargaining unit members are eligible to apply in the eleventh semester of regular full-time duties or

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\* The number of days one has to report for work may be less than 90 days where uniformed service has been less than 180 days. The bargaining unit member will be expected to provide documentation of the leave and the application for reemployment.

later, provided that they expect to be tenured by the beginning of the proposed sabbatical. The leave, if approved, shall be contingent on the granting of tenure effective prior to the start of the leave. In computing the six (6) year requirement, continuous part-time service shall be accumulated and converted to full-time service (e.g., two (2) semesters of one-half (½) time duties equal one (1) semester of full-time duties). Credit also may be granted for professionally relevant leaves taken since the bargaining unit member's last sabbatical leave. Credit for sabbatical leave eligibility shall not be cumulative beyond six (6) years unless a fully approved leave is denied solely for the convenience of the department, college, or University.

36. Evaluation and Review.

- a. Individuals and committees who evaluate leave requests shall give consideration to:
  - 1) The quality of the proposal, its probable value to the professional development of the individual, and the contribution to the University and students;
  - 2) Potential value of the completed project to the University, the applicant's college, professional area, and students;
  - 3) Evidence which exhibits sound preliminary planning of the project and ability to complete the project;
  - 4) Past record of service to the University, research, teaching, and other scholarly and creative activity;
  - 5) The final report and any subsequent outcomes of the most recent sabbatical leave;
  - 6) Years of service applicable toward the leave; and
  - 7) Impact on departmental programs.
- b. Application for Sabbatical Leave. An application for sabbatical leave is made in the fall semester only. Individuals requesting a sabbatical leave shall secure a copy of the "Sabbatical Leave Administrative Rules and Procedures" and shall complete the "Application for Sabbatical Leave/Leave of Absence". This application form shall be accompanied by a proposal using the structure outlined under the section "Proposal Format," as found in the "Sabbatical Leave Administrative Rules and Procedures." Both the Rules and Procedures and the Application Form can be found on the Faculty Personnel Services (FPS) website at <http://www.fps.cmich.edu>.
- c. Department Review. The department shall act as the initial and primary reviewing body for proposed sabbatical leave projects. The department shall assist the applicant in perfecting the application where necessary and feasible. Applications recommended by the department shall be forwarded to the college committee.
- d. College Review. The college committee consists of representatives determined by each college. The college committee is charged with the responsibility of:

- 1) Assisting the dean in reviewing the departmental recommendation for compliance with the sabbatical leave provisions of the current Agreement, departmental policies and procedures, and the “Sabbatical Leave Administrative Rules and Procedures” consistent with the current Agreement;
- 2) Recommending proposals to the dean; and
- 3) Serving as an appeal body when requested by the applicant whose proposal has been denied at the department level.

The dean and the college committee shall give due weight to the department’s recommendation concerning the merits of the proposal. The dean shall communicate her/his recommendations to the Provost.

- e. Provost Review. The Provost shall review those applications recommended by the deans, as well as those not recommended but appealed by the bargaining unit member, and will recommend applications to be submitted to the Board of Trustees for approval.
- f. At any level of review at which a proposed project is denied, the bargaining unit member will be given a written explanation indicating the reason(s) for denial. At the department and college levels, this may also include suggestions for revisions. Where revisions are suggested, the bargaining unit member shall be given up to two (2) weeks to resubmit the proposal to the department or college, as appropriate.
- g. Bargaining unit members will be notified of the final action by the Board of Trustees.

37. Salary and Benefits During Sabbatical Leave.

- a. A sabbatical leave may be granted for one-half ( $\frac{1}{2}$ ) the annual contractual period at full salary or for one (1) annual contractual period at one-half ( $\frac{1}{2}$ ) salary. The sabbatical leave comprises the bargaining unit member’s total CMU work responsibility, whether for one-half ( $\frac{1}{2}$ ) or a full contractual period, unless additional CMU activities are included and approved as part of the sabbatical leave application process.
- b. While on sabbatical leave, an individual is an employee of the University and continues to receive benefits. If the leave is at full salary for one-half ( $\frac{1}{2}$ ) the annual contractual period, those benefits available to all full-time faculty will continue unaffected. However, if the leave is for the annual contractual period at half salary, retirement contributions, life insurance, and disability insurance coverage will be based on the actual salary paid.

38. Other Compensation During Sabbatical Leave. As a general rule, a bargaining unit member on a sabbatical leave may engage in other activities for financial compensation or gain only when these activities are included and approved as part of the sabbatical leave application process. It is the responsibility of the applicant to inform the University of all other salary, grants, fellowships, or financial support he/she expects to or does receive during the period of the sabbatical leave.

39. Sabbatical Leave Postponement.

- a. An approved sabbatical may be postponed at the request of the bargaining unit member, the department, or the college. Such postponement must be recommended by the department, the dean, and the Provost and submitted to the Board of Trustees for approval.
- b. Postponement of an approved sabbatical may be requested by the bargaining unit member for a period not to exceed two (2) semesters beyond the period initially approved as the leave period; e.g., a sabbatical approved for Fall Semester may be postponed until the following Fall Semester. An approved sabbatical which is postponed at the request of the bargaining unit member and is not taken within two (2) semesters beyond the period initially approved is canceled. This limitation does not apply when postponement requests originate from the department or the college.
- c. A sabbatical leave application shall not be denied solely for the convenience of the department or college. Any time delay incurred because an approved sabbatical is postponed solely for the convenience of the department or college shall accrue in terms of eligibility toward a subsequent sabbatical leave. Every effort should be made to accommodate the approved sabbatical leave in the subsequent academic year.

40. Eligibility for Subsequent Sabbatical Leave. A bargaining unit member begins to accrue time toward eligibility for the next sabbatical leave in the regular semester in which the final report of the previous sabbatical is submitted to the dean's office, provided normal academic duties are resumed. Otherwise, the eligibility begins to accrue in the semester in which normal academic duties are resumed provided the final report has been submitted. The leave time is not considered to be part of the accrued time toward a subsequent leave.

41. Returning After Sabbatical Leave. A bargaining unit member granted a sabbatical leave agrees in writing to return to CMU for at least one (1) year (12 months) following the period of the leave or to refund the full value of all compensation and benefits (including but not limited to medical benefit contributions and tuition waiver or assistance) paid or otherwise provided by CMU during the leave unless this obligation is specifically waived by the Provost. This obligation is waived in case of death, accident, or illness causing the bargaining unit member to be unable to return.

42. Final Report. Recipients of a sabbatical leave agree to submit a full written report by the end of the academic semester in which normal academic duties are resumed. Two copies of this report shall be made with one being forwarded to the department chairperson and the other forwarded to the office of the dean for review and acceptance. Upon review and acceptance, the dean shall forward a copy of the report to Faculty Personnel Services and shall notify the bargaining unit member in writing of the acceptance of her/his report.

The final report must contain:

- a. A brief summary of the proposal;

- b. A review of the tasks accomplished;
- c. Copies of articles, monographs, creative works, or manuscripts prepared for publication, if applicable; and
- d. A description of the explicit outcomes as they affect the individual and the University.

**Article 29  
SALARY**

1. Each bargaining unit member employed by CMU as a bargaining unit member on April 1 of the preceding academic year, shall receive a minimum base salary increase effective the first pay period of the academic/fiscal year, as follows:
 

2014-2015:	2.00%
2015-2016:	2.00% plus \$350
2016-2017:	2.00% plus \$500
2017-2018:	2.50% plus \$350
2018-2019:	2.75%
2. References to salary refer to the rates for ten (10) month service only. Salary adjustments for those on twelve (12) month contracts will be effective July 1 of each fiscal year and for those on ten (10) month contracts, August 16 of each academic year. Ten (10) month salaries are adjusted to twelve (12) month salaries by multiplying the ten (10) month salary by eleven-ninths (11/9ths).
3. A part-time bargaining unit member shall receive a salary based on the proportion of her/his part-time appointment to full-time employment.
4. Bargaining unit members who normally teach classes and who are required as part of their duties to be at the university working with students while other bargaining unit members are not required to be at the university working with students shall receive additional compensation.
5. CMU will report to the ASSOCIATION salary adjustments made to bargaining unit members during the term of this Agreement. Reasonable requests for existing records pertaining to the bargaining unit will be honored.
6. References to salary refer to the rates for ten (10) month service only. A bargaining unit member's ten (10) month base salary shall be no less than the following minimum levels after all salary adjustments have been made for the appropriate year. Ten (10) month salaries are adjusted to twelve (12) month salaries by multiplying the ten (10) month salary by eleven-ninths (11/9ths):

<u>Rank of Bargaining Unit Member</u>	<u>2014-2019</u>
Professor	\$66,000
Associate Professor	\$52,200
Assistant Professor	\$44,500
Instructor	\$30,000

7. Pay Plans. A bargaining unit member's ten (10) month base salary shall be paid according to one of the following pay plans, selected by the bargaining unit member prior to the beginning of the first pay period of an academic year:
- 18 semi-monthly payments on the fifteenth (15th) and last day of each month beginning August 31 and ending May 15 of the subsequent year.
  - 24 semi-monthly payments on the fifteenth (15th) and last day of each month beginning August 31 and ending August 15 of the subsequent year.

If the fifteenth (15th) or the last day of a month falls on a weekend or a holiday, payments will be made on the Friday before.

### **Article 30 SALARY FOR SUPPLEMENTAL ACTIVITY**

#### **Summer Session**

1. A bargaining unit member who is assigned to on-campus teaching responsibilities during the summer session shall be paid .0278 times the bargaining unit member's ten (10) month base salary for each credit hour taught up to a maximum of \$3,000 per credit hour.
2. Paid summer session assignments for on-campus and off-campus activities are limited to no more than the equivalent of twelve (12) credit hours for the entire summer session.

#### **Overload**

3. Overload teaching assignments are voluntarily accepted assignments by a bargaining unit member to an on-campus teaching activity in addition to her/his regularly assigned duties. Payment for such assignments shall be at a rate of \$1,470 for each credit hour taught. Should the overload assignment occur for a portion of a semester, the salary will be prorated based on the number of weeks the overload assignment is performed divided by sixteen (16) weeks. The request to a bargaining unit member to accept an overload teaching assignment will be made, in accordance with the department's procedures and bylaws, by the department chairperson of the bargaining unit member's department.
4. Non-teaching overload assignments are voluntarily accepted assignments by a bargaining unit member to perform responsibilities in addition to her/his regularly assigned duties. Extra payment for non-teaching overload assignments may be initiated by the supervisor of the activity. The amount of such payment will be determined by the department chairperson, dean of the bargaining unit member's college, and the supervisor of the activity, if that person is not the department chairperson or dean.

5. Overload assignments, whether teaching or non-teaching, may not conflict with the performance of a bargaining unit member's regularly assigned duties.

### **Online and Off-Campus Teaching**

6. When bargaining unit members teach a course(s) delivered through Global Campus in any instructional mode as a supplement to their normal teaching duties (i.e., not in-load), they will be compensated at a rate of \$1,470 for each credit hour taught.
7. Independent Course in the Field (ICF). Bargaining unit members who teach a course as an ICF will be paid at a rate of \$90 per credit hour.
8. Tutorial. Bargaining unit members who provide group tutorials will be paid at a rate of \$90 per credit hour for each student registered in the course. Bargaining unit members who provide individual tutorials will be paid at a rate of \$350 per tutorial.
9. Learning package. Bargaining unit members who teach a Learning Package will be paid at a rate of \$45 per credit hour for each student registered.
10. Development.
  - a. Bargaining unit members who make revisions (30% or more) to an existing online course shell, or realign (30% or more) an existing course shell's content to meet the programmatic needs of another degree or non-degree program, or convert a learning package to an online course, or adapt an external web-based package (or portions thereof) shall be paid at a rate of \$700 per credit hour dependent on the extent of the revision to the content of the online shell. Bargaining unit members, in consultation with the Center for Instructional Design, will determine if the revision is equivalent to one, two or three credits of the online course shell content. Some conversions may be treated in a similar fashion to developing a new online course (see subparagraph b. below).
  - b. Bargaining unit members who develop a new online course or convert a face-to-face course to an online course shall be paid at a rate of \$2,400 per credit hour. The maximum contract timeframe for completion of the development of an online course will be six months. Faculty who are contracted to develop an online course but do not complete at least 75% of the course development in its entirety within the timeframe specified within the online course development contract will have their contract voided. If greater than 75% of the course is developed per the CID development matrix, the contract will be extended for one month to allow full completion. No payment will be made for online courses not completed within the contracted timeframe regardless of amount of course development completed. If an online course development contract is voided, Global Campus will not use any intellectual property developed by the original contracted faculty member and the department will identify another on or off-campus faculty member to develop the course.

- c. When a department agrees to develop an online course, it shall, in consultation with the dean and the individual(s) whom it has approved to develop the course, determine whether this activity shall be part of the normal workload of the bargaining unit member(s) or a supplemental assignment.

**Article 31**  
**SALARY ADJUSTMENTS FOR PROMOTION**

- 1. A bargaining unit member who is promoted shall receive for the promotion an increase in the member's ten (10) month base salary provided such payment yields a salary for the promoted bargaining unit member at least equal to the minimum pay for the rank to which he/she was promoted. If the increase does not yield such a salary, then the bargaining unit member shall receive a salary at least equal to the minimum pay for the rank to which the bargaining unit member was promoted. The increases will be in the following amounts:

<u>For Promotion To:</u>	<u>2014-2019</u>
Professor	\$7,250
Associate Professor	\$6,250
Assistant Professor	\$2,500

**Salary Adjustment for Professor**

- 2. Bargaining unit members who have held the rank of Professor at Central Michigan University for four (4) or more years may apply for an increment in base salary equal to the increment for promotion from Associate Professor to Professor specified in Paragraph 1 of this Article. A full Professor may receive the salary adjustment no more frequently than once every four (4) years.

**Article 32**  
**VACATIONS**

- 1. Full-time bargaining unit members on twelve (12) month appointments accrue vacation allowance at the rate of one-and-two thirds (1-2/3) days per month for a maximum of twenty (20) days per year. Twelve (12) month bargaining unit members who are part-time shall accrue vacation allowance prorated on the basis of the ratio of their appointment to a full-time appointment.
- 2. Vacation accrual shall be charged for all times when a bargaining unit member is scheduled to be performing regularly assigned duties but is away from those duties for personal reasons other than those reasons which entitle a member to other types of leave covered under the other leave provisions outlined in this Agreement.
- 3. Vacation shall be taken in units of one-half (1/2) day. Bargaining unit members shall arrange with their supervisor the scheduling of vacations. There shall be no mandatory fiscal or calendar year cutoff date for vacation usage. Maximum vacation accrual is thirty-seven and one-half (37.5) days.

4. Twelve (12) month bargaining unit members who terminate employment at Central Michigan University or transfer to a ten (10) month assignment at the University shall receive payment for accrued and unused vacation time accumulated as of their date of separation or reclassification, up to a maximum of twenty (20) days.

**Article 33**  
**TRAVEL ACCIDENT INSURANCE**

1. CMU shall provide insurance for bargaining unit members traveling on official university business with coverage at a minimum of \$500,000 for accidental death or dismemberment. The dismemberment benefit may be less than \$500,000 according to the provisions of the policy.
2. Additional information regarding details of the Travel Accident Insurance Plan is available in the Risk Management Office.

**Article 34**  
**FLEXIBLE BENEFIT PROGRAM**

1. All bargaining unit members covered by this Agreement are eligible to participate in CMU's flexible benefit program, CMU Choices. The following benefits under CMU Choices are available to a bargaining unit member's spouse, other eligible individuals and dependents: medical and prescription drug, dental and vision coverage.
2. The medical and prescription drug coverage will be up to three (3) plans designated by the ASSOCIATION and approved by CMU. Any proposed changes to the plans currently in place or any future plans must be submitted to CMU for review as follows:
  - a. For the desired change to be effective in any plan year commencing on or after July 1, 2015, the ASSOCIATION must provide CMU with its desired designations by the November 1 immediately preceding the open enrollment period applicable to the plan year of the desired change, or by March 31 if the changes are to other MESSA plans or only riders to existing plans are being changed.
  - b. CMU's approval will not be unreasonably withheld provided the change: is administratively feasible; will comply with all applicable rules and regulations; and will not cost CMU additional surcharges, penalties, fees or premiums obligations.
3. With CMU Choices, each bargaining unit member will have the opportunity to select from the following coverage programs. Monies contributed below may be used for other benefits under the Flexible Benefit Program (CMU Choices) with the exception of the flexible spending accounts (Health Care and Dependent Care) in Paragraph 3(f) and Dependent Life Insurance in Paragraph 3(g) of this Article, as well as with respect to any health savings accounts which may be applicable if allowed by a particular plan design. Except for those benefits where the bargaining unit member has elected "No coverage," in no event will excess monies be provided to the individual bargaining unit member in cash.

- a. Medical and Prescription Drug Insurance. CMU Choices provides coverage programs as described in Paragraphs 1 and 2. Whichever program is used, CMU's monthly contributions will be according to the following model.

**CMU Monthly Contributions for Medical**

	7/1/2014 – 6/30/2019
1 Person	\$506.00
2 Person <sup>1</sup>	\$1,111.00
Family	\$1,346.50
No coverage <sup>2</sup>	\$80.00

- b. Dental Insurance. CMU Choices provides bargaining unit members a choice between two coverage programs: D100/50/50 or 100/75/50/50. Whichever program is chosen, CMU's monthly contributions will be:

**CMU Monthly Contributions for Dental**

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
1 Person	\$23.39	\$23.13	\$22.87	\$22.61	\$22.34
2 Person <sup>1</sup>	\$49.15	\$48.60	\$48.05	\$47.49	\$46.94
Family	\$58.14	\$57.49	\$56.83	\$56.18	\$55.53
No coverage <sup>2</sup>	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

- c. Life and Accidental Death and Dismemberment (AD&D) Insurance. CMU Choices provides coverage options of 1, 1.5, 2, 3, and 4 times the bargaining unit member's base salary, according to the terms of the policy. A bargaining unit member must elect a coverage level of at least 1 times the member's base salary. CMU will contribute an amount per month per \$1000 of coverage equivalent to 1.5 times the bargaining unit member's base salary that will fully pay the premium for this amount of coverage. Each coverage option contains an equal amount of additional benefit in the form of AD&D coverage.

<sup>1</sup> Defined as bargaining unit member and spouse, bargaining unit member and one child, or bargaining unit member and other eligible individual.

<sup>2</sup> If coverage is provided outside of CMU, must show proof of coverage.

d. Long Term Disability Insurance.

- 1) CMU Choices provides coverage of 67% of a bargaining unit member's base salary, according to the terms of the policy. CMU will contribute an amount per year per \$100 of the bargaining unit member's base salary that will fully pay the premium for the 67% coverage.
- 2) The Total Disability Income Protection Plan provides for continuation of retirement funding while the bargaining unit member is receiving benefits. The amount paid into the plan is approximately the same as would normally have been made when integrated with the social security contribution and other funding factors which are applicable at the time. The carrier for the plan adjusts the payment rates from time to time to reflect changes in the funding factors. If the bargaining unit member is enrolled in the defined contribution Retirement Program, payments will be made to her/his regular contract. If the bargaining unit member is in MPERS, a retirement annuity will be commenced for the bargaining unit member, and payments will be made to that annuity contract.
- 3) Prior to returning to work from total disability leave, a bargaining unit member will be required to submit to CMU a physician's statement certifying that the bargaining unit member is sufficiently recovered to resume regularly assigned duties and indicating any limitations that may interfere with the bargaining unit member performing assigned duties. The college shall hold a tenure-track position for the bargaining unit member on total disability leave for two (2) years from the time the total disability began (defined as from the time a bargaining unit member began full time sick leave). After that time, the return to work of the bargaining unit member is subject to the availability of a position for which the bargaining unit member is qualified, as determined by the dean.

e. 1) Short-Term Disability & Sick Leave Bank. CMU Choices provides for short-term disability insurance to bargaining unit members. This insurance is optional, and where the bargaining unit member might elect coverage, he/she pays the entire premium cost of the coverage.

- 2) Bargaining unit members may wish to weigh carefully any election of Short Term Disability coverage because they have access to the Sick Leave Bank, which was designed to cover all but extreme short-term disability situations. Therefore, bargaining unit members considering enrollment in the university's short-term disability insurance plan should contact the ASSOCIATION and/or the Benefits Office before doing so.

f. Flexible Spending Accounts. CMU Choices provides Health Care and Dependent Care tax saving flexible spending accounts. A bargaining unit member, if he/she elects, may contribute amounts on a pre-tax basis to one or both accounts at her/his discretion. Federal tax rules establish the administrative requirements associated with these accounts.

g. Dependent Life Insurance. A bargaining unit member may purchase dependent life insurance for her/his spouse and/or children on an after-tax basis. Coverage for a bargaining unit

member's spouse (under age 70) in the amount of \$10,000, \$25,000, \$50,000, \$75,000 or \$100,000 is available with premium costs based on the age of the spouse and coverage level. Coverage for a bargaining unit member's child(ren) is available in the amounts of \$10,000 or \$25,000, with certain age restrictions.

- h. Vision Care. CMU Choices provides for a bargaining unit member to purchase vision care insurance coverage for her/himself, for her/his spouse and/or children on a pre-tax basis. The bargaining unit member shall be responsible for the entire cost of the premium.
- 4. An open enrollment period will be held to afford bargaining unit members the opportunity to make initial medical coverage selections. Annually (except for the dental insurance coverage which is generally a two-year election), an open enrollment period will be held to provide bargaining unit members the opportunity to change their selections.
- 5. Bargaining unit members may make coverage changes consistent with changes in their status during the plan year. Examples of status changes are birth, marriage, and loss of employment by spouse. These coverage changes must be made in the Benefits Office, Rowe Hall, within thirty (30) calendar days of the event resulting in a status change.
- 6. All insurance coverages become effective the first day of the bargaining unit member's employment.
- 7. All insurance coverages terminate on the day the bargaining unit member's employment terminates unless the ten (10) month bargaining unit member has worked the entire academic year (Fall and Spring Semesters) in which case he/she will be entitled to insurance coverage through August 15 of the current year.
- 8. Bargaining unit members whose spouses are also CMU employees will not be allowed to carry duplicate coverage for themselves, their spouse or their dependents through CMU nor will they be permitted to combine their medical and dental CMU contributions for the purchase of higher cost benefits.
- 9. Additional information regarding CMU Choices and the details of specific coverages is available in the CMU Choices plan document and in the Benefits Office, Rowe Hall.

### **Article 35 OTHER ELIGIBLE INDIVIDUAL BENEFITS**

In addition to benefits specified in this Agreement, the eligibility criteria for qualified Other Eligible Individuals will be as determined by applicable University program and policy as described in the University's "Other Eligible Individual" program.

## **Article 36 RETIREMENT**

### **Contribution to Retirement Programs**

1. CMU will continue to contribute to Michigan Public School Employees Retirement System (MPERS) on behalf of bargaining unit members who were employed at CMU and enrolled in MPERS on December 31, 1995. Enrollment in MPERS will not be an option for bargaining unit members newly appointed on or after January 1, 1996, unless specifically provided by Michigan statute. Effective January 1, 2000, bargaining unit members enrolled in MPERS may purchase service credit toward retirement with pre-tax dollars.
2. CMU will continue to contribute twelve percent (12%) to the defined contribution Retirement Program on behalf of bargaining unit members employed by CMU on September 1, 1996 and individuals under contract by September 1, 1996, except for those enrolled in MPERS.
3. CMU will continue to contribute ten percent (10%) to the defined contribution Retirement Program on behalf of bargaining unit members who began employment at CMU after September 1, 1996, except for those individuals under contract by September 1, 1996 or those eligible and enrolled in MPERS.
4. TIAA-CREF will be a vendor in the defined contribution Retirement Program. Bargaining unit members participating in the defined contribution Retirement Program may choose any of the options made available by TIAA-CREF or by other program vendors which are permitted under Michigan law and which are approved by CMU.
5. Bargaining unit members may elect to participate in tax-deferred retirement programs through a salary reduction agreement with CMU. A limited number of program vendors, including TIAA-CREF, will be selected by CMU. CMU will remit the bargaining unit member's contribution to the plan sponsor.
6. Additional information regarding details of MPERS, the defined contribution Retirement Program, SRAs, and the additional 403(b) supplemental retirement plan options is available in the Benefits Office, Rowe Hall.

### **Eligibility**

7. Bargaining unit members meeting one of the following criteria qualify for retirement from Central Michigan University:
  - a. At least 10 years of benefits eligible Central Michigan University service and at least age 55, or
  - b. At least 25 years of benefits eligible Central Michigan University service at any age, or
  - c. At least 10 years of benefits eligible Central Michigan University service at any age if totally and permanently disabled as determined by the Social Security Administration.

### **Medical and Prescription Drug Insurance**

8. A bargaining unit member who retires from Central Michigan University shall be eligible to continue the group medical and prescription drug insurance coverage he/she had while a Central Michigan University employee through direct pay with MESSA, as long as MESSA continues to allow this. The full cost of this coverage shall be borne by the retiree.

### **Article 37 TUITION REMISSION**

1. A bargaining unit member and/or her/his spouse and/or dependent child(ren) and/or Other Eligible Individual shall be given the opportunity to take Central Michigan University courses on a tuition remission basis under CMU's tuition waiver policy. The maximum remission is limited to on-campus rates. Bargaining unit members may also audit Central Michigan University courses and receive the tuition remission. A part-time bargaining unit member is entitled to tuition remission prorated on the proportion of her/his part-time appointment to full-time employment. The Student Activity Center fee, and any special course fees or incidental fees, such as the late registration fee, parking fee, etc., and any tuition costs in excess of on-campus tuition are not covered by tuition waiver and must be paid by the employee. Full details of the tuition waiver policy are available in the Benefits Office, Rowe Hall. The policy can be found on the web at [https://www.cmich.edu/office\\_president/general\\_counsel/Pages/policies.aspx](https://www.cmich.edu/office_president/general_counsel/Pages/policies.aspx).
2. Conditions for participation:
  - a. The participant(s) must have been admitted to Central Michigan University by the Admissions Office or the College of Graduate Studies.
  - b. Each bargaining unit member on a full-time appointment is eligible to receive a tuition remission for up to twenty-four (24) hours per benefit year.
  - c. Eligibility certification under university procedure must be completed by the bargaining unit member at the Benefits Office, Rowe Hall, prior to enrollment.
3. Tuition remission for bargaining unit members for the College of Medicine shall be applied at the current resident graduate doctoral credit hour rate.

### **Article 38 PARKING PERMIT**

A bargaining unit member may purchase a parking permit for a single vehicle, valid for all times of the year during which a parking permit or day ticket is required. The annual cost of a parking permit is not to exceed \$200 for the life of this Agreement.

**Article 39**  
**RELEASED TIME FOR FACULTY ASSOCIATION PRESIDENT**

The President of the ASSOCIATION shall be granted half-time ( $\frac{1}{2}$ ) release from normal professional duties for the academic year. The rights of the President of the ASSOCIATION under this Agreement will not be altered by this provision.

**Article 40**  
**MONETARY AWARDS**

1. Before any new university-wide monetary award program is implemented for faculty, or before any existing university-wide monetary award program is modified, it shall be referred to the Academic Senate for its review and recommendation. Recommendations of the Academic Senate regarding such awards must be approved by CMU and the ASSOCIATION prior to implementation.
2. Before any new college/department monetary award program is implemented for faculty, or any existing such program is modified, it shall be referred to the bargaining unit members in that college/department for review and approval via a secret, written ballot.

**Article 41**  
**CONTINUITY OF OPERATIONS**

The ASSOCIATION, its officers, agents, affiliates, members, and employees agree that, so long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, concerted effort not to meet classes, boycott or similar acts constituting a strike. Any violation of the foregoing may be made a subject of disciplinary action and damage action, including discharge or suspension; and this provision shall not be by way of limitation on CMU's right to any other remedy under law for such violation. In the event that any member or members of the bargaining unit represented by the ASSOCIATION engage in any of the above activities, the President of the ASSOCIATION or a representative thereof shall, upon request from CMU, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their employment-related responsibilities.

**Article 42**  
**SUPPLEMENTAL AGREEMENTS**

All supplemental agreements shall be subject to the approval of the ASSOCIATION and CMU.

**Article 43  
VALIDITY**

This Agreement shall be effective to the extent permitted by law and does not waive either of the parties' position with respect to collective bargaining laws; but, if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

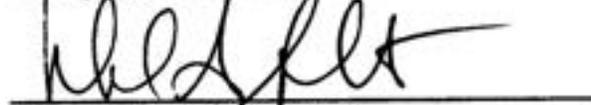
**Article 44  
TERM OF AGREEMENT**

This Agreement shall become effective upon ratification by the ASSOCIATION and CMU and shall remain in full force and effect until midnight June 30, 2019, at which time it will terminate.

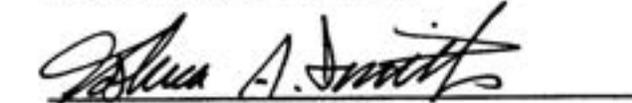
**SIGNATORIES**

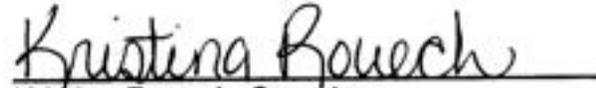
**CENTRAL MICHIGAN UNIVERSITY**

  
George B. Ross, President

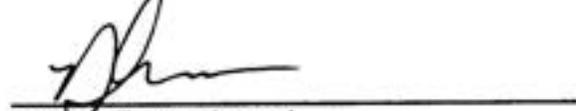
  
Michael A. Gealt, Provost

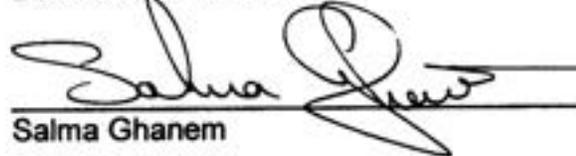
**CENTRAL MICHIGAN UNIVERSITY  
FACULTY ASSOCIATION**

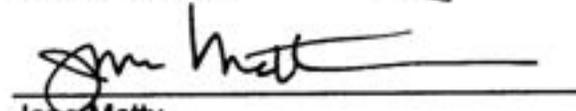
  
Joshua Smith, President

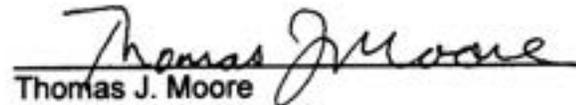
  
Kristina Rouech, Secretary

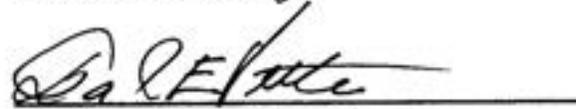
**NEGOTIATING COMMITTEE**

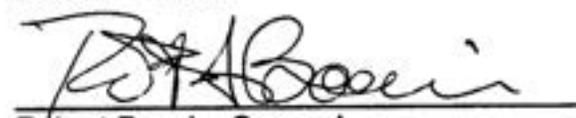
  
Dennis R. Armistead

  
Salma Ghanem

  
Jane Matty

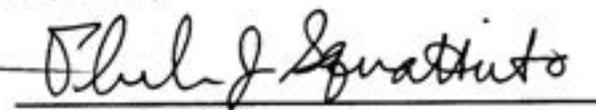
  
Thomas J. Moore

  
Daniel E. Vetter

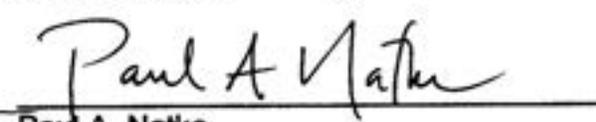
  
Robert Boonin, Counsel

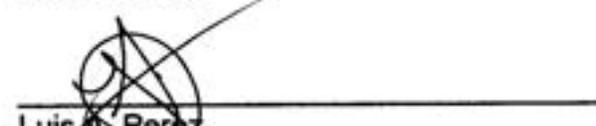
**NEGOTIATING COMMITTEE**

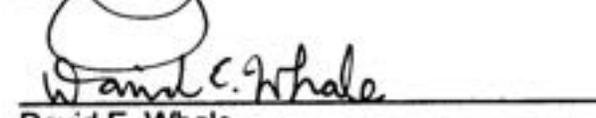
  
Laura Frey

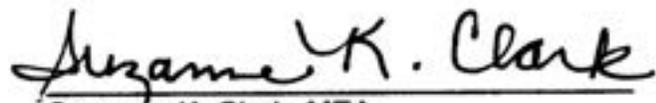
  
Philip J. Squatrito

  
David K. Jesuit

  
Paul A. Natke

  
Luis A. Perez

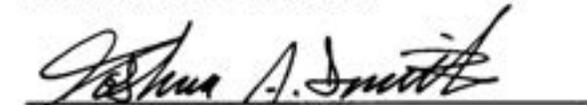
  
David E. Whale

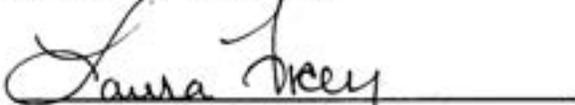
  
Suzanne K. Clark, MEA

**LETTER OF AGREEMENT #1  
REORGANIZATION**

The parties agree, for the life of this Agreement, that the term “department” defined in Article 1 (Definitions) of this Agreement shall include other academic units to which bargaining unit members are reassigned as a result of a reorganization implemented during the term of this Agreement. The sole purpose of this Letter of Agreement is to extend current Agreement provisions pertaining to departments to bargaining unit members under a new organizational structure.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Joshua Smith, President

  
\_\_\_\_\_  
Laura Frey, Co-Chair

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

FOR CMU:

  
\_\_\_\_\_  
George E. Ross, President

  
\_\_\_\_\_  
Michael A. Gealt, Provost

  
\_\_\_\_\_  
Dennis R. Armistead, Executive Director

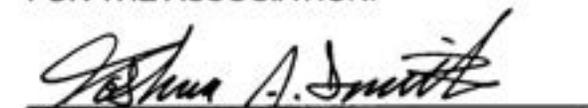
**LETTER OF AGREEMENT #2  
RESEARCH MISCONDUCT POLICY AND PROCEDURES**

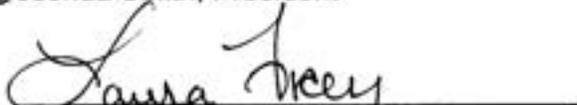
Central Michigan University (CMU) and the Central Michigan University Faculty Association (FA) have entered into this Letter of Agreement concerning research misconduct at the University. The parties agree that to the extent the Research Misconduct Policy and Procedures (policy)\* applies to bargaining unit members, it becomes part of the 2014-2019 Agreement.

1. FA bargaining unit members are covered by and subject to the provisions in the policy.
2. Any alleged violation of this policy is grievable by bargaining unit members under the applicable CMU/FA Agreement.
3. Because of a potential conflict of interest, no bargaining unit member shall serve on an investigative committee involving an allegation against another bargaining unit member.
4. Nothing contained in this Letter of Agreement or the policy is intended as a waiver of the parties' future bargaining rights with respect to those aspects of the policy which are mandatory subjects of bargaining.
5. Where required by federal and state laws, rules and regulations, CMU will adhere to any additional requirements and responsibilities beyond those specified in the policy.

\*A copy of the Research Misconduct Policy and Procedures is available from the Office of Research and Sponsored Programs and can be found at [https://www.cmich.edu/office\\_president/general\\_counsel/Pages/policies.aspx](https://www.cmich.edu/office_president/general_counsel/Pages/policies.aspx).

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Joshua Smith, President

  
\_\_\_\_\_  
Laura Frey, Co-Chair

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

FOR CMU:

  
\_\_\_\_\_  
George E. Goss, President

  
\_\_\_\_\_  
Michael A. Gealt, Provost

  
\_\_\_\_\_  
Dennis R. Armistead, Executive Director

**LETTER OF AGREEMENT #3  
NCAA AND MID-AMERICAN CONFERENCE RULE INFRACTIONS  
CMU INVESTIGATION PROCESS**

CMU and the ASSOCIATION have entered into this Letter of Agreement concerning an investigation process pertaining to NCAA and Mid-American Conference rules infractions. The parties agree that, to the extent investigations of such rule infractions apply to bargaining unit members, the following investigation process becomes part of the 2014-2019 Agreement.

1. Central Michigan University (CMU) is a member of the National Collegiate Athletic Association (NCAA) and the Mid-American Conference (MAC) and, therefore, is required to administer its athletics programs in accordance with the constitution, bylaws and other legislation (collectively called "rules and regulations," herein also referred to as "rules") of the NCAA and the MAC. The enforcement procedures of the NCAA are applied to CMU when CMU fails to fulfill the obligation to apply and enforce NCAA rules.
2. An infraction, or violation, is a breach of an NCAA or MAC rule. An infraction is called a secondary violation if it provides only a limited recruiting or competitive advantage and it is isolated or inadvertent in nature. All infractions other than secondary violations are called major violations, specifically including those that provide an extensive recruiting or competitive advantage. Repeated secondary violations may also be identified by the NCAA or MAC as a major violation.
3. Bargaining unit members in Intercollegiate Athletics (herein called "coaches") are required to comply with applicable NCAA and MAC rules. The individual employment contract of a coach shall include the stipulation that a coach who is found in violation of NCAA regulations "...shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures ... and the stipulation that the coach may be suspended for a period of time, without pay, or that the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations." [NCAA Division I Manual: Constitution, Operating Bylaws, Administrative Bylaws, Article 11.2.1] Coaches are also required to comply with university rules/policies as specified in their employment contracts.
4. If CMU is aware that a coach has violated an NCAA or MAC rule, NCAA procedures hold CMU responsible to self-report that infraction to the NCAA and MAC. Self-disclosure is considered by the NCAA in establishing penalties, and, if CMU reports an alleged infraction prior to it being otherwise reported to the NCAA or MAC, such disclosure shall be considered a mitigating factor in determining the institutional and individual penalties and/or corrective actions. However, CMU shall conduct investigations of alleged infractions in a manner consistent with Article 16 of the Agreement, except as specifically allowed in Paragraph 6 below. There are no circumstances where it is appropriate for any CMU administrator to advise a coach that he/she should not consult the Faculty Association and/or should not file a grievance.
5. As soon as CMU is aware that a coach may have violated an NCAA or MAC rule, CMU's NCAA Compliance Officer will notify and consult with Faculty Personnel Services, and will either

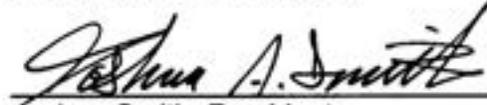
herself/himself or with assistance from other university officials promptly conduct an inquiry into the alleged infraction(s) of NCAA and MAC rules by the coach. Upon completion of the inquiry, the Compliance Officer will provide the President, Faculty Personnel Services and the Athletic Director with a written report which shall include the alleged infraction(s), the applicable NCAA bylaws, whether (based upon NCAA case precedent) the possible infraction(s) would be secondary or major violations, preliminary facts, issues and recommendations.

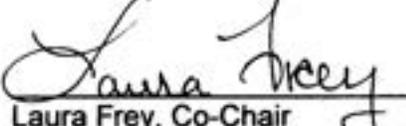
6. If the written inquiry report of the Compliance Officer concludes there is reason to believe an infraction(s) occurred and it would be a secondary violation, the Compliance Officer and the coach may agree to the following informal investigation process, after the coach has been given an opportunity to consult with a Faculty Association representative.
  - a. The coach will be informed of the inquiry results (including the action that is allegedly a violation, the applicable NCAA bylaws, and the appropriate facts), given the opportunity to respond, and advised of any proposed discipline or corrective actions.
  - b. If there is no substantial dispute between the coach and CMU regarding the facts and/or the proposed discipline or corrective actions, the informal investigation will be ended and, as appropriate, discipline and/or corrective actions will be imposed. In this event, the coach will be given the opportunity to have Faculty Association representation. If this election is made, a representative of Faculty Personnel Services will also be present. An institutional self-report will be sent to the NCAA.
  - c. If there is a substantial dispute between the coach and CMU regarding the facts and/or the proposed discipline or corrective actions, the informal investigation process will become the formal process described in Paragraph 7.
7. The formal investigation process applies in three circumstances where:
  - a. the written inquiry report of the Compliance Officer concludes that the alleged infraction would be a secondary violation, and the coach, after being given an opportunity to consult with a Faculty Association representative, decides not to use the informal investigation process described in Paragraph 6, or
  - b. the written inquiry report of the Compliance Officer concludes that the alleged infraction would be considered a major violation, or
  - c. Faculty Personnel Services concludes from its review of the written inquiry report of the Compliance Officer that the situation also involves a possible violation of CMU rules or policies.
8. The formal investigation process is as follows:
  - a. The Compliance Officer notifies the coach in writing of the alleged infraction and whether, based upon NCAA case precedent, the alleged infraction would be considered a secondary or a major violation, and that the coach has the right to Faculty Association representation. A

copy of this notification will be provided to the Athletic Director, the President, and Faculty Personnel Services.

- b. The Compliance Officer and Faculty Personnel Services will jointly conduct an investigation, consistent with Article 16 of the Agreement and with NCAA and MAC rules.
  - c. The following are examples of requests that will be made of the coach:
    - 1) answers to questions related to the alleged infraction,
    - 2) materials relating to the alleged infraction, which materials are solely within the possession of the coach, and
    - 3) a written statement responding to the alleged infraction and describing any mitigating circumstances as to why the alleged infraction occurred.
  - d. If the Compliance Officer concludes there is reason to believe no infraction occurred, he/she will prepare a self-report and file it in her/his office. Unless requested by the coach, there will be no record of the inquiry in the coach's official personnel file. After two years, the self-report will be destroyed unless the Compliance Officer has sent a copy of the self-report to the NCAA or MAC.
  - e. If the Compliance Officer concludes that there is reason to believe an infraction occurred, the Compliance Officer will prepare a written draft institutional self-report and send a copy to the coach. If the coach disputes the facts regarding her/his action(s) as described in the report, he/she may submit a written response which will be considered by CMU as it finalizes its institutional self-report. Such written response from the coach will be included as part of the final institutional self-report. Following this, CMU will provide the coach and the Faculty Association a written decision regarding what disciplinary and/or corrective actions, if any, is/are to be taken, together with a rationale for the decision. The coach may submit a written response to the proposed actions. A copy of the written decision and the coach's response will be attached to the institutional self-report before it is sent to the NCAA.
9. CMU will determine disciplinary and/or corrective actions after reviewing NCAA case precedent, advisement from the NCAA and MAC, and penalties suggested by NCAA Operating Bylaws.
10. All letters of discipline (e.g., admonishment, reprimand, suspension) will be signed by the Athletic Director. Such letters will be forwarded to the President and to Faculty Personnel Services and placed in the coach's official personnel file. Letters must be reviewed by Faculty Personnel Services or the General Counsel before they are signed by the Athletic Director.
11. As necessary, this Letter of Agreement may be reviewed and amended upon agreement of CMU and the Faculty Association for the life of the current Agreement.

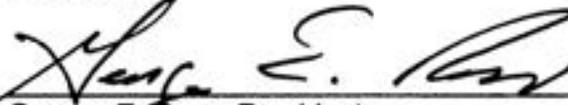
FOR THE ASSOCIATION:

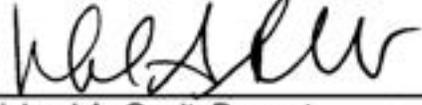
  
\_\_\_\_\_  
Joshua Smith, President

  
\_\_\_\_\_  
Laura Frey, Co-Chair

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

FOR CMU:

  
\_\_\_\_\_  
George E. Cross, President

  
\_\_\_\_\_  
Michael A. Gealt, Provost

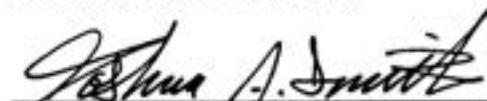
  
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Dennis R. Armistead, Executive Director

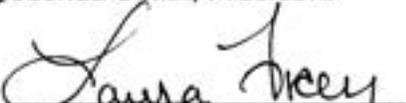
**LETTER OF AGREEMENT #4  
IMPLEMENTATION OF ARTICLE 6**

CMU and the ASSOCIATION agree to the following statements concerning the implementation of Article 6, paragraphs 6 and 7 of the 2014-2019 Agreement.

1. In preparation for their conference, and upon the request of the dean, tenured bargaining unit members will provide a curriculum vitae or written summary of their activities in the areas of scholarly and creative activity, service, and evidence of teaching effectiveness. The parties recognize that in the absence of information which demonstrates evidence of the tenured bargaining unit member's teaching effectiveness, the dean and the chairperson cannot objectively review the performance and achievements of the tenured bargaining unit member.
2. Tenured bargaining unit members will not be asked nor required to provide a self-assessment of their performance and achievements in the areas specified in Paragraph 1, in preparation for the conference.
3. Tenured bargaining unit members will not be asked nor required to provide plans and/or goals for future years in preparation for the conference. Tenured bargaining unit members may choose to provide such plans and/or goals.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Joshua Smith, President

  
\_\_\_\_\_  
Laura Frey, Co-Chair

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

FOR CMU:

  
\_\_\_\_\_  
George E. Cross, President

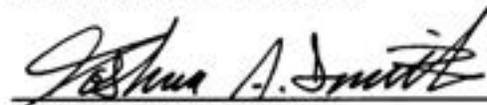
  
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Michael A. Gealt, Provost

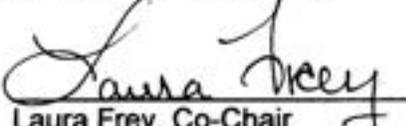
  
\_\_\_\_\_  
Dennis R. Armistead, Executive Director

**LETTER OF AGREEMENT #5  
DUTIES OF DEPARTMENT CHAIRPERSON**

The parties agree, for the life of this Agreement, that the “duties initially assigned by CMU,” as referenced in Article 12, Paragraph 3, will consist of the “Duties of the Department Chairperson” (March 1993).

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Joshua Smith, President

  
\_\_\_\_\_  
Laura Frey, Co-Chair

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

FOR CMU:

  
\_\_\_\_\_  
George E. Goss, President

  
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Michael A. Gealt, Provost

  
\_\_\_\_\_  
Dennis R. Armistead, Executive Director

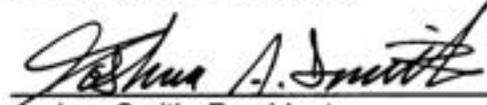
**LETTER OF AGREEMENT #6  
JOINT APPOINTMENTS WITH CMED**

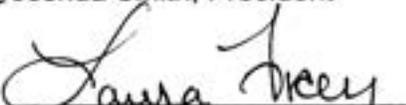
Bargaining unit members who accept a joint appointment with the Central Michigan University College of Medicine will remain in the bargaining unit. Faculty whose primary appointment is in the College of Medicine will be excluded from the unit pursuant to Article 2. It is not the intent of CMU to issue joint appointments to bargaining unit members for purposes of converting their appointment to the College of Medicine, or to reorganize current academic departments or units from their college to the College of Medicine.

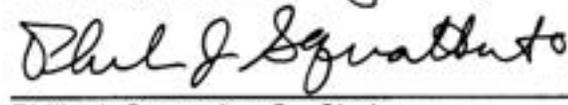
“Primary appointment” also shall be understood to refer to the college, department or unit of the University whose Bylaws contain procedures, standards and criteria applicable to the faculty member’s reappointment, promotion and/or tenure, among other personnel actions.

It is not the intent of the parties to abrogate the provisions of Article 20 of this Agreement.

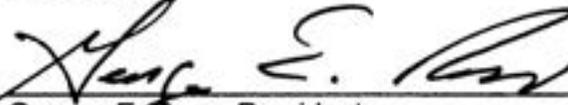
FOR THE ASSOCIATION:

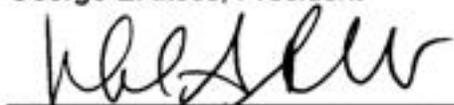
  
\_\_\_\_\_  
Joshua Smith, President

  
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Laura Frey, Co-Chair

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

FOR CMU:

  
\_\_\_\_\_  
George E. Goss, President

  
\_\_\_\_\_  
Michael A. Gealt, Provost

  
\_\_\_\_\_  
Dennis R. Armistead, Executive Director

**LETTER OF AGREEMENT #7  
REVIEW OF DEPARTMENT PROCEDURES, CRITERIA,  
STANDARDS, AND BYLAWS**

With regard to Article 10 of this Agreement, either the department or the administration may request resolution of any differences that may arise between them through the process described below if any of the following applies:

1. With respect to new departments, the administration does not accept the department's rationale and proposed changes, following the procedures described in paragraphs 5-8; or,
2. With respect to existing departments, the department and the administration disagree on proposed changes after two resubmissions, following the procedures described in paragraphs 9-13. This applies both in the case of proposals originating from the department and proposals originating from the administration; or,
3. The administration has failed to provide a timely response to the department after the department has submitted a second resubmission; or,
4. With respect to paragraph 14.b, the department has failed to provide the administration with proposed changes designed to meet a major concern expressed by the administration within seventy-five (75) days of having received such a request.
5. If, after at least one resubmission, both the department and the administration reasonably believe that they are unlikely to resolve their differences, by mutual agreement they may request Faculty Personnel Services to proceed to Step 1 of the Resolution Process.

**Resolution Process:**

For the purposes of this Letter of Agreement, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during the Fall and Spring Semesters.

**Step 1:**

- a. Within twenty-five (25) days of a request for resolution, the parties will meet at least once to discuss their differences and attempt a resolution thereof;
- b. The parties will each notify Faculty Personnel Services, in writing, of the results of their meeting.
- c. If resolution is not achieved via Step 1, the parties will proceed to Step 2.

## Step 2:

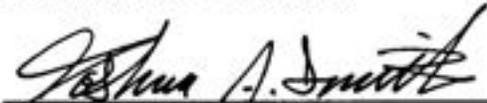
If any differences remain, within five (5) days after the Step 1 notice is received, Faculty Personnel Services will convene a facilitation team composed of two persons, one selected by the administration and one by the ASSOCIATION, that will meet with the parties jointly in an effort to resolve these differences. The facilitation team will meet with the parties within ten (10) days of having been convened. If the differences are not resolved within fifteen (15) days, the parties shall proceed to Step 3.

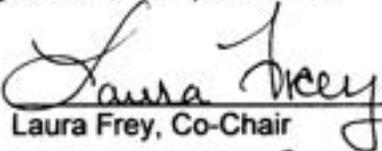
## Step 3:

- a. The parties shall submit their differences in writing to a Review Committee composed of the following seven (7) members: three persons selected by the administration, three persons selected by the ASSOCIATION in consultation with the department, and one person jointly selected by the administration and the ASSOCIATION. None of the members of the Review Committee may be affiliated with the office of the dean or the department involved in this matter.
- b. The ASSOCIATION and the administration will each maintain a pool of individuals from which will be selected the members of the Review Committee. By October 15<sup>th</sup> of each year of this Agreement, the ASSOCIATION and the administration will share their pool of individuals with each other. By such means shall the parties attempt to ensure some consistency of Committee membership and familiarity with any resolution efforts and results.
- c. The Review Committee shall be constituted and convened within twenty (20) days of a request for its review of the issues between the parties.
- d. The Review Committee shall have full and final authority to render a determination in favor of either party, or to determine a solution of its own choosing, provided such solution is in compliance with existing University policies and procedures and this Agreement.
- e. The Review Committee shall render by majority vote its recommendation(s) for resolution of the issues between the parties within twenty (20) days of having been convened.
- f. The parties shall have thirty (30) days from the date the Review Committee renders its recommendation(s) in which to enter discussions with one another in a final effort to reach an agreement to their differences. If, at the end of this thirty (30) day period, the parties have not reached a mutual agreement, the recommendation(s) of the Review Committee shall be implemented. In this case, the determination and/or decision of the Review Committee shall be binding upon the department and the administration.
- g. The provisions of Article 8 (Grievance Procedure) of this Agreement are not applicable to any aspect of the Review Committee process and/or outcome.

The administration and the ASSOCIATION agree that this Letter of Agreement is in effect for the duration of this Agreement only.

FOR THE ASSOCIATION:

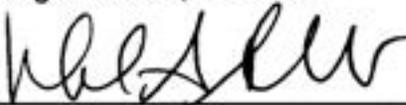
  
\_\_\_\_\_  
Joshua Smith, President

  
\_\_\_\_\_  
Laura Frey, Co-Chair

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

FOR CMU:

  
\_\_\_\_\_  
George E. Ross, President

  
\_\_\_\_\_  
Michael A. Gealt, Provost

  
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Dennis R. Armistead, Executive Director

**LETTER OF AGREEMENT #8  
PROGRAMS IN MIDLAND**

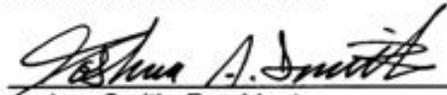
The parties to this Letter of Agreement agree with the following Interpretation of Article 27, Paragraph 1.c, which reads:

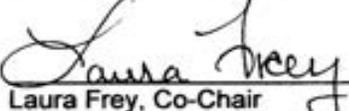
*TEACHING AT DISTANT LOCATIONS AND/OR NON-TRADITIONAL TIMES  
Teaching at Locations Distant From the Main Campus*

1. *Bargaining unit members will not be required, as part of their regular load, to teach courses that are scheduled outside of Isabella County, Michigan, except as follows:*
  - c. *The department (or successor department) in which the bargaining unit member is located has undertaken, in accordance with procedures established in Article 10 (Department Procedures, Criteria, Standards, and Bylaws) as part of its regular departmental responsibility, the staffing of a program at a particular location or responsibilities similarly undertaken with another University program such as with Global Campus. For example, the following departments (and their successors) shall be deemed to have undertaken the responsibility described in this Paragraph for the Midland Center: The School of Accounting, and Departments of Business Information Systems, Chemistry, Economics, Entrepreneurship, Finance and Law, Management, and Marketing and Hospitality Services Administration.*

This article/paragraph is not a contractual barrier to a department's prerogative to propose changes to its instructional programs. These proposed changes include, but are not limited to, initiating a new program of instruction, modifying an existing program, or terminating an existing program. Modification of an existing program may include altering the method of delivering instruction. Where a department should wish to propose changes, it does so by means of established procedures; those of its Bylaws and those of the Academic Senate, which speak to matters of curriculum. If the department proposes to terminate an existing program, and if the program is terminated, after the appropriate reviews have been made, such program termination will provide appropriate consideration to students currently enrolled in that program. The several departments listed in the Article are for illustrative purposes only.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Joshua Smith, President

  
\_\_\_\_\_  
Laura Frey, Co-Chair

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

FOR CMU:

  
\_\_\_\_\_  
George E. Cross, President

  
\_\_\_\_\_  
Michael A. Gealt, Provost

  
\_\_\_\_\_  
Dennis R. Armistead, Executive Director

**LETTER OF AGREEMENT #9  
RETIREMENT SERVICE AWARD**

Bargaining unit members employed by Central Michigan University in the bargaining unit who were on the payroll or on leave of absence prior to March 1, 1976, and who retire as specified in Article 36 (Retirement), shall receive a retirement service award of one-and-one-half percent (1½%) of the bargaining unit member's current ten (10) month base salary at the time of retirement multiplied times the number of equivalent full-time years of service at Central Michigan University.

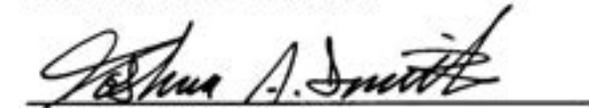
For purposes of Paragraph 1, bargaining unit members who retire at age 55-59 with at least fifteen (15) but less than thirty (30) years of service shall receive a retirement service award calculated according to the same method but multiplied by 55/60 if age fifty-five (55), 56/60 if age fifty-six (56), etc. The proration of the award is waived by CMU when an eligible bargaining unit member under age sixty (60) has entered into a retirement incentive agreement with CMU.

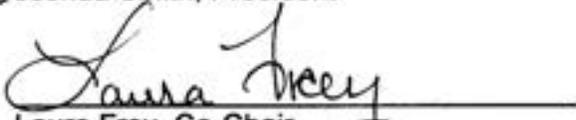
In case of the death of a bargaining unit member who had been on the payroll or on leave of absence prior to March 1, 1976, the retirement requirements are waived and an amount equal to the retirement service award will be paid to the estate of the bargaining unit member.

Additional information regarding details of the retirement service award is available in the Benefits Office, Rowe Hall.

This Letter of Agreement shall continue in effect until all eligible bargaining unit members have either retired or are otherwise no longer employed in the bargaining unit.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Joshua Smith, President

  
\_\_\_\_\_  
Laura Frey, Co-Chair

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

FOR CMU:

  
\_\_\_\_\_  
George E. Goss, President

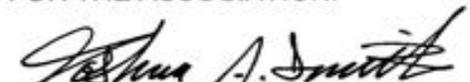
  
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Michael A. Gealt, Provost

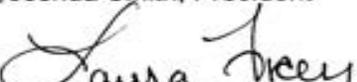
  
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Dennis R. Armistead, Executive Director

**LETTER OF AGREEMENT #10  
CMU HEALTH INSURANCE CONTRIBUTION AMOUNTS**

1. The parties hereto agree that the ASSOCIATION will review CMU's medical insurance contributions specified in Article 34, Paragraph 3 of their Agreement on an annual basis to consider recalibrating CMU's contributions due to changes in the demographics of those electing to be covered by CMU sponsored medical insurance and the premium rate changes for that coverage, once known, for the following plan year.
  - a. The request for a recalibration under this Letter of Agreement must be made by the ASSOCIATION by March 1 of each year of the 2014-19 Agreement.
  - b. The parties agree that the final recalibrated numbers, consistent with this Letter of Agreement, will be submitted by the ASSOCIATION within five (5) business days after its receipt of the premium rates for the following plan year, but no later than four (4) business days prior to the following first Monday in May. If this deadline is not met for reasons beyond their control, then the parties will endeavor to have the recalibration implemented as soon as feasible.
  - c. The ASSOCIATION agrees that any recalibration of those contributions shall be cost neutral to CMU. Changes to medical insurance contributions may be made to single person, two person and family levels. No changes will be allowed to the "pay-back" amount for members electing no coverage.
  - d. For example: Assume that the total University medical insurance cost is comprised of a breakdown of faculty positions and contributions levels associated with 1 person (1P), 2 person (2P), family (F), and no coverage. For demonstration purposes, if the current monthly contributions are \$100 (1P), \$200 (2P), \$300 (F) and totals \$200,000 for the year, the ASSOCIATION may reallocate the University contributions for the following year to \$95 (1P), \$205 (2P), and \$307 (F) as long as the projected aggregate cost (based on the same number of positions) remains at \$200,000 for that year.
2. The parties agree that for the 2014-15 academic year only, the ASSOCIATION may designate new MESSA plans (up to three, total) by July 15, or as otherwise agreed to by the parties, to be available for the balance of the year, with an open enrollment period to take place, and the changes to become effective, as soon as feasible thereafter.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Joshua Smith, President

  
\_\_\_\_\_  
Laura Frey, Co-Chair

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

FOR CMU:

  
\_\_\_\_\_  
George E. Cross, President

  
\_\_\_\_\_  
Michael A. Gealt, Provost

  
\_\_\_\_\_  
Dennis R. Armistead, Executive Director

**EXHIBIT A**  
**POLICY REGARDING OBJECTIONS TO**  
**POLITICAL-IDEOLOGICAL EXPENDITURES**

Upon timely objection, no individual required to pay a service fee to the Michigan Education Association (MEA) or a local affiliate shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and lawfully chargeable employee representation. An individual who, in compliance with the administrative procedures established by the Executive Director of the Michigan Education Association, objects to the use of a portion of his/her service fees to support such an ideological cause or political activity shall be required to pay a reduced fee based upon a determination of the percentage of the MEA's annual expenditures for the prior year necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees.

**Objections to Political Ideological Expenditures**  
**Administrative Procedures**

**STEP I**

By November 30 of each year, or as soon thereafter as possible, the Executive Director of the Michigan Education Association or his or her designee shall determine the amount of MEA's, NEA's, and local associations' (for those locals collecting a local service fee) total expenditures for the preceding fiscal year that were expended on chargeable and nonchargeable activities. The Executive Director or his or her designee shall then calculate the reduced fee that an objector will be required to pay based upon expenditures of the previous fiscal year. The amount of the reduced fee may be further reduced by an additional amount to make allowance for disputed chargeable costs. By November 30, or as soon thereafter as possible, the Executive Director shall provide to all non-union employees who are required to pay an agency fee adequate information identifying the NEA's, MEA's and local associations' total expenditures for the previous fiscal year sufficient to enable them to assess the propriety of the service fee calculation. The information provided to non-union employees shall include:

- (1) A list of expenditures made by the NEA and MEA, by major category, during the previous fiscal year verified by an independent auditor and an identification of whether the major category of expense, or a particular portion thereof, is chargeable to objectors;
- (2) In those instances where a local association service fee is collected, a list of the local association's major categories of expenditures verified by an independent auditor and an identification of whether the major category of expense, or a particular portion thereof, is chargeable to objectors shall be provided;
- (3) The amount of the reduced agency fee;
- (4) The method used to calculate the reduced agency fees; and
- (5) A copy of this procedure.

## **STEP II**

Within 30 calendar days of the MEA providing the information identified in Step I, non-union employees shall give written notice of the Executive Director of MEA at 1216 Kendale Boulevard, P.O. Box 2573, East Lansing, Michigan 48823, either by mail or by personal delivery, of the non-union employee's decision to:

- (1) Join the union and pay union dues;
- (2) Pay a service fee equal to dues, less the pro rata cost of liability insurance provided to union members;
- (3) Pay the reduced fee as determined by the Executive Director; or
- (4) Pay the reduced fee into an independent, interest-bearing escrow account designated by the Executive Director and challenge the reduced fee.

The non-union member may challenge the NEA portion of the reduced fee, the MEA portion of the reduced fee, the local portion of the reduced fee, or any combination thereof. Failure to provide timely notice will result in the non-union employee being required to pay a service fee equal to dues less the pro rata cost of liability insurance provided to union members. A challenge to the reduced fee must be made each year by the non-union member. At the time of filing an objection, the non-member shall pay that portion of the reduced fee which has accrued into the escrow account. Collection of service fees for non-members will not begin until after the period for written objection has expired. All such payments of an objecting non-union member required by these procedures shall be paid into the First of America-Central escrow account and shall remain in said account until such time as the arbitrator has issued his or her decision on the proportion of the agency fee that is chargeable to non-members. Thereafter all such funds in the escrow account shall be disbursed in conformity with these procedures.

Non-union employees who become part of the bargaining unit after the MEA has provided the information identified in Step I, shall be provided with the information identified in Step I within 30 calendar days of becoming a member of the bargaining unit and shall have 30 calendar days from the time MEA provides the information in which to give the written notice to the Executive Director of MEA described in Step II. If the non-union employee challenges the reduced fee and the challenge occurs too late to allow the employee to participate in the hearing described in Step III of these procedures, no separate hearing shall be held, but the non-union employee's agency fees will be determined based upon the hearing described in Step III.

## **Step III**

Within 15 calendar days of the deadline for providing written notice challenging the reduced fee, the MEA will initiate the procedure for a consolidated hearing of all objections before an impartial decision-maker. An arbitrator will be selected pursuant to the Rules for Impartial Determination of Union Fees of the American Arbitration Association (said rules being attached to this procedure)\* and the conduct of

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\* A copy of rules has not been included in the Agreement. Copies of the rules are available from the ASSOCIATION and Faculty Personnel Services.

the hearing shall proceed in accordance with those rules, except that the union may not waive oral hearings pursuant to Rule 19.

After the hearing, the arbitrator shall determine the proportion of the agency fee that is chargeable to non-members under applicable law. The arbitrator shall issue the decision and determination not later than 30 calendar days from the closing of the hearing, but in no event later than May 1 of the fiscal year and shall submit copies of the decision to the MEA and to each objector. In no event may the arbitrator determine the agency fee that is chargeable to non-members to be an amount greater than the reduced agency fee.

After the arbitrator's decision, the MEA shall direct the disbursement of all funds in the escrow account, including interest, to the proper parties in accordance with the arbitrator's decision. If the objector has not paid sufficient money into the escrow account, the objector shall be responsible for payment of the difference between the amount determined chargeable by the arbitrator and the amount actually paid into escrow.

The objectors and/or the NEA, MEA, or local association may challenge the arbitrator's decision, pursuant to law, but such challenge, if successful, shall not result in an agency fee greater than that determined by the arbitrator.

## EXHIBIT B\*

TO: Faculty Members

FR: Faculty Personnel Services

RE: Location of Personally-Identifiable Information

You have requested a review of your personnel file. This is to notify you that other offices on campus hold files that may contain personnel records or other personnel-related records of personally-identifiable information which is generally available to you. In addition, there may be offices on campus that have files that contain personally-identifiable information about you that is not a personnel file or a personnel-related record.

Listed below are some offices which may hold files that contain information that identifies you, and the types of information that they may hold. The list is not exhaustive though an attempt has been made to identify most offices and information pertaining to you. As to references to medical records and evaluations, CMU is committed to providing the privacy afforded by applicable state and federal law. Examples of such materials that may be in your personnel records or personnel-related records include but are not limited to leave requests, workers' compensation matters, requested accommodations due to disabilities, and circumstances where job performance is impacted by an employee's medical condition.

1. ACADEMIC SENATE  
University committee assignments; grant applications
2. ADMISSIONS  
Applications; transcripts; recommendations; test scores
3. OFFICE OF CIVIL RIGHTS AND INSTITUTIONAL EQUITY  
Grievances; activity records; racial/ethnic identification records; search waiver request records; and military voluntary self-identification forms
4. CENTRAL HEALTH IMPROVEMENT PROGRAM (CHIP)  
Fitness, rehabilitation, medical, workers' compensation, and accident records
5. COLLEGE OF GRADUATE STUDIES, OFFICE OF RESEARCH AND SPONSORED PROGRAMS  
Applications; transcripts; recommendations; immigration material; on-campus graduate faculty application materials; internal and external grant and contract application materials; Institutional Review Board application materials; test scores; IACUC application materials; research integrity and graduate academic integrity files; patent materials

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\* The provisions of this memorandum are not grievable under the terms of this Agreement.

6. COUNSELING CENTER  
Counseling records
7. HUMAN GROWTH AND DEVELOPMENT LAB  
Medical records
8. HUMAN RESOURCES - STAFF  
Employment application/resume; academic transcripts; personnel transaction forms; salary letters; sick leave/disability certificates or letters; medical records and evaluations, ability to work correspondence; disciplinary records; I-9 and citizenship status records; pre-employment medical examination records; performance evaluations; unemployment claim records; general benefits records; retirement records; tuition benefit plan records; professional development and employee training records; affidavit for other eligible individuals
9. INTERNATIONAL EDUCATION, OFFICE OF  
Visa records
10. LIBRARIES  
Salary data; student evaluation surveys
11. PAYROLL & TRAVEL SERVICES  
Payroll history reports; time and attendance records; salary records; payroll deduction authorizations; retirement contribution reports; direct deposit banking information; employee expense vouchers; business credit card applications; Fed (& MI) W-2, W-4, and W-5
12. GLOBAL CAMPUS  
Resumes; transcripts; applications; teaching approval forms; recommendations; End-of-Course data; personnel transaction forms; performance management records; performance evaluations; course contracts; compensation adjustment information
13. PROVOST'S OFFICE/FACULTY PERSONNEL SERVICES  
Employment application/vitae; academic transcripts; appointment letters; compensation letters; personnel transaction forms; supplemental pay activity; sick leave/disability certificates or letters; medical certifications, ability to return-to-work correspondence; materials concerning reappointment, tenure, and promotion; disciplinary records; sabbatical leave records; grant applications; professional development records; teaching assignments; reclassification correspondence; I-9 and citizenship status records; retirement service award records
14. PSYCHOLOGY CLINIC  
Medical records
15. PUBLIC RELATIONS AND MARKETING  
Curriculum vitae; background information; news releases; summary of areas of expertise

16. REGISTRAR  
Transcripts
17. RESIDENCE LIFE  
Rental applications and agreements
18. SCHOOL/COLLEGE OR DEPARTMENT IN WHICH EMPLOYED  
Employment application/vitae; medical certifications, ability to return-to-work correspondence; academic transcripts; personnel transaction forms; salary letters; sick leave/disability certificates or letters; materials concerning reappointment, tenure, and promotion; disciplinary records; sabbatical leave records; grant applications; professional development records; teaching assignments; reclassification correspondence; performance evaluations
19. STUDENT EMPLOYMENT SERVICES  
Student employment records
20. UNIVERSITY HEALTH SERVICES  
Medical records

FPS 8/05

## **MEMORANDUM OF UNDERSTANDING INTEGRATING GLOBAL CAMPUS AND MAIN CAMPUS SCHEDULES**

This Memo of Understanding is made between the Faculty Association and University to develop collaborative approaches concerning the scheduling and staffing of courses among main Campus departments and colleges, main Campus Enrollment and Student Services, and Global Campus.

Recognizing that there are incongruities between main Campus and Global Campus projected course scheduling timeframes (i.e., Global Campus schedules offerings 2-3 years out and main Campus 6-9 months out), the parties understand that the current arrangement creates issues with both scheduling and staffing of courses.

In addition, although there is increased communication between main Campus and Global Campus to schedule offerings, there still remains a scheduling independence by both parties that creates inefficiencies and redundancies on the number and delivery format (e.g., online or face to face) of course sections as well as issues related to the timing of course staffing.

Examples include:

1. When considering the scheduling of the same course independently by both main and Global Campus, too many course sections may be offered to meet total student demand. After students make registration choices, some course sections may need to be cancelled.
2. Online sections of the same course are scheduled by Global Campus, which may impact enrollments in the main Campus face-to-face course. The fact that main Campus students may choose to take the Global Campus online version rather than the Central Campus face to face offering creates last minute faculty work load issues for department chairpersons and deans.

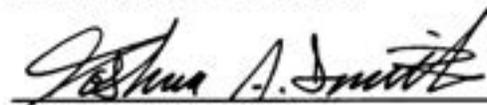
Both parties agree that these issues need to be resolved in a reasonable period of time.

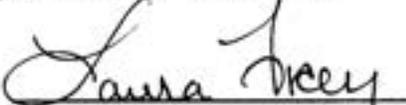
Therefore, University scheduling teams agree to engage in good faith discussions to identify, develop, and implement a collaborative scheduling process that will meet student and/or program demand in support of the University's objectives to enhance student success and increase student degree completion. This collaborative scheduling process should also include staffing strategies for all course formats and locations.

Both parties agree that a process will begin in Fall 2014 for main Campus (through departments, program directors, colleges, the Provost's office, the Registrar's office, and other appropriate units within main campus including Enrollment and Student Services) and Global Campus representatives to develop a collaborative course schedule compatible with the Global Campus timeframe and course offerings. The length of the collaborative schedule will be determined later. As this process evolves and is implemented, Global Campus will continue to communicate its schedule to main Campus departments and colleges. Global Campus will have the right to maintain flexibility in scheduling to meet student and market demand. Nevertheless, collaborative processes will also be developed to

improve efficiencies between main Campus and Global Campus to coordinate the scheduling of courses that meet both student and program needs. It is the parties' goal to implement the collaborative schedule no later than Fall 2016. It is understood that the staffing of Global Campus courses will continue to follow processes as outlined in the CMU-FA Agreement.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Joshua Smith, President

  
\_\_\_\_\_  
Laura Frey, Co-Chair

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

FOR CMU:

  
\_\_\_\_\_  
George E. Cross, President

  
\_\_\_\_\_  
Michael A. Gealt, Provost

  
\_\_\_\_\_  
Dennis R. Armistead, Executive Director

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Criterion 2 Evidence  
Code of Student Rights, Responsibilities and  
Disciplinary Procedures

# Code of Student Rights, Responsibilities and Disciplinary Procedures

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This publication presents the Code of Student Rights, Responsibilities and Disciplinary Procedures at Central Michigan University. It establishes the procedures followed and outlines the possible consequences for students found in violation of the "Code of Conduct." The disciplinary procedures outlined in this document do not replace or substitute for filing charges through law enforcement agencies if it is determined that such action is appropriate.

This document originally was formally adopted by the Board of Trustees for Central Michigan University on December 16, 1972. Since that time, it has been periodically reviewed and revised as needs changed. This revision was approved by the President and the Board of Trustees on June 24, 2014 and amended by the President on December 12, 2014 and March 16, 2015.

The President is responsible for promulgating rules and regulations pertaining to student rights and responsibilities, including regulations governing student organizations, in keeping with the policies and goals established by the Board of Trustees. In fulfilling this responsibility, the President is obligated to assure the right of due process for students.

The President has designated the Associate Vice President for Student Affairs as the person charged with the administration of student discipline. The Associate Vice President for Student Affairs appoints Conduct Proceedings Officers to answer questions concerning the rights and responsibilities of students, to receive complaints as they are reported, and to follow through with discipline cases to their resolution.

Student Affairs Office  
March 16, 2015

## 1. Preamble

The students, faculty, and staff of Central Michigan University constitute an academic community that is committed to the preservation, communication, and discovery of knowledge, and to the active pursuit of truth. Consistent with this purpose, the university recognizes its obligation to afford each student the opportunity to develop his or her educational potential while retaining free exercise of rights and freedoms as a citizen. Such opportunity should be limited only by the necessity of insuring equality of opportunity to all students, and by the corollary requirement of orderly operation of the educational processes. Each member of the Central Michigan University community assumes an obligation regarding self-conduct to act in a manner consistent with a

respect for the rights of others and with the university's function as an educational institution. As guides for individual and group actions within this community, the university affirms the following general principles of conduct. These principles serve as the basis for regulations concerning student conduct.

**1.1** The community requires a system of order supportive of the educational process that is the purpose of the university. Primary responsibility for preserving the system of order rests upon the individuals making up the community. Each individual must accept responsibility for his or her own actions and values and for recognizing that such actions and values affect the whole community. Implicit in the community's recognition of the rights of the individual is an obligation on the part of the individual to accept responsibilities toward the community.

**1.2** Even though there is a diversity of opinion regarding many ethical and moral standards, each person should endeavor to maintain self conduct in a manner consistent with respect for others and thoughtful consideration for the needs of society. In social relationships generally, including relations involving the civil, property, and personal rights of others, each individual has an obligation to act in a manner consistent with these fundamental values.

**1.3** The educational function depends upon honesty, integrity, and respect for truth. Any action not consistent with these principles is unacceptable.

**1.4** As part of the democratic tradition, members of the community should be free to study and act upon social issues, including issues affecting the university. Each person ought to learn and practice the art of thoughtfully examining controversial issues, expressing views individually and as a group member responsibly, and in a manner that is consistent with the educational purpose of the university.

**1.5** The university community recognizes the need for the development of personal ethics and philosophies. The members of this community should be committed to broad personal growth and development in society, realizing that each individual has both the freedom and obligation to make ethical choices and to accept the attendant responsibilities.

## **2. Student Rights**

Free inquiry and free expression are essential attributes of a community of scholars. The freedom to learn depends upon appropriate opportunities and conditions in the classroom, on the campus generally, and in the community at large. The responsibility to secure and respect general conditions conducive to the freedom to learn is shared by all members of the university community. Students should strive to develop the capacity for critical judgment and the ability to engage in a sustained and independent search for truth, while endeavoring to exercise their freedom with maturity and responsibility. As students undertake to fulfill the obligations and duties outlined in this document, the university community of which they are a part undertakes to respect the basic freedoms of students.

### **2.1 Rights of Students**

In recognition of students' rights and dignity as members of the university community, Central Michigan University is committed to supporting the following principles and to protecting those rights guaranteed by the Constitution, the laws of the United States and the State of Michigan, local ordinances, and the policies adopted by the Board of Trustees.

**2.1.1** Students have the right to free inquiry, expression and association.

**2.1.2** Students have the right to editorial freedom in student publications and other student media, e.g. CM Life, Framework, WMHW, and MHTV.

**2.1.3** Students have the right to representation on the appropriate, designated bodies.

**2.1.4** Students accused of misconduct or of violating university policy have the right to have a determination of their violation or non-violation in accordance with university procedures.

**2.1.5** Students have the right to protection against improper disclosure of their student records.

**2.1.6** Students have the right of access to their personal educational records.

**2.1.7** Students have the right to access all policies, rules and decisions concerning their continued enrollment, and to the required course materials and facilities necessary to pursue their studies.

**2.1.8** Students have the right to educational programs that meet the objectives of the master syllabus, to teaching consistent with those objectives, and to a learning environment that encourages the students' engagement with their education.

**2.1.9** Students have the right to be informed by the faculty near the beginning of each course about course requirements, evaluation procedures, and evaluation criteria to be used, and the right to expect that those criteria be employed. Faculty members have the authority to change a course syllabus after the beginning of the semester and are expected to inform students of these changes in a timely manner.

**2.1.10** Students have the right to take reasoned exception to the data or views offered in any course of study; they are, however, responsible for learning the content of any course of study for which they are enrolled.

**2.1.11** Students have the right to be evaluated solely on relevant academic criteria and to have protection against arbitrary or capricious academic evaluation as described in the "Grade Grievance Policy" in the University Bulletin.

**2.1.12** Students have the right to request and receive timely assessment of their academic work by the instructor, or in the case of graduate students by their thesis/dissertation/Plan B committee chairperson and committee members.

**2.1.13** Students have the right to request and receive a reasonable and timely review of their grades by the instructor.

**2.1.14** Students have the right of complaint about academic matters if they believe their rights have been violated. When not covered by another policy, a complaint is properly filed by presenting the issue first to the faculty member or thesis, doctoral research project or dissertation committee chairperson. If not resolved, the student may take the issue to the department chairperson. If not resolved at this level, the student may take the complaint to the office of the dean of the academic college or the Dean of the College of Graduate Studies.

## **2.2 Relationships with the University**

**2.2.1** As citizens, students have the same duties and obligations as do other citizens and enjoy the same freedoms of speech, press, religion, peaceful assembly, and petition that other citizens enjoy. In all of its dealings with students, the university will respect the rights guaranteed to them by the Constitutions and laws of the United States, the State of Michigan, and local ordinances.

**2.2.2** All registered student organizations are open to all students without respect to race, religion, creed, sexual orientation, gender, disability, or national origin except that certain organizations (e.g. social fraternities and sororities) are restricted as to gender, as allowed under Title IX of the Education Amendments of 1972.

**2.2.3** Students individually and collectively are free to examine and to discuss all questions of interest to them, including questions relating to university policies, and to express opinions publicly and privately. They are free to support causes by any orderly means that do not disrupt the operation of the university.

## **2.3 Responsibilities of Students and Faculty**

Students should conscientiously strive to complete course requirements as stated, and accept responsibility to contribute positively to the learning environment established by faculty. Proper evaluation of students in a course is based solely on performance in meeting appropriate standards established and communicated by the instructor for that course. Each course has a master syllabus approved through university curricular processes, which includes a description of the scope of the course and a list of the goals and objectives of the learning experience. Faculty members assigned to teach a course develop a course outline, based on the master syllabus, to provide students with greater specificity about how the course will be conducted in order to accomplish the intended goals and objectives. Proper evaluation of progress of graduate students in thesis or dissertation work or other research projects is based on attainment of objectives established by the chair of the student's committee according to written departmental guidelines.

## **2.4 Relationships with Law Enforcement Agencies**

In addition to filing complaints under these regulations, victims are encouraged to report crimes to the appropriate law enforcement agency. The CMU Police Department is the designated law

enforcement agency for crimes committed on campus. As members of the local community, students are expected to cooperate with all law enforcement agencies.

## **2.5 Confidentiality of Information**

All information about students' views, beliefs, and political associations that members of the university acquire in the course of their work as teachers, administrators, advisers, and counselors is confidential. Improper disclosure of confidential information is a serious violation of the obligations of a member of this university community. Judgments of a student's ability and character, however, may be provided under appropriate circumstances.

## **2.6 Student Associations**

Students are free to form and join associations that advance the common interest of their members. Activities of such organizations must be conducted in accordance with university regulations and public law.

# **3. Responsibilities of Students**

## **3.1 General Regulations Concerning Student Conduct**

**3.1.1** The Board of Trustees is responsible for promulgating policies regarding student conduct at Central Michigan University. The President, as its executive officer, is the final authority in all discipline cases. The Vice President for Enrollment and Student Services is the designated officer responsible to the president for conducting discretionary review of a decision of the Appeals Board to suspend a student for more than one week or to dismiss a student. The Associate Vice President for Student Affairs is the designated officer responsible to the President for the administration of student conduct policies, with the exception of research misconduct or violation of academic integrity by a graduate student, which are delegated to the Dean of the College of Graduate Studies. All misconduct of students, except that governed by the Dean of the College of Graduate Studies, is reported to the Associate Vice President for Student Affairs or to the persons designated by the AVP for Student Affairs to receive such reports.

**3.1.2** The university shall take disciplinary action in cases concerning a student's actions or offenses occurring within or affecting people on property within the physical boundaries of Central Michigan University, on or affecting university owned or controlled property, or when the student is in attendance at a university sponsored event, or when the interests of the university as a community, are clearly involved. Only where the health and safety of members of this community, are clearly involved shall the special authority of the university be asserted in other cases.

Students subject to the provisions of this Code are defined as all persons who have enrolled at the university, either full-time or part-time, pursuing undergraduate, graduate, or non-degree studies. Persons who have been enrolled at the university, and who have not withdrawn, are

students even when they are not enrolled for a particular term. Students also include persons who have been admitted to the university and who, before their first attendance, participate in activities intended only for prospective students (e.g., orientation, leadership, band, or other camp, athletic training and practices).

### **3.2 Specific Regulations Concerning Student Conduct**

**3.2.1 Academic Dishonesty.** Written or other work that a student submits in a course shall be the product of his/her own efforts. Plagiarism, cheating, and all other forms of academic dishonesty are prohibited. Students are expected to adhere to the ethical and professional standards associated with their programs and academic courses. Alleged violations of this section shall be adjudicated in accordance with CMU's Policy on Academic Integrity. Copies of the Policy on Academic Integrity may be accessed via the Office of Student Conduct website (<https://www.cmich.edu/ess/studentaffairs/StudentConductOffice/Pages/default.aspx>).

**3.2.2 False Information.** A student shall not furnish, or attempt to furnish, false or misleading information to university officials or on official university records. Furthermore, a student shall not forge, alter, or misuse the university name, the name of any university employee, documents, records of identification, or attempt to do the same.

**3.2.3 Disruption of Learning.** A student shall not obstruct, disrupt or interfere, or attempt to obstruct, disrupt or interfere with another student's right to study, learn or complete academic requirements. This includes acts to destroy or prevent or limit access to information or records used by other students in connection with their university responsibilities.

**3.2.4 Disruptive Behavior During Class.** A student shall not obstruct, disrupt or interfere, or attempt to disrupt or interfere with another student's right to study, learn, participate, or a teacher's right to teach during a class. Whether in the classroom or online, this includes but is not limited to such behaviors as talking at inappropriate times, drawing unwarranted attention to him or herself, engaging in loud or distracting behaviors, or refusing to leave a classroom when ordered to do so.

**3.2.5 Disruption of University Authorized and Scheduled Events.** A student, group of students, or registered student organization shall not obstruct or disrupt, or attempt to obstruct or disrupt, teaching, research, administration, disciplinary procedures, or other university activities. This includes, but is not limited to: acts to destroy or prevent or limit access to information or records used by other students in connection with their university responsibilities or impeding classes, the carrying forward of the university's business, or the arrangements for properly authorized and scheduled events. A person attempts to disrupt when, with the intent to disrupt, that person does any act that constitutes a material step toward disruption.

**3.2.6 Access to Facilities.** A student shall not enter, or attempt to enter, closed university facilities or facilities clearly under the authorized control of another individual, e.g., student vehicles, rooms or apartments; disrupt or attempt to disrupt, the scheduled use of university

facilities; block, or attempt to block, access to or from university facilities; or remain within, or attempt to remain within, university facilities after their closing unless authorized to do so by the President, or the President's designated representative, or the student authorized to and in control of said facility or facilities.

**3.2.7 Threat/Endangerment/Assault.** A student shall take no action that threatens or endangers the safety, health, or life, or impairs the freedom of any person, nor shall a student make any verbal threat of such action. This includes actions commonly understood to constitute assault or battery.

**3.2.7.1 Sexual Assault.** A student shall adhere to the university's Sexual Misconduct Policy (#3-39) and the policies contained therein. Copies of the Policy on Sexual Misconduct may be accessed via the Office of Student Conduct website (<https://www.cmich.edu/ess/studentaffairs/StudentConductOffice/Pages/default.aspx>).

**3.2.8 Disruptive Self-Injurious Behavior.** A student shall not engage or threaten to engage in self-injurious behavior that negatively impacts or is disruptive to the learning/living environment of others.

**3.2.9 Property Damage.** A student shall take no action that damages or tends to damage property not the student's own.

**3.2.10 Theft.** A student shall not appropriate for the student's own use, sale, or other disposition, property not the student's own without consent of the owner or the person legally responsible for it. This includes embezzlement, misappropriation and/or theft of university and/or student organizational resources and theft of personal information.

**3.2.11 Disorderly Conduct.** A student shall not act as a disorderly person or engage in disorderly conduct or disturb the peace, as defined by state statute or local ordinance. This includes acts of indecent exposure or lewd conduct.

**3.2.12 Controlled Substances.** A student shall not possess, use, manufacture, produce, or distribute, or aid in the use, manufacture, production, or distribution of, any controlled substance except as expressly permitted by law and university policy. Violation of the Residence Life Alcohol and Controlled Substances Policy is a violation of this section. Controlled substances are defined in the Controlled Substances Act of 1971, as amended.

The use or abuse of prescription drugs or over-the-counter substances, such as inhalants or herbals, in any way other than the intended or appropriate use, may be interpreted as a violation under this policy.

**3.2.13 Violation of Alcohol Policy.** A student shall not possess, consume or furnish, or aid in the consumption or furnishing of, alcoholic beverages except as permitted by law and university policy. Violation of the Residence Life Alcohol & Controlled Substances Policy is a violation of this section.

**3.2.14 Firearms/Explosives/Weapons.** A student shall not possess or use firearms; explosives (including, but not limited to, fireworks and black powder); dangerous chemicals; weapons; knives with a blade longer than three inches, hunting knives, fixed blade knives, switchblade knives, throwing knives, daggers, razors, other cutting instruments the blade of which is exposed; or items that forcibly eject projectiles (including BB, CO<sub>2</sub>-powered, pellet and air soft guns); and any other device that may be injurious to others, except as part of an approved university activity and under the supervision of a university official. Firearms (including BB, CO<sub>2</sub>-powered, pellet and air soft guns) may not be stored in university residences. Any replica of any of the foregoing weapons is also prohibited. Firearms used for hunting must be properly registered with the CMU Police Department and stored in compliance with university regulations.

The state of Michigan has enacted a concealed carry law that prohibits carrying a concealed pistol into a dormitory (residence hall) or classroom of a university.

**3.2.15 Complying with University Agents.** A student shall comply with the directions of university agents acting in the performance of their regular or delegated duties and must identify him self or her self to these agents upon request.

**3.2.16 Payment of Fines/Restitution.** A student shall pay fines or restitution levied by a proper hearing body or university authority by the deadline established.

**3.2.17 Misuse of Buildings/Facilities/Services.** A student must observe rules and regulations concerning the use of campus buildings and other university owned or operated facilities, vehicles, equipment and services.

**3.2.18 Computer Abuse.** A student shall not abuse university computer time or equipment, including but not limited to: CMU-hosted Blackboard, online chat rooms, Skype meetings and other social media technologies, when such resources are accessed or utilized using CMU's computers, networks, servers, or other CMU-provided technologies. Abuse includes but is not limited to: unauthorized entry or transfer of a file, unauthorized downloading or uploading of copyrighted information, unauthorized use of another individual's identification and password; use of computing facilities to interfere with the work of a student, faculty members or university officials; or use of computing facilities to interfere with normal operation of the university; or improper use of the learning management system (LMS) and digital environments. A student shall adhere to the rules and practices promulgated by the university Office of Information Technology ([www.oit.cmich.edu](http://www.oit.cmich.edu)) and the policies contained therein, including but not limited to the Copyright Infringement Responsible Use of Computing and Data Stewardship Policies.

**3.2.19 Bullying/Hazing/Harassment.** A student shall not bully, haze or harass any person or group of persons. Telephone harassment, texting, email, computer or online social media harassment, are included under this policy, as are all other forms of bullying and harassment.

**3.2.20 Civil Disorder.** A student shall not participate in a riot or civil disorder, which is defined as five or more persons, acting in concert, who intentionally or recklessly cause or create a serious risk of causing public terror or alarm.

**3.2.21 Aiding Civil Disorder.** A student shall not, intending to cause or aid or abet the institution or maintenance of a riot or civil disorder, act or engage in conduct which urges other persons to commit acts of unlawful force or violence or the unlawful burning or destroying of property or the unlawful interference with a police officer, peace officer, fireman or member of the Michigan National Guard or any unit of the armed services officially assigned to civil disorder duty in the lawful performance of his/her duty.

**3.2.22 Participation in Riot.** A student shall not assemble or act in concert with four or more persons for the purpose of engaging in conduct which creates a serious risk of a riot or civil disorder or be present at an assembly that either has or develops such a purpose and remain there after an order has been given to disperse.

**3.2.23 Violation of Injunction.** A student shall not violate the terms of any injunction regulating conduct in Isabella County or the terms of the Mt. Pleasant Nuisance Party Ordinance during and as part of a riot or civil disorder.

**3.2.24 Discrimination.** Violation of the CMU Nondiscrimination Policy or the Equal Opportunity and Affirmative Action protocol shall be treated as an offense under these regulations.

**3.2.25 Violations by Registered Student Organizations.** Violation by Registered Student Organizations of these regulations, and other rules pertaining to Registered Student Organizations as outlined in the Student Organization Operational Guide shall be treated as an offense under these regulations.

**3.2.26 Violation of Residence Hall Rules.**

Violation of "Residence Hall Rules" shall be treated as an offense under these regulations.

**3.2.27 Collusion.** A student who shall with any one or more persons enter into a combination or agreement, expressed or implied, to commit a violation of any of these regulations, is in violation of the regulation. Students are responsible for the actions of their guests while present on CMU property or at university sponsored activities.

**3.2.28 Aiding/Abetting.** A student implicated in the violation of any regulation in this document, whether he or she directly commits the act constituting the violation or procedures in connection with it, or aids or abets in its commission, may be treated under the regulations as if he or she had directly committed such violation.

**3.2.29 Violation of Federal/State/Local Law.** Violation of federal, state or local law in a manner that affects the university shall be treated as an offense under these regulations.

**3.2.30 Retaliation.** A student, group of students, or registered student organization shall not retaliate against any student who files a complaint or grievance; requests an administrative hearing; participates in an investigation; appears as a witness in an administrative hearing; or opposes an unlawful act, discriminatory practice, or policy.

**3.2.31 Violation of University Regulations.** Violation of other university regulations, policies or established procedures shall be treated as an offense under these regulations.

**3.2.32 Unauthorized Fires.** No student shall start or allow to be started a fire with the intent to destroy property including their own and/or rubbish.

**3.2.33 Arson.** A person who uses, arranges, places, devises, or distributes an inflammable, combustible, or explosive material, liquid, or substance or any device in or near a building, structure, other real property, or personal property with the intent to commit arson or who aids, counsels, induces, persuades, or procures another to do so is in violation of arson.

## 4. Official University Sanctions

**4.1 Sanctions.** Sanctions that may be imposed for violation of university regulations include the following:

**4.1.1 Reprimand:** A written reprimand, including the possibility of more severe disciplinary sanctions in the event of the finding of a subsequent violation of university regulations within a stated period of time.

**4.1.2 Restitution:** Reimbursement for defacement, damage to, or misappropriation of property. The person or body imposing this sanction may impose another allowed sanction as an alternative if restitution is not made within the time specified.

**4.1.3 Fines:** Fines may be levied. In no circumstance shall the fine levied exceed \$1,000. Failure to pay a fine in the time limit prescribed shall result in further disciplinary action.

**4.1.4 Removal from University Housing:** Cancellation of contract and requirement to vacate university housing within a specified period of time. If housing is not vacated within the prescribed time, additional sanctions shall be imposed.

**4.1.5 Campus Restrictions:** Limitations on the times and/or places where a student may be present on campus. If said restrictions are not observed, additional sanctions shall be imposed.

**4.1.6 Educational Programs:** Participation in educational programs, i.e., workshops, seminars, or other educational activities may be required. The person or body imposing this sanction shall impose another sanction as an alternative if the specified program is not completed within the time stipulated and may impose additional sanctions.

**4.1.7 Revocation of the Privilege of being a Registered Student Organization**

**4.1.8 Disciplinary Probation:** Subjection to a period of critical examination and evaluation of behavior. In addition to any of the sanctions set forth above, the student or organization may be

placed on probation for a stated period. Placement on probation may include additional restrictions or requirements, including but not limited to the following:

- a) Withdrawal of the privilege of campus registration of a motor vehicle,
- b) Withdrawal of the privilege of membership in a campus organization,
- c) Withdrawal of the privilege of holding office in a campus organization,
- d) Withdrawal of the privilege of representing the university in any inter-university event
- e) Requirement to complete a specified number of credit hours with a specific grade point average during the current or subsequent academic session.
- f) Requirement to complete coursework related to the violation.
- g) Withdrawal of the privilege of using computing resources.
- h) Completion of work or other service to be provided to the university or other organization within a specified time. The person or body imposing this sanction may impose another allowed sanction as an alternative if the specified service is not completed within the time stipulated, and may impose additional sanctions.

A condition of probation may be that automatic suspension or dismissal of a student or organization shall occur upon a determination (under the procedures set forth in Article 5 herein) that a violation of a condition of probation or any other violation has occurred.

**4.1.9 Suspension/Dismissal from an Academic Program:** Exclusion from an academic program as set forth for a definite or indefinite period of time.

**4.1.10 Suspension:** Exclusion from classes and other privileges or activities as set forth for a definite period of time. Suspension may include exclusion from the campus and property belonging to the university for a stated period of time and may require an independent evaluation supporting the student or organization's return, with which CMU concurs.

**4.1.11 Dismissal:** Permanent termination of student status.

#### **4.2 Additional Sanctions**

Sanctions in addition to those listed in Article 4.1 may be established by the university.

#### **4.3 Temporary Suspension**

The university reserves the right to suspend a student, summarily and without notice, if in the judgment of the President of the university or the President's representative a student's presence would constitute a continuing danger to the person himself/herself, other persons or property, or that the operation of the university would be seriously impaired. In the case of temporary

suspension, the student will be given written notice of the charges against him or her following the conclusion of any related investigations and a hearing before a Hearing Officer will be held as soon as possible considering the complexities of the matter and the status of any related criminal proceedings.

#### **4.4 Automatic Sanctions for Grave Offenses**

Certain grave offenses require that the sanctions be stipulated in advance and imposed automatically. The following shall be breaches of the student conduct regulations for which the minimum sanction of suspension is mandatory:

**4.4.1** Bomb threat or knowingly false bomb warning.

**4.4.2** Willful destruction of property worth more than \$1,000.

**4.4.3** Willful disruption of scheduled university activities.

**4.4.4** Violence against persons that results in bodily injury requiring substantial medical treatment or death.

**4.4.5** Administering or causing to be administered to any person unknowingly or against the person's will any "Controlled Substance" as defined in the Controlled Substances Act of 1971, as amended.

**4.4.6** Sale or distribution of, or aiding or assisting in the sale or distribution of, any "Controlled Substance" as defined in the Controlled Substances Act of 1971, as amended.

**4.4.7** Possession of a firearm or any other dangerous weapon as described in Section 3.2.14.

**4.4.8** Participation in a riot or civil disorder as described in Section 3.2.20 or 3.2.22.

**4.4.9** Urging other persons to commit unlawful acts during a riot or civil disorder, as described in 3.2.21.

**4.4.10** Being present at a riot or civil disorder after an order has been given to disperse.

**4.4.11** Violations of Sections 3.2.7 (Threat/Endangerment/Assault), or 3.2.9 (Property Damage) during a riot or civil disorder.

**4.4.12** Violation of the terms of any injunction regulating conduct in Isabella County or the terms of the Mt. Pleasant Nuisance Party Ordinance during and as a part of a riot or civil disorder.

**4.4.13** Violation of section 3.2.33 (Arson).

## 5. Student Hearing Procedures for Charged Violation of Student Conduct Regulations

### 5.1 Intake Conduct Proceedings Officer

**5.1.1** A charge may be made to the Conduct Proceedings Officer by any member of the university community or may be brought by the Conduct Proceedings Officer on one's own initiative stating that a student has violated the Specific Regulations Concerning Student Conduct (3.2). Students subject to the provisions of this Code are defined as all persons who have enrolled at the university, either full-time or part-time, pursuing undergraduate, graduate, or non-degree studies. Persons who have been enrolled at the university, and who have not withdrawn (or been academically dismissed), are students even when they are not enrolled for a particular term. Students also include persons who have been admitted to the university and who, before their first attendance, participate in activities intended only for prospective students (e.g., orientation, leadership, band, or other camp, athletic training and practices).

**5.1.2** One or more Conduct Proceedings Officers shall be appointed by the President or the President's designated representative. The Conduct Proceedings Officer will make, or cause to be made, an investigation of the charge.

**5.1.3** If, from the investigation, the Conduct Proceedings Officer determines the matter may be reason for discipline under the student conduct regulations, the Conduct Proceedings Officer will notify the student that a charge has been made and will offer the student an opportunity to discuss the matter.

If notified by either United States mail or by university email, the notice will be mailed to the last address for the student on file with the university Office of the Registrar. The notice will be deemed received two (2) business days following the date the notice is posted at facilities of the United States Post Office (for U.S. Postal mail) or immediately upon delivery for electronic mail. In the absence of mailing, personal delivery to the student cited, or delivery to the last address on file in the Office of the Registrar constitutes proper notice. If personal delivery to the student or delivery to the last address is used, the date notice is so delivered shall be deemed the date the notice is received.

The student will have two (2) business days from the date of receipt (through any of the mediums listed above) in which to respond to the notice. If the student has not responded at the end of this two-day period, the Conduct Proceedings Officer will set up a hearing.

**5.1.4** The student may bring an advisor of the student's choice to the discussion with the Conduct Proceedings Officer. If the student's advisor is an attorney, the student must notify the Conduct Proceedings Officer of this at least three (3) business days in advance of the discussion. The advisor's role is limited to providing advice to the student. The advisor is not permitted to ask or answer questions or make oral arguments. Any case presented must be made by the student.

**5.1.5** If the student chooses to discuss the matter, the Conduct Proceedings Officer will at the discussion inform the student of the charge(s) and the regulation(s) which are alleged to have been violated and will explain to the student the process outlined in this document.

**5.1.6** If the charge is against a graduate student for a violation of the Policy on Academic Integrity, then the matter will be handled under Section 6.

### **5.1.7 Student Admits Violation**

**5.1.7.1** If the student admits to the violation, the Conduct Proceedings Officer may:

- a) Issue a sanction
- b) Order that the sanction be set by a university Hearing Officer, or
- c) Enter into a written, mutually acceptable, behavioral contract with the Student and/or
- d) Refer the student for counseling.

**5.1.7.2** The student charged or the person or group who first brought the charge, or the university, may appeal the sanction (except the terms of a behavioral contract), by a letter delivered to the Office of the Conduct Proceedings Officer or university Hearing Officer within five (5) business days after the Conduct Proceedings Officer has set the sanction. Since admission of the violation by the student is a prerequisite to the Conduct Proceedings Officer acting under this section, such an appeal will only be as to the appropriateness of the sanction and not the fact of whether the violation occurred.

Once a student admits a violation for which there is an automatic sanction, the sanction is automatically imposed and only the terms of a suspension may be appealed. The appeal is to the Appeals Board.

### **5.1.8 Student Does Not Admit Violation**

After discussion with the student, the Conduct Proceedings Officer may determine that the matter requires no further action.

The Conduct Proceedings Officer will refer the matter for hearing if:

**5.1.8.1** The student denies the charge and the Conduct Proceedings Officer determines the matter may be reason for discipline.

**5.1.8.2** The student chooses not to discuss the matter at the discussion offered by the Conduct Proceedings Officer. The student will be notified of the date and time of the hearing.

### **5.1.9 Alternative Resolution**

**5.1.9.1** Mutual Settlement. In lieu of referral to a hearing or prior to a student's admission of a violation of the Code, the Conduct Proceedings Officer may offer or accept mutual settlements of

any charged violations under this code. Settlements shall be in writing and shall state the conditions of the agreement and any sanctions imposed. Mutual settlements may not be appealed.

Cases not settled in a timely manner shall proceed to a hearing.

**5.1.9.2 Counseling.** In lieu of, or in addition to, a sanction or referral to a hearing the Conduct Proceedings Officer may refer the student for psychological counseling.

**5.1.9.3 Behavioral Contract.** In lieu of, or in addition to, a sanction or referral to a hearing, the Conduct Proceedings Officer may arrange a behavioral contract with the student. A behavioral contract is a mutually acceptable agreement between the university and a student that specifies certain behavior with which the student must comply, and specifies automatic sanctions that will be imposed if the contract is broken. If the contract is broken, as determined by a finding of fact under procedures set forth in Article 5 herein, the student may be suspended from the university as determined by the Conduct Proceedings Officer. In cases where suspension is automatic under the terms of a behavioral contract, a hearing to determine if the contract has been broken will be on fact only.

**5.1.9.4 Referral to Behavioral Evaluation Team.** In lieu of referral to a hearing, the Conduct Proceedings Officer and the student may agree to a referral to a process provided by the Care Team, Care Team Coordinator, or Behavioral Evaluation Team. This option is available in situations where the alleged conduct of the student appears to be related to a mental health concern(s) or emotional issues(s).

## **5.2 Hearings**

There are two hearing forums: The university Hearing Officer and the university Hearing Body. The Conduct Proceedings Officer will assign a case to one of these forums, except that in cases where there is potential for a sanction of suspension or dismissal, the student may choose which hearing forum will hear the case. The student will have two (2) business days from the date of the meeting with the Conduct Proceedings Officer to make a final choice in writing to the Conduct Proceedings Officer. If no such timely choice is made, the Conduct Proceedings Officer will designate whether the case will be heard by a Hearing Officer or Hearing Body. The student will be notified of the time and date of the hearing.

### **5.2.1 University Hearing Officer**

**5.2.1.1** One or more university Hearing Officers will be appointed by the President or the President's designee and must participate in the appropriate training sessions regarding the Code of Student Rights, Responsibilities and Disciplinary Proceedings.

**5.2.1.2** The university Hearing Officer will be assigned by the Associate Vice President for Student Affairs, or the Director of the Office of Student Conduct, as the designee of the Associate Vice President for Student Affairs, to hear the case.

**5.2.1.3** The university Hearing Officer, based on the information presented at the hearing, determines whether the student charged violated the student conduct regulations, and sets the sanction, when applicable. Failure to complete the terms of the sanction may result in suspension from the university as determined by the Conduct Proceedings Officer. Certain violations have automatic sanctions imposed according to Section 4.4. In such cases, the university Hearing Officer will decide if a violation has occurred and, if so, the terms of a mandatory sanction.

## **5.2.2 University Hearing Body**

**5.2.2.1** The university Hearing Body consists of one university Hearing Officer and two students.

**5.2.2.2** The students will be selected from a pool of students who are approved by the Vice President for Enrollment and Student Services or his/her designee in consultation with the Student Government Association and must participate in the appropriate training sessions regarding the Code of Student Rights, Responsibilities and Disciplinary Proceedings.

**5.2.2.3** The university Hearing Body, based upon the information presented at the hearing, determines whether the student charged violated student conduct regulations, and sets the sanction, when applicable. Failure to complete the terms of the sanction may result in suspension from the university as determined by the Conduct Proceedings Officer. Certain violations have automatic sanctions imposed according to Section 4.4. In such cases, the university Hearing Body will decide if a violation has occurred and, if so, the terms of a mandatory sanction.

## **5.2.3 Hearing Procedures**

**5.2.3.1** In all disciplinary hearings, the burden of proof rests with the Conduct Proceedings Officer, who must prove by a preponderance of evidence that a violation has occurred.

**5.2.3.2** The student charged may have an advisor of the student's choice present at the hearing. If the student's advisor is an attorney, the student must notify the Conduct Proceedings Officer of this at least three (3) business days in advance of the hearing. The advisor's role is limited to providing advice to the student. The advisor is not permitted to ask or answer questions or make oral arguments. Any case presented must be made by the student.

**5.2.3.3** A record of the hearing, made by an audio recording device, will be kept by the Conduct Proceedings Officer at least until the appeal time is exhausted. The Conduct Proceedings Officer, on behalf of the university, will maintain all copies of these recordings.

**5.2.3.4** A university Hearing Officer presides at all hearings.

**5.2.3.5** Hearing notifications and procedures will be communicated to the charged student at least twenty-four (24) hours before the hearing.

**5.2.3.6** The Hearing Officer or Hearing Body will issue a written decision within ten (10) business days to the Conduct Proceedings Officer stating if a violation has been found, what facts support this finding, and the sanction(s) to be imposed.

**5.2.3.7** A decision letter will be emailed to the student within three (3) business days from the date the decision is received by the Conduct Proceedings Officer.

**5.2.3.8** The student charged has the right to cross-examine the complainant and any witnesses in the case against him or her. The Hearing Officer, however, has the right to determine the method the cross-examination will take (direct confrontation, submission of written questions, or any other method that, in the Hearing Officer's opinion, will elicit the desired testimony).

### **5.3 Complainant's Rights**

Central Michigan University recognizes that complainants have rights that need to be protected as well as those of the person who is cited.

**5.3.1** The complainant has the right to have a person of his or her choice accompany him or her throughout the disciplinary hearing.

**5.3.2** The complainant has the right to remain present during any disciplinary or appeal hearings.

**5.3.3** The complainant has the right to submit an "impact statement" and to suggest an appropriate sanction if the person cited is found in violation of the Code of Student Rights, Responsibilities and Disciplinary Procedures.

**5.3.4** The complainant has the right to be informed in a timely manner of the outcome of the hearing regarding the findings and the sanction.

**5.3.5** The complainant has the right to appeal either the findings or the sanction.

**5.3.6** In cases involving sexual assault, the complainant has the right not to have his or her irrelevant past sexual history discussed during the hearing.

**5.3.7** The complainant has the right to cross-examine the student charged and any "defense" witnesses in the case. The Hearing Officer, however, has the right to determine the method the cross-examination will take (direct confrontation, submission of written questions, or any other method that, in the Hearing Officer's opinion, will elicit the desired testimony).

### **5.4 Appeals**

**5.4.1** The following matters may be appealed to the Appeals Board:

**5.4.1.1** The decision of a university Hearing Body or a university Hearing Officer as provided in Section 5.2. The appeal may be as to the facts found or the sanction set or both. If the sanction is automatic, then the appeal may only be made as to the findings, or the terms of a suspension.

The appeals board may not reduce the sanction below the minimum imposed by Section 4.4 or by the terms of behavioral contracts or other disciplinary actions in which automatic sanctions are specified.

**5.4.1.2** The sanction set by the Conduct Proceedings Officer after admission of violation by the student. Imposition of any automatic sanction after such an admission may not be appealed; however, the terms or conditions of the sanction may be appealed. See Section 5.1.7.2 for more information regarding this type of appeal.

**5.4.2** The Appeals Board consists of the Student Government Association President or designee, the Chairperson of the Academic Senate or designee, and the Associate Vice President for Student Affairs or designee and must participate in the appropriate training sessions regarding the Code of Student Rights, Responsibilities and Disciplinary Proceedings.

**5.4.3** An appeal to the Appeals Board may be made by the student involved, by the person or group who first brought the charge, or by the university.

**5.4.4** An appeal is timely only if taken within five (5) business days of the decision appealed. An appeal not made within the time limit will not be heard unless the President or the President's designee makes an exception.

**5.4.5** An appeal is made by submitting a written statement of appeal to the Conduct Proceedings Officer within the time limit. The written statement of appeal must state: the name of the person appealing, the basis of the appeal, the person or group making the decision from which the appeal is made, whether a decision as to fact or sanction or both is appealed, and the remedy that the person appealing is requesting from the Appeals Board.

**5.4.6** The student charged may have an advisor of the student's choice present at the hearing of the appeal. If the student's advisor is an attorney, the student must notify the Proceedings Officer of this at least three (3) business days in advance of the hearing. The advisor's role is limited to providing advice to the student. The advisor is not permitted to ask or answer questions or make oral arguments. Any case presented must be made by the student.

**5.4.7** The Conduct Proceedings Officer is responsible for notifying members of the Appeals Board of the appeal and for setting a time and place for holding a meeting of the Appeals Board. The Conduct Proceedings Officer will provide notice of time and place of the meeting of the Appeals Board to the student(s) charged, the charging party, and other university persons deemed appropriate by the Conduct Proceedings Officer.

**5.4.8** The Conduct Proceedings Officer will assemble the documentary evidence introduced at the hearing, the record made of the hearing, and the administrative contact history made in connection with the matter and will make these materials available to the Appeals Board.

**5.4.9** The Appeals Board may establish its own procedure for conducting any appeal appropriate to the circumstances designed to achieve fairness to the student charged as well as the interests

protected by the Central Michigan University Code of Student Rights, Responsibilities and Disciplinary Procedures.

**5.4.10** The Appeals Board makes its determination based solely on the record of the student's hearing, facts that are presented to the Appeals Board, and arguments before the Appeals Board. No additional witnesses, witness statements, or other materials may be introduced during the Appeal.

**5.4.11** The purpose of the Appeals Board is to decide if the findings and/or the sanction of the Hearing Body were so incorrect that the decision should be changed. It is not the purpose of the Appeals Board to substitute its judgment for that of the Hearing Officer or Body. It is not the purpose of the Appeals Board to decide if it would have reached the same decision had it been the Hearing Officer or Body. It is not the function of the Appeals Board to rehear the charges against the student; it is an appeal of the findings and/or the sanction of the Conduct Proceedings Officer, Hearing Officer or Body only as requested by the person or persons making the appeal. The Appeals Board may:

- a) Find that there are not sufficient facts presented to warrant the findings of fact made at the original hearing and may set aside the finding or determine the facts differently.
- b) Order that a new hearing be held.
- c) Change the sanction.
- d) Provide such further and additional relief or changes as dictated by fairness to the student and to the interests protected by the Central Michigan University Code of Student Rights, Responsibilities and Disciplinary Procedures.

**5.4.12** The Appeals Board must hear the appeal within fifteen (15) business days from the date the appeal is made in writing and delivered to the Conduct Proceedings Officer.

**5.4.13** A decision of the Appeals Board is final except that a decision to suspend for more than one week or to dismiss a student is subject to discretionary review by the Vice President for Enrollment and Student Services or the President (see 5.4.14). Any student responding to a charge under these procedures, any person bringing charges under these procedures, or the Administration, may make a written application to the Vice President for Enrollment and Student Services to review such a decision made by the Appeals Board. The application must be received in the Office of the Vice President for Enrollment and Student Services within five (5) business days after the date of the Appeals Board decision. Failure to make application for review within the time limit ends the right to make application for review unless the time limit is extended by the Vice President for Enrollment and Student Services. The application for review must contain the following information:

- a) Name of the student(s) charged in the proceeding in which the Appeals Board has rendered a decision.

- b) Name, address, and telephone number of the person making application for review.
- c) A copy of the Appeals Board decision involved.
- d) A statement as to what portion(s) of the Appeals Board decision the applicant wishes reviewed, and the reason(s) why the person making application for review considers the decision to be capricious, or the procedures followed to be fundamentally unfair.
- e) A statement of the relief requested from the Vice President for Enrollment and Student Services by the person making application for review.

If the Vice President for Enrollment and Student Services elects to review a decision of the Appeals Board, either in part or entirely, the Vice President for Enrollment and Student Services may establish whatever procedures are deemed appropriate and consistent with fairness to govern the review.

**5.4.14** The university reserves the right for the President or the President's designee to impose a different sanction after a determination of violation, than the sanction imposed by the Conduct Proceedings Officer, Hearing Officer, Hearing Body, Appeals Board, or others under these procedures.

### **5.5 Charges Involving Student Organizations**

All notices referred to in this document, when involving a Registered Student Organization, shall be sent to the president of the organization, at his or her last address on file with the Office of the Registrar, unless another representative of the organization is designated by the organization to receive such notices. When a Registered Student Organization is charged with a violation, the president of the organization shall represent the organization in the process described in Section 5, unless the Registered Student Organization designates some other representative. The representative of the student organization must be a registered student at Central Michigan, and must be a regular member of that organization.

### **5.6 Changes in Procedures**

**5.6.1** The procedures set forth herein shall apply throughout the calendar year. A university Hearing Officer may be appointed by the Conduct Proceedings Officer to hear a case at times when a university Hearing Body cannot be readily assembled such as when students are not in attendance at regular sessions, during exam week, summer sessions.

**5.6.2** These procedures are subject to change by the President of the university or designee. If any change is deemed necessary, any new procedures shall guarantee a fair hearing with due process.

### **5.7 Clarifying Processes**

Clarifying processes that are consistent with the Hearing Procedures in this document may be proposed by the Office of Student Rights and Responsibilities.

## 6. Student Hearing Procedures for Graduate Students Charged with Violating the Policy on Academic Integrity

If the charge is against a graduate student for violation of the Policy on Academic Integrity, then the matter will be handled under this section and not under section 5. If the charge is against an undergraduate student for a violation of the Policy on Academic Integrity, the procedures in the Policy on Academic Integrity shall be followed.

### 6.1 Intake Conduct Proceedings Officer

**6.1.1** A charge may be made to the Dean of the College of Graduate Studies by any member of the university community stating that a student has violated Section 3.2.1 of Specific Regulations Concerning Student Conduct.

**6.1.2** One or more Conduct Proceedings Officers shall be appointed by the Dean of the College of Graduate Studies and must participate in the appropriate training sessions regarding the Code of Conduct. The Conduct Proceedings Officer will make, or cause to be made, an investigation of the charge.

**6.1.3** If, from the investigation, the Conduct Proceedings Officer determines the matter may be subject to discipline under the policy on academic integrity, the Conduct Proceedings Officer will notify the student that a charge has been made and will offer the student an opportunity to discuss the matter.

If notified by either United States mail or by university email, the notice will be mailed to the last address for the student on file with the university Office of the Registrar. The notice will be deemed received two (2) business days following the date the notice is posted at facilities of the United States Post Office (for U.S. Postal mail) or immediately upon delivery for electronic mail. In the absence of mailing, personal delivery to the student cited, or delivery to the last address on file in the Office of the Registrar constitutes proper notice. If personal delivery to the student or delivery to the last address is used, the date notice is so delivered shall be deemed the date the notice is received.

The student will have two (2) business days from the date of receipt (through any of the mediums listed above) in which to respond to the notice. If the student has not responded at the end of this two-day period, the Dean of the College of Graduate Studies or designee will set up a hearing.

**6.1.4** The student may bring an advisor of the student's choice to the discussion with the Conduct Proceedings Officer.

**6.1.5** If the student chooses to discuss the matter, the Conduct Proceedings Officer will at the discussion inform the student of the charge(s) and the regulation(s) which are alleged to have been violated and will explain to the student the process outlined in this document.

### 6.1.6 Student Admits Violation

**6.1.6.1** If the student admits to the violation, the Conduct Proceedings Officer may:

- a) Issue a sanction or,
- b) Order that the sanction be set by a university Hearing Officer or,
- c) Refer the student for Academic Integrity counseling and contract

**6.1.6.2** The student charged or the person or group who first brought the charge, or the university, may appeal the sanction, by a letter delivered to the Dean of the College of Graduate Studies within five (5) business days after the Dean has set the sanction. Since admission of the violation by the student is a prerequisite to the Dean acting under this section, such an appeal will only be as to the appropriateness of the sanction and not the fact of whether the violation occurred.

**6.1.7 Student Does Not Admit Violation**

After discussion with the student, the Conduct Proceedings Officer may determine that the matter requires no further action.

The Conduct Proceedings Officer will refer the matter for hearing if:

**6.1.7.1** The student denies the charge and the Conduct Proceedings Officer determines the matter may be subject to discipline

**6.1.7.2** The student chooses not to discuss the matter at the discussion offered by the Conduct Proceedings Officer. The student will be notified of the date and time of the hearing.

**6.1.8 Alternative Resolution**

**6.1.8.1** Mutual Settlement. In lieu of referral to a hearing, the Conduct Proceedings Officer may offer or accept mutual settlements of any charged violations under this code. Settlements shall be in writing stating the conditions of the agreement and any sanctions imposed. Mutual settlements may not be appealed.

Cases not settled in a timely manner shall proceed to a hearing.

**6.2 Hearings**

There are two hearing forums: The Graduate Studies Hearing Officer and the Graduate Studies Hearing Body. In cases where there is potential for a sanction of suspension or dismissal, the student may choose which hearing forum will hear the case. The student will have two (2) business days from the date of the meeting with the Conduct Proceedings Officer to make a final choice in writing to the Conduct Proceedings Officer. If no such timely choice is made, the Conduct Proceedings Officer will designate whether a Graduate Studies Hearing Officer or Graduate Studies Hearing Body will hear the case. The student will be notified of the time and date of the hearing.

### **6.2.1 Graduate Studies Hearing Officer**

**6.2.1.1** One or more Graduate Studies Hearing Officers will be appointed by the Dean of the College of Graduate Studies to hear the case.

**6.2.1.2** The Graduate Studies Hearing Officer, based on the evidence presented at the hearing, determines whether the student charged violated the policy on academic integrity and sets the sanction, when applicable.

### **6.2.2 Graduate Studies Hearing Body**

**6.2.2.1** The Graduate Studies Hearing Body consists of one Graduate Studies Hearing Officer, one graduate faculty member and one graduate student.

**6.2.2.2** The graduate faculty member and the graduate student will be selected by the Dean of the College of Graduate Studies.

**6.2.2.3** The Graduate Studies Hearing Body, based upon the evidence presented at the hearing, determines whether the student charged violated student conduct regulations, and sets the sanction, when applicable.

### **6.2.3 Hearing Procedures**

**6.2.3.1** In all disciplinary hearings, the burden of proof rests with the Conduct Proceedings Officer, who must prove by a preponderance of evidence that a violation has occurred.

**6.2.3.2** The student charged may have an advisor of the student's choice present at the hearing. If the student's advisor is an attorney, the student must notify the Conduct Proceedings Officer of this at least three (3) business days in advance of the hearing. The advisor's role is limited to providing advice to the student. The advisor is not permitted to ask or answer questions or make oral arguments. Any case presented must be made by the student.

**6.2.3.3** A record of the hearing, made by tape recorder, will be kept by the Conduct Proceedings Officer, at least until the appeal time is exhausted. The Conduct Proceedings Officer, on behalf of the university, will maintain all copies of these recordings.

**6.2.3.4** A Graduate Studies Hearing Officer presides at all hearings.

**6.2.3.5** Hearing notification and procedures will be communicated to the student charged at least twenty-four (24) hours before the hearing.

**6.2.3.6** The Graduate Studies Hearing Officer or Graduate Studies Hearing Body will issue a written decision within ten (10) business days to the Conduct Proceedings Officer stating if a violation has been found, what facts support this finding, and the sanction(s) to be imposed.

**6.2.3.7** A decision letter will be emailed to the student within three (3) business days from the date the decision is received by the Conduct Proceedings Officer.

### **6.3 Complainant's Rights**

Central Michigan recognizes that instructors have rights that need to be protected as well as those of the person who is cited.

**6.3.1** The complainant has the right to have a person of his or her choice accompany him or her throughout the disciplinary hearing.

**6.3.2** The complainant has the right to remain present during the entire proceeding.

**6.3.3** The complainant has the right to make an "impact statement" and to suggest an appropriate sanction if the person cited is found in violation.

**6.3.4** The complainant has the right to be informed in a timely manner of the outcome of the hearing regarding the findings and the sanction.

**6.3.5** The complainant has the right to appeal either the findings or the sanction.

### **6.4 Appeals**

**6.4.1** The following matters may be appealed to the Graduate Studies Appeals Board:

**6.4.1.1** The decision of a Graduate Studies Hearing Body or a Graduate Studies Hearing Officer as provided in Section 6.2.

The appeal may be as to the facts found or the sanction set or both. The appeals board may not reduce the sanction below the minimum imposed by Section 4.4.

**6.4.1.2** The sanction set by the Conduct Proceedings Officer after admission of violation by the student. See Section 6.1.6 for more information regarding this type of appeal.

**6.4.2** The Graduate Studies Appeals Board consists of a graduate student appointed by the Chair of the Graduate Council, the Chairperson of the Academic Senate or designee, and the Dean of the College of Graduate Studies or designee.

**6.4.3** An appeal to the Graduate Studies Appeals Board may be made by the student involved, by the person or group who first brought the charge, or by the university.

**6.4.4** An appeal is timely only if taken within five (5) business days of the decision appealed. An appeal not made within the time limit will not be heard unless the President or the President's designee makes an exception.

**6.4.5** An appeal is made by submitting a written statement of appeal to the Conduct Proceedings Officer within the time limit. The written statement of appeal must state: the name of the person appealing, the basis of the appeal, the person or group making the decision from which the appeal is made, whether a decision as to fact or sanction or both is appealed, and the remedy which the person appealing is requesting from the Graduate Studies Appeals Board.

**6.4.6** The student charged may have an advisor of the student's choice present at the hearing of the appeal. If the student's advisor is an attorney, the student must notify the Conduct Proceedings Officer of this at least three (3) business days in advance of the hearing. The advisor's role is limited to providing advice to the student. The advisor is not permitted to ask or answer questions or make oral arguments. Any case presented must be made by the student.

**6.4.7** The Dean of the College of Graduate Studies or designee is responsible for notifying members of the Graduate Studies Appeals Board of the appeal and for setting a time and place for holding a meeting of the Graduate Studies Appeals Board. The Conduct Proceedings Officer will provide notice of time and place of the meeting of the Graduate Studies Appeals Board to the student(s) charged, the charging party, and other university persons deemed appropriate by the Conduct Proceedings Officer.

**6.4.8** The Conduct Proceedings Officer will assemble the documentary evidence introduced at the hearing, the record made of the hearing, and the file made in connection with the matter and will make these materials available to the Graduate Studies Appeals Board.

**6.4.9** The Graduate Studies Appeals Board may establish its own procedure for conducting any appeal appropriate to the circumstances designed to achieve fairness to the student charged as well as the interests protected by the Central Michigan University Code of Student Rights, Responsibilities and Disciplinary Procedures.

**6.4.10** The Graduate Studies Appeals Board makes its determination based solely on the record of the student's hearing, facts that are presented to the Graduate Studies Appeals Board, and arguments before the Graduate Studies Appeals Board. No additional witnesses, witness statements, or other materials may be introduced during the Appeal.

**6.4.11** The purpose of the Graduate Studies Appeals Board is to decide if the findings and/or the sanction of the Graduate Studies Hearing Body were so incorrect that the decision should be changed. It is not the purpose of the Graduate Studies Appeals Board to substitute its judgment for that of the Graduate Studies Hearing Officer or Graduate Studies Hearing Body. It is not the purpose of the Graduate Studies Appeals Board to decide if it would have reached the same decision had it been the Graduate Studies Hearing Officer or Graduate Studies Hearing Body. It is not the function of the Graduate Studies Appeals Board to rehear the charges against the student; it is an appeal of the findings and/or the sanction of the Graduate Studies Hearing Officer or Graduate Studies Hearing Body. The Graduate Studies Appeals Board may:

- a) Find that there are not sufficient facts presented to warrant the findings of fact made at the original hearing and may set aside the finding or determine the facts differently.

- b) Order that a new hearing be held.
- c) Change the sanction.
- d) Provide such further and additional relief or changes as dictated by fairness to the student and to the interests protected by the Central Michigan University Code of Student Rights, Responsibilities and Disciplinary Procedures.

**6.4.12** The Graduate Studies Appeals Board must hear the appeal within fifteen (15) business days from the date the appeal is made in writing and delivered to the Conduct Proceedings Officer.

**6.4.13** A decision of the Graduate Studies Appeals Board is final except that a decision to suspend for more than one week or to dismiss a student is subject to discretionary review by the Dean of the College of Graduate Studies. Any student responding to a charge under these procedures, any person bringing charges under these procedures, or the university, may make a written application to the Dean of the College of Graduate Studies to review a decision made by the Appeals Board. The application must be received in the Office of the Dean of the College of Graduate Studies within five (5) business days after the date of the Appeals Board decision. Failure to make application for review within the time limit ends the right to make application for review unless the time limit is extended by the Dean of the College of Graduate Studies. The application for review must contain the following information:

- a) Name of the student(s) charged in the proceeding in which the Graduate Studies Appeals Board has rendered a decision.
- b) Name, address, and telephone number of the person making application for review.
- c) A copy of the Graduate Studies Appeals Board decision involved.
- d) A statement as to what portion(s) of the Graduate Studies Appeals Board decision the applicant wishes reviewed, and the reason(s) why the person making application for review considers the decision to be capricious, or the procedures followed to be fundamentally unfair.
- e) A statement of the relief requested from the Dean of the College of Graduate Studies by the person making application for review. If the Dean of the College of Graduate Studies elects to review a decision of the Graduate Studies Appeals Board, either in part or entirely, the Dean of the College of Graduate Studies may establish whatever procedures are deemed appropriate and consistent with fairness to govern the review. The university also reserves the right for the President or the President's designee to impose a different sanction after a determination of violation, than the sanction imposed by the Conduct Proceedings Officer, Graduate Studies Hearing Officer, Graduate Studies Hearing Body, Graduate Studies Appeals Board, or others under these procedures.

## **6.5 Changes in Procedures**

**6.5.1** The procedures set forth herein shall apply throughout the calendar year. A Graduate Studies Hearing Officer may be appointed by the Dean of the College of Graduate Studies to hear a case at times when a Graduate Studies Hearing Body cannot be readily assembled such as when students are not in attendance at regular sessions, during exam week, summer sessions.

**6.5.2** These procedures are subject to change by the President of the university or designee. If any change is deemed necessary, any new procedures shall guarantee a fair hearing with due process.

**6.6 Clarifying Processes**

Clarifying processes that are consistent with the Hearing Procedures in this Section may be proposed by the College of Graduate Studies.

Criterion 2 Evidence  
College Navigator – Central Michigan University



# COLLEGE Navigator

## Central Michigan University

106 Warriner Hall, Mount Pleasant, Michigan 48859

General information: (989) 774-4000  
 Website: [www.cmich.edu](http://www.cmich.edu)  
 Type: 4-year, Public  
 Awards offered: Bachelor's degree  
 Postbaccalaureate certificate  
 Master's degree  
 Post-master's certificate  
 Doctor's degree - research/scholarship  
 Doctor's degree - professional practice  
 Campus setting: Town: Distant  
 Campus housing: Yes  
 Student population: 26,879 (20,671 undergraduate)  
 Student-to-faculty ratio: 20 to 1



IPEDS ID: 169248  
 OPE ID: 00224300

### GENERAL INFORMATION

Admissions [www.cmich.edu/admissions](http://www.cmich.edu/admissions)  
 Apply Online [apply.cmich.edu](http://apply.cmich.edu)  
 Financial Aid [www.cmich.edu/ess/OSFA](http://www.cmich.edu/ess/OSFA)  
 Net Price Calculator [netconnect.cmich.edu/netpricecalculator](http://netconnect.cmich.edu/netpricecalculator)  
 Tuition Policies for Servicemembers and Veterans [global.cmich.edu/military](http://global.cmich.edu/military)

Mission Statement  
[www.cmich.edu/about/Pages/university\\_goals.aspx](http://www.cmich.edu/about/Pages/university_goals.aspx)

Special Learning Opportunities	Carnegie Classification
ROTC (Army)	Doctoral/Research Universities
Teacher certification	Religious Affiliation
Distance education opportunities - undergraduate level	Not applicable
Distance education opportunities - graduate level	Federal Aid
Study abroad	Eligible students may receive Pell Grants and other federal aid (e.g. Direct Loans).
Weekend/evening college	Undergraduate students enrolled who are formally registered with office of disability services
Student Services	3% or less
Remedial services	
Academic/career counseling service	
Employment services for students	
Placement services for completers	
Credit Accepted	
Dual credit	
Credit for life experiences	
Advanced placement (AP) credits	

FACULTY AND GRADUATE ASSISTANTS BY PRIMARY FUNCTION, FALL 2014	FULL TIME	PART TIME
Total faculty	836	471
Instructional	830	468
Research and public service	6	3
Total graduate assistants	-	509
Instructional	-	353
Research	-	156

### TUITION, FEES, AND ESTIMATED STUDENT EXPENSES

#### ESTIMATED EXPENSES FOR FULL-TIME BEGINNING UNDERGRADUATE STUDENTS

- Beginning students are those who are entering postsecondary education for the first time.

ESTIMATED EXPENSES FOR ACADEMIC YEAR	2011-2012	2012-2013	2013-2014	2014-2015	% CHANGE 2013-2014 TO 2014-2015
Tuition and fees					
In-state	\$10,024	\$10,950	\$11,220	\$11,550	2.9%

Out-of-state	\$22,092	\$23,670	\$23,670	\$23,670	0.0%
Books and supplies	\$1,000	\$1,000	\$1,000	\$1,000	0.0%
Living arrangement					
On Campus					
Room and board	\$8,212	\$8,376	\$8,544	\$8,780	2.8%
Other	\$1,320	\$1,320	\$1,240	\$1,170	-5.6%
Off Campus					
Room and board	-	\$8,376	\$7,000	\$7,065	0.9%
Other	-	\$1,320	\$1,240	\$1,170	-5.6%
Off Campus with Family					
Other	-	\$1,320	\$1,740	\$1,670	-4.0%
<b>TOTAL EXPENSES</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>% CHANGE 2013-2014 TO 2014-2015</b>
In-state					
On Campus	\$20,556	\$21,646	\$22,004	\$22,500	2.3%
Off Campus	\$11,024	\$21,646	\$20,460	\$20,785	1.6%
Off Campus with Family	\$11,024	\$13,270	\$13,960	\$14,220	1.9%
Out-of-state					
On Campus	\$32,624	\$34,366	\$34,454	\$34,620	0.5%
Off Campus	\$23,092	\$34,366	\$32,910	\$32,905	0.0%
Off Campus with Family	\$23,092	\$25,990	\$26,410	\$26,340	-0.3%


[MULTIYEAR TUITION CALCULATOR](#)


Estimate the total tuition and fee costs over the duration of a typical program.

#### AVERAGE GRADUATE STUDENT TUITION AND FEES FOR ACADEMIC YEAR

2014-2015

In-state tuition	\$11,330
In-state fees	\$0
Out-of-state tuition	\$17,028
Out-of-state fees	\$0

#### ALTERNATIVE TUITION PLANS

TYPE OF PLAN	OFFERED
Tuition guarantee plan	
Prepaid tuition plan	
Tuition payment plan	X
Other alternative tuition plan	

#### FINANCIAL AID

##### UNDERGRADUATE STUDENT FINANCIAL AID, 2013-2014

##### Full-time Beginning Undergraduate Students

- Beginning students are those who are entering postsecondary education for the first time.

TYPE OF AID	NUMBER RECEIVING AID	PERCENT RECEIVING AID	TOTAL AMOUNT OF AID RECEIVED	AVERAGE AMOUNT OF AID RECEIVED
Any student financial aid <sup>1</sup>	2,710	92%	—	—
Grant or scholarship aid	2,122	72%	\$17,583,701	\$8,286
Federal grants	1,141	39%	\$4,789,310	\$4,197
Pell grants	1,139	39%	\$4,767,453	\$4,186
Other federal grants	8	0%	\$21,857	\$2,732

State/local government grant or scholarships	487	17%	\$308,730	\$634
Institutional grants or scholarships	2,043	69%	\$12,485,661	\$6,111
Student loan aid	2,381	81%	\$16,530,783	\$6,943
Federal student loans	2,352	80%	\$14,904,039	\$6,337
Other student loans	200	7%	\$1,626,744	\$8,134

- <sup>1</sup> Includes students receiving Federal work study aid and aid from other sources not listed above.

#### All Undergraduate Students

TYPE OF AID	NUMBER RECEIVING AID	PERCENT RECEIVING AID	TOTAL AMOUNT OF AID RECEIVED	AVERAGE AMOUNT OF AID RECEIVED
Grant or scholarship aid <sup>1</sup>	14,856	75%	\$198,368,193	\$13,353
Pell grants	7,230	36%	\$28,319,112	\$3,917
Federal student loans	15,459	78%	\$117,961,833	\$7,631

- <sup>1</sup> Grant or scholarship aid includes aid received, from the federal government, state or local government, the institution, and other sources known by the institution.

- For more information on Student Financial Assistance Programs or to apply for financial aid via the web, visit [Federal Student Aid](#).

#### NET PRICE

##### AVERAGE NET PRICE FOR FULL-TIME BEGINNING STUDENTS

Full-time beginning undergraduate students who paid the in-state or in-district tuition rate and were awarded grant or scholarship aid from federal, state or local governments, or the institution.

	2011-2012	2012-2013	2013-2014
Average net price	\$12,668	\$12,936	\$13,580

Full-time beginning undergraduate students who paid the in-state or in-district tuition rate and were awarded Title IV aid by income.

AVERAGE NET PRICE BY INCOME	2011-2012	2012-2013	2013-2014
\$0 – \$30,000	\$9,965	\$10,107	\$10,753
\$30,001 – \$48,000	\$10,206	\$11,611	\$11,136
\$48,001 – \$75,000	\$14,123	\$14,613	\$14,455
\$75,001 – \$110,000	\$17,595	\$17,986	\$18,346
\$110,001 and more	\$18,134	\$19,028	\$19,703

- Average net price is generated by subtracting the average amount of federal, state/local government, or institutional grant or scholarship aid from the total cost of attendance. Total cost of attendance is the sum of published tuition and required fees (lower of in-district or in-state), books and supplies, and the weighted average for room and board and other expenses.
- Beginning students are those who are entering postsecondary education for the first time.
- Title IV aid to students includes grant aid, work study aid, and loan aid. These include: Federal Pell Grant, Federal Supplemental Educational Opportunity Grant (FSEOG), Academic Competitiveness Grant (ACG), National Science and Mathematics Access to Retain Talent Grant (National SMART Grant), Teacher Education Assistance for College and Higher Education (TEACH) Grant, Federal Work-Study, Federal Perkins Loan, Subsidized Direct or FFEL Stafford Loan, and Unsubsidized Direct or FFEL Stafford Loan. For those Title IV recipients, net price is reported by income category and includes students who received federal aid even if none of that aid was provided in the form of grants. While Title IV status defines the cohort of student for which the data are reported, the definition of net price remains the same – total cost of attendance minus grant aid.

#### NET PRICE CALCULATOR

An institution's net price calculator allows current and prospective students, families, and other consumers to estimate the net price of attending that institution for a particular student.

Visit this institution's net price calculator



[netconnect.cmich.edu/netpricecalculator](http://netconnect.cmich.edu/netpricecalculator)

#### ENROLLMENT

FALL 2014

TOTAL ENROLLMENT

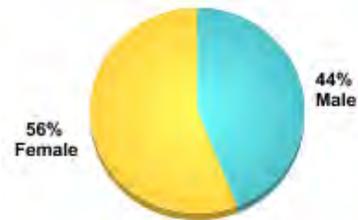
26,879

Undergraduate enrollment	20,671
Undergraduate transfer-in enrollment	1,473
Graduate enrollment	6,208

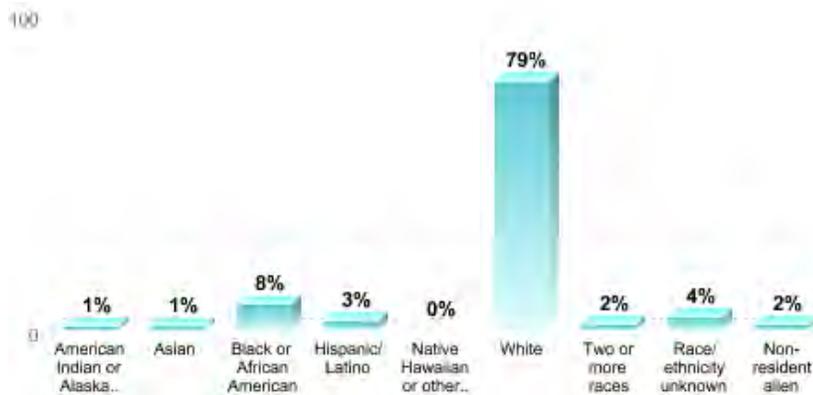
UNDERGRADUATE ATTENDANCE STATUS



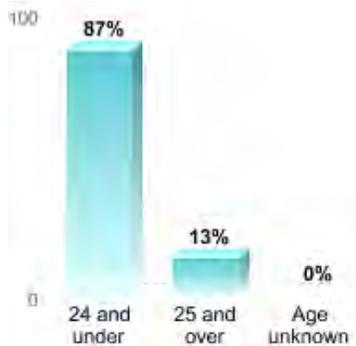
UNDERGRADUATE STUDENT GENDER



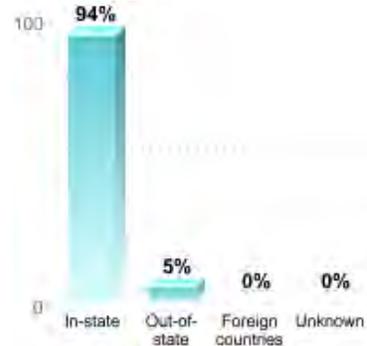
UNDERGRADUATE RACE/ETHNICITY



UNDERGRADUATE STUDENT AGE

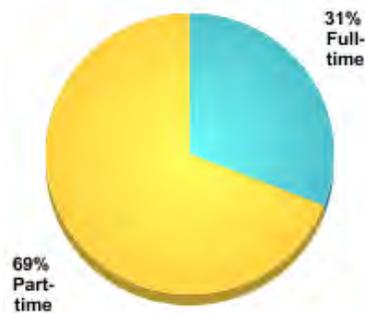


UNDERGRADUATE STUDENT RESIDENCE



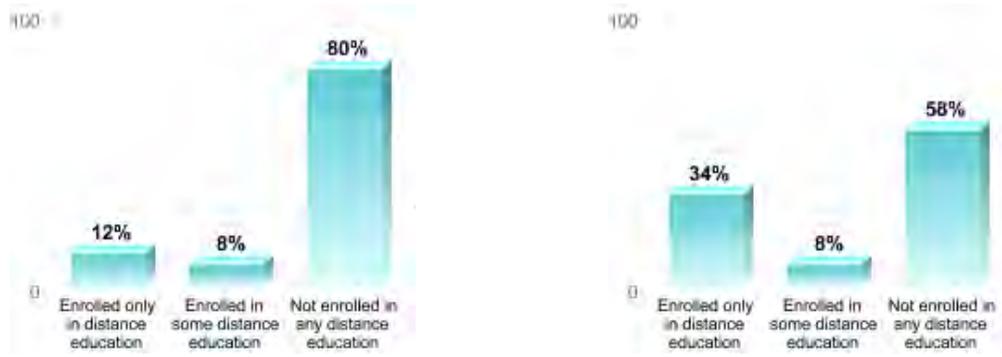
- Age data are reported for Fall 2013.
- Residence data are reported for first-time degree/certificate-seeking undergraduates.

GRADUATE ATTENDANCE STATUS



UNDERGRADUATE DISTANCE EDUCATION STATUS

GRADUATE DISTANCE EDUCATION STATUS



## ADMISSIONS

Undergraduate application fee (2014-2015): \$35

### UNDERGRADUATE ADMISSIONS FALL 2014

	TOTAL	MALE	FEMALE
Number of applicants	18,320	7,546	10,747
Percent admitted	69%	67%	71%
Percent admitted who enrolled	30%	32%	29%

### ADMISSIONS CONSIDERATIONS

	REQUIRED	RECOMMENDED
Secondary school GPA	X	
Secondary school rank	X	
Secondary school record	X	
Completion of college-preparatory program	X	
Recommendations		X
Admission test scores (SAT/ACT)	X	
TOEFL (Test of English as a Foreign language)	X	

### TEST SCORES: FALL 2014 (ENROLLED FIRST-TIME STUDENTS)

STUDENTS SUBMITTING SCORES	NUMBER	PERCENT
SAT	72	2%
ACT	3,730	98%

TEST SCORES	25TH PERCENTILE*	75TH PERCENTILE**
SAT Critical Reading	450	588
SAT Math	470	593
ACT Composite	20	25
ACT English	20	25
ACT Math	18	25

#### NOTES:

\* 25% of students scored at or below

\*\* 25% of students scored above

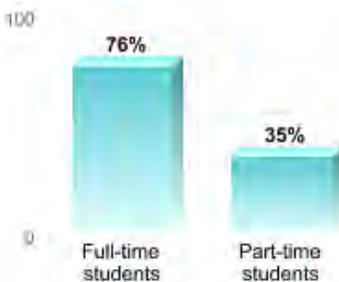
- Data apply to first-time degree/certificate-seeking students.
- Institutions are asked to report test scores only if they are required for admission.

## RETENTION AND GRADUATION RATES

### FIRST-TO-SECOND YEAR RETENTION RATES

Retention rates measure the percentage of first-time students who are seeking bachelor's degrees who return to the institution to continue their studies the following fall.

#### RETENTION RATES FOR FIRST-TIME STUDENTS PURSUING BACHELOR'S DEGREES



Percentage of Students Who Began Their Studies in Fall 2013 and Returned in Fall 2014

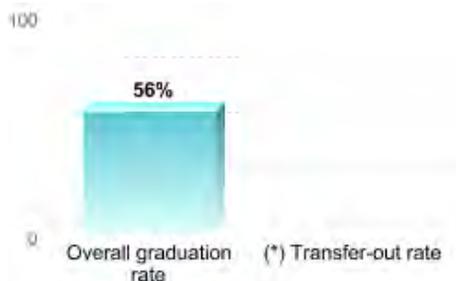
**OVERALL GRADUATION RATE AND TRANSFER-OUT RATE**

The overall graduation rate is also known as the "Student Right to Know" or IPEDS graduation rate. It tracks the progress of students who began their studies as full-time, first-time degree- or certificate-seeking students to see if they complete a degree or other award such as a certificate within 150% of "normal time" for completing the program in which they are enrolled.

Some institutions also report a transfer-out rate, which is the percentage of the full-time, first-time students who transferred to another institution.

Note that not all students at the institution are tracked for these rates. Students who have already attended another postsecondary institution, or who began their studies on a part-time basis, are not tracked for this rate. At this institution, 68 percent of entering students were counted as "full-time, first-time" in 2014.

**OVERALL GRADUATION AND TRANSFER-OUT RATES FOR STUDENTS WHO BEGAN THEIR STUDIES IN FALL 2008**



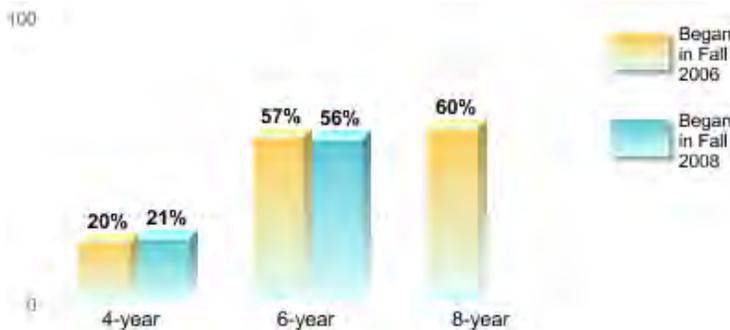
Percentage of Full-time, First-Time Students Who Graduated or Transferred Out Within 150% of "Normal Time" to Completion for Their Program

- (\*) Not all institutions report transfer-out rates.

**BACHELOR'S DEGREE GRADUATION RATES**

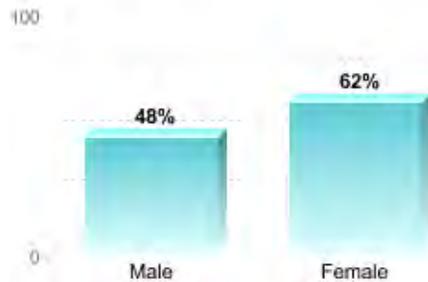
Bachelor's degree graduation rates measure the percentage of entering students beginning their studies full-time and are planning to get a bachelor's degree and who complete their degree program within a specified amount of time.

**GRADUATION RATES FOR STUDENTS PURSUING BACHELOR'S DEGREES**



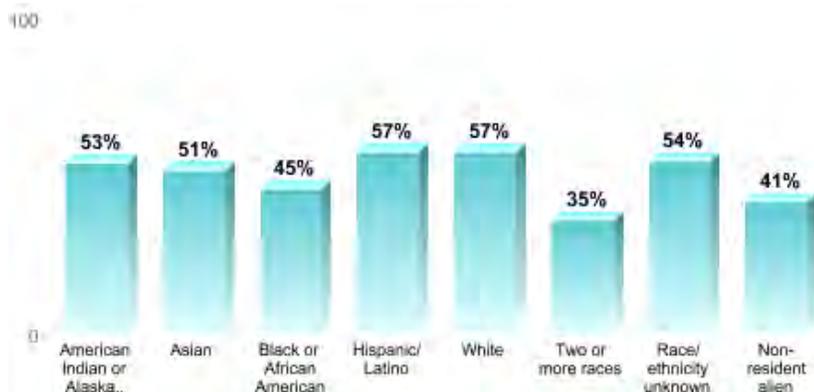
Percentage of Full-time, First-time Students Who Graduated in the Specified Amount of Time and Began in Fall 2006 or Fall 2008

**6-YEAR GRADUATION RATE BY GENDER FOR STUDENTS PURSUING BACHELOR'S DEGREES**



Percentage of Full-time, First-time Students Who Began Their Studies in Fall 2008 and Received a Degree or Award Within 150% of "Normal Time" to Completion for Their Program

6-YEAR GRADUATION RATE BY RACE/ETHNICITY FOR STUDENTS PURSUING BACHELOR'S DEGREES



Percentage of Full-time, First-time Students Who Began Their Studies in Fall 2008 and Received a Degree or Award Within 150% of "Normal Time" to Completion for Their Program

PROGRAMS/MAJORS

COMPLETIONS (NUMBER OF AWARDS CONFERRED) 2013-2014

Completions are the number of awards conferred by program and award level.

PROGRAM	BACHELOR	MASTER	DOCTOR	POSTGRADUATE CERTIFICATE
<b>Area, Ethnic, Cultural, Gender and Group Studies</b>				
Women's Studies	0	-	-	-
Category total	0	-	-	-
<b>Biological And Biomedical Sciences</b>				
Biochemistry	22	-	-	-
Biological and Biomedical Sciences, Other	10	-	-	-
Biology/Biological Sciences, General	58	19	-	-
Biomedical Sciences, General	96	-	-	-
Conservation Biology	-	12	-	-
Neuroscience	41	0	4	-
Category total	227	31	4	-
<b>Business, Management, Marketing, and Related Support Services</b>				
Accounting	91	-	-	-
Accounting and Related Services, Other	4	-	-	-
Actuarial Science	8	-	-	-
Business Administration and Management, General	60	66 <sup>d</sup>	-	10 <sup>d</sup>
Business Administration, Management and Operations, Other	122	226 <sup>d</sup>	-	17 <sup>d</sup>
Casino Management	1	-	-	-
Entrepreneurship/Entrepreneurial Studies	84	-	-	-
Fashion Merchandising	47	6	-	-
Finance, General	69	-	-	-
Financial Planning and Services	9	-	-	-

Hospitality Administration/Management, General	37	-	-	-
Human Resources Management/Personnel Administration, General	47	237 <sup>d</sup>	-	28 <sup>d</sup>
International Business/Trade/Commerce	16	23 <sup>d</sup>	-	4 <sup>d</sup>
Logistics, Materials, and Supply Chain Management	11	-	-	-
Management Information Systems, General	45	42 <sup>d</sup>	-	5 <sup>d</sup>
Marketing/Marketing Management, General	176	-	-	-
Operations Management and Supervision	2	-	-	-
Organizational Behavior Studies	39	-	-	-
Organizational Leadership	-	175 <sup>d</sup>	-	34 <sup>d</sup>
Purchasing, Procurement/Acquisitions and Contracts Management	13	29	-	2
Real Estate	3	-	-	-
Research and Development Management	-	2 <sup>d</sup>	-	1 <sup>d</sup>
Category total	884	806 <sup>d</sup>	-	101 <sup>d</sup>
<b>Communication, Journalism, and Related Programs</b>				
Advertising	21	-	-	-
Digital Communication and Media/Multimedia	-	9	-	-
Journalism	14	-	-	-
Journalism, Other	10	-	-	-
Organizational Communication, General	2	-	-	-
Photojournalism	11	-	-	-
Public Relations/Image Management	88	-	-	-
Radio, Television, and Digital Communication, Other	98	4	-	-
Speech Communication and Rhetoric	67	9	-	-
Category total	311	22	-	-
<b>Computer and Information Sciences and Support Services</b>				
Computer Science	20	3	-	-
Data Modeling/Warehousing and Database Administration	-	-	-	5
Information Technology	54	47	-	-
Category total	74	50	-	5
<b>Education</b>				
Adult and Continuing Education Administration	-	18 <sup>d</sup>	-	-
Art Teacher Education	6	-	-	-
Biology Teacher Education	4	-	-	-
Business Teacher Education	1	-	-	-
Chemistry Teacher Education	0	0	-	-
Community College Education	-	0	-	-
Counselor Education/School Counseling and Guidance Services	-	59	-	-
Early Childhood Education and Teaching	12	2	-	-
Earth Science Teacher Education	2	-	-	-
Education, General	-	51 <sup>d</sup>	-	-
Education/Teaching of Individuals with Emotional Disturbances	12	-	-	-
Education/Teaching of Individuals with Mental Retardation	68	-	-	-
Educational Leadership and Administration, General	-	31 <sup>d</sup>	15	17
Educational, Instructional, and Curriculum Supervision	-	22 <sup>d</sup>	-	-
Educational/Instructional Technology	-	-	-	1
Elementary Education and Teaching	4	2	-	-
English/Language Arts Teacher Education	109	-	-	-
Family and Consumer Sciences/Home Economics Teacher Education	1	-	-	-
French Language Teacher Education	0	-	-	-
Geography Teacher Education	0	-	-	-

German Language Teacher Education	0	-	-	-
Health Teacher Education	3	-	-	-
Higher Education/Higher Education Administration	-	2	-	-
History Teacher Education	9	-	-	-
Junior High/Intermediate/Middle School Education and Teaching	-	2	-	-
Mathematics Teacher Education	54	-	-	-
Music Teacher Education	23	9	-	-
Physical Education Teaching and Coaching	12	2	-	-
Physics Teacher Education	0	-	-	-
Reading Teacher Education	-	24	-	-
Science Teacher Education/General Science Teacher Education	76	-	-	-
Secondary Education and Teaching	-	3	-	-
Social Studies Teacher Education	50	-	-	-
Spanish Language Teacher Education	5	-	-	-
Special Education and Teaching, General	-	8	-	-
Speech Teacher Education	0	-	-	-
Teacher Education and Professional Development, Specific Levels and Methods, Other	-	-	-	9 <sup>d</sup>
Teacher Education and Professional Development, Specific Subject Areas, Other	0	-	-	-
Teaching English as a Second or Foreign Language/ESL Language Instructor	-	12	-	-
Technology Teacher Education/Industrial Arts Teacher Education	2	81 <sup>d</sup>	-	-
Category total	453	328 <sup>d</sup>	15	27 <sup>d</sup>
<b>Engineering</b>				
Electrical and Electronics Engineering	10	-	-	-
Mechanical Engineering	19	-	-	-
Category total	29	-	-	-
<b>Engineering Technology and Engineering-Related Fields</b>				
Automotive Engineering Technology/Technician	9	-	-	-
Construction Engineering Technology/Technician	30	-	-	-
Electrical, Electronic and Communications Engineering Technology/Technician	1	-	-	-
Engineering/Industrial Management	-	2 <sup>d</sup>	-	0 <sup>d</sup>
Manufacturing Engineering Technology/Technician	3	-	-	-
Mechanical Engineering/Mechanical Technology/Technician	36	-	-	-
Category total	79	2 <sup>d</sup>	-	0 <sup>d</sup>
<b>English Language and Literature/Letters</b>				
Children's and Adolescent Literature	8	-	-	-
Creative Writing	38	8	-	-
English Language and Literature, General	30	6	-	-
General Literature	1	-	-	-
Writing, General	-	6	-	-
Category total	77	20	-	-
<b>Family and Consumer Sciences/Human Sciences</b>				
Child Development	67	-	-	-
Family Systems	62	-	-	-
Foodservice Systems Administration/Management	21	-	-	-
Human Development and Family Studies, General	-	9	-	-
Human Nutrition	-	19 <sup>d</sup>	-	-
Category total	150	28 <sup>d</sup>	-	-

<b>Foreign Languages, Literatures, and Linguistics</b>				
French Language and Literature	0	-	-	-
German Language and Literature	4	-	-	-
Spanish Language and Literature	13	4	-	-
Category total	17	4	-	-
<b>Health Professions and Related Programs</b>				
Athletic Training/Trainer	24	-	-	-
Audiology/Audiologist	-	-	13	-
Communication Sciences and Disorders, General	82	-	-	-
Community Health Services/Liaison/Counseling	3	-	-	-
Dietetics/Dietitian	44	-	-	-
Environmental Health	1	-	-	-
Health/Health Care Administration/Management	64	163	21 <sup>d</sup>	10
International Public Health/International Health	-	-	-	6 <sup>d</sup>
Physical Therapy/Therapist	-	-	47	-
Physician Assistant	-	43	-	-
Public Health Education and Promotion	28	-	-	-
Speech-Language Pathology/Pathologist	-	38	-	-
Therapeutic Recreation/Recreational Therapy	49	1	-	-
Category total	295	245	81 <sup>d</sup>	16 <sup>d</sup>
<b>History</b>				
American History (United States)	-	-	-	0
European History	-	-	-	0
History, General	46	14	0	-
Category total	46	14	0	0
<b>Legal Professions and Studies</b>				
Legal Studies, General	14	-	-	-
Category total	14	-	-	-
<b>Liberal Arts and Sciences, General Studies and Humanities</b>				
Humanities/Humanistic Studies	-	4	-	-
Liberal Arts and Sciences/Liberal Studies	0	-	-	-
Category total	0	4	-	-
<b>Mathematics and Statistics</b>				
Applied Mathematics, General	1	-	-	-
Mathematics, General	12	13	6	-
Statistics, General	13	-	-	-
Category total	26	13	6	-
<b>Multi/Interdisciplinary Studies</b>				
Gerontology	-	-	-	0
Mathematics and Computer Science	6	-	-	-
Category total	6	-	-	0
<b>Natural Resources and Conservation</b>				
Environmental Science	5	-	-	-
Environmental Studies	3	-	-	-
Land Use Planning and Management/Development	11	-	-	-
Natural Resources/Conservation, General	39	-	-	-
Category total	58	-	-	-
<b>Parks, Recreation, Leisure, and Fitness Studies</b>				
Health and Physical Education/Fitness, General	6	-	-	-
Kinesiology and Exercise Science	215	7	-	-

Parks, Recreation and Leisure Facilities Management, General	81	3 <sup>d</sup>	-	-
Parks, Recreation and Leisure Studies	21	-	-	-
Sport and Fitness Administration/Management	24	58	-	-
Sports Studies	56	-	-	-
Category total	403	68 <sup>d</sup>	-	-
<b>Philosophy and Religious Studies</b>				
Philosophy	4	-	-	-
Religion/Religious Studies	6	-	-	-
Category total	10	-	-	-
<b>Physical Sciences</b>				
Astronomy	0	-	-	-
Chemistry, General	8	12	-	-
Geology/Earth Science, General	25	-	-	-
Materials Science	-	-	3	-
Meteorology	14	-	-	-
Physics, General	2	5	-	-
Category total	49	17	3	-
<b>Psychology</b>				
Clinical Psychology	-	9	8	-
Experimental Psychology	-	0	2	-
Industrial and Organizational Psychology	-	5	8	-
Psychology, General	274	4	-	-
School Psychology	-	13	2	6
Category total	274	31	20	6
<b>Public Administration and Social Service Professions</b>				
Community Organization and Advocacy	168	-	-	-
Public Administration	-	137 <sup>d</sup>	-	g <sup>d</sup>
Social Work	60	-	-	-
Category total	228	137 <sup>d</sup>	-	g <sup>d</sup>
<b>Social Sciences</b>				
Anthropology	22	-	-	-
Economics, General	14	13	-	-
Geographic Information Science and Cartography	8	5	-	-
Geography	8	-	-	-
International Relations and Affairs	18	-	-	-
Political Science and Government, General	46	3	-	-
Social Sciences, General	8	-	-	-
Social Sciences, Other	84	-	-	-
Sociology	47	2	-	-
Category total	255	23	-	-
<b>Visual and Performing Arts</b>				
Acting	8	-	-	-
Art/Art Studies, General	31	-	-	-
Conducting	-	6	-	-
Drama and Dramatics/Theatre Arts, General	10	-	-	-
Fine/Studio Arts, General	5	-	-	-
Graphic Design	13	-	-	-
Interior Design	23	-	-	-
Music Performance, General	-	9	-	-
Music Theory and Composition	2	3	-	-

Music, General	16	-	-	-
Musical Theatre	4	-	-	-
Technical Theatre/Theatre Design and Technology	1	-	-	-
Category total	113	18	-	-
<b>Grand total</b>	<b>4,078</b>	<b>1,861</b>	<b>129</b>	<b>164</b>

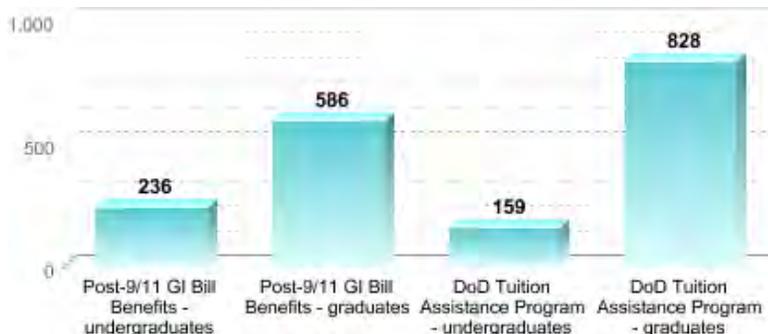
- Data shown are for first majors.
- (-) Program is not offered at this award level.
- <sup>d</sup> identifies programs and award levels that are offered as a distance education program. For program category totals, <sup>d</sup> is shown if one or more programs in the category are offered as a distance education program.

**SERVICEMEMBERS AND VETERANS**

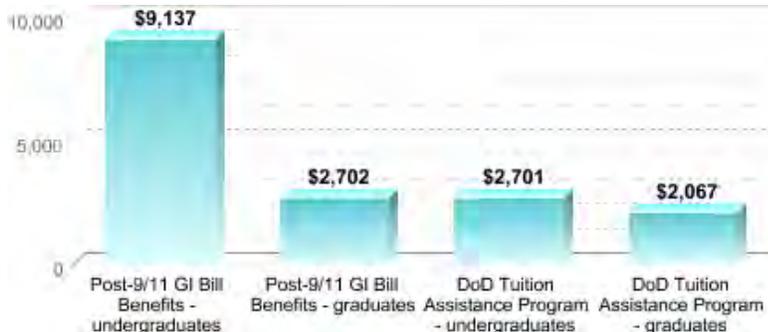
Services and Programs for Servicemembers and Veterans  
 Yellow Ribbon Program (officially known as Post-9/11 GI Bill, Yellow Ribbon Program)  
 Credit for military training  
 Dedicated point of contact for support services for veterans, military servicemembers, and their families  
 Recognized student veteran organization  
 Member of Servicemembers Opportunity Colleges

**EDUCATIONAL BENEFITS, 2013-2014**

**NUMBER OF STUDENTS RECEIVING BENEFITS/ASSISTANCE**



**AVERAGE AMOUNT OF BENEFITS/ASSISTANCE AWARDED THROUGH THE INSTITUTION**



Tuition policies specifically for Veterans and Servicemembers

[global.cmich.edu/military](http://global.cmich.edu/military)

**VARSITY ATHLETIC TEAMS**

**2013-2014 VARSITY ATHLETES**

NCAA DIVISION I-A	MEN	WOMEN
All Track Combined	126	114
Baseball	39	-
Basketball	18	24
Field Hockey	-	26
Football	106	-
Gymnastics	-	19
Soccer	-	30
Softball	-	22
Volleyball	-	18

Wrestling

35

-

- For further information on varsity athletic teams please visit the [OPE Athletics Home Page](#).

## ACCREDITATION

### INSTITUTIONAL ACCREDITATION

AGENCY	PERIODS OF ACCREDITATION	STATUS
North Central Association of Colleges and Schools, The Higher Learning Commission	1/1/1915 - 1/1/1922	Terminated
	1/1/1923 -	Accredited

### SPECIALIZED ACCREDITATION

AGENCY / PROGRAM	PERIODS OF ACCREDITATION	STATUS
Academy of Nutrition and Dietetics, Accreditation Council for Education in Nutrition and Dietetics		
Dietetics (DIETI) - Dietetic Internship	1/1/1974 -	Accredited
Didactic Program in Dietetics	6/1/1974 -	Accredited
American Physical Therapy Association, Commission on Accreditation in Physical Therapy Education		
Physical Therapy (PT) - Professional programs for the physical therapist	4/30/1997 -	Accredited
American Psychological Association, Commission on Accreditation		
Clinical Psychology (CLPSY) - PhD Doctoral programs	2/9/1990 -	Accredited
School Psychology (SCPSY) - PhD Doctoral programs	10/12/2001 -	Accredited
American Speech-Language-Hearing Association, Council on Academic Accreditation in Audiology and Speech-Language Pathology		
Speech-Language Pathology (SLP) - Graduate degree programs	5/15/1972 -	Accredited
Audiology (AUD) - Graduate degree programs	2/12/1974 - 7/1/2002	Resigned
Clinical doctoral program in Audiology	7/1/2002 -	Accredited
Liaison Committee on Medical Education		
Medicine (MED) - Programs leading to the M.D. degree	2/9/2012 -	Accredited
National Association of Schools of Art and Design, Commission on Accreditation		
Art and Design (ART) - Degree-granting schools and departments and non-degree-granting programs	( <sup>1</sup> )7/1/2006 -	Accredited
National Association of Schools of Music, Commission on Accreditation		
Music (MUS) - Institutions and units within institutions offering degree-granting and/or non-degree-granting programs	( <sup>1</sup> )9/1/1963 -	Accredited
National Council for Accreditation of Teacher Education		
Teacher Education (TED) - Baccalaureate and graduate programs for the preparation of teachers and other professional personnel for elementary and secondary schools	1/1/1954 - 6/30/2010	Expired
Teacher Education Accreditation Council, Accreditation Committee		
Baccalaureate Teacher Education Accreditation Council (BTEAC) - Baccalaureate programs	4/4/2011 -	Accredited
Graduate Teacher Education Accreditation Council (GTEAC) - Graduate programs	12/9/2011 -	Pre-Accredited

- (<sup>1</sup>) Estimated date
- [FINANCIAL AID FOR POSTSECONDARY STUDENTS - Accreditation & Participation](#)

## CAMPUS SECURITY

### 2013 CRIME STATISTICS

ARRESTS - ON-CAMPUS	2011	2012	2013
---------------------	------	------	------

Illegal weapons possession	0	0	0
Drug law violations	59	32	43
Liquor law violations	149	153	112
<b>ARRESTS - ON-CAMPUS RESIDENCE HALLS <sup>!</sup></b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Illegal weapons possession	0	0	0
Drug law violations	41	17	20
Liquor law violations	33	20	10
<b>CRIMINAL OFFENSES - ON-CAMPUS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Murder/Non-negligent manslaughter	0	0	0
Negligent manslaughter	0	0	0
Sex offenses - Forcible	5	6	8
Sex offenses - Non-forcible (incest and statutory rape only)	0	0	0
Robbery	1	0	1
Aggravated assault	2	3	1
Burglary	15	7	17
Motor vehicle theft	1	4	5
Arson	1	0	1
<b>CRIMINAL OFFENSES - ON-CAMPUS RESIDENCE HALLS <sup>!</sup></b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Murder/Non-negligent manslaughter	0	0	0
Negligent manslaughter	0	0	0
Sex offenses - Forcible	4	6	7
Sex offenses - Non-forcible (incest and statutory rape only)	0	0	0
Robbery	1	0	0
Aggravated assault	2	2	0
Burglary	10	1	8
Motor vehicle theft	0	0	0
Arson	0	0	0

- (!) Residence Halls are a subset of On-Campus statistics
- The crime data reported by the institutions have not been subjected to independent verification by the U.S. Department of Education. Therefore, the Department cannot vouch for the accuracy of the data reported here.
- These data do not include incidents that: (a) took place off campus on public property immediately adjacent to and accessible from the Campus (b) took place on a noncampus building or property owned or controlled by a student organization that is officially recognized by the institution or (c) incidents at buildings/property owned or controlled by an institution but is not contiguous to the institution. For further information, see <http://ope.ed.gov/security>.

#### COHORT DEFAULT RATES

##### THREE-YEAR OFFICIAL COHORT DEFAULT RATES

FISCAL YEAR	2012	2011	2010
Default rate	5.5%	6.2%	5.9%
Number in default	371	368	330
Number in repayment	6,739	5,919	5,559

- For further information on default rates please visit the [Cohort Default Rate Home Page](#). This school's six-digit OPE ID is 002243.

##### AID PROGRAMS

- Federal Direct Loan (Direct Loan)

# Criterion 2 Evidence

## Computer Abuse



## Office of Student Affairs

cmich.edu > Enrollment & Student Services > Office of Student Affairs > Responsibilities of Students

### Responsibilities of Students

#### 3. Responsibilities of Students

##### 3.1 General Regulations Concerning Student Conduct

3.1.1 The Board of Trustees is responsible for promulgating policies regarding student conduct at Central Michigan University. The President, as its executive officer, is the final authority in all discipline cases. The Vice President of Enrollment and Student Services is the designated officer responsible to the president for conducting discretionary review of a decision of the Appeals Board to suspend a student for more than one week or to dismiss a student. The Associate Vice President for Student Affairs is the designated officer responsible to the President for the administration of student conduct policies, with the exception of research misconduct or violation of academic integrity by a graduate student, which are delegated to the Dean of the College of Graduate Studies. All misconduct of students, except that governed by the Dean of the College of Graduate Studies, is reported to the Associate Vice President for Student Affairs or to the persons designated by the AVP for Student Affairs to receive such reports.

3.1.2 The university shall take disciplinary action in cases concerning a student's actions or offenses occurring within or affecting people on property within the physical boundaries of Central Michigan University, on or affecting university owned or controlled property, or when

3.2.18 **Computer Abuse.** A student shall not abuse university computer time or equipment, including but not limited to: CMU-hosted Blackboard, online chat rooms, Skype meetings and other social media technologies, when such resources are accessed or utilized using CMU's computers, networks, servers, or other CMU-provided technologies. Abuse includes but is not limited to: unauthorized entry or transfer of a file, unauthorized downloading or uploading of copyrighted information, unauthorized use of another individual's identification and password; use of computing facilities to interfere with the work of a student, faculty members or university officials; or use of computing facilities to interfere with normal operation of the university; or improper use of the learning management system (LMS) and digital environments. A student shall adhere to the rules and practices promulgated by the university Office of Information Technology ([www.oit.cmich.edu](http://www.oit.cmich.edu)) and the policies contained therein, including but not limited to the Copyright Infringement Responsible Use of Computing and Data Stewardship Policies.

#### Office of Student Affairs

Deans List

Meet the Staff

Code of Student Rights, Responsibilities and Disciplinary Procedures

- 1. Preamble
- 2. Student Rights
- 3. Responsibilities of Students
- 4. Official University Sanctions
- 5. Student Hearing Procedures for Charged Violations of Student Conduct Regulations
- 6. Student Hearing Procedures for Graduate Student Charged with Violating the Policy on Academic Integrity
- Office of Student Conduct

Other Links of Interest

Student-related Policies



Criterion 2 Evidence  
Conflict of Interest Policy

Title/Subject: **CONFLICT OF INTEREST GUIDELINES**

Applies to:  faculty  staff  students  student employees  visitors  contractors

Effective Date of This Revision: September 29, 2005

Contact for More Information: Contracting and Purchasing Services

Board Policy  Administrative Policy  Procedure  Guideline

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The purpose of the Conflict of Interest Policy is to foster high ethical standards of performance by ensuring that actual or apparent conflict of interest situations are avoided. The guidelines address specific areas of potential conflict of interest.

A conflict of interest may occur when a University faculty/staff member meets any one of the following criteria:

- A. The faculty/staff member is:
  - 1. an officer, director, trustee, sole proprietor, partner, employee, sales representative or agent of, OR
  - 2. a consultant, independent contractor or advisory board member to an external organization or corporation either seeking to do or doing business with the University, funding a sponsored project, or providing goods or services under a sponsored project in which the faculty/staff member is participating in any capacity; OR
- B. The faculty/staff member is the actual or beneficial owner of more than five percent (5%) of the voting stock or controlling interest of such organization or corporation, or the market value of her/his stock exceeds \$10,000; OR
- C. The faculty/staff member has dealings with such organization or corporation from which he/she derives income (e.g., royalties, stipends, salary) of more than \$10,000 per year, exclusive of dividends and interest; OR
- D. The assets of the faculty/staff member's Family/Household, alone or in combination with the assets of the faculty/staff member, meet any of the criteria stated in paragraphs A, B and C above. Family/Household is defined to include a) immediate family (spouse, parents and children) and b) persons living at the same residence as the faculty/staff member, except their tenants or employees.

The Guidelines are organized as follows:

**Section**

- I. [Contracting with University Employees \(Faculty/Staff\)](#)
- II. [Contracting with Others](#)
- III. [Soliciting Faculty/Staff to Provide 403\(b\) Options Available in the University's Benefit Packages](#)
- IV. [Soliciting Clients for A Faculty/Staff's Private Business](#)

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Authority: L. Plachta, President; M. Rao, President

History: 12-14-90; 4-23-99; 9-29-05

Indexed as: Contracts with University Employees' Business; Gifts; Use of University Materials in Private Business; Royalties; Sponsored Projects; Endorsement of Employee Business by University; Soliciting Clients For Employee Business

Title/Subject: **CONFLICT OF INTEREST GUIDELINES**

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- V. [Use of University Materials and Equipment in a Faculty/Staff's Private Business](#)
- VI. [Use of University Name to Suggest Private Business is Operated/Endorsed by the University](#)
- VII. [Personal Gifts](#)
- VIII. [Development Activities](#)
- IX. [Conflict of Commitment](#)
- X. [Royalties](#)
- XI. [Sponsored Projects](#)
- XII. [Board of Trustees](#)

Attachment A Financial Disclosure Statement for Contracting with University Employees or Employee's Family/Household

Attachment B Financial Disclosure Statement Regarding Sponsored Projects (Parts I and II)

## **I. CONTRACTING WITH UNIVERSITY EMPLOYEES (FACULTY/STAFF)**

### **A. Definition**

A contract is any agreement between the University and another party, which is enforceable at law, whether or not it is, titled "Contract". A contract includes any agreement made on behalf of the University in which legally enforceable commitments are made by or to the University. Other terms that are sometimes used include agreement, letter of agreement, letter of understanding, memo of understanding, consortium, operating agreement, etc.

### **B. Guidelines**

The University may enter into contracts with University faculty/staff and businesses in which they have a financial interest so long as there is compliance with the reporting requirements and limitations outlined in Section C below. The University Purchasing Department, along with other departments who have been granted authorization, are delegated the responsibility of monitoring and approving all bidding and purchasing of equipment, goods and supplies, leases and rentals, and contracts for professional services from University faculty/staff or businesses in which University faculty/staff have a financial interest.

1. The reporting requirements and limitations set forth apply to all contracts except those which create or supplement employment relationship agreements between the University and the faculty/staff. This regulation covers, but is not limited to, the purchase of equipment, goods and supplies, contracts for construction, renovation and repair, leases and rentals, and contracts for professional services.
2. University offices may adopt more restrictive regulations (with the permission of the appropriate vice president) than those outlined in this Policy in order to serve the special needs of their area.
3. The University does expect account directors to use reasonable care to follow the established criteria, particularly in the use of University credit cards, Quick Purchase Orders and petty cash, and to see that the University makes quality purchases for the lowest prices and to avoid patterns of preferential purchasing from businesses owned or operated by University faculty/staff or businesses in which University faculty/staff have a financial interest.

Title/Subject: **CONFLICT OF INTEREST GUIDELINES**

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**C. Reporting Requirements when Contracting with Faculty/Staff or Their Family/household's Business**

1. It must be demonstrated that the business is an ongoing pre-existing one, based on the following criteria:
  - a. The business must have been in existence for at least one year prior to doing business with the University.
  - b. The business cannot generate 50 percent or more of its gross annual sales from sales to the University.
2. The faculty/staff must complete a Financial Disclosure Statement (see Attachment A) and submit it to the Purchasing Department before the business is eligible to contract with the University. A disclosure statement must be resubmitted annually to remain eligible.
3. The faculty/staff or their Family/Household may not sell or lease products or services to the faculty/staff's own department/unit or to departments he/she supervises.
4. If the purchase exceeds the Quick Purchase Order limit, competitive pricing is required.
5. No contracts will be made with a University faculty/staff's, or their Family/Household's business if that faculty/staff has been involved with developing the design or specifications for that contract, or is involved in negotiating that contract on behalf of the University.

**D. Exceptions**

The President or designee may approve exceptions to this Policy, which involve University faculty/staff. Faculty/staff must process their request for an exception through their appropriate vice president. Exceptions involving the President must be approved by the Finance Committee of the Board of Trustees. Approval of all exceptions must be in writing and include a disclosure of the parties to the transaction, the subject matter of the transaction, and reasons for the exception. If approved, the signed exception must be forwarded to the Purchasing Department.

**II. CONTRACTING WITH OTHERS**

Individuals other than faculty/staff may have special relationships with the University (e.g., retirees or persons supplying independent contractor services). University faculty/staff should use care to be sure that decisions to purchase or enter into other contractual situations with these individuals are made in the best interest of the University. Faculty/staff should use care to protect the University from the appearance of impropriety, as well as actual impropriety. In addition, proper University contracting policy must be followed.

**III. SOLICITING FACULTY/STAFF TO PROVIDE 403(b) OPTIONS AVAILABLE IN THE UNIVERSITY'S BENEFIT PACKAGES**

**A. Guidelines**

Faculty/staff who want to sell University-authorized 403(b) retirement options to other University employees may do so as long as there is compliance with the reporting requirements and limitations outlined in Section B below. Contracts may be made only with insurance companies and mutual funds on the approved list maintained by Human Resources, Benefits Section.

Title/Subject: **CONFLICT OF INTEREST GUIDELINES**

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**B. Reporting Requirements and Limitations**

1. The faculty/staff must demonstrate that he/she operates an ongoing pre-existing business according to the following criteria:
  - a. The business must have been a licensed security dealer for at least one year prior to doing 403(b) business with University employees.
  - b. The faculty/staff's investment business cannot generate 50 percent or more of its gross annual sales from 403(b) sales to University employees.
2. The faculty/staff must complete a Financial Disclosure Statement (see Attachment A) and submit it to the Purchasing Department before he/she is eligible to do 403(b) business with University employees. A disclosure statement must be resubmitted annually to remain eligible.
3. The faculty/staff may not sell 403(b) securities or services to members of her/his own department/unit or to the persons he/she supervises.
4. No 403(b) contracts may be made through a faculty/staff's business for four years after that faculty/staff member has been involved in the selection of and/or monitoring of the investment options.

**C. Exceptions**

The President or designee may approve exceptions to this Policy, which involve University faculty/staff. Faculty/staff must process their request for an exception through their appropriate vice president. Exceptions involving the President must be approved by the Finance Committee of the Board of Trustees. Approval of all exceptions must be in writing and include a disclosure of the parties to the transaction, the subject matter of the transaction, and reasons for the exception. If approved, the signed exception must be forwarded to the Purchasing Department.

**IV. SOLICITING CLIENTS FOR A FACULTY/STAFF'S PRIVATE BUSINESS**

- A. Some offices of the University provide services to other University offices or to outside agencies, businesses or people (e.g., a public school district). If the University office cannot accommodate a request, the offices or agencies needing assistance then look elsewhere. Sometimes they end up directly paying a University faculty/staff to complete the work as a supplemental assignment. Some University faculty/staff perform services or provide consulting, both as University employees and also as private independent consultants. A person should not decide whether the University office can provide services to another University office or to an outside business, agency or person, if that same person also might undertake the work as a private consultant. In such situations, the request must be referred to either the Assistant Vice President for Research or the Director of Purchasing, who will make the decision.
- B. University faculty/staff must disclose in writing to her/his vice president what services and consultations he/she has provided privately to persons or agencies that made their first inquiry through the University.

Title/Subject: **CONFLICT OF INTEREST GUIDELINES**

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**V. USE OF UNIVERSITY MATERIALS AND EQUIPMENT IN A FACULTY/STAFF'S PRIVATE BUSINESS**

**A. Guidelines**

1. Any University faculty/staff who undertakes outside employment or consultation for a fee should use care not to fulfill their outside business commitments on University time or with the use of University equipment, supplies or support staff.
2. Faculty/staff must not use CMU communication systems (e.g., telephones, telefax, electronic mail, copy machines) to regularly conduct a private business.
3. Faculty/staff may not list a University address, phone number, fax number or electronic mail address on stationery, business cards, advertisements, etc. as a contact for their private business.
4. The University does not consent to the regular use of work site materials or to the use of more costly supplies and services (e.g., computer time, long distance telephone calls, regular use of telephones for local business calls, clerical services, darkroom supplies, special supplies, photocopying, large amounts of paper) by faculty/staff working on private projects, and it does not consent to removal of tools and equipment from the University premises. Some departments or units may adopt restrictions or prohibitions even on minimal uses on the basis of potential liability; skill needed to operate equipment, past problems, wear and tear, or other reasons.

**B. Exceptions**

1. The President or designee may approve exceptions to this Policy, which involve University faculty/staff. Faculty/staff must process their request for an exception through their appropriate vice president. Exceptions involving the President must be approved by the Finance Committee of the Board of Trustees. Approval of all exceptions must be in writing and include a disclosure of the situation, the subject matter of the transaction, and reasons for the exception. If approved, the signed exception must be forwarded to the Purchasing Department.
2. No statement above shall be interpreted in a way, which is inconsistent with the Intellectual Property Rights Policy.

**VI. USE OF UNIVERSITY NAME TO SUGGEST PRIVATE BUSINESS IS OPERATED/ENDORSED BY THE UNIVERSITY**

- A.** University faculty/staff who operate a private business may not state or imply that their business is operated, endorsed or approved by Central Michigan University, unless they have a written agreement with the University to do so. Faculty/staff must process their request for approval through their appropriate vice president. Such approval must be obtained from the Office of the President.
- B.** Faculty/staff may not use Central Michigan University stationery in conducting their private business.
- C.** Faculty/staff must not use CMU communication systems (e.g., telephones, telefaxes, electronic mail, copy machines) to regularly conduct a private business.
- D.** Faculty/staff may not list a University address, phone number, fax number or electronic mail address on stationery, business cards, advertisements, etc. as a contact for their private business.

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**VII. PERSONAL GIFTS (revised 9/29/2005)**

**A. Guidelines**

1. A gift or bequest is defined as anything of value except as excluded in VII B.1. For example, a gift or bequest may be in the form of money, goods (e.g., golf balls, candy), gift certificates, entertainment (theatre, concert tickets), lodging, services, and/or price concessions (discounted rates).
2. University faculty/staff shall not accept a gift or bequest from an individual or organization that has or may have a business interest with the University (i.e., is either currently engaged in business with CMU or may benefit in future business transactions or from a decision the faculty/staff member may make or influence).
  - a. When circumstances require a gift or bequest to be accepted by a faculty/staff member, a disclosure statement must be filed with the President or her/his designee OR if the gift or bequest is accepted by the President or a Board member, a disclosure statement must be filed with the Board of Trustees Finance and Audit Committee. Disclosure statements shall describe the gift or bequest, its source, and its disposition (e.g. donated to CMU; donated to a charitable organization; kept by the recipient). If the recipient wants to keep the gift or bequest for her/himself, the aforementioned disclosure statement must also then include a justification for doing so. The disclosure statement then must be approved before the recipient will be allowed to keep the gift or bequest.
  - b. The University recognizes that some faculty/staff members will receive gifts or bequests from personal friends who also do business with the University. The faculty/staff member shall file a disclosure statement with the President or designee if the value of all gift(s) or bequest(s) from a personal friend exceeds \$150 during a University's fiscal year (7/1 - 6/30).
3. University faculty/staff shall not accept a gift or bequest from a student or prospective student when the faculty/staff member is, or is likely to be, in a position to make or affect decisions about that student. This Guideline is intended to avoid the appearance of influence in the awarding of grades or other decisions affecting the student. The exception **B.1.a.** below does not apply to this specific guideline. Faculty/staff members may accept gifts from students after their relationship as faculty/staff – student is ended, so long as the gifts were not reasonably anticipated (flowers or a book or product of an international student's home country, given as the student is graduating and after final grades have been posted and the degree or credential conferred).

**B. Exceptions**

1. A gift or bequest for purposes of this Conflict of Interest Policy does not include:
  - a. Items received from one specific individual or organization with an aggregate value less than \$100 during the University's fiscal year.
  - b. Food, flowers, or other consumables or perishables which the recipient makes available to guests, visitors or the entire office.
  - c. Items won at a conference, meeting, etc., where all attendees were given equal opportunity to win.

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- d. Items made available to all faculty/staff or to the general public.
  - e. Food or beverages consumed at a business function or entertainment which is included as part of a business function.
  - f. Attendance at professional meetings and/or customer events, at which a faculty/staff member's expenses are underwritten in whole or in part by a business or commercial enterprise, so long as attendance is not prior to a potential CMU purchase and the meeting/event is not being offered solely for CMU.
  - g. Attendance/participation at a sponsored fundraiser (e.g. Lem Tucker, Development scholarship outings) which is underwritten in whole or in part by businesses or commercial enterprises.
  - h. Staying or dining with a personal friend at his/her residence.
2. The President or designee may approve additional exceptions to this Policy, which involve University faculty/staff. Faculty/staff must process their request for an exception through their appropriate vice president. Exceptions involving the President or Board member(s) must be approved by the Finance and Audit Committee of the Board. Approval of all exceptions must be in writing and include a disclosure of the parties to the gift, the nature of the gift, and reasons for the exception. If approved, the signed exception must be forwarded to the Contracting & Purchasing Services Department.

#### **VIII. DEVELOPMENT ACTIVITIES**

- A. Federal tax laws prohibit the University from providing charitable gift receipts for monies given to the University to benefit any specific individual. Hence, individual faculty/staff or members of their Family/Household will not receive charitable gift receipts if they give funds to the University to benefit themselves or Family/Household directly.
- B. Similarly, account directors should not provide faculty/ staff with monies for personal use that are proportional to the gifts that such individuals have donated to the University. If account directors are approached by potential donors who suggest that their gift is contingent on explicit or implicit agreements about services to be provided them by the University, the account directors should contact their vice presidents before entering into any such agreement. Only the vice presidents are authorized to accept gifts to the University "with strings attached."

#### **IX. CONFLICT OF COMMITMENT**

- A. Neither work outside the University nor work for different units within the University is prohibited, but it must not constitute a conflict of commitment. Conflicts of commitment are situations in which a University faculty/staff's supplemental or additional activities, often valuable in themselves, and even when they result in no personal gain or improper advantage to others, nevertheless interfere improperly with the faculty/staff's obligations to the University. Conflict of commitment may also arise when faculty/staff accept more than the equivalent of one full-time appointment. In these situations, the faculty/staff is required to disclose this to their respective supervisor. This language shall not be interpreted in a way, which is inconsistent with any collective bargaining agreement or employee policy on the subject.

Title/Subject: **CONFLICT OF INTEREST GUIDELINES**

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**X. ROYALTIES**

- A. The university's Intellectual Property Rights Policy provides specific information regarding the distribution of royalties for intellectual property owned by the University. The policy also provides information related to royalties if the ownership of intellectual property is retained by the creator. Please refer to this policy for specific details. The policy is available by contacting the Office of Research and Sponsored Programs at 774-6777 or at the web site address, [www.orsp.cmich.edu](http://www.orsp.cmich.edu).

**XI: SPONSORED PROJECTS**

**A. Overview**

1. The guidelines in this section are intended to assure that the design, conduct and reporting of research and other sponsored projects conducted by Central Michigan University are not biased by any conflicting financial interest of persons involved in carrying out the sponsored projects. To achieve this goal, the University is committed to:
  - a. identifying significant financial interests that would reasonably appear to affect the sponsored research and
  - b. addressing actual, perceived, and potential conflicts.

The guidelines are to be used for identifying and resolving actual, perceived or potential faculty/staff conflicts of interest pertaining to sponsored projects.

2. These guidelines apply to:
  - a. all faculty and staff involved in sponsored projects funded by federal, state or local government agencies, private foundations, or commercial/corporate sponsors, and
  - b. sub-grantees, contractors or collaborators working under the auspices of Central Michigan University on sponsored projects funded by federal, state or local government agencies, private foundations, or commercial/corporate sponsors, and
  - c. purchase orders and subcontracts issued by Central Michigan University under its sponsored projects regardless of the source of funds.

**B. Disclosure Requirements**

1. Participating faculty/staff members in a sponsored project include:
  - a. the project director/principal investigator,
  - b. co-project director/co-principal investigator, and
  - c. any other person at the University who is responsible for the design, conduct, or reporting of research or educational activities funded or proposed for funding through a sponsored project.
2. Each faculty/staff member participating in a sponsored project covered by these guidelines must disclose whether he/she has external affiliations that may constitute an actual, perceived or potential conflict as described in any of the criteria outlined in paragraph A-D on the first page of the guidelines.

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3. No later than the time when a **grant proposal** is submitted to the Office of Research and Sponsored Programs for transmittal to a specified funding agency, each participating faculty/staff member must have on file with the Office of Research and Sponsored Programs a completed Financial Disclosure Statement Regarding Sponsored Projects (see Attachment B) covering the fiscal year in which the proposal is submitted.
4. Prior to the finalization of any **contracts or subcontracts** issued to the University, each participating faculty/staff must have on file with the Office of Research and Sponsored Programs, a completed Financial Disclosure Statement Regarding Sponsored Projects (see Attachment B) covering the fiscal year in which the proposal is submitted.
5. In order to insure that an external subcontractor does not have a conflict of interest related to the particular project, the Principal Investigator on a project is responsible for obtaining a completed Financial Disclosure Statement Regarding Sponsored Projects (see Attachment B) from every subcontractor who will be working on the project. These statements must be submitted to and reviewed by the Director of the Office of Research and Sponsored Programs prior to the University signing any agreements with the subcontractor(s).
6. A negative disclosure (one that reveals no conflict of interest) will be signed by the Director of the Office of Research and Sponsored Programs and retained in the Office of Research and Sponsored Programs.
7. A positive disclosure (one that requires additional review) will be reviewed initially by the Director of the Office of Research and Sponsored Programs in an attempt to resolve any actual or potential conflicts of interest. In those instances where the conflict cannot be resolved at the initial review stage, positive disclosures will be referred to a **Conflict Review Committee** for additional review. This committee consists of the Assistant Vice President for Research, Assistant Vice President for Academic Administration and the Director of Purchasing, advised by the University Counsel. In the event that the committee determines that additional expertise is necessary, it reserves the right to invite persons with such expertise to participate in its discussions. When resolved, the positive disclosure form and any materials relating to the resolution of the actual or potential conflict of interest will be retained in the Office of Research and Sponsored Programs.

***Note:** It is not the intent of the Office of Research and Sponsored Programs to delay the submission of a sponsored project because of problems relating to the disclosure form. However, all disclosures must be completed **and all actual, perceived, or potential conflicts must be resolved prior to the University's expenditure of any funds under the sponsored project or issuance of a purchase order or subcontract for the acquisition of goods and services under a sponsored project.***

8. The Director of the Office of Research and Sponsored Programs will also arrange to have all financial disclosures updated during the period of the faculty/staff member's sponsored projects, either on an annual basis or as new reportable significant financial interests are obtained. It is the faculty/staff member's responsibility to notify the Office of Research and Sponsored Programs of any conflict of interest that arises during the implementation of the sponsored project when none was present at the time the project award was first accepted.

### **C. Responsibilities of the Conflict Review Committee**

In reviewing positive disclosures forwarded by the Director of the Office of Research and Sponsored Programs, the Conflict Review Committee will be guided by the following practices and may apply them whenever appropriate:

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1. Determine, from the disclosure form, whether a significant financial interest could directly and significantly affect the design, conduct or reporting of funded research.
2. Assure adherence to all relevant and existing University policies as outlined in such publications as the *Faculty Handbook*, the *PA Handbook*, the *SO Handbook*, the *ORSP Handbook*, and the *Standard Practice Guide*. The committee should also refer to and comply with provisions in the *Agreement* between the University and the CMU Faculty Association, as well as any other University documents that it may consider relevant and appropriate.
3. Consider the nature and extent of the financial interest in the relationship between the faculty/staff member and the external organization.
4. Give special consideration to the terms and conditions of sponsored project agreements that may mitigate or complicate the specific situation under review.
5. Consult with and obtain additional information from the faculty/staff member that either the Conflict Review Committee or the faculty/staff member feel may be helpful in resolving an actual or potential conflict.
6. Act in a timely manner so as not to delay unduly the conduct of the sponsored project.
7. Conclude that the University may take one of the following actions:
  - a. Accept the sponsored project award.
  - b. Do not accept the sponsored project award.
  - c. Accept the sponsored project award subject to:
    - i. public disclosure of significant financial interests; or
    - ii. making suitable modifications in the research plan; or
    - iii. arranging to have the faculty/staff member's research monitored by independent reviewers; or
    - iv. divestiture by the faculty/staff member of significant financial interests; or
    - v. the assignment of a different faculty/staff member without a financial interest to take responsibility for the sponsored project; or
    - vi. severance of any relationship that creates an actual, perceived or potential conflict of interest on the part of the faculty/staff member or the faculty/staff member's Family/Household.

#### **D. Compliance**

1. The University requires all faculty/staff involved in sponsored projects to comply fully with all requirements of these guidelines. Violations of the guidelines include, but are not limited to:
  - a. failure to file a disclosure form;

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- b. filing of an incomplete, erroneous or misleading disclosure form that the person knew or should have known was incomplete, erroneous or misleading;
  - c. willful concealment of financial interests; or
  - d. failure to provide additional information as required by the Conflict Review Committee.
2. The Conflict Review Committee will review all allegations of violations and will make recommendations regarding the imposition of sanctions to the Provost or appropriate vice president. Sanctions imposed will be commensurate with or appropriate to the violation.
  3. Any faculty/staff member against whom an allegation of violation is made shall be accorded due process as provided in any applicable collective bargaining agreement or other appropriate procedures at Central Michigan University.

**E. Confidentiality and Records Retention**

1. The Office of Research and Sponsored Programs shall maintain the maximum confidentiality allowed by law concerning the records pertaining to each disclosure. Access to such records will be limited to the staff of the Office of Research and Sponsored Programs in carrying out their duties, the faculty/staff member, the Conflict Review Committee, the Provost, and others on a "need to know" basis.
2. The Office of Research and Sponsored Programs will comply with all federal reporting regulations regarding conflict of interest. This includes, but is not limited to the Public Health Services' (PHS) requirement that the University report to PHS, prior to the expenditures of PHS funds, the existence of a conflicting interest and assure that the interest has been managed, reduced, or eliminated. In addition, when required by the federal agency, the Office of Research and Sponsored Programs will inform a specific funding agency whenever the University is unable to satisfactorily manage/resolve an actual, perceived, or potential conflict of interest.
3. The Office of Research and Sponsored Programs will also maintain records of all financial disclosures and of all actions taken to resolve actual, perceived or potential conflicts of interest until at least three (3) years after the termination or completion of the sponsored project to which they relate, or the resolution of any action involving those records, whichever is longer.

*Note: Certain sponsors, particularly federal agencies, may have requirements that are more rigorous than those outlined in these guidelines with regard to the timing and frequency of faculty disclosures and other provisions as well. In the case of such discrepancies, the sponsors' requirements will generally prevail.*

**XII. BOARD OF TRUSTEES**

- A. Sections I through XI of these Guidelines For Applying Conflict of Interest Policy are intended to apply to the Board of Trustees of Central Michigan University, except where it is clear they only apply to University faculty/staff.
- B. Exceptions involving individual Board of Trustee members must be approved by the Finance Committee of the Board of Trustees.

*Central Michigan University reserves the right to make exceptions to, modify or eliminate this policy and or its content. This document supersedes all previous policies, procedures or guidelines relative to this subject.*

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**ATTACHMENT A**

**CENTRAL MICHIGAN UNIVERSITY  
FINANCIAL DISCLOSURE STATEMENT  
FOR CONTRACTING WITH UNIVERSITY EMPLOYEE OR  
EMPLOYEE'S Family/Household**

1. Name of employee \_\_\_\_\_
2. CMU phone no. \_\_\_\_\_ 3. Rank/Title \_\_\_\_\_
4. Department \_\_\_\_\_
5. Name of business \_\_\_\_\_
6. Business address \_\_\_\_\_
7. Business phone no. \_\_\_\_\_ 8. Date business started \_\_\_\_\_
9. Employee's relationship to the business (e.g., owner, stockholder, or owned by Family/Household member)  
\_\_\_\_\_  
\_\_\_\_\_
10. Commodities or services offered by business \_\_\_\_\_  
\_\_\_\_\_
11. Did the business generate more than 50% of its last year's gross annual sales from the University?  
Yes \_\_\_\_ No \_\_\_\_
12. Business's gross annual sales to the university \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

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**ATTACHMENT B  
PART I (a)**

**CENTRAL MICHIGAN UNIVERSITY  
PROJECT BY PROJECT  
FINANCIAL DISCLOSURE STATEMENT  
REGARDING SPONSORED PROJECT**

**NAME:** \_\_\_\_\_

**RANK/TITLE:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_

**TITLE OF SPONSORED PROJECT:** \_\_\_\_\_

**NAME OF FUNDING SPONSOR:** \_\_\_\_\_

**PROJECT PERIOD:** \_\_\_\_\_

**Family/Household is defined to include a) immediate family (spouse, parents, and children) and b) persons living at the same residence as the faculty/staff member, except their tenants or employees.**

1. Are you or any member of your Family/Household an officer, director, trustee, sole proprietor, partner, employee, sales representative, agent, consultant, independent contractor, or advisory board member of either the external organization/agency funding this sponsored project or an external organization/agency from which goods and services could be obtained under this sponsored project?

NO       YES (if so, please complete Attachment B Part II Explanation Form)

2. Do you and other members of your Family/Household own stock which has an aggregate value of more than \$10,000 or which represents more than five percent (5%) of the voting stock in the external organization/agency funding this sponsored project or any external organization/agency from which goods and services could be obtained under this sponsored project?

NO       YES (if so, please complete Attachment B Part II Explanation Form)

3. Did you and/or other members of your Family/Household derive aggregated income within the past year, or do you or any member of your Family/Household anticipate deriving aggregated income, exceeding \$10,000 per year from the external organization/agency funding this sponsored project or any external organization/agency from which goods and services could be obtained under a sponsored project?

NO       YES (if so, please complete Attachment B Part II Explanation Form)

**CERTIFICATION:** I have read and agree to comply with the Central Michigan University *Conflict of Interest Guidelines - Section XI Sponsored Projects*.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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**ATTACHMENT B  
PART I (b)**

**CENTRAL MICHIGAN UNIVERSITY  
ANNUAL  
FINANCIAL DISCLOSURE STATEMENT  
REGARDING SPONSORED PROJECTS**

**NAME:** \_\_\_\_\_

**RANK/TITLE:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_

**TIME FRAME THIS DISCLOSURE COVERS:** \_\_\_\_\_  
(Cannot be longer than one year)

Please list any and all agencies, corporations, companies, funding sponsors, etc. in which you or your Family/Household are involved that creates or has the potential to create a conflict of interest with any of your sponsored projects. Family/Household is defined to include a) immediate family (spouse, parents, and children) and b) persons living at the same residence as the faculty/staff member, except their tenants or employees.

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1. Are you or any member of your Family/Household an officer, director, trustee, sole proprietor, partner, employee, sales representative, agent, consultant, independent contractor, or advisory board member of an external organization/agency which could fund a sponsored project or from which goods and services could be obtained under a sponsored project?

NO       YES (if so, please complete Attachment B Part II Explanation Form)

2. Do you and other members of your Family/Household own stock which has an aggregate value of more than \$10,000 or which represents more than five percent (5%) of the voting stock in an external organization/agency which could fund a sponsored project or from which goods and services could be obtained under a sponsored project?

NO       YES (if so, please complete Attachment B Part II Explanation Form)

3. Did you and/or other members of your Family/Household derive aggregated income within the past year or do you or any member of your Family/Household anticipate deriving aggregated income exceeding \$10,000 per year from an external organization/agency which could fund a sponsored project or from which goods and services could be obtained under a sponsored project?

NO       YES (if so, please complete Attachment B Part II Explanation Form)

**CERTIFICATION:** I have read and agree to comply with the Central Michigan University *Conflict of Interest Guidelines - Section XI Sponsored Projects*.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Title/Subject: **CONFLICT OF INTEREST GUIDELINES**

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**ATTACHMENT B  
PART II**

**FINANCIAL DISCLOSURE STATEMENT  
EXPLANATION FORM**

**NAME:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_

Name of the organization/agency with which an actual, perceived, or potential conflict of interest may exist:

\_\_\_\_\_

Whose affiliation with this organization/agency creates the actual or potential conflict of interest?

\_\_\_\_\_

What is the nature and extent of this affiliation? (e.g., consulting fees of \$20,000 per year paid to the faculty/staff member; the faculty/staff member, spouse, and children own an aggregate of 40% of the stock in the agency funding this sponsored project; royalties to the faculty/staff member and their Family/Household pay an annual income of approximately \$15,000)

\_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Criterion 2 Evidence  
Electronic Resource Policy



# University Libraries

[CentralLink](#) > [CMU Libraries](#) > [Policies](#) > Electronic Resource Policy

## Electronic Resource Policy

[Purpose/General Statement](#) | [Selection](#) | [Cataloging](#) | [Duplication](#) | [Licensing](#) | [Archiving](#) | [Copyright](#) | [Privacy and Confidentiality](#) | [Security](#) | [De-selection](#)

Last Updated: 8/23/04

### Purpose/General Statement

The Central Michigan University Libraries supports the instructional and research programs of the university. Toward this aim, the Libraries collects or provides access to materials in multiple formats, including electronic formats. This policy applies to the special features of all electronic formats existing and possible existing in the future.

### Selection

Resources available via the Internet are proliferating. The Libraries recognizes that careful selection of electronic resources, and availability of these through the Libraries' catalog will accomplish several objectives: 1) increase awareness and maximize use of significant sites; 2) provide value-added access to Internet resources often absent when using various search engines to locate resources; 3) enhance and expand the Libraries' collection of traditional formats. Selection responsibility of these resources rests with individual Subject Librarians and the Head of Collection Development as these materials fall into their regular selecting responsibilities.

Electronic or digital resources considered for acquisition should usually:

- Follow current collection parameters already in place as represented by the currently approved collection development policy statements, individual department policies and other related documents;
- Be available in formats currently accessible by appropriate hardware/software already in the library or available on campus. If the necessary hardware/software is not currently available on campus, purchasing these should be considered along with the resource. Care

- Be an enhancement and enrichment of current collections;
- Be substituted for printed information with caution because of the volatility of the information industry;
- Be evaluated in light of other potential acquisitions, and weighed against other possible acquisitions from the materials budget;
- Be evaluated for stability and integrity;
- Allow for the number of simultaneous users appropriate to the resource;
- Allow printing, sharing, downloading within copyright regulations.

## **Cataloging**

The cataloging of an electronic resource will signify that the Libraries have acquired it. All electronic resources linked to the Libraries' gateway will be cataloged without regard for whether they are free or fee-based. Cost or absence of cost is not a factor in prioritizing electronic resources for cataloging. Cataloging practice and procedures are outlined in the Electronic Resources Cataloging Policy.

## **Duplication**

Acquiring an electronic resource that duplicates an existing print resource constitutes acceptable duplication when the Libraries will incur no additional fee.

The Libraries may duplicate a print resource with a fee-based electronic resource when:

- Multiple formats meet significantly different needs of user groups;
- Features or access to information is significantly improved;
- There is a cost benefit for purchasing multiple formats;
- Preservation of the original for its intrinsic value or its historical value is important

## **Licensing**

When acquiring electronic resources, the Head of Collection Development will negotiate vendor licensing agreements in consultation with the appropriate subject librarian(s), Systems, and Technical Service staff. It is also possible that in some cases the University Purchasing Department may negotiate and sign agreements. Collection development will maintain the file containing copies of all licensing agreements. Final responsibility for compliance with licensing agreements rests with the Head of Collection Development, in consultation with the relevant members of the Libraries' DAC, the University Purchasing Department and the University Attorney, as may be necessary.

Information providers should employ a standard agreement that describes the rights of the Libraries and their authorized users in terms that are readable and explicit, and they should reflect realistic expectations about CMU's ability to monitor use and discover abuse. Agreements should contain consistent business and legal provisions, including, for example, indemnification against third party copyright infringement liability, the application of Michigan state laws and the use of Michigan courts of law should that become necessary.

Licenses should permit fair use of all information for non-commercial educational, instructional and research purposes by authorized users. Authorized users are defined as all currently enrolled students (i.e., not former students), faculty, staff on or off campus, or visiting patrons located in the Libraries. License should include interlibrary loan and traditional and electronic reserves permissions whenever feasible.

Information providers should be able to link their access control mechanisms to CMU's authentication infrastructure; access to their products should not require individual passwords and/or user IDs.

## **Archiving**

The CMU Libraries have a legitimate interest in maintaining collection integrity through archives of the electronic resources they have licenses or otherwise acquired. For electronic journals and other similar resources, a license should include permanent rights to information that has been paid for, in the event that a licensed database is subsequently canceled or removed by either the Libraries or the vendor.

In these cases, responsibility for providing archival access should be clearly defined in all agreements and licenses. Government publications and some professional societies and publishers take on the responsibility for data archive security or are in partnership with a university or other entities to archive electronic-only publications. If the information provider does not maintain archival access, the CMU Libraries retain the right to maintain archival access on their own servers and/or to negotiate for formats that are most appropriate for the transfer and storage of archival information.

The Libraries are moving away from ownership in the electronic environment, preferring access via Internet, WWW, etc. whenever possible for ease of use, wider access, and possible cost savings over local maintenance and storage. However, there will be costs, copyright, and licensing issues associated with Internet access. It is not necessary in many instances for the Libraries to own the archival version of electronic products, but ownership can be crucial in certain circumstances, such as when vendors/publishers do not guarantee maintaining archival copies of products that are essential to the research and teaching needs of the University. Archival ownership may not be necessary, for example, for bibliographic databases and certain full-text databases. Subject librarians should use their best judgment in recommending the highest quality medium and must investigate cost/benefit and risk in collaboration with the Head of Collection Development.

## **Copyright**

The Libraries will comply with the existing copyright laws. The Libraries will also promote copyright compliance among its users and among its staff.

## **Privacy and Confidentiality**

CMU Libraries respect the privacy of library users. No cookies or other tracking devices will be used that could identify individual users.

## **Security**

All electronic resources will connect and operate properly in conjunction with the Libraries and the campus' firewalls.

## De-selection

Electronic resources will be reviewed periodically to assess their continuing value. If the resource no longer meets the criteria in this policy or in the subject specific policy, it will be weeded from the collection.

In committee: S. Folsom, D. Ginsburg, P. Grudzien

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Criterion 2 Evidence  
Environmental Health and Safety

## Environmental Health & Safety

### Fire Exit Safety

#### Senate Bill 1142 – Fire Exit Training

Pursuant to the State of Michigan Senate Bill 1142 all instructional staff must be trained in fire drill procedures. In addition, the University has to report to the State Fire Marshal that all instructional staff has been trained annually. The following three minute video will accomplish the mandated training requirement. If you have any questions please contact Environmental Health & Safety at (989) 774-7398.

Please click [Fire Exit Safety Training](#) to view the online training.

Then check the box that you have watched the video.

---

### EH&S Safety Updates - Cold Stress Safety

Click [Winter Safety](#) for our safety tips.

---

### EH&S Safety Data Sheet Database

The Environmental Health & Safety Department is working with our vendor, MSDSONline, to give you a central database to look up the Safety Data Sheets (SDS) that we currently have on file.

Please click [Safety Data Sheets](#) for access to the database.

## Environmental Health & Safety

- Risk Management
- Environmental Health & Safety

EH&S Safety Updates

Emergency Action Plans

Environmental Information

Forms and Checklists

Hazardous Waste Disposal

Health and Safety Information

Injuries

Laboratory and Field Safety

Links

Safety Data Sheet (SDS)

Safety Hotline

Training

Written Plans



Tobacco-free Policy

## MISSION STATEMENT

The mission of Environmental Health & Safety is to promote safety and protection of human and physical assets of Central Michigan University.

## COMMITMENT TO SERVICE

Environmental Health & Safety strives to ensure the campus of Central Michigan University is a safe place to work, learn and visit. The success of the department in fulfilling its responsibilities requires close coordination with and cooperation from the University community.

## SUPPORT SERVICES

Environmental Health & Safety implements and provides leadership in planning and organizing programs to ensure a safe campus environment, including:

- Identifying and analyzing health, environmental, and safety exposures.
- Monitoring workplace compliance with environmental, health and safety related state and federal regulations.
- Developing and managing campus emergency preparedness, fire and severe weather safety.
- Training in occupational health, safety and environmental areas, as required by state and federal regulations.
- Investigating accidental injuries and property damage losses.

## ENVIRONMENTAL HEALTH & SAFETY STAFF

**Jon Kujat**, Manager, Risk Mgmt,  
Environmental Health & Safety/  
Emergency Mgmt  
Email: [kujatjd@cmich.edu](mailto:kujatjd@cmich.edu)  
Phone: (989) 774-7398

**Caren Blanz**, Safety Administrator  
Email: [panko1ca@cmich.edu](mailto:panko1ca@cmich.edu)  
Phone: (989) 774-7398

**Jeff Suty**, Environmental Coordinator  
Email: [suty1ja@cmich.edu](mailto:suty1ja@cmich.edu)  
Phone: (989) 774-7398

# Criterion 2 Evidence

## Ethics Hotline



President's Letter of Endorsement

CMU Internal Audit Department

Follow-up on a Report

**ATTENTION!**

This web page is hosted on EthicsPoint's secure servers and is NOT a part of the Central Michigan University web site or intranet.

**TO MAKE A REPORT**

(Click on the appropriate category below)

<b>General Accounting &amp; Financial Matters</b>	Unethical recording of accounting and financial transactions.
<b>Theft/Embezzlement</b>	Unauthorized removal or taking of university property; misappropriations of funds or property.
<b>Fraudulent Activities</b>	Illegal acts characterized by intentional deception.
<b>Conflict of Interest</b>	Employee or employee's family member has an interest that may compromise or influence their behavior at the university.
<b>Falsification of Contracts, Reports or Records</b>	Altering, fabricating, falsifying, or forging documents, contracts, or records
<b>Improper Disclosure of Financial Records</b>	Fraudulent conduct in recording, preparing, reporting, or disclosing the content of financial records
<b>Improper Giving or Receiving of Gifts</b>	Giving or receiving items as an effort to influence a university business relationship or decision
<b>CMU Health clinical/medical issues</b>	Patient care, including HIPAA; faculty/staff issues, such as safety, harassment or misuse of resources.
<b>Other</b>	Fraudulent financial activity not described in one of the above categories.

**TO FOLLOW UP ON A REPORT (CLICK HERE)**

**ETHICSPOINT IS NOT A 911 OR EMERGENCY SERVICE.**

Do not use this site to report events presenting an immediate threat to life or property. Reports submitted through this service may not receive an immediate response. If you require emergency assistance, please contact your local authorities.

**CMU Ethics Hotline**

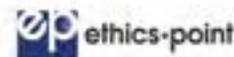
Central Michigan University has selected EthicsPoint to provide a simple, anonymous way for employees to confidentially report activities that may involve financial misconduct. To file a report, click on the appropriate category from the list on this page, or call EthicsPoint toll-free at 1-866-294-9379.

Reports not accepted via this hotline include the following:

- Staff Human Resource issues. Please direct these concerns to Employee Relations at 989-774-6447 or send an email to [smart/hr@cmich.edu](mailto:smart/hr@cmich.edu).
- Faculty Human Resource issues. Please direct these concerns to Faculty Personnel at 989-774-3366 or send an email to [fp@cmich.edu](mailto:fp@cmich.edu).
- Sexual harassment or discrimination issues. Please direct these concerns to Affirmative Action at 989-774-3253 or click here [www.cmich.edu/aaep](http://www.cmich.edu/aaep).
- Safety, Environmental, or Health issues. Please direct these concerns to Risk Management & Insurance / Environmental & Safety Services at 989-774-3741 or report concerns via the [Safety Hotline](#).
- Alcohol, Drugs, or Weapons issues. Please direct these concerns to CMU Police's Anonymous Tip Line at 989-774-1847 or send an email to [police@cmich.edu](mailto:police@cmich.edu).

CMU asserts that no retaliatory action will be taken against anyone for reporting or inquiring in good faith about potential ethical misconduct.

CMU employees are expected to use good judgment in the use of this reporting system.



# Criterion 2 Evidence

## Example Safety SOPs



## Biological Safety

The development of a university biological safety program is undertaken for essentially the same reasons as you would develop any safety program. Protection of the laboratory personnel and the environment is critical to all research and classroom activities involving biological agents. Increasing awareness and knowledge of biosafety issues and providing applicable training opportunities will develop and maintain safe work practices and promote exemplary laboratory operations.

The biosafety program at CMU has been designed to comply with federal, state and local regulations. Although aseptic techniques have long been established, the administration of biosafety programs are evolving along with cutting edge molecular techniques and protocols involving recombinant DNA technology. Institutional policies must be risk based, carefully assessed, and critically reviewed on a case by case basis. Principal Investigators must work closely with biosafety professionals to provide key information for novel research projects and to monitor changes that could potentially increase the risks. After the biological risks have been evaluated, approval is granted by the [CMU Institutional Biosafety Committee \(IBC\)](#). Composed of diverse, knowledgeable and interested members within the university and surrounding community, the IBC members collectively evaluate the research to be sure the work can be conducted in the safest manner possible.

**Thomas E. Schultz**  
**Biosafety/Laboratory Coordinator**  
**Biology Department/132 Brooks Hall**  
**Central Michigan University**  
**Mt. Pleasant, MI 48859**  
**Telephone: 989 774-3279 Fax: 989 774-3462**  
**email: [schulte@cmich.edu](mailto:schulte@cmich.edu)**

## Biological Safety

- > Art Safety
- > Biological Safety
- Acronyms
- Agents
- Animal Biosafety
- Barriers and PPE
- Biosafety Information
- Biosafety Manual: Waste Management
- Biotoxins
- Disinfection and Spills
- Forms
- General Information
- IBC Registration
- Postings and Signage
- Regulations and Guidelines
- Standard Operating Procedures
- Universal Precautions
- Vectors
- Waste
- > Chemical Safety
- > Field Safety
- > Hazardous Waste Disposal
- > Helpful Links

## Chemical Safety

### Annual Chemical Inventory and Laboratory Cleanout

The CMU Lab Safety Committee in cooperation with Risk Management/Environmental Health & Safety is holding its annual chemical inventory and laboratory cleanout period August 24-September 4, 2015, to focus on chemical inventory reduction and management. A chemical inventory for each lab is critical and required in meeting government reporting and compliance requirements, as well as being useful and helpful for the faculty and staff. Click [HERE](#) for more information.

### Chemical Hygiene Plan

Details the University's written plan to meet the requirements of the OSHA standard for work in labs.

### Chemical Hygiene Plan

[Appendix A - Chemical Reference Material](#)

[Appendix B - Laboratory Safety Checklist](#)

[Appendix C - FM Hazard Notification Procedure](#)

[Appendix D - PPE Guide to Hazard Sources - Workplace Assessment Forms](#)

[Appendix E - Glove Selection Table](#)

[Appendix F - Listed Hazardous Wastes](#)

[Appendix G - Characteristic Hazardous Wastes](#)

[Appendix H - MIOSHA Laboratory Standard](#)

[Appendix I - Lab Safety Training Record](#)

[Appendix J - Chemical Inventory Template](#)

- For Internet Explorer users, please **SAVE** this document - do not open it.

[Appendix K - SOP Template](#)

- For Internet Explorer users, please **SAVE** this document - do not open it.

[Appendix L - List of Chemicals Known to CA to Cause Cancer or Reproductive Toxicity](#)

[Appendix M - Injuries on campus](#)

## Chemical Safety

> Art Safety

> Biological Safety

> Chemical Safety

Chemical Compatibility

Chemical Fume Hood Safety

Chemical Inventory Form

Chemical Storage

Glove Selection

Identification of Hazardous Chemicals

Lab Inspection Checklist

Laboratory Equipment Decontamination Procedures

Liquid Nitrogen Safety

Particularly Hazardous Substances

> Field Safety

> Hazardous Waste Disposal

> Helpful Links

> Laser Safety

> Radiation Safety

> Training

Risk Management

# Criterion 2 Evidence

## Examples of Trustee Recusal

**MeritMail EMAIL AND CALENDARING UNIVERSITY-WIDE:**

It was moved by Mr. Fannon, seconded by Mr. Wardrop, and carried that the following resolution be adopted. Trustee Torreano recused herself from the vote.

BE IT RESOLVED, That the president or designee is authorized to sign a three - five-year contract with Merit Networks, Inc. to adopt MeritMail as CMU's next email and calendaring solution for all CMU audiences.

**SPENDING AUTHORIZATION FOR 2010-11: CONSENT AGENDA**

**RECITALS:**

1. The Board of Trustees will consider adoption of the operating budgets for fiscal year 2010-11 at a forthcoming meeting.
2. The current spending authorization will expire on June 30, 2010.

BE IT RESOLVED, That the president is authorized to expend such funds as are necessary to maintain university operations until the operating budget for fiscal 2010-2011 is approved.

**CONTRACTING AUTHORITY: CONSENT AGENDA**

BE IT RESOLVED, That the Board of Trustees authorizes the president or designee to sign contracts required to perform work necessary for the potential projects listed below.

Central Michigan University Research Corporation/U.S. Department of Labor, project titled "The Rural Health Information Technology Education and Resource Center," not to exceed \$666,179.

Commonwealth Scientific and Industrial Research Organization, project titled "Novel Biotechnologies for Prawn Fertility Control," not to exceed \$373,851.

Detroit Public Schools/U.S. Department of Education, project titled "Detroit Community Teacher Quality Improvement Initiative," not to exceed \$732,433.32

Iowa State University/National Science Foundation, project titled "Materials World Network: An International Education and Research Program in the Use of the Mixed Glass Former Effect to Study Ion Dynamics in Solid Electrolytes," not to exceed \$516,521.

Michigan Department of Environmental Quality/Environmental Protection Agency, project titled "Ecosystem Health of Great Lakes Coastal Wetlands," not to exceed \$319,328.

Michigan Department of Natural Resources and Environment/Environmental Protection Agency, project titled "Great Lakes Connections: Environmental Education," not to exceed \$210,000.

National Institutes of Health, project titled "Effects of Hippotherapy on Balance and Gait in Children with Cerebral Palsy," not to exceed \$858,501.40

*(to fill a position ending March 1, 2016)*

To be filled at a later date  
*(to fill a position ending March 1, 2016)*

**PRESENTATIONS:**

College of Communication and Fine Arts, Dr. Salma Ghanem, Dean;  
Academic Prioritization, Dr. E. Gary Shapiro, Provost

**AUTHORIZATION TO ENGAGE EXTERNAL AUDIT FIRM:**

It was moved by Trustee Hurd, seconded by Trustee Kottamasu, and carried that the following resolution be adopted as submitted.

BE IT RESOLVED, That the Board of Trustees authorizes the vice president for finance and administrative services to engage the accounting firm of Plante & Moran, PLLC to provide the university external audit services for a five-year period commencing with the 2011-2012 fiscal year.

**College of Medicine Committee report.**

**GRADUATE STUDENT HOUSING PROJECT UNIVERSITY LINE OF CREDIT:**

It was moved by Trustee Fannon, seconded by Trustee Kamine and carried that the following resolution be adopted as submitted. Trustee Wardrop abstained.

**RESOLUTION OF THE CENTRAL MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES AUTHORIZING THE BORROWING OF FUNDS TO MEET TEMPORARY  
CASH FLOW NEEDS, AND PROVIDING FOR OTHER MATTERS RELATING THERETO**

WHEREAS, the Central Michigan University Board of Trustees (the "Board") is a constitutional body corporate established pursuant to Article VIII, Section 6 of the Michigan Constitution of 1963, as amended, with general supervision of Central Michigan University (the "University") and the control and direction of all expenditures from the University's funds; and

WHEREAS, the Board has previously approved the acquisition construction and equipping of a graduate student housing project (the "Project"); and

WHEREAS, it is necessary for the board to authorize the borrowing of funds to provide temporary financing of a portion of the costs of the Project and other temporary cash flow needs of the University; and

WHEREAS, PNC Bank, National Association (the "Bank") has provided a "Summary of Terms and Conditions – Revolving Line of Credit Facility (the "Term Sheet"), on file with the Secretary to the Board, under which the Bank or related entities would provide or arrange for the provision by the Bank and other participant banks of a \$20,000,000 Line of Credit Facility to be used to temporarily finance costs of the Project and other cash flow needs of the Board;

WHEREAS, it is necessary to authorize the President and the Vice President for Finance and Administrative Services (the "Authorized Officers"), or either of them singly, to negotiate, execute and deliver a Loan and Pledge Agreement or Agreements (collectively, the "Agreement") with the Bank and any participant banks for the benefit of the Bank and any participant banks, and related documentation,

Criterion 2 Evidence  
Faculty Personnel Services Policies



### Policies/Regulations

- [Board of Trustees Policies and Administrative Policies](#)
- [Human Resources Policies](#)
- [Adjunct appointments \(pdf\)](#)
- [Academic Freedom \(pdf\)](#)
- [ADA Handbook Faculty and Teaching Staff \(pdf\)](#)
- [Advocacy \(pdf\)](#)
- [Animals on Campus \(pdf\)](#)
- [Closing the University or Delaying Operations Due to Weather or Other Adverse Conditions \(pdf\)](#)
- [Computing and Networking Resources \(pdf\)](#)
- [Conflict of Interest \(pdf\)](#)
- [Consensual Relationships \(pdf\)](#)
- [Contracts, Policies Governing \(pdf\)](#)
- [Contracting Authority \(pdf\)](#)
- [Criminal History Checks \(pdf\)](#)
- [Department Chairperson Duties](#)
- [Drug-Free Workplace \(pdf\)](#)
- [Drug-Free Schools and Communities Act Amendments of 1989 \(pdf\)](#)
- [Dual Career Employment Program \(pdf\)](#)
- [Emeritus Rank \(pdf\)](#)
- [Equal Opportunity and Affirmative Action Protocol \(pdf\)](#)
- [Examinations and Tests \(pdf\)](#)
- [Expense Reimbursement](#)
- [Family Educational Rights and Privacy Act](#)
- [Family Medical Leave Act \(pdf\)](#)
- [Five-Term Faculty Credit Hour Guidelines \(pdf\)](#)
- [Five-Term Faculty Policy \(pdf\)](#)
- [Freedom of Information Act \(pdf\)](#)
- [FTR & Tuition Chart - Graduate Assistants \(pdf\)](#)
- [Graduate Assistant Summary of Requirements \(Non-Union\) \(pdf\)](#)
- [Graduate Assistant Summary of Requirements \(Union\) \(pdf\)](#)
- [Immigration Expenses \(pdf\)](#)
- [Intellectual Property Rights \(pdf\)](#)
- [Interviews for Faculty and Staff \(pdf\)](#)
- [Mixed Class Policy \(pdf\)](#)
- [Moving Expense Policy \(pdf\)](#)
- [Nepotism/Family Employment \(pdf\)](#)
- [Paying Individuals to Perform a Service \(pdf\)](#)

### Policies/Regulations

- > [FPS Home](#)
- > [Archives](#)
- > [Benefits](#)
- > [Contact FPS](#)
- > [Meet the FPS Staff](#)
- > [CMU Faculty Association Website](#)
- > [CMU/CMUFA 2014-2019 Bargaining Agreement](#)
- > [Union of Teaching Faculty Website](#)
- > [CMU/UTF 2015 - 2020 Bargaining Agreement](#)
- > [CMU Graduate Student Union Website](#)
- > [CMU/GSU 2013 - 2016 Bargaining Agreement](#)
- > [CMED Faculty Employment and Personnel Considerations](#)
- > [Bylaws](#)
- > [Dual Career Employment Program](#)
- > [New Faculty Orientation](#)

- [Freedom of Information Act \(pdf\)](#)
- [FTE & Tuition Chart - Graduate Assistants \(pdf\)](#)
- [Graduate Assistant Summary of Requirements \(Non-Union\) \(pdf\)](#)
- [Graduate Assistant Summary of Requirements \(Union\) \(pdf\)](#)
- [Immigration Expenses \(pdf\)](#)
- [Intellectual Property Rights \(pdf\)](#)
- [Licenses for Faculty and Staff \(pdf\)](#)
- [Missed Class Policy \(pdf\)](#)
- [Moving Expense Policy \(pdf\)](#)
- [Nepotism/Family Employment \(pdf\)](#)
- [Paying Individuals to Perform a Service \(pdf\)](#)
- [Procedures for Handling Questions of Professional Concern Involving One or More Members of the Faculty](#)
- [Progressive Discipline](#)
- [Reduced Assignment Plan \(pdf\)](#)
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- [Sabbatical Leaves \(pdf\)](#)
- [Search Procedures \(pdf\)](#)
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Criterion 2 Evidence  
Fraud and Fraudulent Activities Policy

Title/Subject: **FRAUD AND FRAUDULENT ACTIVITIES**

Applies to:  faculty  staff  students  student employees  visitors  contractors

Effective Date of This Revision: July 14, 2004

Contact for More Information: Internal Audit; Controller

Board Policy  Administrative Policy  Procedure  Guideline

---

**PURPOSE:**

This policy is designed to increase awareness by all employees of Central Michigan University of their responsibility for reporting suspected fraud. The creation and implementation of, and adherence to, this fraud policy will help assure that the highest standards of professional ethics are maintained by all.

**DEFINITIONS:**

Fraud encompasses an array of irregularities and illegal acts characterized by intentional deception. These include, but are not limited to, theft, embezzlement, bribery, misappropriations, falsifying records, forgery or alteration of documents, kickbacks, destruction or removal of property, and conflicts of interest. Reference is hereby made to CMU's policy and guidelines regarding Conflict of Interest, which are applicable to the issues of this Fraud Policy.

**POLICY:**

At Central Michigan University, the Board of Trustees has charged the President and the Vice Presidents with the primary responsibility for identifying potential areas of risk, for being aware of the possibility that fraudulent acts could occur in those areas, and for implementing measures to eliminate or minimize fraud. All employees are expected to refrain from acts of fraud or fraudulent behavior, and are encouraged to report suspected fraud. The Internal Audit Director is responsible for a periodic notification to all CMU employees that they are encouraged to report suspected fraud in accordance with procedures outlined in this fraud policy. The Internal Audit Director shall also coordinate with the Board of Trustees Finance and Personnel Committee insofar as these procedures are concerned.

**PROCEDURE:**

When suspected fraudulent incidents or practices are observed by or made known to an employee, the following procedures must be followed:

1. The incident or practice shall be reported to the offices of either Internal Audit, Employee Relations/Human Resources, Faculty Personnel Services, or the CMU Police Department.
2. The reporting employee shall refrain from further investigation of the incident, confrontation of the alleged violator, or further discussion of the incident with anyone other than an appropriate member of the office of Internal Audit, Employee Relations/Human Resources, Faculty Personnel Services, or the CMU Police

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Authority: M. Rao, President  
History: No Prior History  
Indexed as: fraud; fraudulent activities; suspected fraud;

Title/Subject: **FRAUD AND FRAUDULENT ACTIVITIES**

---

Department, but shall cooperate with any investigative process conducted by members of these offices. CMU officials will not allow any retaliation or punishment against individuals who in good faith provide information concerning suspected fraud.

3. The departments listed in paragraph 1 of these procedures shall work together and, based upon the type of incident, determine who will have the primary responsibility for the investigation, documentation and reporting of the incident. If the alleged incident or practice involves a vice president, the president, or a member of the Board of Trustees, the investigation shall be coordinated and led by the Internal Audit Director, who shall report to the Chair of the Finance and Personnel Committee of the Board of Trustees. Should the Chair of the Finance and Personnel Committee be the subject of an investigation, the Internal Audit Director shall report to the Chair of the Board of Trustees. All such investigations, documents, and reports shall be considered confidential and highly security-sensitive to the extent allowed by law. The investigators shall consult with the Office of General Counsel as necessary so the appropriate legal measures are taken during the investigation to protect the rights, privileges and responsibilities of all parties involved.
4. The investigators shall prepare a case report for each investigation. Where there is creditable evidence to show that fraud has been committed as defined by this policy, the case report shall include, but not be limited to, the following: subject of the investigation; statement of non-compliance with policy, plan, procedure, law or regulation; description of acts or practices discovered; statements of witnesses; amount and type of loss, the means used to perpetrate the fraud; appropriate documentation; and other data considered necessary. Where the investigation does not yield creditable evidence to support the claim of fraud, the case report shall include at least the following: subject of the investigation, statement outlining the allegation of fraud, statement that no creditable evidence was obtained to support the allegation, list of witnesses contacted.

The appropriate vice president shall review the case report and discuss the matter with the Vice President for Finance and Administrative Services. They may consult with members of the offices of Internal Audit, Employee Relations/Human Resources, Faculty Personnel Services, and the CMU Chief of Police, as appropriate. They shall jointly decide whether the matter should be handled as a disciplinary matter, as criminal activity, both or neither. In the event the two vice presidents cannot reach a joint determination, the president shall be consulted and a determination thereby rendered. Where a vice president, the president, or a member of the Board of Trustees is involved in the activity, the Chair of the Finance and Personnel Committee or Chair of the Board of Trustees shall substitute as appropriate to the circumstances.

5. The Internal Audit Director shall prepare a report recommending actions to be taken to reduce additional losses and to prevent a recurrence of the fraud. The report shall be distributed to the President and Vice Presidents, as deemed appropriate by the President. A summary report shall be presented to the Finance and Personnel Committee of the Board of Trustees by the Internal Audit Director.
6. The President, Executive Vice President for Academic Affairs/Provost, Vice President for Finance and Administrative Services, or the Finance and Personnel Committee of the Board of Trustees, as appropriate, will direct the actions to be taken to reduce additional losses and prevent a recurrence.
7. All files and other material related to an investigation shall be retained for an appropriate period of time by the office of the General Counsel.

***Central Michigan University reserves the right to make exceptions to, modify or eliminate these guidelines. This document supersedes all previous guidelines relative to its subject.***

Criterion 2 Evidence  
HLC Statement of Accreditation Status



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## Statement of Accreditation Status

as of October 25, 2015

### Central Michigan University

106 Warriner Hall  
 Mount Pleasant, MI 48859  
 (989) 774-3131  
<http://www.cmich.edu>

\*Previous names: Central Michigan College of Education to Central Michigan College (1957) to Central Michigan University (1959)

The information on this page describes the accreditation relationship between this institution and the Higher Learning Commission. General information about the Commission and the accreditation process is provided at the end of this document. In addition, links to definitions are provided for many of the terms used.

### Accreditation Information

Current status: Accredited

Accreditation date(s): 01/01/1915 - 12/31/1921 01/01/1923

Most recent reaffirmation of accreditation: 2005 - 2006

Next reaffirmation of accreditation: 2015 - 2016

### Upcoming or In-Progress Reviews

04/25/2016: Comprehensive Evaluation

### Most Recent History with the Commission

03/24/2014: Focused Visit Accepted

### General Institutional Information

This section provides brief, general information about the institution's organization and scope. The information is self-reported by the institution through the annual Institutional Update to the Commission. Additional information can be found at [nces.ed.gov/collegenavigator/](http://nces.ed.gov/collegenavigator/) or on the institution's web site noted above.

Control: Public

Degree programs (number in each category): Bachelors (113), Masters (44), Specialist (2), Doctoral (16)

Certificate programs (number offered): 40

Off-Campus Activities (This listing was last updated: 09/28/2015 the information may not be current.) The institution's accreditation includes courses and programs at:

In-State: Campuses: None.

Additional Locations: Auburn Hills Center - Auburn Hills, MI Battle Creek-MI Air National Guard - Battle Creek, MI Bay-Arenac Intermediate School District - Bay City, MI Clinton Township Center - Clinton Township, MI Dearborn -

Commerce Drive - Dearborn, MI Detroit - Kennedy Square - Detroit, MI Flint Center - Flint, MI Grand Rapids Center - Grand Rapids, MI Holland Hospital - Holland, MI Michigan Tech Advanced Technology and Development Center, DPT Administrative Suite - Houghton, MI East Lansing Center - Lansing, MI Schoolcraft College - Livonia, MI Marquette - Northern Michigan University - Marquette, MI Petosky - North Central Michigan College - Petoskey, MI Saginaw Center - Saginaw, MI West Shore Community College - Scottsville, MI Southfield Center - Southfield, MI Traverse City Center - Traverse City, MI Troy Center - Troy, MI Warren Center - Warren, MI

Out-of-State: Campuses: None.

Additional Locations: Aberdeen Proving Ground - Aberdeen Proving Ground, MD Alexandria-Embassy Suites - Alexandria, VA Embassy Suites - Pentagon - Alexandria, VA Joint Base Andrews - Andrews AFB, MD Pentagon Center - Arlington, VA Atlanta Metro Center - Atlanta, GA Fort Hamilton - Brooklyn, NY Columbus - One Easton Oval - Columbus, OH Fayetteville County - Lafayette Educational Center - Fayetteville, GA Fort Lee Center - Fort Lee, VA Joint Base Myer-Henderson Hall (JBMHH) - Fort Myer, VA Fort Belvoir Center - Ft. Belvoir, VA Fort Leavenworth Center - Ft. Leavenworth, KS Fort Meade Center - Ft. Meade, MD Fort Polk Center - Ft. Polk, LA Fort Riley Center - Ft. Riley, KS Joint Base Pearl Harbor-Hickam (JBPHH) - Hickam AFB, HI Joint Base-McGuire-Dix-Lakehurst - Joint Base McGuire-Dix-Lakehurst, NJ Lenoir Community College - Kinston, NC Minot AFB Center - Minot AFB, ND Camp Pendleton Center - Oceanside, CA Defense Supply Center - PA - Philadelphia, PA Defense Supply Center - Richmond - Richmond, VA Schofield Barracks Center - Schofield Barracks, HI Seymour Johnson AFB - Seymour Johnson AFB, NC Tripler Army Medical Center - Tripler Army Medical Center, HI DeKalb Center - Tucker, GA Wright Patterson AFB - Wright Patterson AFB, OH

Out-of-U.S.: Campuses: None.

Additional Locations: Georgian College - Barrie, ON, CANADA Loyalist College - Belleville, ON, CANADA Mohawk College - Hamilton, ON, CANADA Universidad Autonoma De Guadalajara - Jalisco, MEXICO Durham College - Oshawa, ON, CANADA George Brown College - Toronto, ON, CANADA Humber College - Toronto, ON, CANADA Winnipeg - Red River College - Winnipeg, MB, CANADA

## About HLC and Accreditation

Institutions of higher education in the United States seek accreditation through two types of accreditation agencies, institutional and specialized. Institutional accreditation agencies are classified as regional and national.

National accreditation associations focus on certain types of colleges such as trade and technical institutions, or religious colleges such as seminaries and bible colleges.

Regional accreditation agencies are recognized by the U.S. Department of Education to accredit degree granting colleges and universities. There are six regions of the U.S. in which regional agencies operate. The regional accreditation agencies have similar standards for accrediting colleges and universities.

Regional accreditation validates the quality of an institution as a whole and evaluates multiple aspects of an institution ranging from its academic offerings, governance and administration, mission, finances, and resources.

The Higher Learning Commission is a regional accreditation agency that accredits degree granting institutions of higher education that are based in the 19-state North Central region of the United States. Institutions that HLC accredits are evaluated against [HLC's Criteria for Accreditation](#), a set of standards that institutions must meet to receive and/or maintain accredited status.

HLC's Criteria for Accreditation reflect a set of [guiding values](#). The accreditation process is based on a system of [peer review](#). Approximately 1,300 educators from institutions of higher education serve as peer reviewers conducting accreditation evaluations for other institutions. Peer reviewers also serve on committees that make up the decision-making bodies of the accreditation process.

### Evaluation Process

HLC accreditation assures quality by verifying that an institution (1) meets standards and (2) is engaged in continuous improvement. In addition, all institution's are required to complete an annual filing of the [Institutional Update](#), undergo annual monitoring of financial and [non-financial](#) indicators, and adhere to HLC policies and practices on [institutional change](#).

Peer reviewers trained in HLC's standards evaluate institution's demonstration of whether they meet the Criteria for Accreditation and make recommendations to HLC's decision-making bodies.

### Institutional Actions Council (Decision-Making Body)

The Board of Trustees appoints and authorizes members of the [Institutional Actions Council \(IAC\)](#) to conduct reviews and take actions on the majority of accreditation recommendations. IAC members consist of representatives of academic institutions accredited by HLC, as well as members of the public. Detailed information on IAC processes is found in HLC's [policies on decision-making](#).

### Public Information

In the interest of being transparent, HLC is committed to providing information to the public regarding accreditation decisions made regarding individual institutions.

Actions that are taken by HLC regarding an institution's accreditation status are disclosed to the public. Beginning July 2013, in all cases of issuing continued accreditation, placing an institution on or resolving a sanction, or withdrawing accreditation, the Action Letter issued to the institution is made available for viewing and the institution's status in HLC's [online directory](#) is updated. [Public Disclosure Notices](#) are also issued in cases of sanction to provide the public more detail of the issues leading to sanction.

#### Complaints Against HLC Accredited Institutions

Each year, HLC receives a number of [complaints](#) about institutions from faculty, students, and other parties. HLC has established a clear distinction between individual grievances and complaints that appear to involve broad institutional practices. Where a complaint does raise issues regarding the institution's ongoing ability to meet the Criteria of Accreditation, HLC forwards the complaint to the institution and requests a formal response.

Complainants with specific claims related to the Americans with Disabilities Act or employment discrimination should seek prior review of such claims by the appropriate federal agencies. HLC may ask for the report or record of such review in determining whether it can proceed to consider the claim as a complaint related to compliance with the Criteria for Accreditation.

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Criterion 2 Evidence  
Human Resources Policies



## Human Resources Policies and Programs

Recent policy creations and revisions are maintained on [general counsel's](#) website. You may be leaving our website when clicking on a policy.

[Additional Compensation](#)

[Advocacy Policy](#)

[Affirmative Action / Equal Opportunity](#)

[Alcohol Policy](#)

[Alternative Work Schedules](#)

[Campus Security](#)

[Catastrophic & Serious Leave -ME](#)

[Catastrophic & Serious Leave -OP](#)

[Catastrophic Leave Program - P&A](#)

[Catastrophic Leave Program - SM](#)

[Catastrophic Leave Program - SO](#)

[Catastrophic Leave Program - ST](#)

[Classification](#)

[Closing the University](#)

- [Closure Pay Practices](#)

[COBRA](#)

[Compensation Philosophy](#)

[Conflict of Interest Policies](#)

### HR Assoc. Vice President

> [Policies](#)

> [Resource Center](#)

- [Consensual Relationships Policy](#)
- [Criminal History Checks](#)
- [Crisis Response Plan](#)
- [Digital Communication Policy](#)
- [Diversity Strategic Plan](#)
- [Drug-Free Schools/Workplace - Mount Pleasant](#)
- [Dual Career Program](#)
- [Email Lists for Faculty and Staff](#)
- [Employment Eligibility Verification \(I-9\)](#)
- [Equal Opportunity and Affirmative Action Protocol](#)
- [Ergonomics](#)
- [Faculty Policies and Procedures](#)
- [Family Educational Rights and Privacy Act \(FERPA\)](#)
- [Family Medical Leave Act](#)
- [Flexible Work Schedules \(Alternative Work Schedule\)](#)
- [Fraud and Fraudulent Activities Policy](#)
- [Freedom of Information Policy](#)
- [Fund Raising/Solicitation Policy](#)
- [HIPAA \(see chapter 12\)](#)
- [Hiring Process \(Staff\)](#)
- [Hiring Process Overview - Detailed](#)
- [Holiday Pay for Temporary and Relief Staff](#)
- [Immigration Expenses Policy](#)
- [Independent Contractors Policy](#)
- [Injury Reporting Guidelines](#)
- [Michigan Special Olympics Employees](#)
- [Military Leave - Long Term](#)
- [Moving Expense Policy](#)
- [Nepotism/Family Employment](#)

[Non-Discrimination Policy](#)

[Other Eligible Individuals](#)

[Overtime/Compensatory Time](#)

[Paying Individuals to Perform a Service](#)

[Performance Evaluation Policy - Guide and Forms](#)

[Progressive Discipline - Supervisor's Guide to Managing Performance](#)

[Release Time for Employee Volunteer Activities](#)

[Retiree Status](#)

[Search Firm Policy](#)

[Senior Officer Search and Selection Procedures/Guidelines](#)

[Sexual Misconduct Policy](#)

[Sign Language Interpreter](#)

[Smoke-Free Policy](#)

[Social Security Number Privacy](#)

[Staff Excellence Award](#)

[Supplemental Assignments](#)

[Survivor Benefit](#)

[Termination Checklist](#)

[Travel Information](#)

[Tuition Benefit Plan](#)

[Unpaid Leave of Absence](#)

[Volunteer Waiver of Liability and Release](#)

[Weapons Policy](#)

[Work Accommodation Process](#)

[Workplace Violence](#)

**CMU's Manual of Policies, Procedures & Guidelines is located on the general counsel's website.**

Criterion 2 Evidence  
IACUC Policies and Procedures



cmich.edu > Office of the Provost > Office of Research and Graduate Studies > Office of Research Compliance > Institutional Animal Care and Use Committee > Policies and Procedures

## Policies and Procedures

The following policies apply to the inclusion of animal subjects in research:

- [Animal Transportation Guidelines](#)
- [CMU Rodent Housing Policies](#)
- [Minimally Required PPE for Animal Care and Use](#)
- [Minimum Standards for Housing Aquatic Species](#)
- [Policy on 24 Hour Emergency Veterinary Care](#)
- [Policy on the Acquisition of Animals](#)
- [Policy on the Animal Handler Occupational Health and Safety Program](#)
- [Policy on Electroshocking](#)
- [Policy on Euthanasia](#)
- [Policy on Mandatory Training](#)
- [Policy on Noncompliance](#)
- [Policy on Submission and Exemptions of an Animal Protocol Form](#)
- [Policy/Guideline/Principle of Care in Pain and Distress Management](#)

Updated 3/10/2016

[Report a Research Concern](#)

## Institutional Animal Care and Use Committee

- > [Policies and Procedures](#)
- > [Guidelines](#)
- > [Assurance](#)
- > [IACUC Membership](#)
- > [Useful Links](#)
- > [Forms](#)
- > [Newsletter](#)
- > [IACUC Frequently Asked Questions](#)



## Office of Student Affairs

cmich.edu > Enrollment & Student Services > Office of Student Affairs > Responsibilities of Students

### Responsibilities of Students

#### 3. Responsibilities of Students

##### 3.1 General Regulations Concerning Student Conduct

**3.1.1** The Board of Trustees is responsible for promulgating policies regarding student conduct at Central Michigan University. The President, as its executive officer, is the final authority in all discipline cases. The Vice President of Enrollment and Student Services is the designated officer responsible to the president for conducting discretionary review of a decision of the Appeals Board to suspend a student for more than one week or to dismiss a student. The Associate Vice President for Student Affairs is the designated officer responsible to the President for the administration of student conduct policies, with the exception of research misconduct or violation of academic integrity by a graduate student, which are delegated to the Dean of the College of Graduate Studies. All misconduct of students, except that governed by the Dean of the College of Graduate Studies, is reported to the Associate Vice President for Student Affairs or to the persons designated by the AVP for Student Affairs to receive such reports.

**3.1.2** The university shall take disciplinary action in cases concerning a student's actions or offenses occurring within or affecting people on property within the physical boundaries of Central Michigan University, on or affecting university owned or controlled property, or when

**3.2.18 Computer Abuse.** A student shall not abuse university computer time or equipment, including but not limited to: CMU-hosted Blackboard, online chat rooms, Skype meetings and other social media technologies, when such resources are accessed or utilized using CMU's computers, networks, servers, or other CMU-provided technologies. Abuse includes but is not limited to: unauthorized entry or transfer of a file, unauthorized downloading or uploading of copyrighted information, unauthorized use of another individual's identification and password; use of computing facilities to interfere with the work of a student, faculty members or university officials; or use of computing facilities to interfere with normal operation of the university; or improper use of the learning management system (LMS) and digital environments. A student shall adhere to the rules and practices promulgated by the university Office of Information Technology ([www.oit.cmich.edu](http://www.oit.cmich.edu)) and the policies contained therein, including but not limited to the Copyright Infringement Responsible Use of Computing and Data Stewardship Policies.

#### Office of Student Affairs

Deans List

Meet the Staff

Code of Student Rights, Responsibilities and Disciplinary Procedures

- 1. Preamble
- 2. Student Rights
- 3. Responsibilities of Students
- 4. Official University Sanctions
- 5. Student Hearing Procedures for Charged Violations of Student Conduct Regulations
- 6. Student Hearing Procedures for Graduate Student Charged with Violating the Policy on Academic Integrity
- Office of Student Conduct

Other Links of Interest

Student-related Policies



# Criterion 2 Evidence

## Internal Audit



CentralLink > Office of the President > Internal Audit

### Welcome

Internal Audit was established at CMU to assist the Board of Trustees in fulfilling its responsibility for continuing oversight of the management of the university and to be of service to all levels of management of the university. See Statement of Purpose.



Internal Audit is an independent appraisal function that examines and evaluates the activities of the university. The objective is to assist officers and employees of the university in the proper discharge of their responsibilities by providing analyses, appraisals, recommendations, counsel and information concerning the activities reviewed.

We hope this site will answer many of your questions regarding Internal Audit, our staff, and our responsibilities. If you have any additional questions or comments please e-mail our department at [iaaudit@cmich.edu](mailto:iaaudit@cmich.edu).

Pre-Graduation Audits: Undergraduate students should contact Undergraduate Academic Services at 989-774-3504 or email them at [registra@cmich.edu](mailto:registra@cmich.edu). Graduate students should contact the College of Graduate Studies at 989-774-GRAD ( 4723) or email them at [grad@cmich.edu](mailto:grad@cmich.edu).

### Internal Audit

- ▶ [Statement of Purpose](#)
- ▶ [Staff](#)
- ▶ [Ask the Auditor](#)
- ▶ [Internal Control](#)
- ▶ [Audit Plan](#)
- ▶ [Quick Reference Guide](#)
- ▶ [FAQs: General](#)
- ▶ [FAQs: P & C Audits](#)
- ▶ [Department Profile Questionnaire](#)
- ▶ [Forms and Documents](#)
- ▶ [Links](#)
- ▶ [CMU Ethics Hotline](#)
- ▶ [Conflict of Interest](#)

[CMU Ethics Hotline](#)

Criterion 2 Evidence  
IRB Standard Operating Procedures



# Central Michigan University Standard Operating Procedures – Human Research Protection Program

July 2011

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# 1 Human Research Protection Program (HRPP)

Central Michigan University fosters a research environment that promotes the respect for the rights and welfare of individuals recruited for, or participating in, research conducted by or under the auspices of Central Michigan University. In the review and conduct of research, actions by Central Michigan University will be guided by the principles (e.g., respect for persons, beneficence, and justice) set forth in the ***Ethical Principles and Guidelines for the Protection of Human Subjects of Research*** (often referred to as the *Belmont Report*). The actions of Central Michigan University will also conform to all applicable federal, state, and local laws and regulations. To fulfill this policy, Central Michigan University has established a Human Research Protections Program (HRPP).

## 1.1 Mission

The mission of the HRPP is to

- a. safeguard and promote the health and welfare of human research subjects by ensuring that their rights, safety and well-being are protected;
- b. provide timely and high quality education, review and monitoring of human research projects; and
- c. facilitate excellence in human subjects research.

The HRPP includes mechanisms to

- a. Establish a formal process to monitor, evaluate, and continually improve the protection of human research participants.
- d. Dedicate resources sufficient to do so.
- e. Exercise oversight of research protection.
- f. Educate investigators and research staff about their ethical responsibility to protect research participants.
- g. When appropriate, intervene in research and respond directly to concerns of research participants.

## 1.2 Institutional Authority

The CMU HRPP operates under the authority of the Central Michigan University policy “Human Research Protection Program (HRPP)” adopted on July 1, 2011. As stated in that policy, the operating procedures in this document “serve as the governing procedures for the conduct and review of all human research conducted under the auspices of CMU.” The HRPP Policy and these operating procedures are made available to all CMU investigators and research staff and are posted on the HRPP website.

### 1.3 Definitions

**Common Rule** –The Common Rule refers to the “Federal Policy for the Protection of Human Subjects” adopted by a number of federal agencies. Although the Common Rule is codified by each agency separately, the text is identical to DHHS regulations in 45 CFR 46 Subpart A. For the purposes of this document, references to the Common Rule will cite the DHHS regulations.

**Human Subjects Research** –This means any activity that meets the definition of “research” and involves “human subjects” as defined by either the Common Rule or FDA regulations.

Note: The terms “subject” and “participant” are used interchangeably in this document and have the same definition.

**Research** – The Common Rule defines research as a systematic investigation, including research development, testing, and evaluation that is designed to develop or contribute to generalized knowledge.

For the purposes of this policy, a “systematic investigation” is an activity that involves a prospective study plan that incorporates data collection, either quantitative or qualitative, and data analysis to answer a study question. Investigations designed to develop or contribute to generalizable knowledge are those designed to draw general conclusions (i.e., knowledge gained from a study may be applied to populations outside of the specific study population), inform policy, or generalize findings.

“Research” as defined by FDA regulations means any experiment that involves a test article and one or more human subjects and that either must meet the requirements for prior submission to the Food and Drug Administration under section 505(i) or 520(g) of the federal Food, Drug, and Cosmetic Act, or need not meet the requirements for prior submission to the Food and Drug Administration under these sections of the Federal Food, Drug, and Cosmetic Act, but the results of which are intended to be later submitted to, or held for inspection by, the Food and Drug Administration as part of an application for a research or marketing permit. The terms “research,” “clinical research,” “clinical study,” “study,” and “clinical investigation” are synonymous for purposes of FDA regulations [21 CFR 50.3(c), 21 CFR 56.102(c)].

Experiments that must meet the requirements for prior submission to the Food and Drug Administration under section 505(i) of the federal Food, Drug, and Cosmetic Act are those that include the use of a drug other than an approved drug in the course of medical practice [21 CFR 312.3(b)].

Experiments that must meet the requirements for prior submission to the Food and Drug Administration under section 520(g) of the Food, Drug, and Cosmetic Act are those that include any activity that evaluates the safety or effectiveness of a device [21 CFR 812.2(a)].

Any activity in which results are being submitted to or held for inspection by FDA as part of an application for a research or marketing permit is considered to be FDA-regulated research [21 CFR 50.3(c), 21 CFR 56.102(c)].

**Human Subject** – A human subject as defined by the Common Rule is a living individual about whom an investigator conducting research obtains data through intervention or interaction with the individual or through identifiable private information. [45 CFR 46.102(f)].

- a. “Intervention” means both physical procedures by which data are gathered (e.g., venipuncture) and manipulations of the subject or the subject’s environment that are performed for research purposes.
- b. “Interaction” means communication or interpersonal contact between investigator and subject.
- c. “Private information” means information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place and information that has been provided for specific purposes by an individual and that the individual can reasonably expect will not be made public (e.g., a medical record).
- d. “Identifiable information” means information that is individually identifiable (i.e., the identity of the subject is or may readily be ascertained by the investigator or associated with the information).

For research covered by FDA regulations (21 CFR 50 and 56), “human subject” means an individual who is or becomes a participant in a clinical investigation (as defined below), either as a recipient of the test article or as a control. A subject may be in normal health or may have a medical condition or disease. In the case of a medical device, a human subject/participant also includes any individual on whose tissue specimen an investigational device is used or tested.

**Test Article** – Test articles covered under the FDA regulations include the following:

- a. **Human drugs** – The primary intended use of the product is achieved through chemical action or by being metabolized by the body. A “drug” is defined as “a substance recognized by an official pharmacopoeia or formulary; a substance intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease; a substance (other than food) intended to affect the structure or any function of the body; a substance intended for use as a component of a medicine but not a device or a component, part or accessory of a device.”  
[<http://www.fda.gov/Drugs/InformationOnDrugs/ucm079436.htm>]
- b. **Medical Devices** – A “device” is “an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them, intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its [sic] primary intended purposes through chemical action within or on the body of man [sic] or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.”

[<http://www.fda.gov/MedicalDevices/DeviceRegulationandGuidance/Overview/ClassifyYourDevice/ucm051512.htm>]

- c. **Biological Products** – These include a wide range of products, such as vaccines, blood and blood components, allergenics, somatic cells, gene therapy, tissues, and recombinant therapeutic proteins. Biologics can be composed of sugars, proteins, or nucleic acids or complex combinations of these substances or may be living entities, such as cells and tissues. Biologics are isolated from a variety of natural sources – human, animal, or microorganism – and may be produced by biotechnology methods and other cutting-edge technologies. Gene-based and cellular biologics, for example, often are at the forefront of biomedical research and may be used to treat a variety of medical conditions for which no other treatments are available.  
[<http://www.fda.gov/Drugs/InformationOnDrugs/ucm079436.htm>]
- d. **Food Additives** – In its broadest sense, a “food additive” is any substance added to food. Legally, the term refers to “any substance the intended use of which results or may reasonably be expected to result – directly or indirectly – in its becoming a component or otherwise affecting the characteristics of any food.” This definition includes any substance used in the production, processing, treatment, packaging, transportation, or storage of food.
- e. **Color Additives** – A “color additive” is any dye, pigment, or substance that, when added or applied to a food, drug, or cosmetic, or to the human body, is capable (alone or through reactions with other substances) of imparting color.  
[<http://www.fda.gov/Food/FoodIngredientsPackaging/ucm094211.htm#foodadd>]
- f. **Foods** – These include dietary supplements that bear a nutrient content claim or a health claim.
- g. **Infant Formulas** – Infant formulas are liquid foods intended for infants and that substitute for mother’s milk.

**Institutional Review Board (IRB)** – An IRB is a board designated by Central Michigan University to review, to approve the initiation of, and to conduct periodic review of research involving human subjects. The primary purpose of such review is to assure the protection of the rights and welfare of the human subjects in research as defined in Section 1.3. The IRB may be assigned other review functions as deemed appropriate by Central Michigan University.

**Institutional Official (IO)** – The IO is responsible for ensuring that the HRPP at Central Michigan University has the resources and support necessary to comply with all federal regulations and guidelines that govern human subjects research. The IO is legally authorized to represent the institution, is the signatory official for all Assurances, and assumes the obligations of the institution’s Assurance.

**Research Under the Auspices of Central Michigan University** – Research under the auspices of the institution includes research conducted at this institution, conducted by or under the direction of any employee or agent of this institution (including students) in connection with his or her institutional responsibilities, conducted by or under the direction of any employee or agent of this institution using any property or facility of this

institution, or involving the use of this institution's non-public information to identify or contact human subjects.

**Engagement** – Institutions are considered “engaged” in a research project when the involvement of their employees or agents in that project includes any of the following:

- a. Intervention for research purposes with any human subjects of the research by performing invasive or noninvasive procedures.
- b. Intervention for research purposes with any human subject of the research by manipulating the environment.
- c. Interaction for research purposes with any human subject of the research.
- d. Obtaining the informed consent of human subjects for the research.
- e. Obtaining for research purposes identifiable private information or identifiable biological specimens from any source for the research. In general, obtaining identifiable private information or identifiable specimens includes, but is not limited to
  - (i) observing or recording private behavior;
  - (ii) using, studying, or analyzing for research purposes identifiable private information or identifiable specimens provided by another institution; and
  - (iii) using, studying, or analyzing for research purposes identifiable private information or identifiable specimens already in the possession of the investigators.

**Agent** – These include all individuals performing institutionally-designated activities or exercising institutionally delegated authority or responsibility.

#### 1.4 Ethical Principles

Central Michigan University is committed to conducting research with the highest regard for the welfare of human subjects. It upholds and adheres to the principles of *The Belmont Report: Ethical Principles and Guidelines for the Protection of Human Subjects in Research* by the National Commission for the Protection of Human Subjects in Biomedical and Behavioral Research (1979). These principles include

- a. **Respect for Persons**, which is ensured by obtaining informed consent, consideration of privacy, confidentiality, and additional protections for vulnerable populations.
- b. **Beneficence**, which is assured by ensuring that possible benefits are maximized and possible risks are minimized to all human subjects.
- c. **Justice**, which is the equitable selection of subjects.

The CMU HRPP, in partnership with its research community, is responsible for ensuring the ethical and equitable treatment of all human subjects in research conducted under its auspices.

## **1.5 Regulatory Compliance**

The HRPP is responsible for ensuring compliance with federal regulations, state law, and institutional policies. All human subjects research at CMU is conducted in accordance with the policy and regulations found in the Common Rule and 21 CFR 50 and 56. The actions of CMU will also conform to all other applicable federal, state, and local laws and regulations.

CMU voluntarily applies the International Conference on Harmonization (ICH) Good Clinical Practices (GCP) Guidelines (sometimes referred to as ICH-GCP or E6) to certain types of human subjects research conducted under its HRPP. In general, CMU applies the ICH-GCP guidelines only to the extent that they are compatible with FDA and DHHS regulations. When a sponsor requires institutional ICH-GCP compliance, the IRB will conduct a review in accord with ICH-GCP requirements. See the document “International Conference on Harmonization (ICH) Good Clinical Practices (GCP), Applicability to Human Subjects Research” for guidance on the applicability of the ICH-GCP requirements.

## **1.6 Federalwide Assurance (FWA)**

The federal regulations require that federally-funded human subjects research only be conducted at facilities covered by a Federalwide Assurance (FWA) approved by the DHHS Office for Human Research Protections (OHRP). An FWA is an institution’s assurance to the federal government that human subject research conducted at that site is in compliance with federal regulations pertaining to the protection of human subjects. The FWA designates the Institutional Review Board that will review and oversee the research, specifies the ethical principles under which the research will be conducted, and names the individuals who will be responsible for the proper conduct of the research.

CMU has an OHRP-approved Federalwide Assurance (FWA00000755) and has designated one IRB (registered as IRB00001370) to review all human research protocols.

In its FWA, CMU has opted to limit the application of the FWA to research funded by DHHS or federal agencies that have adopted the Common Rule.

**NOTE.** The CMU HRPP and the IRB do not derive their authority from the FWA. See Section 1.2 for a discussion of the authority of the HRPP.

## **1.7 Research Covered by the HRPP**

The CMU HRPP covers all research involving human subjects, as defined in Section 1.3, that is conducted under the auspices of Central Michigan University, regardless of funding.

## **1.8 Written Policies and Procedures**

The “CMU Standard Operating Policies and Procedures for Human Research Protection” details the policies and regulations governing research with human subjects

and the requirements for submitting research proposals for review by the CMU IRB. This is not a static document. The Research Compliance Officer will be responsible for monitoring and implementing recommendations and changes to the federal regulations. The policies and procedures are annually reviewed and revised by the RCO, the Institutional Review Board, and Central Michigan University's General Counsel. The Vice Provost for Research will approve all revisions of the policies and procedures.

The RCO will keep the Central Michigan University research community apprised on the IRB website and through campus electronic mailing lists of new information that may affect the HRPP, including laws, regulations, policies, procedures, and emerging ethical and scientific issues. The policies and procedures will be available on the CMU IRB website and copies will be available upon request.

## **1.9 HRPP Organization**

The HRPP is a comprehensive system to ensure the protection of human subjects participating in research. It consists of various individuals and committees, such as the IO, the RCO, the IRB, other committees or subcommittees addressing human subjects protection (e.g., Biosafety, Radiation Safety, Radioactive Drug Research, Conflict of Interest), investigators, IRB staff, research staff, health and safety staff (e.g., Biosafety Officer, Radiation Safety Officer) and research pharmacy staff. The objective of this system is to assist the institution in meeting ethical principles and regulatory requirements for the protection of human subjects in research.

The following officials, administrative units, and individuals have primary responsibilities for implementing the HRPP:

### **1.9.1 Institutional Official**

The ultimate responsibility of the HRPP resides with the Vice Provost for Research (VPR), who serves as the **Institutional Official (IO)** of the program. The IO is responsible for ensuring the CMU HRPP has the resources and support necessary to comply with all institutional policies and with federal regulations and guidelines that govern human subjects research. The IO is legally authorized to represent CMU. He/she is the signatory of the FWA and assumes the obligations of the FWA.

The IO also holds ultimate responsibility for

- a. oversight of the Institutional Review Board (IRB);
- b. oversight over the conduct of research conducted by all CMU investigators;
- c. assuring that IRB members are appropriately knowledgeable to review research in accordance with ethical standards and applicable regulations;
- d. assuring that all investigators are appropriately knowledgeable to conduct research in accordance with ethical standards and applicable regulations;
- e. developing and implementing an educational plan for IRB members, staff, and investigators.

### **1.9.2 Research Compliance Officer**

The Research Compliance Officer is selected by and reports to the IO (IO) and is responsible for

- a. Developing, managing and evaluating policies and procedures that ensure compliance with all state and federal regulations governing research. This includes monitoring changes in regulations and policies that relate to human research protection and overseeing all aspects of the HRPP program.
- b. Advising the VPR on key matters regarding research at CMU.
- c. Implementing the institution's HRPP policy.
- d. Submitting, implementing, and maintaining an approved FWA through the Vice Provost for Research and the Department of Health and Human Services Office of Human Research Protection (OHRP).
- e. Managing the finances of the CMU HRPP.
- f. Assisting investigators in their efforts to carry out Central Michigan University's research mission.
- g. Developing and implementing needed improvements and ensuring follow-up of actions, as appropriate, for the purpose of managing risk in the research program.
- h. Developing training requirements as mandated and appropriate for investigators, subcommittee members, and research staff, and ensuring that training is completed on a timely basis.
- i. Exercising day-to-day responsibility for the operation of the HRPP office, including supervision of HRPP staff.
- j. Responding to faculty, student, and staff questions.
- k. Working closely with the Chair of the IRB and on the development of policy and procedures as well as organizing and documenting the review process.

### **1.9.3 Institutional Review Board (IRB)**

CMU has one IRB, appointed by the IO. The IRB prospectively reviews and makes decisions concerning all human research conducted at CMU facilities by its employees or agents or under its auspices. The IRB is responsible for protecting the rights and welfare of human research subjects at the CMU. It discharges this duty by complying with the requirements of the Common Rule, state regulations, the FWA, and institutional policies [See Section 2 for a detailed discussion of the IRB].

### **1.9.4 Counsel's Office**

The CMU HRPP relies on Central Michigan University General Counsel for the interpretations and applications of Michigan law and the laws of any other jurisdiction where research is conducted as they apply to human subjects research.

### **1.9.5 The Investigator**

The investigator is the ultimate protector of the human subjects who participate in research. The investigator is expected to abide by the highest ethical standards and for developing a protocol that incorporates the principles of the *Belmont Report*. He/she is expected to conduct research in accordance with the approved research protocol and to oversee all aspects of the research by providing supervision of support staff, including oversight of the informed consent process. All subjects must give informed consent, and the investigator must establish and maintain an open line of communication with all research subjects within his/her responsibility. In addition to complying with all the policies and standards of the governing regulatory bodies, the investigator must comply with institutional and administrative requirements for conducting research. The investigator is responsible for ensuring that all research staff complete appropriate training and must obtain all required approvals prior to initiating research. When investigational drugs or devices are used, the investigator is responsible for providing written procedures for their storage, security, dispensing, and disposal.

### **1.9.6 Other Related Units**

#### **1.9.6.1 Sponsored Programs Administration**

Sponsored Research Administration staff review all research agreements with federal, foundation, or non-profit sponsors. This institutional review ensures that all terms of the award are in compliance with institutional policies. Only designated senior individuals within Sponsored Programs Administration have the authority to approve research proposals and to execute research agreements on behalf of the institution. As a further control, internal documents retained by Sponsored Programs Administration as part of the application process for extramural funding include a copy of the proposal submitted to the external agency, the proposed budget, the financial disclosure statement, and the internal transmittal document.

When the grant or contract agreement includes human research activities that will be conducted by investigators who are not employees or agents of CMU, a subcontract is executed between CMU and the collaborating institution. The subcontract includes the requirement for the collaborating institution to assure compliance with federal regulations for the protection of human subjects in research and to provide documentation of current and ongoing IRB approval by submission of an executed Form 310 (as applicable). The collaborating institution must also ensure that key personnel involved in human subjects research are in compliance with the NIH policy on education in the protection of human research subjects and provide documentation of education of key personnel to CMU.

### **1.9.7 Relationship Among Components**

The IRB functions independently of, but in coordination with, other institutional regulatory committees. The IRB, however, makes its independent determination whether to approve or reject a protocol based upon whether human subjects are adequately protected. The IRB has review jurisdiction over all research involving human

subjects conducted, supported, or otherwise subject to regulation by any federal department or agency that has adopted the human subjects regulations.

Research that has been reviewed and approved by the IRB may be subject to review and disapproval by the Provost or President of the institution. However, those officials may not approve human research that has not been approved by the IRB.

## **1.10 HRPP Operations**

The HRPP Staff for Central Michigan University must comply with all ethical standards and practices.

### **1.10.1 HRPP Office**

The CMU HRPP Office reports to the Vice Provost for Research, who has overall responsibility for its operations. The day to day operation of the office is the responsibility of the RCO assisted by clerical and other support staff in the Office of Research and Sponsored Programs.

### **1.10.2 Research Compliance Officer**

The RCO is responsible for all aspects of the IRB throughout the review process of a research proposal involving human subjects. This responsibility includes the initial review of documents and screening of research proposals prior to their review by the IRB as well as serving as the liaison between the investigators and the IRB. The RCO reviews the IRB minutes for accuracy and ensures proper documentation of discussions, including controverted issues discussed and actions taken by the IRB during its convened meetings.

### **1.10.3 Selection, Supervision, and Evaluation of HRPP Supporting Staff**

#### **Selection Process**

All HRPP staff who support the IRB and HRPP are selected by the Vice Provost for Research under CMU Human Resources policies and procedures.

## **1.11 HRPP Resources**

The HRPP Office is located Foust Hall and is equipped with all the necessary office, meeting, storage space, and equipment to perform the functions required by the HRPP. The adequacy of personnel and non-personnel resources of the HRPP program is assessed annually by the RCO with the HRPP staff and are reviewed and approved by the IO.

The CMU IO provides resources to the IRB and HRPP Office, including adequate meeting and office space, and staff for conducting IRB business. Office equipment and supplies, including technical support, file cabinets, computers, internet access, and copy machines, will be made available to the IRB and staff. The resources provided for the IRB and HRPP Office will be reviewed during the annual budget review process.

## **1.12 Conduct of Quality Assurance/Quality Improvement Activities**

The objective of Central Michigan University's HRPP Quality Assurance / Quality Improvement Plan is to measure and improve human research protection effectiveness, quality, and compliance with organizational policies and procedures and applicable federal, state, and local laws. The Quality Assurance / Quality Improvement Plan will be managed and implemented by the RCO.

### **1.12.1 Investigator Audits and Compliance Reviews**

Directed ("for cause") audits and periodic (not "for cause") compliance reviews will be conducted to assess investigator compliance with federal, state, and local laws as well as Central Michigan University policies; to identify areas for improvement; and to suggest recommendations based on existing policies and procedures. Directed audits of IRB-approved research studies are in response to identified concerns. Periodic compliance reviews are conducted using a systematic method to review IRB-approved research on a regular basis. The results will be reported to the Vice Provost for Research and the IRB Chair.

Activities of auditors during directed audits and periodic compliance reviews may include

- a. Requesting progress reports from researchers;
- b. Examining investigator-held research records;
- c. Contacting research subjects;
- d. Observing research sites where research involving human research subjects and/or the informed consent process is being conducted;
- e. Auditing advertisements and other recruiting materials as deemed appropriate by the IRB;
- f. Reviewing projects to verify from sources other than the researcher that no unapproved changes have occurred since previous review;
- g. Monitoring conflict of interest concerns to assure the consent documents include the appropriate information and disclosures;
- h. Monitoring HIPAA authorizations;
- i. Conducting other monitoring or auditing activities as deemed appropriate by the IRB.

### **1.12.2 External Site Audits and Compliance Reviews**

External directed audits and periodic compliance reviews will be conducted at non-Central Michigan University sites, where Central Michigan University's IRB serve as the "IRB of Record," to assess compliance with federal, state, and local law; research subject safety; and IRB policies and procedures. These reviews may include items listed in section 1.12.1 above.

### **1.12.3 Reporting and Disposition**

The results of all quality assurance activities are reported to the RCO and the IRB Chair. Any noncompliance will be handled according to the procedures in Section 11 of Central Michigan University Human Research Protections Program Policies and Procedures.

If an audit or review finds that subjects in a research project have been exposed to unexpected serious harm, the reviewer will promptly report such findings to the RCO and the IRB Chair for immediate action.

### **1.12.4 HRPP Internal Compliance Reviews**

Internal directed audits and random internal compliance reviews will be conducted. The results may impact current practices, may require additional educational activities, and will be reported to the Vice Provost for Research. The IRB RCO will

- a. Review the IRB minutes to determine that adequate documentation of the meeting discussion has occurred. This review will include assessing the documentation surrounding the discussion for protections of vulnerable populations as well as other risk/benefit ratio and consent issues that are included in the criteria for approval;
- b. b. Assess the IRB minutes to assure that a quorum was met and maintained;
- c. Assess the current adverse-event reporting process;
- d. Assess privacy provisions, according to HIPAA, have been adequately reviewed, discussed, and documented in the IRB minutes;
- e. Evaluate the continuing review discussions to assure they are substantive and meaningful and that no lapse has occurred since the previous IRB review;
- f. Observe IRB meetings or other related activities;
- g. Review IRB files to assure retention of appropriate documentation and consistent organization of the IRB file according to current policies and procedures;
- h. Review the IRB database to assure all fields are completed accurately;
- i. Review evaluations by the IRB members;
- j. Verify IRB approvals for collaborating institutions or external performance sites;
- k. Review the appropriate metrics (e.g., time from submission to first review) to evaluate the quality, efficiency, and effectiveness of the IRB review process;
- l. Review the workload of IRB staff to evaluate appropriate staffing level;
- m. Perform other monitoring or auditing activities deemed appropriate by the IRB.

The Vice Provost for Research will review the results of internal compliance reviews with the RCO. If any deficiencies are noted in the review, a corrective action plan will be developed by the RCO and approved by the Vice Provost for Research who is the IO. The RCO will be responsible for implementing the corrective action plan, the results of which will be evaluated by the IO.

### **1.12.5 Quality Improvement**

All quality assurance reports, both research-related and HRPP-related, will be reviewed by the RCO and the IO in order to determine if systemic changes are required in the HRPP to prevent re-occurrence. If so, a corrective action plan will be developed, implemented, and evaluated by the RCO and IO.

### **1.13 Collaborative Research Projects**

In the conduct of cooperative research projects, CMU acknowledges that each institution is responsible for safeguarding the rights and welfare of human subjects and for complying with applicable federal regulations. When CMU is engaged in only part of a cooperative research project, the CMU IRB only needs to approve the part(s) of the research in which the CMU investigator is engaged. For example, if CMU is operating the statistical center for a multicenter trial that receives identifiable private information from multiple other institutions, the CMU IRB reviews and approves the research activities related to the receipt and processing of the identifiable private information by the statistical center.

When a cooperative agreement exists, CMU may enter into a joint review arrangement, rely on the review of another qualified IRB, or make similar arrangements for avoiding duplication of effort. A formal relationship must be established between Central Michigan University and the other institution through either a Cooperative Agreement or a Memorandum of Understanding. This relationship must be formalized before Central Michigan University will accept any human research proposals from the other institution or rely on the review of the other institution.

It is the policy of CMU to assure that all facilities participating in a human subjects study receive adequate documentation about the study to protect the interests of study participants. Before a study can begin, it must be approved by the IRBs of record for each participating facility and, where appropriate, the IRB of record for the coordinating facility.

For collaborative research, the PI must identify all institutions participating in the research, the responsible IRB(s), and the procedures for dissemination of protocol information (e.g., IRB initial and continuing approvals, relevant reports of unanticipated problems, protocol modifications, and interim reports) among all participating institutions.

When CMU relies on another IRB, the RCO will review the policies and procedures of the IRB to ensure that they meet CMU standards. If the other IRB is part of an accredited HRPP, then it will be assumed that adequate protections are in place to protect human subjects.

When CMU reviews research conducted at another institution, the particular characteristics of each institution's local research context must be considered, either (a) through knowledge of its local research context by the CMU IRB or (b) through subsequent review by appropriate designated institutional officials, such as the Chairperson and/or other IRB members.

When CMU is the awardee institution on a funded study or the lead institution in an unfunded, multi-site study, it is considered the coordinating facility and is responsible for the entire project. If CMU is the coordinating facility, the Principal Investigator must document how the important human subject protection information will be communicated to the other participating facilities engaged in the research study. The investigator is responsible for serving as the single liaison with outside regulatory agencies, with other participating facilities, and for all aspects of internal review and oversight procedures. The investigator is responsible for ensuring that all participating facilities obtain review and approval from their IRB of record and adopt all protocol modifications in a timely fashion. The investigator is responsible for ensuring that the research study is reviewed and approved by any other appropriate committees at the coordinating facility and at the participating facilities (e.g., VA Research and Development Committee approval) prior to enrollment of participants.

The PI must follow these procedures when CMU is the coordinating facility:

- a. During the initial IRB submission of the multi-site study, the investigator indicates in writing on the application form or in an application letter that the CMU is the coordinating facility of a multi-site study.
- b. The investigator submits the following information in his/her IRB application materials:
  - (i) Whether research activities at participating institutions are defined as engagement.
  - (ii) Name of each participating facility.
  - (iii) Confirmation that each participating facility has an FWA (including FWA number).
  - (iv) Contact name and information for investigator at each participating facility.
  - (v) Contact name and information for IRB of record at each participating facility.
  - (vi) Method for assuring all participating facilities have the most current version of the protocol.
  - (vii) Method for confirming that all amendments and modifications in the protocol have been communicated to participating sites.
  - (viii) Method for communicating to participating facilities any serious adverse events and unanticipated problems involving risks to subjects or others.
  - (ix) Method of communicating regularly with participating sites about study events. The investigator submits approval letters from all the IRBs of record for all participating sites.
- c. The investigator maintains documentation of all correspondence between participating sites and their IRBs of record.

## **2 Institutional Review Board**

Central Michigan University has established an Institutional Review Board (IRB) to ensure the protection of human subjects in human subjects research conducted under the auspices of Central Michigan University. All non-exempt human subjects research conducted under the auspices of Central Michigan University must be reviewed and approved by the CMU IRB prior to the initiation of the research.

The following describes the authority, role and, procedures of the IRB.

### **2.1 IRB Authority**

The IRB derives its authority from the CMU HRPP policy. Under the federal regulations, the IRBs authority includes:

- a. To approve, require modifications to secure approval, or disapprove all research activities overseen and conducted under the auspices of the CMU;
- b. To suspend or terminate approval of research not being conducted in accordance with the IRB's requirements or that has been associated with unexpected serious harm to participants;
- c. To observe, or have a third party observe, the consent process; and
- d. To observe, or have a third party observe, the conduct of the research.

Research that has been reviewed and approved by the IRB may be subject to review and disapproval by officials of the institution. However, those officials may NOT approve research if it has not been approved by the IRB. Organization officials may strengthen requirements and/or conditions or add other modifications to secure CMU approval or approval by another CMU committee. Previously-approved research proposals and/or consent forms must be re-approved by the IRB before the changes or modifications may be initiated.

### **2.2 Number of IRBs**

There is currently one (on-site) IRB. The IO, the RCO, and the Chair of the IRB will review the activity of the (on-site) IRB on at least an annual basis and determine the appropriate number of IRBs that are needed for the institution. This determination will be based on the evaluation of the performance of IRB as described in Section 1.14.4.

### **2.3 Roles and Responsibilities**

#### **2.3.1 Chair of the IRB**

The CMU IO, in consultation with and approval of the IRB members and the RCO, appoints a Chair and Vice Chair of the IRB to serve for renewable three-year terms. Any change in appointment, including reappointment or removal, requires written notification.

The IRB Chair should be a highly-respected individual, from within Central Michigan University, fully capable of managing the IRB and the matters brought before it with fairness and impartiality. The task of making the IRB a respected part of the institutional community will fall primarily on the shoulders of the Chair. The IRB must be perceived to be fair, impartial, and immune to pressure by the institution's administration, the investigators whose protocols are brought before it, and other professional and nonprofessional sources.

The IRB Chair is responsible for conducting the meetings and is a signatory for correspondence generated by the IRB.

The IRB Chair may designate other IRB members (e.g., the Vice Chair and the RCO) to perform duties, as appropriate, for review, signature authority, and other IRB functions.

The IRB Chair advises the IO and the RCO about IRB member performance and competence.

The performance of IRB Chair will be reviewed annually by the RCO in consultation with the IO. Feedback from this evaluation will be provided to the Chair. If the Chair is not acting in accordance with the IRB's mission, following these policies and procedures, has an undue number of absences, or is not fulfilling the responsibilities of the Chair, he/she may be removed.

### **2.3.2 Vice Chair of the IRB**

The Vice Chair serves as the Chair of the IRB in the absence of the Chair and will have the same qualifications, authority, and duties as Chair.

### **2.3.3 Subcommittees of the IRB**

The IRB Chair, in consultation with the RCO, may designate one or more other IRB subcommittees of the IRB to perform duties, as appropriate, to review and undertake other IRB functions and to make recommendations to the IRB for Research that is not Expedited. The IRB Chair, in consultation with the RCO, will appoint IRB members to serve on each IRB Subcommittee created under this Section. The number and composition of the IRB Subcommittee members shall depend on the authority delegated by the IRB Chair to such IRB Subcommittees (e.g., merely making recommendations versus decision-making authority). If an IRB Subcommittee has decision-making authority, then its members and composition must comply with the requirements specified in Section 2.5 of this document. Members of an IRB Subcommittee must be experienced in terms of seniority on the IRB and must be matched as closely as possible with their field of expertise to the study assigned to the IRB Subcommittee.

If the IRB Chair creates one or more IRB Subcommittees, he/she shall also indicate whether it is a standing or *ad hoc* IRB Subcommittee.

## **2.4 IRB Membership**

IRB members are selected based on appropriate diversity, including consideration of race, gender, cultural backgrounds, and specific community concerns in addition to

representation by multiple, diverse professions, knowledge and experience with vulnerable subjects, and inclusion of both scientific and non-scientific members. The structure and composition of the IRB must be appropriate to the amount and nature of the research that is reviewed. Every effort is made to have members that understand the areas of specialty that encompasses most of the research performed at the CMU. CMU has procedures (See Section 4) that specifically outline the requirements of protocol review by individuals with appropriate scientific or scholarly expertise.

In addition, the IRB will include members who are knowledgeable about and experienced working with vulnerable populations that typically participate in CMU research.

No one from the CMU Office of Sponsored Programs, Office of Development, or Office of Technology Transfer shall serve as members of the IRB or carry out day-to-day operations of the review process. Individuals from these offices may provide information to the IRB and attend IRB meetings as guests.

The IRB must promote respect for its advice and counsel in safeguarding the rights and welfare of human subjects and possess the professional competence necessary to review specific research activities. A member of the IRB may fill multiple membership position requirements for the IRB.

## **2.5 Composition of the IRB**

- a. The IRB will have at least five members with varying backgrounds to promote complete and adequate review of research activities commonly conducted by the institution.
- b. The IRB will be sufficiently qualified through the experience and expertise of its members; the diversity of the members, including consideration of race, gender, and cultural backgrounds; and sensitivity to such issues as community attitudes to promote respect for its advice and counsel in safeguarding the rights and welfare of human subjects.
- c. In addition to possessing the professional competence necessary to review specific research activities, the IRB will be able to ascertain the acceptability of proposed research in terms of institutional policies and regulations, applicable law, and standards of professional conduct and practice. The IRB will therefore include persons knowledgeable in these areas.
- d. If the IRB regularly reviews research that involves a vulnerable category of subjects (e.g., children, prisoners, pregnant women, or handicapped or mentally disabled persons), consideration will be given to the inclusion of one or more individuals on the IRB who are knowledgeable about and experienced in working with these subjects. When protocols involve vulnerable populations, the review process will include one or more individuals who are knowledgeable about or experienced in working with these participants, either as members of the IRB or as consultants. (See Section 5.3.)
- e. Every nondiscriminatory effort will be made to ensure that the IRB does not consist entirely of men or entirely of women, including the institution's consideration of

qualified persons of both sexes, so long as no selection is made to the IRB on the basis of gender. The IRB shall not consist entirely of members of one discipline or profession.

- f. The IRB includes at least one member whose primary concerns are in scientific areas and at least one member whose primary concerns are in nonscientific areas.
- g. The IRB includes at least one member who is not otherwise affiliated with the institution and who is not part of the immediate family of a person who is affiliated with the institution.
- h. The IRB includes at least one member who represents the general perspective of participants.
- i. One member may satisfy more than one membership category.
- j. The RCO and administrators of the CMU HRPP Office may be voting members of the IRB.

On an annual basis, the IRB Chairs and the RCO shall review the membership and composition of the IRB to determine if they continue to meet regulatory and Institutional requirements. Required changes in IRB membership will be reported to the OHRP.

## **2.6 Appointment of Members to the IRB**

The IRB Chair, Vice Chair, and/or the RCO identifies a need for a new, replacement, or alternate member. The IRB nominates candidates and sends the names of the nominees to the HRPP Office. Department Chairs and others may forward nominations to the IO, or the HRPP Office, or the IRB Chair.

The final decision in selecting a new member is made by the IO in consultation with the IRB Chair and the RCO.

Appointments are made for a renewable three-year period of service. Any change in appointment, including reappointment or removal, requires written notification. Members may resign by written notification to the Chair.

The IRB Chair and the RCO review the membership and composition of the IRB to annually to determine if they continue to meet regulatory and institutional requirements.

## **2.7 Alternate Members**

The appointment and function of alternate members is the same as that for primary IRB members, and the alternate's expertise and perspective are comparable to those of the primary member. The role of the alternate member is to serve as a voting member of the IRB when the regular member is unavailable to attend a convened meeting. When an alternate member substitutes for a primary member, the alternate member will receive and review the same materials prior to the IRB meeting that the primary member received or would have received.

The IRB roster identifies the primary member(s) for whom each alternate member may substitute. The alternate member will not be counted as a voting member unless the

primary member is absent. The IRB minutes will document when an alternate member replaces a primary member.

## **2.8 IRB Member Conflict of Interest**

No regular, alternate, or ex officio member may participate in the review (initial, continuing, or modification) of any research project in which the member has a conflict of interest (COI), except to provide information as requested. It is the responsibility of each IRB voting and non-voting member to disclose any COI in a study submitted for review and recuse him/herself from the deliberations and vote by leaving the room.

When first appointed and annually thereafter, all voting, alternate, and ex officio members of the IRB will complete an “IRB Member Human Research Conflict of Interest Assessment Form,” which will be consistent with the forms used in connection with CMU’s Conflict of Interest Policy. If a member responds affirmatively to the existence of a potential conflict, the COI Administrator is notified [See Section 10 “Conflicts of Interest in Research for a detailed description of managing conflicts of interest”].

Committee members may find themselves in any of the following conflicts of interest when reviewing research:

- a. Where the member or consultant is involved in the design, conduct, and reporting of the research.
- b. Where an immediate family member of the member or consultant is involved in the design, conduct, and reporting of the research.
- c. Where the member holds significant financial interests related to the research being reviewed. (See Section 14.1 for a definition of significant financial interests.)
- d. Any other situation where an IRB member believes that another interest conflicts with his/her ability to deliberate objectively on a protocol.

The IRB Chair will poll IRB members at each convened meeting to determine if a COI exists regarding any protocols to be considered during the meeting and reminds them that they should recuse themselves by leaving the room during the discussion and vote of the specific protocol. IRB members with a conflicting interest are excluded from being counted towards quorum. All recusals by members with COI are recorded in the minutes.

If the Conflict of Interest status of an IRB member changes during the course of a study, the IRB member is required to declare this to the IRB Chair and/or the RCO.

## **2.9 Use of Consultants**

When necessary, the IRB Chair or the RCO may solicit individuals from Central Michigan University or the community with competence in special areas to assist in the review of issues or protocols that require appropriate scientific or scholarly expertise beyond or in addition to that available on the IRB. The need for an outside reviewer is determined in advance of the meeting by the RCO or the IRB Chair by reviewing the protocols scheduled to be reviewed at the convened meeting. The HRPP Office will

ensure that all relevant materials are provided to the outside reviewer prior to the convened meeting.

Written statements of consultants will be kept in IRB records. Key information provided by consultants at meetings will be documented in the minutes. Written reviews provided by the outside reviewer will be filed with the protocol.

The RCO reviews the conflicting interest policy for IRB members (7.5.2) with consultants, and consultants must verbally confirm to the RCO that they do not have a conflict of interest prior to review. Individuals who have a conflicting interest or whose spouse or family members have a conflicting interest in the sponsor of the research will not be invited to provide consultation.

The consultant's findings will be presented to the full board for consideration either in person or in writing. If in attendance, these individuals will provide consultation but may not participate in or observe the vote.

Ad hoc or informal consultations requested by individual members (rather than the full board) will be requested in a manner that protects the researcher's confidentiality and is in compliance with the IRB conflict of interest policy (unless the question raised is generic enough to protect the identity of the particular PI and research protocol).

## **2.10 Duties of IRB Members**

The agenda, submission materials, protocols, proposed informed consent forms, and other appropriate documents are distributed to members at least one week prior to the convened meetings at which the research is scheduled to be discussed. Members review the materials before each meeting in order to participate fully in the review of each proposed project. IRB members will treat the research proposals, protocols, and supporting data confidentially. All copies of the protocols and supporting data are returned to the IRB staff at the conclusion of the review for document destruction.

## **2.11 Attendance Requirements**

Members should attend all meetings for which they are scheduled. If a member is unable to attend a scheduled meeting, he/she should inform the IRB Chair, Vice Chair, or an HRPP Office staff member. If the inability to attend will be prolonged, the member should submit to the Chair or the RCO a request for an alternate to be assigned.

If an IRB member is to be absent for an extended time, such as for a sabbatical, he/she must notify the IRB at least 30 days in advance so that an appropriate replacement can be obtained. The replacement can be temporary, for the period of absence, or permanent if the member is not returning to the IRB. If the member has a designated alternate (see Section 5.3), the alternate can serve during the primary member's absence, provided the IRB has been notified in advance.

## **2.12 Training / Ongoing Education of Chair and IRB Members in Regulations and Procedures**

A vital component of a comprehensive Human Research Protection Program is an education program for IRB Chair and the IRB members. CMU is committed to providing training and an on-going educational process for IRB members and the staff of the HRPP Office related to ethical concerns and regulatory and institutional requirements for the protection of human subjects.

### **Orientation**

New IRB members, including alternate members will meet with the IRB Chair and the RCO for an informal orientation session. At the session, the new member will be given an IRB Handbook (binder) that includes

- a. *The Belmont Report*;
- b. CMU Policies and Procedures for the Protection of Human Subjects; and
- c. Federal regulations relevant to the IRB.

New members are required to complete the Initial Education requirement for IRB members before they may serve as a Primary Reviewer.

### **Initial Education**

IRB members will complete the required modules in the CITI Course in the Protection of Human Research Subjects, including the IRB Member Module, "What Every New IRB Member Needs to Know."

### **Continuing Education**

To ensure that oversight of human research is ethically grounded and the decisions made by the IRB are consistent with current regulatory and policy requirements, training is continuous for IRB members throughout their service on the IRB. Educational activities include, but are not limited to,

- a. In-service training at IRB meetings;
- b. Training workshops;
- c. Copies of appropriate publications;
- d. Identification and dissemination by the RCO of new information that might have affected the Human Research Protection Program, including laws, regulations, policies, procedures, and emerging ethical and scientific issues to IRB members via email, mail, or during IRB meetings;
- e. Unlimited access to the HRPP Office resource library.

The HRPP Office Professional Staff is required to complete the entire CITI Course in the Protection of Human Research Subjects.

## 2.13 Liability Coverage for IRB Members

Central Michigan University's insurance coverage applies to employees and any other person authorized to act on behalf of Central Michigan University or acts or omissions within the scope of their employment or authorized activity.

## 2.14 Review of IRB Member Performance

The IRB Members' performance will be reviewed on annually by the RCO. IRB members will receive formal feedback on the results of this review. Members who are not acting in accordance with the IRB's mission or policies and procedures or who have an undue number of absences may be removed.

## 2.15 Reporting and Investigating Allegations of Undue Influence

If an IRB chair, member, or staff person feels that the IRB has been unduly influenced by any party, they shall make a confidential report to the IO, depending on the circumstances. The official receiving the report will conduct a thorough investigation, and corrective action will be taken to prevent additional occurrences.

# 3 IRB Review Process

All human subjects research conducted under the auspices of CMU must meet the criteria for one of the following methods for review:

- a. Exempt
- b. Expedited Review
- c. Full Committee Review

The IRB will ensure that the research meets all required ethical and regulatory criteria for initial and continuing review as well as any modifications of approved research.

The following describe the procedures required for the review of research by the on-site IRB [See Section 3.16 for a description of the procedures for review of research by the off-site IRBs].

## 3.1 Definitions

**Minimal Risk** – The probability and magnitude of harm or discomfort anticipated in the research are not greater in and of themselves than those ordinarily encountered in daily life or during the performance of routine physical or psychological examinations or tests.

**Minor Change** – One which, in the judgment of the IRB reviewer, makes no substantial alteration in

- a. the level of risks to subjects,
- b. the research design or methodology (Note: Adding procedures that are not eligible for expedited review (see Section 3.5) would not be considered a minor change),

- c. the number of subjects enrolled in the research (no greater than 10% of the total requested),
- d. the qualifications of the research team,
- e. the facilities available to support safe conduct of the research, and
- f. any other factor that would warrant review of the proposed changes by the convened IRB.

**Quorum** – A simple majority of the voting membership, including at least one member whose primary concern is in a non-scientific area. If research involving an FDA-regulated study is involved, a licensed physician must be included in the quorum.

**Suspension of IRB approval** – A directive of the convened IRB or other authorized individual to temporarily stop some or all previously approved research activities. Suspended protocols remain open and require continuing review.

**Termination of IRB approval** – A directive of the convened IRB to stop permanently all activities in a previously approved research protocol. Terminated protocols are considered closed and no longer require continuing review.

### **3.2 Human Subjects Research Determination**

The investigator is responsible for initial determination of whether an activity constitutes human subjects research. The investigator should make this determination based on the definitions of “human subject” and “research” in Section 1.3. Since Central Michigan University will hold them responsible if the determination is not correct, investigators are urged to request a confirmation that an activity does not constitute human subjects research from the HRPP Office. The request may be made verbally, by phone contact, by email or through a formal written communication. All requests must include sufficient documentation of the activity to support the determination.

Determinations as to whether an activity constitutes human subjects research will be made according to the definitions in Section 1.3 using the **Human Subjects Research Determination Checklist**. Based on the checklist, determinations regarding activities that are either clearly or clearly not human subjects research may be made by the RCO or designee. Determinations regarding less clear-cut activities will be referred to the IRB Chair, who may make the determination or refer the matter to the full IRB.

Documentation of all determinations made through the HRPP Office will be recorded and maintained in the HRPP Office. Formal submissions will be responded to in writing and a copy of the submitted materials and determination letter/email will be kept on file.

### **3.3 Exempt Studies**

All research using human subjects must be approved by the CMU. Certain categories of research (i.e., “exempt research”) do not require convened IRB review and approval. Exempt research is subject to institutional review and must be determined and approved by the IRB Chair.

**Comment:** OHRP guidance recommends that “the persons who have the authority to make a determination of what research is exempt, are expected to be well acquainted with the interpretation of the regulations and the exemptions.”

### 3.3.1 Limitations on Exemptions

**Children:** Exemption for research involving survey or interview procedures or observations of public behavior does NOT apply to research on children, *except* for research involving observations of public behavior when the investigator does not participate in the activities being observed.

**Prisoners:** Exemptions do NOT apply. IRB review is required.

### 3.3.2 Categories of Exempt Research

With the above exceptions, research activities not regulated by the FDA (see Section 3.4.3 for FDA Exemptions) in which the only involvement of human subjects will be in one or more of the following categories are exempt from IRB review but require institutional review at CMU:

- a. Research conducted in established or commonly accepted educational settings, involving normal educational practices, such as
  - (i) research on regular and special education instructional strategies; or
  - (ii) research on the effectiveness of or the comparison among instructional techniques, curricula, or classroom management methods.
- b. Research involving the use of educational tests (cognitive, diagnostic, aptitude, achievement), survey procedures, interview procedures, or observation of public behavior, *unless*
  - (i) information obtained is recorded in such a manner that human subjects can be identified directly or through identifiers linked to the subjects; and
  - (ii) any disclosure of the human subjects' responses outside the research could reasonably place the subjects at risk of criminal or civil liability or be damaging to the subject's financial standing, employability, or reputation.
- c. Research involving the use of educational tests (cognitive, diagnostic, aptitude, achievement), survey procedures, interview procedures, or observation of public behavior that is not exempt under paragraph (2), if
  - (i) the human subjects are elected or appointed public officials or candidates for public office, or
  - (ii) Federal statute(s) require(s) without exception that the confidentiality of the personally identifiable information will be maintained throughout the research and thereafter.
- d. Research involving the collection or study of existing data, documents, records, pathological specimens, or diagnostic specimens, if these sources are publicly

available or if the information is recorded by the investigator in such a manner that subjects cannot be identified directly or through identifiers linked to the subjects.

**NOTE:** To be eligible for this exemption, all of the materials have to exist at the time the research is proposed.

- e. Research and demonstration projects that are conducted by or subject to the approval of federal department or agency heads and that are designed to study, evaluate, or otherwise examine
  - (i) public benefit or service programs;
  - (ii) procedures for obtaining benefits or services under those programs;
  - (iii) possible changes in or alternatives to those programs or procedures;
  - (iv) possible changes in methods or levels of payment for benefits or services under those programs.

In addition,

- (v) The program under study must deliver a public benefit (e.g., financial or medical benefits as provided under the Social Security Act) or service (e.g., social, supportive, or nutrition services as provided under the Older American Act).
  - (vi) The research demonstration project must be conducted pursuant to specific federal statutory authority, there must be no statutory requirements of IRB review, the research must not involve significant physical invasions or intrusions upon the privacy of subjects', and the exemption must be invoked only with authorization or concurrence by the funding agency.
- f. Taste and food quality evaluation and consumer acceptance studies,
    - (i) If wholesome foods without additives are consumed; or
    - (ii) If a food is consumed that contains a food ingredient at or below the level and for a use found to be safe or an agricultural chemical or environmental contaminant at or below the level found to be safe by the Food and Drug Administration or approved by the Environmental Protection Agency or the Food Safety and Inspection Service of the U.S. Department of Agriculture.

### 3.3.3 FDA Exemptions

The following categories of clinical investigations are exempt from the requirements of IRB review:

- a. Emergency use of a test article, provided that such emergency use is reported to the IRB within five (5) working days. Any subsequent use of the test article at the institution is subject to IRB review [21 CFR 56.104(c)].

**Note:** See Section 7.7.1 for detailed discussion of this exemption.

- b. Taste and food quality evaluations and consumer acceptance studies, if wholesome foods without additives are consumed or if a food is consumed that contains a food

ingredient at or below the level and for a use found to be safe; or agricultural, chemical, or environmental contaminant at or below the level found to be safe by the Food and Drug Administration or approved by the Environmental Protection Agency or the Food Safety and Inspection Service of the U.S. Department of Agriculture [21 CFR 56.104(d)].

### 3.3.4 Procedures for Exemption Determination

In order to obtain an exemption determination, investigators must submit

- a. a completed Exempt Categories form and IRB application;
- b. all recruitment materials (e.g., letter of invitation, recruitment script, flyer), consent form (when appropriate);
- c. all surveys, questionnaires, instruments, etc.;
- d. letter(s) of permission from each non-Central Michigan University site of performance;
- e. **if sponsored**, one copy of the grant application(s) and/or contract;
- f. verification of current human research protection training for all members of the research team, including the faculty advisor.

The IRB Chair (or designee) reviews all requests for exemptions and determines whether the request meets the criteria for exempt research. The IRB Chair may designate an IRB member to review requests for exemptions submitted to the IRB. The Chair selects designees who are qualified to review this category of submission based on their expertise of the protocol content and knowledge of regulations pertaining to research. If there is not a designated reviewer to consider requests for exemptions, the IRB Chair reviews the requests. Individuals involved in making the determination of an IRB exempt status of a proposed research project cannot be involved in the proposed research. Reviewers must not have any apparent conflict of interest.

To document the IRB reviewer's determination of the request for exempt research, he/she completes the Exemption Determination Form. The IRB reviewer verifies on the form whether the submission meets the definition for "research" or "clinical investigation." If the request meets the definitions of both "human subject" and "research," the reviewer indicates whether the request for exemption was approved or denied, and if approved, the rationale for the determination and category under which it was permitted.

Investigators will be given feedback either by phone or email as to the qualification of the application for exempt status. Once institutional review is completed, IRB staff will send an email and paper notification to the PI of the results of the review.

Exempt studies are communicated to the IRB at the next convened meeting after the approval of exemption.

All requests for an exemption must include a termination date. The exemption is only good until that date or five years, whichever comes first. If the research extends beyond that date, then the researcher must request another exemption. Investigators must

notify the IRB when the project is complete. The decision must be communicated in writing to the investigator and the IRB. Documentation must include the specific categories justifying the exemption.

### **3.3.5 Additional Protections**

Although exempt research is not covered by the federal regulations, this research is not exempt from the ethical guidelines of the *Belmont Report*. The individual making the determination of exemption will determine whether to require additional protections for subjects in keeping with the guidelines of the *Belmont Report*.

## **3.4 Expedited Review**

An IRB may use the expedited review procedure to review either or both of the following:

- a. some or all of the research appearing on the list of categories of research eligible for expedited review and found by the reviewer(s) to involve no more than minimal risk.
- b. minor changes in previously approved research during the period (of one year or less) for which approval is authorized.

### **3.4.1 Categories of Research Eligible for Expedited Review**

[63 FR 60364-60367, November 9, 1998]

The activities listed below should not be deemed to be of minimal risk simply because they are included on this list. Inclusion on this list merely means that the activity is eligible for review through the expedited review procedure when the specific circumstances of the proposed research involve no more than minimal risk to human subjects.

The categories in this list apply regardless of the age of subjects, except as previously noted.

The expedited review procedure may not be used where identification of the subjects and/or their responses would reasonably place them at risk of criminal or civil liability or be damaging to the subjects' financial standing, employability, insurability, reputation, or be stigmatizing, unless reasonable and appropriate protections will be implemented so that risks related to invasion of privacy and breach of confidentiality are no greater than minimal.

The expedited review procedure may not be used for classified research involving human subjects.

The standard requirements for informed consent (or its waiver, alteration, or exception) apply regardless of the type of review--expedited or convened--utilized by the IRB.

**Research Categories one (a) through seven (g) pertain to both initial and continuing IRB review:**

- a. Clinical studies of drugs and medical devices only when condition (a) or (b) is met.

- (i) Research on drugs for which an investigational new drug application (21 CFR Part 312) is not required. (**Note:** Research on marketed drugs that significantly increases the risks or decreases the acceptability of the risks associated with the use of the product is not eligible for expedited review.)
  - (ii) Research on medical devices for which (1) an investigational device exemption application (21 CFR Part 812) is not required, or (2) the medical device is cleared/approved for marketing and the medical device is being used in accordance with its cleared/approved labeling.
- b. Collection of blood samples by finger stick, heel stick, ear stick, or venipuncture as follows:
- (i) from healthy, nonpregnant adults who weigh at least 110 pounds. For these subjects, the amounts drawn may not exceed 550 ml in an 8-week period and collection may not occur more frequently than two (2) times per week; or
  - (ii) from other adults and children<sup>1</sup>, considering the age, weight, and health of the subjects, the collection procedure, the amount of blood to be collected, and the frequency with which it will be collected. For these subjects, the amount drawn may not exceed the lesser of 50 ml or 3 ml per kg in an 8-week period and collection may not occur more frequently than two (2) times per week.  
<sup>1</sup>Children are defined in the DHHS regulations as "persons who have not attained the legal age for consent to treatments or procedures involved in the research, under the applicable law of the jurisdiction in which the research will be conducted" [45 CFR 46.402(a)].
- c. Prospective collection of biological specimens for research purposes by noninvasive means.
- Examples: (i) hair and nail clippings in a non-disfiguring manner; (ii) deciduous teeth at time of exfoliation or if routine patient care indicates a need for extraction; (iii) permanent teeth if routine patient care indicates a need for extraction; (iv) excreta and external secretions (including sweat); (v) uncannulated saliva collected either in an unstimulated fashion or stimulated by chewing gum base or wax or by applying a dilute citric solution to the tongue; (vi) placenta removed at delivery; (vii) amniotic fluid obtained at the time of rupture of the membrane prior to or during labor; (h) supra- and subgingival dental plaque and calculus, provided the collection procedure is not more invasive than routine prophylactic scaling of the teeth and the process is accomplished in accordance with accepted prophylactic techniques; (viii) mucosal and skin cells collected by buccal scraping or swab, skin swab, or mouth washings; (ix) sputum collected after saline mist nebulization.
- d. Collection of data through noninvasive procedures (not involving general anesthesia or sedation) routinely employed in clinical practice, excluding procedures involving x-rays or microwaves. Where medical devices are employed, they must be cleared/approved for marketing. (Studies intended to evaluate the safety and effectiveness of the medical device are not generally eligible for expedited review, including studies of cleared medical devices for new indications.)

Examples: (i) physical sensors that are applied either to the surface of the body or at a distance and do not involve input of significant amounts of energy into the subject or an invasion of the subject's privacy; (ii) weighing or testing sensory acuity; (iii) magnetic resonance imaging; (iv) electrocardiography, electroencephalography, thermography, detection of naturally occurring radioactivity, electroretinography, ultrasound, diagnostic infrared imaging, doppler blood flow, and echocardiography; (v) moderate exercise, muscular strength testing, body composition assessment, and flexibility testing where appropriate given the age, weight, and health of the individual.

- e. Research involving materials (data, documents, records, or specimens) that have been collected, or will be collected solely for non-research purposes (such as medical treatment or diagnosis). **[Note:** Some research in this category may be exempt from the DHHS regulations for the protection of human subjects. See Exempt Categories and 45 CFR 46.101(b)(4). This listing refers only to research that is not exempt.]
- f. Collection of data from voice, video, digital, or image recordings made for research purposes.
- g. Research on individual or group characteristics or behavior (including, but not limited to, research on perception, cognition, motivation, identity, language, communication, cultural beliefs or practices, and social behavior), or research employing survey, interview, oral history, focus group, program evaluation, human factors evaluation, or quality assurance methodologies. **[Note:** Some research in this category may be exempt from the DHHS regulations for the protection of human subjects. See Exempt Categories and 45 CFR 46.101(b)(2) and (b)(3). This listing refers only to research that is not exempt.]
- h. Continuing review of research previously approved by the convened IRB as follows:
  - (i) where (1) the research is permanently closed to the enrollment of new subjects; (2) all subjects have completed all research-related interventions; and (3) the research remains active only for long-term follow-up of subjects; *or*
  - (ii) where no subjects have been enrolled and no additional risks have been identified; *or*
  - (iii) where the remaining research activities are limited to data analysis.

**[Note:** category (h) above identifies three situations in which research that is greater than minimal risk and has been initially reviewed by a convened IRB may undergo subsequent continuing review by the expedited review procedure. For a multi-center protocol, an expedited review procedure may be used by the IRB at a particular site whenever the conditions of category (h)(i), (ii), or (iii) are satisfied for that site. However, with respect to category (h)(ii), while the criterion that "no subjects have been enrolled" is interpreted to mean that no subjects have *ever* been enrolled at a particular site, the criterion that "no additional risks have been identified" is interpreted to mean that neither the investigator nor the IRB at a particular site has identified any additional risks from any site or other relevant source.]

- i. Continuing review of research not conducted under an investigational new drug application or investigational device exemption where categories two (b) through eight (h) do not apply but the IRB has determined and documented at a convened meeting that the research involves no greater than minimal risk and no additional risks have been identified.

[Under Category (i), an expedited review procedure may be used for continuing review of research not conducted under an investigational new drug application or investigational device exemption where categories (b) through (i) above do not apply, but the IRB has determined and documented at a convened meeting that the research involves no greater than minimal risk and no additional risks have been identified. The determination that "no additional risks have been identified" does not need to be made by the convened IRB.]

### **3.4.2 Expedited Review Procedures**

Under an expedited review procedure, the review may be carried out by the IRB Chair or by one or more reviewers designated by the Chair from among members of the IRB. IRB members who serve as designees to the IRB Chair for expedited review will be matched as closely as possible with their field of expertise to the study.

Annually, the Chair will designate a list of IRB members eligible to conduct expedited review. The designees must be experienced (having served on the IRB for at least one year) voting members of the IRB. The IRB Staff will select expedited reviewers from that list. Selected reviewers will have the qualifications, experience, and knowledge in the content of the protocol to be reviewed as well as be knowledgeable of the requirements to approve research under expedited review. IRB members with a conflict of interest in the research (see Section 2.8) will not be selected.

When reviewing research under an expedited review procedure, the IRB Chair or designated IRB member(s) should receive and review all documentation that would normally be submitted for a full-board review including the complete protocol, a Continuation review form summarizing the research since the previous review (including modifications and unanticipated problems), notes from the pre-screening conducted by the IRB Office staff, the current consent documentation, and determine the regulatory criteria for use of such a review procedure.

If the research meets the criteria allowing review using the expedited procedure, the reviewer(s) conducting initial or continuing review will complete the appropriate review to determine whether the research meets the regulatory criteria for approval. If the research does not meet the criteria for expedited review, then the reviewer will indicate that the research requires full review by the IRB, and the protocol will be placed on the next agenda for an IRB meeting.

In reviewing the research, the reviewers will follow the Review Procedures described in Sections 3.8 and 3.9 below and may exercise all of the authorities of the IRB except that the reviewers may not disapprove the research. A research activity may be disapproved only after review in accordance with the non-expedited procedure set forth below.

Reviewers will indicate approval, required modifications, or requirement for convened board review on the Protocol Review/Initial Review. If modifications are required, the IRB Office staff will inform the investigator by e-mail.

If expedited review is carried out by more than one IRB member and the expedited reviewers disagree, the RCO and/or IRB Chair may make a final determination. Upon the discretion of the RCO or IRB Chair, the protocol will be submitted to the IRB for review.

### **3.4.3 Informing the IRB**

All members of the IRB will be apprised of all expedited review approvals by means of a list in the agenda for the next scheduled meeting. Any IRB member can request to review the full protocol by contacting the IRB Office.

## **3.5 Convened IRB Meetings**

Except when an expedited review procedure is used, the IRB will conduct initial and continuing reviews of all non-exempt research at convened meetings at which a quorum (see below) of the members is present.

### **3.5.1 IRB Meeting Schedule**

The IRB meets regularly throughout the year (at least twice per month during the academic year and once per month during summer except months where the quorum is difficult to obtain due to holidays). The schedule for the IRB may vary due to holidays or lack of quorum. The schedule for IRB meetings can be found on the HRPP website. Additionally, this information is available in the HRPP Office and is posted for the benefit of all investigators, research coordinators, and other research staff when submitting protocol materials. Special meetings may be called at any time by the IRB Chair or the RCO.

### **3.5.2 Preliminary Review**

The RCO or designee will perform a preliminary review of all protocol materials submitted to the HRPP Office for determination of completeness and accuracy, including an informed consent checklist. Only complete submissions will be placed on the IRB agenda for review. The investigator will be informed either by e-mail, phone, or in person of missing materials and the necessary date of receipt for inclusion on that month's agenda. In the case of a PI who is submitting a protocol for the first time or an investigator who may not be well-versed in the protocol submission procedures, individualized IRB consultations can be arranged. Specific questions about the IRB policies and procedures, determination of whether a particular protocol is human research or not, and what particular forms are required for a particular study can be submitted in writing to the RCO for information and/or clarification. Individual appointments with the RCO can also be arranged and are strongly recommended for first-time submissions.

### **3.5.3 Primary and Secondary Reviewers**

After determining that the protocol submission is complete, the RCO or designee, with the assistance of the IRB Chair, will assign protocols for review paying close attention to the scientific content of the protocol, the potential reviewer's area of expertise, and representation for vulnerable populations involved in the research. One reviewer will be assigned to each protocol and a reviewer may be assigned several protocols or other research items for review. Reviewers are assigned to all protocols requiring initial review, continuing review, and modifications. When the IRB is presented with a protocol that may be outside of the knowledge base or representative capacity of all of the IRB members, an outside consultant will be sought [See Section 2.4.3 above]. Protocols for which appropriate expertise cannot be obtained for a given meeting will be deferred to another meeting when appropriate expertise can be achieved.

The primary and secondary reviewers are responsible for

- a. Having a thorough knowledge of all of the details of the proposed research.
- b. Performing an in-depth review of the proposed research.
- c. Leading the discussion of the proposed research at the convened meeting, presenting both positive and negative aspects of the research, and leading the IRB through the regulatory criteria for approval [See Section 3.8].
- d. Making suggestions for changes to the proposed research, where applicable.
- e. Completing all applicable IRB reviewer forms.

If both the primary and secondary reviewer are absent from the meeting, a new reviewer may be assigned, providing the new reviewer has reviewed the materials prior to the meeting. Additionally, an absent reviewer can submit his/her written comments for presentation at the convened meeting, as long as there is another reviewer present at the convened meeting who can serve as the primary reviewer. It should be noted that all of the IRB members receive and are expected to review all proposed studies, not just the ones they are responsible for reviewing.

### **3.5.4 Pre-Meeting Distribution of Documents**

All required materials need to be submitted (in full) 15 business days prior to the convened meeting for inclusion on the next IRB agenda. The meeting agenda will be prepared by the RCO or designee and distributed to the IRB members prior to the meeting. All IRB members receive their review materials which include the IRB agenda, prior month's meeting Minutes, applicable business items and audits, appropriate continuing education materials and protocol review materials no later than 5 business days before the scheduled meeting to allow sufficient time for the review process.

### **3.5.5 Materials Received by the IRB**

Each IRB member receives and reviews the following documentation, as applicable, for all protocols on the agenda:

- a. Complete Protocol Application form

- b. Proposed Consent / Parental Permission / Assent Form(s)
- c. Recruitment materials / subject information
- d. Data collection instruments (including all surveys and questionnaires)

At least one primary reviewer must receive and review the following (when they exist): any relevant grant applications; the sponsor's protocol, the investigator's brochure, the DHHS-approved sample informed consent document, the complete DHHS-approved protocol.

Any IRB member may request any of the material provided to the primary and secondary reviewers by contacting the IRB Office.

If an IRB member requires additional information to complete the review, he/she may contact the investigator directly or may contact the IRB Office to make the request of the investigator.

Protocol reviewers will use the CMU Protocol Review Checklist as a guide to completing their review.

### **3.5.6 Quorum**

A quorum consists of a simple majority (more than half) of the voting membership, including at least one member whose primary concern is in a non-scientific area. If research involving an FDA-regulated article is involved, a licensed physician must be included in the quorum. The IRB Chair, with the assistance of the IRB staff, will confirm that an appropriate quorum is present before calling the meeting to order. The IRB Chair will be responsible to ensure that the meetings remain appropriately convened.

At meetings of the IRB, a quorum must be established and maintained for the deliberation and vote on all matters requiring a vote.

If a quorum is not maintained, the pending action item must be deferred or the meeting terminated. The IRB Staff will note the arrival and departure of all IRB members during the meeting and notify the IRB Chair if a quorum is not present.

A quorum worksheet is completed by the IRB Staff and/or IRB Chair to determine and document whether the IRB meeting is appropriately convened and maintained. A sign-in sheet is maintained for each convened meeting.

It is generally expected that at least one unaffiliated member and at least one member who represents the general perspective of participants (the same individual can serve in both capacities) will be present at all IRB meetings. Although the IRB may, on occasion, meet without this representation, individuals serving in this capacity must be present for at least 80% of the IRB meetings.

IRB members are considered present and participating at a duly convened IRB meeting when they are either physically present or participating through electronic means (e.g., teleconferencing or video conferencing) that permits them to listen to and speak during IRB deliberations and voting. When not physically present, the IRB member must have received all pertinent materials prior to the meeting and must be able to participate actively and equally in all discussions.

Opinions of absent members that are transmitted by mail, telephone, facsimile or e-mail may be considered by the attending IRB members but may not be counted as votes or to satisfy the quorum for convened meetings.

### **3.5.7 Meeting Procedures**

The IRB Chair, or Vice-Chair in the event that the IRB Chair is absent, will call the meeting to order once it has been determined that a quorum is in place. The Chair or Vice-Chair will remind IRB members to recuse themselves from the discussion and vote by leaving the room where there is a conflict. The IRB will review and discuss the IRB minutes from the prior meeting and determine if there are any revisions/corrections to be made. If there are no changes to be made, the minutes will be accepted as presented and considered final. If it is determined that revisions/corrections are necessary, the minutes will be amended and presented at the following IRB meeting.

The IRB reviews all submissions for initial and continuing review, as well as requests for modifications. The Primary and Secondary Reviewer present an overview of the research and lead the IRB through the completion of the regulatory criteria for approval in the "Institutional Review Board - Protocol Review/Initial Review" checklist. All members present at a convened meeting have full voting rights, except in the case of a conflict of interest [See below]. For the research to be approved, it must receive the approval of a majority of those voting members present at the meeting.

It is the responsibility of the RCO or designee to record the proceedings of the session. In addition, the RCO or designee is responsible for taking minutes at each IRB meeting.

### **3.5.8 Guests**

At the discretion of the IRB, the Principal Investigator may be invited to the IRB meeting to answer questions about his/her proposed or ongoing research. The Principal Investigator may not be present for the discussion or vote on his/her proposal.

Other guests may be permitted to attend IRB meetings at the discretion of the IRB Chair and the RCO. Guests may not speak unless requested by the IRB and must sign a confidentiality agreement.

## **3.6 Criteria for IRB Approval of Research**

For the IRB to approve human subjects research, either through expedited review or by the full IRB, it must determine that the following requirements are satisfied:

- a. Risks to subjects are minimized (i) by using procedures that are consistent with sound research design and that do not unnecessarily expose subjects to risk, and (ii) whenever appropriate, by using procedures already being performed on the subjects for diagnostic or treatment purposes.
- b. Risks to subjects are reasonable in relation to anticipated benefits, if any, to subjects, and the importance of the knowledge that may reasonably be expected to result. In evaluating risks and benefits, the IRB should consider only those risks and benefits that may result from the research (as distinguished from risks and benefits

of therapies subjects would receive even if not participating in the research). The IRB should not consider possible long-range effects of applying knowledge gained in the research (for example, the possible effects of the research on public policy) as among those research risks that fall within the purview of its responsibility.

- c. Selection of subjects is equitable. In making this assessment the IRB should take into account the purposes of the research and the setting in which the research will be conducted and should be particularly cognizant of the special problems of research involving vulnerable populations, such as children, prisoners, pregnant women, mentally disable persons, or economically or educationally disadvantaged persons.
- d. Informed consent will be sought from each prospective subject or the subject's legally authorized representative, in accordance with and to the extent required by the federal regulations.
- e. Informed consent will be appropriately documented, in accordance with and to the extent required by the federal regulations.
- f. When appropriate, the research plan makes adequate provision for monitoring the data collected to ensure the safety of subjects.
- g. When appropriate, there are adequate provisions to protect the privacy of subjects and to maintain the confidentiality of data.
- h. When some or all of the subjects are likely to be vulnerable to coercion or undue influence, such as children, prisoners, pregnant women, mentally-disabled persons, or economically- or educationally-disadvantaged persons, additional safeguards have been included in the study to protect the rights and welfare of these subjects.

These criteria must be satisfied for each review (initial, continuing, and modifications) for both expedited review and review by the convened IRB.

### **3.6.1 Risk/Benefit Assessment**

The goal of the assessment is to ensure that the risks to research subjects posed by participation in the research are justified by the anticipated benefits to the subjects or society. Toward that end, the IRB must

- a. judge whether the anticipated benefit, either of new knowledge or of improved health for the research subjects, justifies asking any person to undertake the risks;
- b. disapprove research in which the risks are judged unreasonable in relation to the anticipated benefits.

The assessment of the risks and benefits of proposed research – one of the major responsibilities of the IRB – involves a series of steps:

- a. **identify the risks** associated with the research, as distinguished from the risks of therapies the subjects would receive even if not participating in research;
- b. **determine whether the risks will be minimized** to the extent possible;

- c. **identify the probable benefits** to be derived from the research;
- d. **determine whether the risks are reasonable in relation to the benefits** to subjects, if any, and assess the importance of the knowledge to be gained;
- e. **ensure that potential subjects will be provided with an accurate and fair description** of the risks or discomforts and the anticipated benefits;

#### **Risks to subjects are minimized**

- a. by using procedures that are consistent with sound research design and that do not unnecessarily expose subjects to risk; and
- b. whenever appropriate, by using procedures already being performed on the subjects for diagnostic or treatment purposes.

**Risks to subjects are reasonable in relation to anticipated benefits**, if any, and to the importance of the knowledge that may reasonably be expected to result.

In evaluating risks and benefits, the IRB should consider only those risks and benefits that may result from the research – as distinguished from risks and benefits of therapies subjects would receive even if not participating in the research.

The IRB should not consider possible long-range effects of applying knowledge gained in the research (e.g., the possible effects of the research on public policy) as among those research risks that fall within the purview of its responsibility.

#### **3.6.1.1 Scientific Merit**

To assess the risks and benefits of the proposed research, the IRB must determine that the knowledge expected to result from this research is sufficiently important to justify the risk.

In making this determination, the IRB may draw on its own knowledge and disciplinary expertise, or the IRB may draw on the knowledge and disciplinary expertise of others, such as reviews by a funding agency or outside consultants. When scientific review is conducted by an individual or entity external to the IRB, documentation that the above questions were considered must be provided to the IRB for review and consideration.

#### **3.6.2 Equitable Selection of Subjects**

The IRB will determine by viewing the application, protocol, and other research project materials that the selection of subjects is equitable with respect to gender, age, class, etc. The IRB will not approve a study that does not provide adequately for the equitable selection of subjects or has not provided an appropriate scientific and ethical justification for excluding classes of persons who might benefit from the research. In making this determination, the IRB evaluates the purposes of the research; the setting in which the research occurs; scientific and ethical justification for including vulnerable populations such as children, prisoners, pregnant women, mentally disabled persons, or economically or educationally disadvantaged persons; the scientific and ethical justification for excluding classes of persons who might benefit from the research; and the inclusion/exclusion criteria.

At the time of the continuing review, the IRB will determine whether the PI has followed the subject selection criteria that he/she originally set forth at the time of the initial IRB review and approval.

### **3.6.2.1 Recruitment of Subjects**

The investigator will provide the IRB with all recruiting materials to be used in identifying participants, including recruitment methods, advertisements, and payment arrangements [See Section 3.8.7 for a discussion of IRB review of advertisements and Section 3.8.8 for a discussion of IRB review of payments].

### **3.6.3 Informed Consent**

The IRB will ensure that informed consent will be sought from each prospective subject or the subject's legally authorized representative, in accordance with, and to the extent required by 45 CFR 46.116 and 21 CFR 50.20. In addition, the Committee will ensure that informed consent will be appropriately documented in accordance with, and to the extent required by 45 CFR 46.117 and 21 CFR 50.27 [See Section 5 below for detailed policies on informed consent].

### **3.6.4 Safety Monitoring**

For all research that is more than minimal risk, the investigator must submit a safety monitoring plan. The initial plan submitted to the IRB should describe the procedures for safety monitoring, reporting of unanticipated problems involving risks to subjects or others, descriptions of interim safety reviews and the procedures planned for transmitting the results to the IRB. This description should include information regarding an independent Data and Safety Monitoring Board (DSMB), if one exists, or an explanation why an independent data safety monitor is not necessary.

The IRB determines that the safety monitoring plan makes adequate provision for monitoring the reactions of subjects and the collection of data to ensure the safety of subjects. The overall elements of the monitoring plan may vary depending on the potential risks, complexity, and nature of the research study. The method and degree of monitoring needed is related to the degree of risk involved. Monitoring may be conducted in various ways or by various individuals or groups, depending on the size and scope of the research effort. These exist on a continuum from monitoring by the principal investigator in a small, low-risk study to the establishment of an independent data- and safety-monitoring board for a large phase III clinical trial.

The factors the IRB will consider in determining whether the safety monitoring plan is adequate for the research are as follows:

- a. Monitoring is commensurate with the nature, complexity, size, and risk involved.
- b. Monitoring is timely. Frequency should be commensurate with risk. Conclusions are reported to the IRB.
- c. For low risk studies, continuous, close monitoring by the study investigator or an independent individual may be an adequate and appropriate format for monitoring,

with prompt reporting of problems to the IRB, sponsor, and regulatory bodies as appropriate.

- d. For an individual Safety Monitor, the plan must include
  - (i) Parameters to be assessed.
  - (ii) Mechanism to assess the critical efficacy endpoints at intervals to determine when to continue, modify, or stop a study.
  - (iii) Frequency of monitoring.
  - (iv) Procedures for reporting to the IRB.
- e. For a Data Safety Monitoring Board (DSMB), the plan must include
  - (i) The name of the DSMB.
  - (ii) When appropriate, the DSMB must be independent from the sponsor
  - (iii) Availability of written reports
  - (iv) Composition of the monitoring group (if a group is to be used). Experts in all scientific disciplines needed to interpret the data and ensure patient safety. Clinical trial experts, biostatisticians, bioethicists, and clinicians knowledgeable about the disease and treatment under study should be part of the monitoring group or be available if warranted.
  - (v) Frequency and content of meeting reports.
  - (vi) The frequency and character of monitoring meetings (e.g., open or closed, public or private).

In general, it is desirable for a DSMB to be established by the study sponsor for research that is blinded, involves multiple sites, involves vulnerable subjects, or employs high-risk interventions. For some studies, the National Institutes of Health (NIH) require a DSMB. The IRB has the authority to require a DSMB as a condition for approval of research where it determines that such monitoring is needed. When DSMBs are utilized, the IRB conducting continuing review of research may rely on a current statement from the DSMB indicating that it has and will continue to review study-wide Adverse Events, interim findings, and any recent literature that may be relevant to the research, in lieu of requiring that this information be submitted directly to the IRB.

### **3.6.5 Privacy and Confidentiality**

The IRB will determine whether adequate procedures are in place to **protect the privacy** of subjects and to **maintain the confidentiality of the data**.

#### **Definitions:**

**Privacy** – Having control over the extent, timing, and circumstances of sharing oneself (physically, behaviorally, or intellectually) with others.

**Confidentiality** – Methods used to ensure that information obtained by researchers about their subjects is not improperly divulged.

**Private information** – Information which has been provided for specific purposes by an individual and that the individual can reasonably expect will not be made public (e.g., a medical record).

**Identifiable information** – Information where the identity of the subject is or may readily be ascertained by the investigator or associated with the information.

## **Privacy**

The IRB must determine whether the activities in the research constitute an invasion of privacy. To make that determination, the IRB must obtain information regarding how the investigators are getting access to subjects or subjects' private, identifiable information and the subjects' expectations of privacy in the situation. Investigators must have appropriate authorization to access the subjects or the subjects' information.

In developing strategies for the protection of subjects' privacy, consideration should be given to

- a. Methods used to identify and contact potential participants.
- b. Settings in which an individual will be interacting with an investigator.
- c. Appropriateness of all personnel present for research activities.
- d. Methods used to obtain information about participants and the nature of the requested information.
- e. Information that is obtained about individuals other than the "target participants" and whether such individuals meet the regulatory definition of "human participant" (e.g., a subject provides information about a family member for a survey).
- f. How to access the minimum amount of information necessary to complete the study.

## **Confidentiality**

Confidentiality and anonymity are not the same. If anyone, including the investigator, can readily ascertain the identity of the subjects from the data, then the research is not anonymous and the IRB must determine if appropriate protections are in place to minimize the likelihood that the information will be inappropriately divulged. The level of confidentiality protection should be commensurate with the potential of harm from inappropriate disclosure.

At the time of initial review, the IRB ensures that the privacy and confidentiality of research subjects is protected. The IRB assesses whether there are adequate provisions to protect subject privacy and maintain confidentiality. The IRB does this through the evaluation of the methods used to obtain information

- a. about subjects,
- b. about individuals who may be recruited to participate in studies,
- c. the use of personally identifiable records, and
- d. the methods to protect the confidentiality of research data.

The PI will provide the information regarding the privacy and confidentiality of research subjects at the time of initial review through the completion of the application, any necessary HIPAA Forms, research protocol, and/or other submitted, applicable materials. The IRB will review all information received from the PI and determine whether the privacy and confidentiality of research subjects is sufficiently protected. In some cases, the IRB may also require that a Certificate of Confidentiality be obtained to additionally protect research data [See Section 17.1].

In reviewing confidentiality protections, the IRB will consider the nature, probability, and magnitude of harms that would be likely to result from a disclosure of collected information outside the research. It will evaluate the effectiveness of proposed de-identification techniques, coding systems, encryption methods, storage facilities, access limitations, and other relevant factors in determining the adequacy of confidentiality protections.

### **3.6.6 Vulnerable Populations**

At the time of initial review, the IRB will consider the scientific and ethical reasons for including vulnerable subjects in research. The IRB may determine and require that, when appropriate, additional safeguards be put into place for vulnerable subjects, such as those without decision-making capacity.

For an extensive discussion about the IRB's review and approval process for individual populations of vulnerable subjects, please refer to Section 6.

## **3.7 Additional Considerations During IRB Review and Approval of Research**

### **3.7.1 Determination of Risk**

At the time of initial and continuing review, the IRB will determine the risks associated with the research protocols. Risks associated with the research will be classified as either "minimal" or "greater than minimal." The meeting minutes will reflect the IRB's determination regarding risk levels.

### **3.7.2 Period of Approval**

At the time of initial review and at continuing review, the IRB will determine the frequency of review of the research protocols. All protocols will be reviewed by the IRB at intervals appropriate to the degree of risk but no less than once per year. In some circumstances, a shorter review interval (e.g., semi-annually, quarterly, or after accrual of a specific number of participants) may be required [See below]. The meeting minutes will reflect the IRB's determination regarding review frequency.

#### **3.7.2.1 Review More Often Than Annually**

Unless specifically waived by the IRB, research that meets any of the following criteria will require review more often than annually:

- a. Significant risk to research subjects (e.g., death, permanent or long lasting disability or morbidity, severe toxicity) without the possibility of direct benefit to the subjects.
- b. The involvement of especially vulnerable populations likely to be subject to coercion (e.g., terminally ill).
- c. A history of serious or continuing non-compliance on the part of the PI.

The following factors will also be considered when determining which studies require review more frequently than annually:

- d. The probability and magnitude of anticipated risks to subjects.
- e. The likely medical condition of the proposed subjects.
- f. The overall qualifications of the PI and other members of the research team.
- g. The specific experience of the Responsible Investigator and other members of the research team in conducting similar research.
- h. The nature and frequency of adverse events observed in similar research at this and other institutions.
- i. The novelty of the research making unanticipated Adverse Events more likely.
- j. Any other factors that the IRB deems relevant.

In specifying an approval period of less than one year, the IRB may define the period with either a time interval or a maximum number of subjects either studied or enrolled. If a maximum number of subjects studied or enrolled is used to define the approval period, it is understood that the approval period in no case can exceed one year and that the number of subjects studied or enrolled determines the approval period only when that number of subjects is studied or enrolled in less than one year. If an approval period of less than one year is specified by the IRB, the reason for more frequent review must be documented in the minutes.

### **3.7.3 Independent Verification That No Material Changes Have Occurred**

The IRB recognizes that protecting the rights and welfare of subjects sometimes requires that the IRB verify independently, utilizing sources other than the investigator that no material changes occurred during the IRB-designated approval period. Independent verification from sources other than the investigator may be necessary at times, for example, in cooperative studies or other multi-center research.

The IRB will determine the need for verification from outside sources on a case-by-case basis and according to the following criteria:

- a. Protocols where concern about possible material changes occurring without IRB approval have been raised based on information provided in continuing review reports or from other sources.
- b. Protocols conducted by PIs who have previously failed to comply with federal regulations and/or the requirements or determinations of the IRB Protocols subject to internal audit.

c. Whenever else the IRB deems verification from outside sources is relevant.

The following factors will also be considered when determining which studies require independent verification:

d. The probability and magnitude of anticipated risks to subjects.

e. The likely medical condition of the proposed subjects.

f. The probable nature and frequency of changes that may ordinarily be expected in the type of research proposed.

In making determinations about independent verification, the IRB may prospectively require that such verification take place at predetermined intervals during the approval period, or may retrospectively require such verification at the time of continuing review and review of amendments and/or unanticipated problems.

If any material changes have occurred without IRB review and approval, the IRB will decide the corrective action to be taken.

#### **3.7.4 Consent Monitoring**

In reviewing the adequacy of informed consent procedures for proposed research, the IRB may on occasion determine that special monitoring of the consent process by an impartial observer (consent monitor) is required to reduce the possibility of coercion and undue influence.

Such monitoring may be particularly warranted where the research presents significant risks to subjects or if subjects are likely to have difficulty understanding the information provided. Monitoring may also be appropriate as a corrective action where the IRB has identified problems associated with a particular investigator or a research project [See Section 5.7 for a detailed discussion of consent monitoring].

#### **3.7.5 Investigator Conflicts of Interest**

The research application asks protocol-specific questions regarding conflict of interest for the investigators and key personnel. As part of its review process, the IRB will determine whether a conflict of interest exists with regard to the research under review. If a conflict of interest exists, final IRB approval of a protocol cannot be given until an approved conflict management plan that adequately protects the human subjects in the protocol is in place [See Section 14 for a detailed discussion of Conflict of Interest].

#### **3.7.6 Significant New Findings**

During the course of research, significant new knowledge or findings about the medication or test article and/or the condition under study may develop. The PI must report any significant new findings to the IRB and the IRB will review them with regard to the impact on the subjects' rights and welfare. Since the new knowledge or findings may affect the risks or benefits to subjects or subjects' willingness to continue in the research, the IRB may require, during the ongoing review process, that the PI contact the currently enrolled subjects to inform them of the new information. The IRB will

communicate this to the PI. The informed consent should be updated and the IRB may require that the currently enrolled subjects be re-consented, acknowledging receipt of this new information and for affirming their continued participation.

### **3.7.7 Advertisements**

The IRB must approve any and all advertisements prior to posting and/or distribution for studies that are conducted under the purview of the CMU IRB. The IRB will review

- a. The information contained in the advertisement.
- b. The mode of its communication.
- c. The final copy of printed advertisements.
- d. The final audio/video-taped advertisements.

This information should be submitted to the IRB with the initial application or as an amendment to the protocol.

The IRB reviews the material to assure that the material is accurate and is not coercive or unduly optimistic, creating undue influence to the subject to participate, which includes but is not limited to

- e. Statements implying a certainty of favorable outcome or other benefits beyond what was outlined in the consent document and the protocol.
- f. Claims, either explicitly or implicitly, that the drug, biologic, or device was safe or effective for the purposes under investigation.
- g. Claims, either explicitly or implicitly, that the test article was known to be equivalent or superior to any other drug, biologic, or device.
- h. Using terms like “new treatment,” “new medication,” or “new drug” without explaining that the test article was investigational.
- i. Promising “free medical treatment” when the intent was only to say participants will not be charged for taking part in the investigation.
- j. Emphasis on payment or the amount to be paid, such as bold type or larger font on printed media.
- k. The inclusion of exculpatory language.

Any advertisement to recruit subjects should be limited to the information the prospective subjects need to determine their eligibility and interest. When appropriately worded, the following items may be included:

- l. The name and address of the clinical investigator and/or research facility.
- m. The condition being studied and/or the purpose of the research.
- n. In summary form, the criteria that will be used to determine eligibility for the study.
- o. The time or other commitment required of the subjects.

- p. The location of the research and the person or office to contact for further information.
- q. A clear statement that this is research and not treatment.
- r. A brief list of potential benefits (e.g., no cost for a health exam).

**Note:** Advertisements may not include compensation for participation in a trial offered by a sponsor to involve a coupon good for a discount on the purchase price of the product once it has been approved for marketing.

Once approved by the IRB, an advertisement cannot be altered or manipulated in any way without prior IRB approval.

### **3.7.8 Payment to Research Subjects**

Payment to research subjects may be an incentive for participation or a way to reimburse a subject for travel and other experiences incurred due to participation. However, payment for participation is not considered a research benefit. Regardless of the form of remuneration, investigators must take care to avoid coercion of subjects. Payments should reflect the degree of risk, inconvenience, or discomfort associated with participation. The amount of compensation must be proportional to the risks and inconveniences posed by participation in the study.

Investigators who wish to pay research subjects must indicate in their research project application the justification for such payment. Such justification should

- a. demonstrate that proposed payments are reasonable and commensurate with the expected contributions of the subject,
- b. state the terms of the subject participation agreement and the amount of payment in the informed consent form, and
- c. demonstrate that subject payments are fair and appropriate and that they do not constitute (or appear to constitute) undue pressure on the participant to volunteer for the research study.

The IRB must review both the amount of payment and the proposed method of disbursement to assure that neither entails problems of coercion or undue influence.

Credit for payment should accrue and not be contingent upon the participant completing the entire study. The IRB does not allow the entire payment to be contingent upon completion of the entire study. Any amount paid as bonus for completion of the entire study should not be so great that it becomes coercive.

The consent form must describe the terms of payment and the conditions under which subjects would receive partial payment or no payment (e.g., if they withdraw from the study before their participation is completed).

It is the investigator's responsibility to comply with the policy of the appropriate CMU business office for processing of payments to research subjects. Investigators are encouraged to seek guidance on internal procedures from the appropriate CMU business office during the initial planning stages of the research project. Investigators who wish to have CMU issue compensation payments directly to research subjects

should seek guidance from the CMU Payable Accounting office. Investigators who wish to be reimbursed for compensation payments made directly to research subjects should contact the CMU Payroll/Travel office.

### **3.7.9 Compliance with all Applicable State and Local Laws**

The IRB follows and must adhere to all applicable state and local laws in the jurisdictions where the research is taking place. The HRPP and the IRB rely on the General Counsel for the interpretation and application of Michigan State law and the laws of any other jurisdiction where research is conducted as they apply to human subjects research.

All consent forms must be consistent with applicable state and local laws.

### **3.8 Possible IRB Actions**

- a. **Approval.** The study is approved as submitted.
- b. **Deferred for non-substantive issues.** The protocol and/or consent form require minor revisions, such as wording changes, with replacement language provided. For protocols reviewed at a convened IRB meeting, the needed revisions are agreed upon at the IRB meeting. For protocols reviewed under expedited review, the needed revisions are designated by the reviewer(s). None of the required modifications can be related to the regulatory criteria for approval. These revisions are presented to the PI for incorporation by simple concurrence. Revisions must be made exactly as designated by the IRB or reviewer(s).

To receive approval for a protocol deferred for non-substantive issues,

- (i) For full review, the investigator's response, the revised protocol and the previously submitted protocol is given to the IRB Chair, Vice Chair, or a subcommittee of the IRB for review. The reviewer(s) may approve the study upon receipt and approval of the revisions without further action by the IRB.
- (ii) For expedited review, the investigator's response, the revised protocol and the previously submitted protocol are given to the same reviewer(s) for re-review.

Approval of the protocol application will not be granted and certification will not be issued until all deficiencies, if any, are corrected to the satisfaction of the IRB or the reviewer(s).

The outcome of the IRB's deliberations will once again communicated to the investigator in writing.

The IRB's determination concerning the subsequent amended submission will be documented in the minutes of the next IRB meeting or in the file for expedited review.

**Note:** For full review, the expiration date for the protocol is calculated based on the date of the last convened IRB meeting and NOT on the final approval date.

- c. **Deferred for substantive issues** regarding the protocol and/or consent form that must be addressed. This action is taken if substantial modification or clarification is

required or insufficient information is provided to judge the protocol application adequately (e.g., the risks and benefits cannot be assessed with the information provided). IRB approval of the proposed research must not occur until subsequent review of the material the PI submitted by the convened IRB or the expedited reviewer(s).

To receive approval for a protocol deferred for substantive issues,

- (i) For full review, the investigator's response must be submitted for review at a subsequent, convened meeting of the same IRB. The IRB Office provides the IRB with the investigator's response, the revised protocol, and the previously submitted protocol. The item is placed on the agenda for re-review at the next meeting.
- (ii) For expedited, the investigator's response, the revised protocol, and the previously submitted protocol are given to the same reviewer(s) for re-review.

Approval of the protocol application will not be granted and certification will not be issued until all deficiencies, if any, are corrected to the satisfaction of the IRB or the reviewer(s).

The outcome of the IRB's deliberations is communicated to the investigator in writing.

The IRB's determination concerning the subsequent amended submission will be documented in the minutes of the IRB meeting or in the file for expedited review.

**Note:** Failure to submit a response to IRB-stipulated changes or inquiries related to deferred protocols within 90 days of the IRB date of determination will result in administrative closure of the IRB file. The PI will receive notification of the closure of the IRB file, including an explanation for this action. An extension beyond 90 days may be granted by the IRB if sufficient cause is provided by the PI.

- d. **Disapproved.** The IRB has determined that the research cannot be conducted at the CMU or by employees or agents of CMU or otherwise under the auspices of CMU.
- e. **Approval in Principle.** As per federal regulations (45CFR46.118), there are two circumstances in which the IRB may grant approval required by a sponsoring agency without having reviewed all of the study procedures and consent documents. One is if study procedures are to be developed during the course of the research, but human subjects approval is required by the sponsoring agency. The other is if the involvement of human subjects depends on the outcomes of work with animal subjects. The IRB may then grant approval without having reviewed the as yet undeveloped recruitment, consent, and intervention materials. However, if the proposal is funded, the PI must submit such materials for approval at least 60 days before recruiting human subjects into the study, or into any pilot studies or pre-tests. Approval in principle is granted to satisfy sponsoring agency requirements or to allow investigators to have access to funding to begin aspects of the project that do not involve human subjects.

### **3.9 Study Suspension, Termination and Investigator Hold**

#### **3.9.1 Suspension/Termination**

IRB approval may be suspended or terminated if research is not being conducted in accordance with IRB or regulatory requirements or has been associated with unexpected problems or serious harm to subjects [See Section 8 for a discussion of unexpected problems and Section 10 for a discussion of non-compliance].

**Suspension** of IRB approval is a directive of the convened IRB or IRB Chair or the RCO to temporarily stop some or all previously-approved research activities short of stopping them permanently. Suspension directives made by the IRB Chair or RCO must be reported to a meeting of the convened IRB. Suspended protocols remain open and require continuing review.

**Termination** of IRB approval is a directive of the convened IRB to stop permanently all activities in a previously-approved research protocol. Terminated protocols are considered closed and no longer require continuing review. Terminations of protocols approved under expedited review must be made by the convened IRB.

The IRB shall notify the PI in writing of such suspensions or terminations and shall include a statement of the reasons for the IRB's actions. The terms and conditions of the suspension must be explicit. The investigator shall be provided with an opportunity to respond in person or in writing.

When study approval is suspended or terminated by the convened IRB or an authorized individual, in addition to stopping all research activities, the convened IRB or individual ordering the suspension or termination will notify any subjects currently participating that the study has been suspended or terminated. The convened IRB or individual ordering the suspension or termination will consider whether procedures for withdrawal of enrolled subjects are necessary to protect their rights and welfare of subjects, such as: transferring participants to another investigator; making arrangements for care or follow-up outside the research; allowing continuation of some research activities under the supervision of an independent monitor; or requiring or permitting follow-up of participants for safety reasons.

If follow-up of subjects for safety reasons is permitted/required by the convened IRB or individual ordering the suspension or termination, the convened IRB or individual ordering the suspension or termination will require that the subjects should be so informed and that any adverse events/outcomes be reported to the IRB and the sponsor.

Investigator **MUST** continue to provide reports on adverse events and unanticipated problems to both the IRB and sponsor just as if there had never been a suspension (i.e., all events that need to be reported during a study need to continue to be reported during the suspension period.)

Suspension or termination protocols approved by the IRB can also be issued by CMU officials acting outside of and unrelated to the HRPP (i.e., related to protecting the rights and welfare of study participants). Such action can be made by the President, Provost, and Deans. Such actions may be made for any reason in furtherance of the Institution's

interest provided, however, that the aggrieved PI is entitled to all rights and procedures afford to him/her under the Grievance Policy. The PI must report any suspension or termination of the conduct of research by CMU officials to the IRB. The IRB will then determine if suspension or termination of the IRB approval is warranted.

### **3.9.2 Investigator Hold**

An investigator may request an Investigator Hold on a protocol when the investigator wishes to temporarily or permanently stop some or all approved research activities. An Investigator Hold is initiated by an investigator. Investigator Holds are not suspensions or terminations.

#### **3.9.2.1 Procedures**

- a. Investigators must notify the IRB in writing of the following:
  - (i) They are voluntarily placing a study on Investigator Hold.
  - (ii) A description of the research activities that will be stopped
  - (iii) Proposed actions to be taken to protect current participants.
  - (iv) Actions that will be taken prior to IRB approval of proposed changes in order to eliminate apparent immediate harm.
- b. Upon receipt of written notification of the investigator, the IRB staff places the research on the agenda for review.
- c. The IRB Chair and/or RCO, in consultation with the investigators, determine whether any additional procedures need to be followed to protect the rights and welfare of current participants as described in “Protection of Currently Enrolled Participants” below.
- d. The IRB Chair and/or RCO, in consultation with the investigators, determine how and when currently enrolled participants will be notified of the Investigator Hold.
- e. Investigators may request a modification of the Investigator Hold by submitting a request for a modification to previously approved research.

### **3.10 Continuing Review**

The IRB will conduct a continuing review of ongoing research at intervals that are appropriate to the level of risk for each research protocol but not less than once per year. Continuing review must occur as long as the research remains active for long-term follow-up of participants, even when the research is permanently closed to the enrollment of new participants and all participants have completed all research-related interventions. Continuing review of research must occur even when the remaining research activities are limited to the analysis of private identifiable information.

### **3.10.1 Approval Period**

At CMU, determination of the approval period and the need for additional supervision and/or participation is made by the IRB on a protocol-by-protocol basis. For example, for an investigator who is performing particularly risky research or for an investigator who has recently had a protocol suspended by the IRB due to regulatory concerns, an on-site review by a subcommittee of the IRB might occur or approval might be subject to an audit of study performance after a few months of enrollment or after enrollment of the first several subjects.

For each initial or continuing approval the IRB will indicate an approval period with an approval expiration date specified. IRB approval is considered to have lapsed at midnight on the expiration date of the approval. For a study approved by the convened IRB, the approval period starts on the date that the IRB conducts its final review of the study, that is, the date that the convened IRB approved the research or the date the convened IRB deferred the research for non-substantive issues. For a study approved under expedited review, the approval period begins on the date the IRB Chair or IRB member(s) designated by the Chair gives final approval to the protocol.

The approval date and approval expiration date are clearly noted on all IRB certifications sent to the PI and must be strictly adhered to. Investigators should allow sufficient time for development and review of renewal submissions.

Review of a change in a protocol ordinarily does not alter the date by which continuing review must occur. This is because continuing review is of the full protocol, not simply the change(s) to it.

The regulations make no provision for any grace period extending the conduct of research beyond the expiration date of IRB approval. Therefore, continuing review and re-approval of research must occur by midnight of the date when IRB approval expires. If the IRB performs continuing review within 30 days before the IRB approval period expires, the IRB may retain the anniversary date as the date by which the continuing review must occur.

### **3.10.2 Continuing Review Process**

To assist investigators, the IRB Office staff will send out renewal notices to investigators three months, two months, and one month in advance of the expiration date; however, it is the investigator's responsibility to ensure that the continuing review of ongoing research is approved prior to the expiration date. By federal regulation, no extension to that date can be granted.

Investigators must submit the following for continuing review:

- a. the initial review application updated with any changes,
- b. the Protocol Change form if applicable,
- c. the current consent document,
- d. any newly proposed consent document, and
- e. the Request for Annual Continuation renewal form.

In conducting continuing review of research not eligible for expedited review, all IRB members are provided with and review all of the above material and the Primary Reviewer will review the complete protocol, including any modifications previously approved by the IRB. At the meeting, the Primary and Secondary Reviewers lead the IRB through the completion of the regulatory criteria for approval in the “Institutional Review Board – Protocol Review/Continuing Review” checklist.

IRB Office staff attend the convened meetings and bring the complete protocol files for each protocol on the agenda. The IRB staff will retrieve any additional related materials the IRB members request.

In the case of expedited review, the IRB members may request the IRB Office staff to provide them with any additional materials required for the review.

Review of currently approved or newly proposed consent documents must occur during the scheduled continuing review of research by the IRB, but **informed consent documents should be reviewed whenever new information becomes available** that would require modification of information in the informed consent document.

### **3.10.3 Expedited Review of Continuing Review**

In conducting continuing review under expedited review, the reviewers receive all of the above material. The reviewer(s) complete the “Institutional Review Board – Protocol Review/Continuing Review” checklist to determine whether the research meets the criteria allowing continuing review using the expedited procedure, and if so, whether the research continues to meet the regulatory criteria for approval.

Generally, if research did not qualify for expedited review at the time of initial review, it does not qualify for expedited review at the time of continuing review, except in limited circumstances described by expedited review categories (8) and (9) at 63 FR 60364-60367 [See Expedited Review Categories]. It is also possible that research activities that previously qualified for expedited review in accordance with 45 CFR 46.110 have changed or will change such that expedited IRB review would no longer be permitted for continuing review.

### **3.10.4 What Occurs if There is a Lapse in Continuing Review?**

The regulations permit no grace period or approval extension after approval expiration. Research that continues after the approval period has expired is research conducted without IRB approval. If the continuing review does not occur within the timeframe set by the IRB, all research activities must stop, including recruitment (media advertisements must be pulled), enrollment, consent, interventions, interactions, and data collection, unless the IRB finds that it is in the best interests of individual subjects to continue participating in the research interventions or interactions.. **This will occur even if the investigator has provided the continuing information before the expiration date. Therefore, investigators must allow sufficient time for IRB review before the expiration date.**

The IRB Office is responsible for immediately notifying the investigator of the expiration of approval and that all research activities must stop.

If research participants are currently enrolled in the research project and their participation is ongoing, once notified of the expiration of approval the PI must immediately submit to the IRB Chair a list of research subjects for whom suspension of the research would cause harm. Enrollment of new subjects cannot occur and continuation of research interventions or interactions for already enrolled subjects should only continue when the IRB or IRB Chair finds that it is in the best interest of the individual subjects to do so.

Failure to submit continuing review information on time is non-compliance and will be handled according to the non-compliance policy (See Section 11.2).

Once approval has expired, IRB review and re-approval must occur prior to re-initiation of the research. If the study approval has lapsed more than 90 days and the PI has not provided the required continuing review information, the PI must submit a new application to the IRB for review and approval. If the study approval has lapsed 90 days or less and the PI provides the required continuing review information, the existing protocol may be reviewed for consideration of continued IRB approval.

If a research protocol receives contingent approval at the time of the continuing review and the approval expires before the PI responds to the contingencies, the PI may not enroll any new subjects or access medical records after the approval expiration date. Once the PI responds, the existing protocol will be reviewed for continuation. If the PI does not respond within 90 days, the IRB may vote to administratively close the study. Decisions of this kind must be made in a manner that ensures that closure will not harm any participants previously enrolled who may require ongoing treatment as part of the research study.

### **3.11 Amendment of an Approved Protocol**

Investigators may wish to modify or amend their approved applications. **Investigators must seek IRB approval before making any changes in approved research** – even though the changes are planned for the period for which IRB approval has already been given - unless the change is necessary to eliminate an immediate hazard to the subject (in which case the IRB must then be notified at once).

Modifications may be approved if they are within the scope of what the IRB originally authorized. For example, if a researcher wishes to add a population to an existing study, but not alter the study procedures or purpose, a modification request is usually appropriate. Likewise, modifying a procedure without changing the study's purpose or study population may also be appropriate. If, however, the researcher wishes to add a population and revise study procedures, he or she will need to submit a new application for human subjects approval.

Investigators must submit documentation to inform the IRB about the changes in the status of the study, including, but necessarily limited to

- a. Completed "Request for Protocol Change" form.
- b. Revised Investigator's protocol application or sponsor's protocol (if applicable).

- c. Revised approved consent/parental permission/assent documents (if applicable) or other documentation that would be provided to subjects when such information might relate to their willingness to continue to participate in the study.
- d. Revised or additional recruitment materials.
- e. Any other relevant documents provided by the investigator.

IRB Office staff will determine whether the proposed changes may be approved through an expedited review process, if the changes are minor, or whether the modification warrants full board review. The reviewer(s) using the expedited procedure has the ultimate responsibility to determine that the proposed changes may be approved through the expedited review procedure and, if not, must refer the protocol for full board review.

### **3.11.1 Expedited Review of Protocol Modifications**

An IRB may use expedited review procedures to review minor changes in ongoing previously-approved research during the period for which approval is authorized. An expedited review may be carried out by the IRB Chair and/or designee(s) among the IRB members.

The reviewer(s) completes the “Institutional Review Board – Protocol Review / Amendment” checklist to determine whether the modifications meet the criteria allowing review of the amendment using the expedited procedure and, if so, whether the research with the proposed modifications continues to meet the regulatory criteria for approval.

The reviewer will also consider whether information about those modifications might relate to participants’ willingness to continue to take part in the research and, if so, whether to provide that information to participants.

### **3.11.2 Full Board Review of Protocol Modifications**

When a proposed change in a research study is not minor (e.g., procedures involving increased risk or discomfort are to be added), then the IRB must review and approve the proposed change at a convened meeting before the change can be implemented. The only exception is a change necessary to eliminate apparent immediate hazards to the research subjects. In such a case, the IRB should be promptly informed of the change following its implementation and should review the change to determine that it is consistent with ensuring the subjects’ continued welfare.

All IRB members are provided with and review all documents provided by the investigator.

At the meeting, the Primary Reviewer presents an overview of the modifications and leads the IRB through the completion of the regulatory criteria for approval. The IRB will determine whether the research with the proposed modifications continues to meet the regulatory criteria for approval.

When the IRB reviews modifications to previously approved research, the IRB considers whether information about those modifications might relate to participants’ willingness to

continue to take part in the research and, if so, whether to provide that information to participants.

### **3.12 Closure of Protocols**

The completion or termination of the study, whether premature or not, is a change in activity and must be reported to the IRB. Although subjects will no longer be "at risk" under the study, a final report to the IRB allows it to close its files and provides information that may be used by the IRB in the evaluation and approval of related studies. Investigators should submit an *End of Project Report Form* to the IRB.

### **3.13 Reporting IRB Actions**

All IRB actions are communicated to the PI, or designated primary contact person for the protocol, in writing or by email within ten (10) working days via a template letter prepared by the IRB staff and signed by the IRB Chair.

For an approval, along with written notification of approval, a copy of the approved consent form containing the stamped approval with the dates of the approval and expiration on each sheet will be sent to the investigator by either regular or electronic mail. For a deferral, the notification will include the modifications required for approval along with the basis for requiring those modifications. For a disapproval, termination or suspension, the notification will include the basis for making that decision.

All letters to investigators must be filed in the protocol files maintained by the IRB.

The IRB reports its findings and actions to the institution in the form of its minutes, which are distributed by IRB staff to the CMU Institutional Official and are stored permanently and securely in the IRB Office.

### **3.14 Appeal of IRB Decisions**

When an IRB protocol presented at a convened meeting is disapproved or deferred, the IRB will notify the PI in writing about the specific deficiencies and the modifications that are necessary for appropriate IRB approval. The IRB shall include in its written notification a statement of the reasons for its decision and give the investigator an opportunity to respond in person or in writing.

In cases where there is disagreement between the IRB and the PI regarding the nature and extent of the requested changes and these disagreements cannot be resolved amicably in an informal manner, the PI and/or the IRB may make an appeal to the IO for a resolution of the matter. The IO may organize a meeting to help facilitate discussion between the IRB and the PI. While the IO may provide input and make recommendations to the IRB for expeditious resolution of the matter, final determinations for approval remain under the purview of the IRB.

Since the IO is responsible for policies and procedures followed by the IRB, the IO may review IRB decisions to ensure that the decision-making process is appropriate. If the IO has concerns regarding the process that the IRB has followed in making a decision,

he/she may require the IRB to reconsider the decision. However, the IO cannot overrule an IRB decision.

### **3.15 Off-Site IRB Policies and Procedures**

#### **3.15.1 Independent X, Inc.**

CMU investigators wishing to conduct industry-sponsored biomedical research studies may choose between the IRB services provided locally by CMU's IRB or those provided by our associate, Independent X Inc. (IXI).

Investigator-initiated studies must be reviewed by CMU's IRB and are not eligible for review by IXI.

- a. If an investigator wishes to use IXI's IRB Service, he/she must
  - (i) first confirm with the sponsor that the sponsor will accept direct invoicing from IXI and allow direct payments to IXI.
  - (ii) The investigator completes the IXI-required materials by visiting the IXI website at [www.ixi.com](http://www.ixi.com). Users will be prompted to upload all IXI-required study documents, including the Sponsor's template Informed Consent Form. IXI will convert the Sponsor's Consent Document into the IXI/CMU approved ICF.
  - (iii) After the application package is electronically submitted to IXI, the investigator must satisfy CMU application requirements for IXI studies. The following forms must be completed and submitted to the CMU HRPP Office:
    1. CMU IRB/Institutional Fee Invoice Authorization Form
    2. CMU Organization Hospital Form: This form is necessary to assess impact of the proposed activity on CMUH patients, services and facilities.
- b. CMU responsibilities prior to accepting IXI oversight for a study

When the submission packet is received, the RCO or designee will review the materials and sponsor protocol. The following are reviewed:

- (I) Eligibility to use IXI (industry-sponsored, industry-initiated).
- (ii) Review of Principal Investigator (assessment of prior noncompliance issues).
- (iii) Fee Invoice Authorization Form.
- (iv) Departmental chair/committee scientific merit assessment.
- (v) Involvement of special populations, e.g., minors/minor assent, adults unable to consent form themselves.

Once the above are reviewed by the RCO or designee and determined to be acceptable, IXI will be notified by e-mail to commence review of the submitted protocol. Concurrent with this notification is a request for required confirmation from the PI that institutional processes for financial disclosure/COI management requirements, budget review, and contract negotiation are either in process or completed. Appropriate CMU officials are copied on the e-mail for tracking and

compliance purposes. Additional reminders of local policies concerning special topics (minor assent, incapable adults etc) may also be included in the notification to IXI.

c. CMU responsibilities: After IXI IRB Approval

CMU's HRPP Office retains on-site monitoring responsibility for all studies reviewed by IXI. Reports of site monitoring activities with any finding that potentially impacts human subject protections will be shared between IXI and CMU.

IXI copies the HRPP Office on all documents submitted to the PI of the study in question. When an IXI progress report or termination report confirms enrollment, the RCO coordinates a not-for-cause inspection of study records.

PI's approved through IXI's IRB must still report Unanticipated Problems to the CMU HRPP Office in compliance with CMU policy, *in addition to* IXI reporting requirements.

## **4 Documentation and Records**

CMU shall prepare and maintain adequate documentation of the IRB's activities. All records must be accessible for inspection and copying by authorized representatives of the FDA, OHRP, sponsors, and other authorized entities at reasonable times and in a reasonable manner.

### **4.1 IRB Records**

IRB records include, but are not limited to

- a. Written operating procedures [See Section 1.12].
- b. IRB membership rosters [See Section 4.5].
- c. Training records. The IRB Administrator maintains accurate records listing research investigators, IRB members, and IRB staff who have fulfilled the facility's human subject training requirements. Electronic copies of documentation are maintained in the official IRB records located in the IRB Office.
- d. IRB correspondence (other than protocol related).
- e. IRB Study Files [See Section 4.3 for information included in study files].
- f. Documentation of Emergency Exemption from Prospective IRB Approval [21 CFR 56.104(c)] [See Section 8.6.1].
- g. Documentation of Exceptions from Informed Consent Requirements for Emergency Use of a Test Article (21 CFR 50.23) [See Section 8.6.2].
- h. Documentation of exemptions [See Section 4.9].
- i. Documentation of convened IRB meetings minutes [See Section 4.4 for information included in the minutes].
- j. Documentation of review by another institution's IRB when appropriate.

- k. Documentation of cooperative review agreements, e.g. Memoranda of Understanding (MOUs).
- l. Federal Wide Assurances.
- m. Protocol violations submitted to the IRB.
- n. Quality assurance reviews.

Documentation for off-site IRBs includes

- a. On-line access to all applicable protocol documents.
- b. MOU/Agreements of IRB Services.
- c. Workflow/SOPs.
- d. Notes/documents pertaining to administrative reviews.

## **4.2 IRB Study Files**

The IRB will maintain a separate IRB study file for each research application (protocol) that it receives for review. Protocols will be assigned a unique identification number by the IRB Administrative Staff and entered into the IRB tracking system.

Accurate records are maintained of all communications to and from the IRB. Copies are filed in the PI's project file. The CMU IRB maintains a separate file for each research protocol that includes, but is not limited to,

- a. Protocol and all other documents submitted as part of a new protocol application.
- b. Protocol and all other documents submitted as part of a request for continuing review/termination of research application. This also includes progress reports, statements of significant new findings provided to participants, and reports of injuries to patients.
- c. Documents submitted and reviewed after the study has been approved, including reports of modifications to research/amendments and Adverse Event reports.
- d. Copy of IRB-approved Consent Form.
- e. DHHS-approved sample consent form document and protocol, when they exist.
- f. IRB reviewer forms (when expedited review procedures are used).
- g. Documentation of type of IRB review.
- h. For expedited review, documentation of any determinations required by the regulations and protocol-specific findings supporting those determinations, including waiver or alteration of the consent process, research involving pregnant women, fetuses, and neonates; research involving prisoners; and research involving children.
- i. Documentation of all IRB review actions.
- j. Notification of expiration of IRB approval to the PI, and instructions for submitting relevant continuing review materials.
- k. Notification of suspension of research.

- l. Correspondence pertaining to appeals.
- m. Copies of approval letters and forms that describe what the PI must do before beginning the study.
- n. IRB correspondence to and from research investigators.
- o. All other IRB correspondence related to the research.
- p. For devices, a report of prior investigations.
- q. Reports of unanticipated problems involving risk to subjects or others and adverse events.
- r. Documentation of audits, investigations, reports of external site visits.

### 4.3 The IRB Minutes

Proceedings must be written and available for review by the next regularly scheduled IRB meeting date. Once approved by the members at a subsequent IRB meeting, the minutes must not be altered by anyone, including a higher institutional authority.

A copy of IRB-approved minutes for each IRB meeting will be distributed to the IO.

Minutes of IRB meetings must contain sufficient detail to show

#### a. Attendance

- (i) Names of members present.
- (ii) Names of members or alternate members who are participating through videoconference or teleconference and documentation that those attending through videoconferencing or teleconferencing received all pertinent material prior to the meeting and were able to actively and equally participate in all discussions.
- (iii) Names of alternates attending in lieu of specified (named) absent members. (Alternates may substitute for specific absent members only as designated on the official IRB membership roster.)
- (iv) Names of consultants present.
- (v) Name of investigators present.
- (vi) Names of guests present.

**Note:** The initial attendance list shall include those members present at the beginning of the meeting. The minutes will indicate, by name, those members who enter or leave the meeting. The vote on each action will reflect those members present for the vote on that item. Members who recuse themselves because of conflict of interest are listed by name and the reason documented.

- b. The presence of a quorum throughout the meeting, including the presence of one member whose primary concern is in a non-scientific area.
- c. Business items discussed.

- d. Continuing education.
- e. Actions taken, including separate deliberations, actions, and votes for each protocol undergoing initial review, continuing review, or review of modifications by the convened IRB.
- f. Votes on these actions (total number voting, number voting for, number voting against, number abstaining; number of those excused, number of those recused).
- g. Basis or justification for these actions including required changes in research.
- h. Summary of controverted issues discussed and their resolution.
- i. Approval period for initial and continuing approved protocols, including identification of research that warrants review more often than annually and the basis for that determination.
- j. Risk level of initial and continuing approved protocols.
- k. Review of interim reports, e.g. unanticipated problems or safety reports, amendments, report of violation/deviations, serious or continuing non-compliance, suspensions/terminations, etc.
- l. Review of Data and Safety Monitoring Board (DSMB) summary
- m. Review of Plans for Data and Safety Monitoring
- n. Justification for deletion or substantive modification of information concerning risks or alternative procedures contained in the DHHS-approved sample consent document.
- o. Protocol-specific documentation that the research meets the required criteria [45 CFR 46.116(d)] when approving a consent procedure that does not include or that alters some or all of the required elements of informed consent or when waiving the requirement to obtain an informed consent.
- p. Protocol-specific documentation that the research meets the required criteria [45 CFR 46.117(c)] when the requirements for documentation of consent are waived.
- q. When approving research that involves populations covered by Subparts B, C, or D of 45 CFR 46, the minutes will document the IRB's justifications and findings regarding the determinations stated in the Subparts or the IRB's agreement with the findings and justifications as presented by the investigator on IRB forms.
- r. Special protections warranted for other groups of subjects who are likely to be vulnerable to coercion or undue influence, such as mentally disabled persons or economically or educationally disadvantaged persons, regardless of source of support for the research.
- s. The rationale for significant risk/non-significant risk device determinations.
- t. Determinations of conflict of interest.
- u. Identification of any research for which there is need for verification from sources other than the investigator that no material changes are made in the research.

- v. A list of research approved since the last meeting utilizing expedited review procedures.
- w. An indication that, when an IRB member has a conflicting interest (see Section 2.8) with the research under review, the IRB member was not present during the deliberations or voting on the proposal and that the quorum was maintained.
- x. Key information provided by consultants will be documented in the minutes or in a report provided by the consultant.

#### **4.4 IRB Membership Roster**

A membership list of IRB members must be maintained; it must identify members sufficiently to describe each member's chief anticipated contributions to IRB deliberations. The list must contain the following information about members:

- a. Name.
- b. Earned degrees.
- c. Affiliated or non-affiliated status (neither the member nor an immediate family member of the member may be affiliated with CMU).
- d. Status as scientist (physician-scientist, other scientist, non-scientist, or social behavioral scientist). For purposes of this roster, IRB members with research experience are designated as scientists (including the student member). Research experience includes training in research (e.g., doctoral degrees with a research-based thesis) and previous or current conduct of research. Students being trained in research fields will be designated as scientists. e. Indications of experience, such as board certifications or licenses sufficient to describe each member's chief anticipated contributions to IRB deliberations.
- e. Representative capacities of each IRB member; which IRB member is a prisoner representative (as required by Subpart C), and which IRB members are knowledgeable about or experienced in working with children, pregnant women, cognitively impaired individuals, and other vulnerable populations locally involved in research.
- f. Role on the IRB (Chair, Co-Chair, etc.).
- g. Voting status. (Any *ex officio* members are non-voting members.)
- h. For alternate members, the primary member or class of members for whom the member could substitute.

The HRPP office must keep IRB membership list current. The RCO must promptly report changes in IRB membership to the Office for Human Research Protections, Departments of Health and Human Services.

#### **4.5 Documentation of Exemptions**

Documentation of verified exemptions consists of the reviewer's citation of a specific exemption category and written concurrence that the activity described in the

investigator's request satisfies the conditions of the cited exemption category as detailed in Section 3.6. The exempt determination is reported at the next convened IRB meeting and documented in the minutes.

#### **4.6 Documentation of Expedited Reviews**

IRB records for initial and continuing review by the expedited procedure must include the specific permissible category; that the activity described by the investigator satisfies all of the criteria for approval under expedited review as described in Section 3.8; the approval period and any determinations required by the regulations including protocol-specific findings supporting those determinations.

#### **4.7 Access to IRB Records**

The IRB has policies and procedures to protect the confidentiality of research information:

- a. All IRB records are kept secure in locked filing cabinets or locked storage rooms. Doors to the IRB Offices are closed and locked when the rooms are unattended.
- b. Ordinarily, access to all IRB records is limited to the RCO, IRB Chair, IRB members, IRB staff, authorized institutional officials, and officials of federal and state regulatory agencies (e.g., OHRP, FDA). Research investigators are provided reasonable access to files related to their research. Appropriate accreditation bodies are provided access and may recommend additional procedures for maintaining security of IRB records. All other access to IRB records is limited to those who have legitimate need for them, as determined by the IO and RCO.
- c. Records are accessible for inspection and copying by authorized representatives of regulatory agencies during regular business hours.
- d. Records may not be removed from the IRB Office; however, the IRB staff will provide copies of records for authorized personnel if requested.
- e. All other access to IRB study files is prohibited.

#### **4.8 Record Retention**

IRB records (as described in Section 4.2) must be retained by the facility for at least three (3) years after completion of the research.

**Please refer to the record retention policy as posted on the CMU Internal Audit website.**

IRB Records pertaining to research that has been conducted must be retained for at least three (3) years after completion of the research. IRB records not associated with conducted research or for protocols cancelled without participant enrollment will also be retained at the facility for at least three (3) years after closure.

After that time, those records will be shredded or otherwise destroyed.

## 5 Obtaining Informed Consent from Research Subjects

No investigator conducting research under the auspices of CMU may involve a human being as a subject in research without obtaining the legally-effective informed consent of the subject or the subject's legally authorized representative unless a waiver of consent has been approved by the IRB in accordance with Section 5.8 of these procedures. Except as provided in Section 5.9 of these procedures, informed consent must be documented by the use of a written consent form approved by the IRB [See Section 5.6].

The IRB will evaluate both the consent process and the procedures for documenting informed consent to ensure that adequate informed consent is obtained from participants.

The following procedures describe the requirements for obtaining consent from participants in research conducted under the auspices of CMU.

### 5.1 Definitions

**Legally Authorized Representative** – A legally authorized representative is an individual or body authorized under applicable law to provide permission on behalf of a prospective subject to the subject's participation in the procedure(s) involved in the research. For the purposes of this policy, a legally authorized representative includes, but is not limited to, not only a person appointed as a health care agent under a Durable Power of Attorney for Health Care (DPAHC) or a court appointed guardian of the person but also next-of-kin in the following order of priority unless otherwise specified by applicable state law: spouse, adult child (18 years of age or older), parent, adult sibling (18 years of age or older), grandparent, or adult grandchild (18 years of age or older).

**Legal guardian** – A person appointed by a court of appropriate jurisdiction.

### 5.2 Basic Requirements

The requirement to obtain the legally-effective informed consent of individuals before involving them in research is one of the central protections provided for by the federal regulations and the CMU HRPP. Investigators are required to obtain legally-effective informed consent from a subject or the subject's legally authorized representative. When informed consent is required, it must be sought prospectively and properly documented.

The informed consent process involves three key features: (a) disclosing to the prospective human subject information needed to make an informed decision; (b) facilitating the understanding of what has been disclosed; and (c) promoting the voluntariness of the decision about whether to participate in the Research.

Informed consent is more than just a signature on a form. It is a process of information exchange to include reading and signing the informed consent document. The informed consent process is the critical communication link between the prospective human subject and an investigator, beginning with the initial approach of an investigator and continuing through the completion of the research study. Investigators must have

received the appropriate training and be knowledgeable about the study protocol so they can answer questions to help provide understanding to the study participant or potential study participant. The exchange of information between the investigator and study participant can occur via one or more of the following modes of communication, among others: face-to-face contact, mail, telephone, or fax; however, the preferred method of obtaining informed consent is face-to-face between the investigator and the potential study participant.

Investigators must obtain consent prior to entering a subject into a study and/or conducting any procedures required by the protocol, unless consent is waived by the IRB.

If someone other than the investigator conducts the interview and obtains consent from a participant, the investigator needs to formally delegate this responsibility, and the person so delegated must have received appropriate training to perform this activity. The person so delegated must be knowledgeable about the research to be conducted and the consenting process and must be able to answer questions about the study.

Sample or draft consent documents may be developed by a sponsor or cooperative study group. However, the IRB-of-record is the final authority on the content of the consent documents that is presented to the prospective study participants.

*These informed consent requirements are not intended to preempt any applicable federal, state, or local laws that require additional information to be disclosed for informed consent to be legally effective.*

### **5.3 Informed Consent Process**

Informed consent must be obtained under the following circumstances:

- a. Informed consent may only be obtained from subjects who have the legal and mental capacity to give consent. For subjects without that capacity, consent must be obtained from a legal guardian or a legally authorized representative.
- b. The informed consent process will be sought under circumstances that provide the subject (or legally authorized representative) with sufficient opportunity to consider whether to participate.
- c. The informed consent process shall be sought under circumstances that minimize the possibility of coercion or undue influence.
- d. The informed consent information must be presented in language that is understandable to the subject (or legally authorized representative). To the extent possible, the language should be understandable by a person who is educated to 8<sup>th</sup> grade level and lay terms should be used in the description of the research.
- e. For subjects whose native language is not English, informed consent must be obtained in a language that is understandable to the subject (or the subject's legally authorized representative). In accordance with this policy, the IRB requires that informed consent conferences include a reliable translator when the prospective subject does not understand the language of the person who is obtaining consent.

- f. The informed consent process may not include any exculpatory language through which the subject is made to waive or appear to waive any of the subject's legal rights or through which the investigator, the sponsor, CMU or its employees or agents are released from liability for negligence or appear to be so released.
- g. The PI is responsible for insuring that each prospective subject is adequately informed about all aspects of the research and understands the information provided.

#### 5.4 Basic Elements of Informed Consent

To be valid, the consent process must provide the following basic elements of information to potential subjects:

- a. A statement that the **study involves research**, an explanation of the **purposes** of the research and the expected duration of the subject's participation, a description of the **procedures** to be followed, and identification of any procedures that are experimental, a description of any reasonably foreseeable **risks** or discomforts to the subject,
- b. A description of any **benefits** to the subject or to others that may reasonably be expected from the research.
- c. A disclosure of appropriate **alternative procedures** or courses of treatment, if any, that might be advantageous to the subject.
- d. A statement describing the extent, if any, to which **confidentiality** of records identifying the subject must be maintained.
- e. For research involving more than minimal risk, an explanation as to the availability of medical treatment in the case of **research-related injury**, including who will pay for the treatment and whether other financial compensation is available.
- f. An **explanation of whom to contact** on the research team for answers to pertinent questions about the research or to voice concerns or complaints about the research, and whom to contact in the event of a research-related injury to the subject.
- g. **Contact information for the IRB** to obtain answers to questions about the research, to voice concerns or complaints about the research, to obtain answers to questions about their rights as a research participant, in the event the research staff could not be reached, and in the event the subject wishes to talk to someone other than the research staff.
- h. A statement that participation is **voluntary**, refusal to participate will involve no penalty or loss of benefits to which the subject is otherwise entitled, and the subject may discontinue participation at any time without penalty or loss of benefits to which the subject is otherwise entitled.
- i. For **FDA-regulated studies**, the possibility that the Food and Drug Administration may inspect the records needs to be included in the statement regarding subject confidentiality.

**Additional elements of informed consent to be applied, as appropriate:**

- a. A statement that the particular treatment or procedure may involve risks to the subject, which are currently unforeseeable. (For example, include when the research involves investigational test articles or other procedures in which the risks to subjects is not well known.)
- b. A statement that if the subject is or becomes pregnant, the particular treatment or procedure may involve risks to the embryo or fetus, which are currently unforeseeable. (For example, include when the research involves pregnant women or women of childbearing potential and the risk to fetuses of the drugs, devices, or other procedures involved in the research is not well known.)
- c. Anticipated circumstances under which the subject's participation may be terminated by the investigator without regard to the subject's consent. (For example, include when there are anticipated circumstances under which the investigator may terminate participation of a subject.)
- d. Any additional costs to the subject that may result from participation in the research. (For example, include when it is anticipated that subjects may have additional costs.)
- e. The consequences of a subject's decision to withdraw from the research. (For example, include when withdrawal from the research is associated with adverse consequences.)
- f. Procedures for orderly termination of participation by the subject. (For example, include when the protocol describes such procedures.)
- g. A statement that significant new findings developed during the course of the research which may relate to the subject's willingness to continue participation will be provided to the subject. (For example, include when the research is long term and interim information is likely to be developed during the conduct of the research.)
- h. The approximate number of subjects involved in the study. (For example, include when the research involves more than minimal risk.)

**5.5 Documentation of Informed Consent**

Except as provided in Section 5.9 of this document, informed consent must be documented by the use of a written consent form approved by the IRB.

- a. Informed consent is documented by the use of a written consent form approved by the IRB and signed and dated by the subject or the subject's legally authorized representative at the time of consent.
- b. A copy of the signed and dated consent form must be given to the person signing the form.
- c. The consent form may be either of the following:
  - (i) A written consent document that embodies the basic and required additional elements of informed consent. The consent form may be read to the subject or

the subject's legally authorized representative, but the subject or representative must be given adequate opportunity to read it before it is signed; or

- (ii) A short form written consent document stating that the elements of informed consent have been presented orally to the subject or the subject's legally authorized representative. When this method is used, all of the following apply:
  1. The oral presentation and the short form written document should be in a language understandable to the subject.
  2. There must be a witness to the oral presentation.
  3. The IRB must approve a written summary of what is to be said to the subject.
  4. The short form document is signed by the subject.
  5. The witness must sign both the short form and a copy of the summary.
  6. The person actually obtaining consent must sign a copy of the summary.
  7. A copy of the summary must be given to the subject or representative in addition to a copy of the short form.

When this procedure is used with subjects who do not speak English, (A) the oral presentation and the short form written document should be in a language understandable to the subject, (B) the IRB-approved English language informed consent document may serve as the summary, and (C) the witness should be fluent in both English and the language of the subject. When the person obtaining consent is assisted by a translator, the translator may serve as the witness.

The IRB must receive all foreign language versions of the short form document as a condition of approval. Expedited review of these versions is acceptable if the protocol, the full English language informed consent document, and the English version of the short form document have already been approved by the convened IRB.

## **5.6 Special Consent Circumstances**

### **5.6.1 Non-English Speaking Subjects**

- a. **Expected enrollment of non-English speaking subjects:** In some protocols, the PI expects non-English speaking subjects to enroll because, for example, the protocol is studying a disease or condition that is likely to attract them or the PI is actively recruiting them. When the study subject population includes non-English speaking people or the PI and/or the IRB anticipates that consent discussions will be conducted in a language other than English, the IRB shall require a translated consent document to be prepared. In order to assure itself that the translation is accurate, the IRB may choose to require a certified translation, to have an independent back translation or to have a review of the consent document by an IRB member or other person who is fluent in that language. When non-English speaking

subjects enroll, they and the witness sign the translated document. The subjects are given a copy of the signed translated consent document.

- b. **Unexpected enrollment of a non-English speaking subject:** If a non-English speaking subject is unexpectedly eligible for protocol enrollment, there may not be an extant IRB-approved written translation of the consent document. Investigators should carefully consider the ethical and legal ramifications of enrolling subjects when a language barrier exists. If the subject does not clearly understand the information presented at the signing of the consent document or in subsequent discussions, his/her consent may not be informed, and therefore, not effective.

If a PI decides to enroll a subject into a protocol for which there is not an extant IRB-approved informed consent document in the prospective subject's language, the PI must receive IRB approval to follow the procedures for a "short form" written consent in as described in Section 12.6 (3b).

- c. **Use of interpreters in the consent process:** Unless the person obtaining consent is fluent in the prospective subject's language, an interpreter will be necessary to deliver information in the IRB-approved script and to facilitate the consent conversation. Preferably someone who is independent of the subject (i.e., not a family member) should assist in presenting information and obtaining consent. Whenever possible, interpreters should be provided copies of the short form and the IRB-approved consent script well before (24 to 48 hours if possible) the consent conversation with the subject. If the interpreter also serves as the witness, she/he may sign the short form consent document and script as the witness and should note "Interpreter" under the signature line. The person obtaining consent must document that the "short form" process was used in the progress notes of the subject's medical record, including the name of the interpreter.

## 5.6.2 Braille Consent

For blind subjects who read Braille, the IRB may approve a consent document prepared in Braille. In order to assure itself that a Braille consent document is accurate, the IRB may require a transcription into print text or review of the document by an IRB member or other person who reads Braille. If possible, the subject will sign the Braille consent; otherwise, verbal consent will be obtained, witnessed, and documented as described below.

## 5.6.3 Oral Consent

When subjects are unable to read a written consent form (such as blind or illiterate subjects), the IRB may approve an oral consent process, provided the subject (a) retains the ability to understand the concepts of the study and evaluate the risk and benefits of being in the study when it is explained verbally and (b) is able to indicate approval or disapproval to study entry.

For research that is no more than minimal risk, documentation of consent may be waived according to the criteria in Section 5.10.

For more than minimal risk research, the consent form must be read to the subjects and the subjects must be given an opportunity to ask questions. An audiotape approved by the IRB may be used. If capable of doing so, the subject signs, or marks an X to signify consent. If that is not possible, the subject will provide verbal consent. The person obtaining consent and a witness will sign the written study consent form with a statement that documents that an oral process was used and, if necessary, that the subject gave verbal consent. The consent process will also be documented in the medical record or in accord with the CMU's policy. Signed copies of the consent form are given to the subject and, whenever possible, these documents should be provided to the subject on audio or video tape.

## **5.7 Consent Monitoring**

In reviewing the adequacy of informed consent procedures for proposed research, the IRB may on occasion determine that special monitoring of the consent process by an impartial observer (a consent monitor) is required in order to reduce the possibility of coercion and undue influence, ensure that the approved consent process is being followed, or ensure that subjects are truly giving informed consent.

Such monitoring may be particularly warranted for

- a. High risk studies.
- b. Studies that involve particularly complicated procedures or interventions.
- c. Studies involving highly vulnerable populations (e.g., ICU patients, children).
- d. Studies involving study staff with minimal experience in administering consent to potential study participants.
- e. Other situations when the IRB has concerns that the consent process is not being conducted appropriately.

Monitoring may also be appropriate as a corrective action where the IRB has identified problems associated with a particular investigator or a research project.

If the IRB determines that consent monitoring is required, the IRB Chair and the RCO will develop a monitoring plan and submit it to the IRB for approval. The consent monitoring may be conducted by IRB staff, IRB members or another party, either affiliated or not with the institution. The PI will be notified of the IRB's determination and the reasons for the determination. Arrangements will be made with the PI for the monitoring of the consent process for a specified number of subjects. When observing the consent process, the monitor will determine whether

- f. the informed consent process was appropriately completed and documented,
- g. the participant had sufficient time to consider study participation,
- h. the consent process involved coercion or undue influence,
- i. the information was accurate and conveyed in understandable language, and
- j. the subject appeared to understand the information and gave their voluntary consent.

Following the monitoring, a report of the findings will be submitted to the IRB, which will determine the appropriate action to be taken.

## **5.8 Subject Withdrawal or Termination**

For a variety of reasons, a subject enrolled in a research study may decide to withdraw from the research, or an investigator may decide to terminate a subject's participation in research regardless of whether the subject wishes to continue participating. In these circumstances, questions sometimes arise about: (a) whether the investigator may use, study, or analyze already collected data about the subject who withdraws from the research or whose participation is terminated by the investigator; and (b) whether the investigator can continue to obtain data about the subject and if so, under what circumstances. The following addresses these and related questions. Investigators must plan for the possibility that subjects will withdraw from research and include a discussion of what withdrawal will mean and how it will be handled in their research protocols and informed consent documents.

Regulatory requirements regarding the retention and use of data after subject withdrawal or termination differ between research that is subject to FDA regulations and research that is not subject to FDA regulations. Under applicable FDA law and regulations, data collected on human subjects enrolled in an FDA-regulated clinical trial up to the time of subject withdrawal must remain in the trial database in order for the study to be scientifically valid. For research not subject to FDA regulations, investigators, in consultation with the funding agency, can choose to honor a research subject's request that the investigator destroy the subject's data or that the investigator exclude the subject's data from any analysis.

When seeking informed consent from subjects, the following information regarding data retention and use must be included:

- a. For FDA-regulated clinical trials, when a subject withdraws from a study, the data collected on the subject to the point of withdrawal remain part of the study database and may not be removed. The consent document cannot give the subject the option of having data removed.
- b. For research not subject to FDA regulations, the investigator should inform subjects whether the investigator intends to either (i) retain and analyze already collected data relating to the subject up to the time of subject withdrawal, or (ii) honor a research subject's request that the investigator destroy the subject's data or that the investigator exclude the subject's data from any analysis.

Sometimes a subject wants to withdraw from the primary interventional component of a study but is willing to allow the investigator to continue other research activities described in the IRB-approved protocol and informed consent document that involve participation of the subject, such as (a) obtaining data about the subject through interaction with the subject (e.g., through follow-up interviews, physical exams, blood tests, or radiographic imaging); or (b) obtaining identifiable private information from the subject's medical, educational, or social services agency records or from the subject's healthcare providers, teachers, or social worker. When a subject's withdrawal request is limited to discontinuation of the primary interventional component of a research study,

research activities involving other types of participation for which the subject previously gave consent may continue. The investigator should ask a subject who is withdrawing whether the subject wishes to provide continued follow-up and further data collection subsequent to their withdrawal from the interventional portion of the study. Under this circumstance, the discussion with the subject would distinguish between study-related interventions and continued follow-up of associated clinical outcome information, such as medical course or laboratory results obtained through noninvasive chart review, and address the maintenance of privacy and confidentiality of the subject's information.

If a subject withdraws from the interventional portion of the study but agrees to continued follow-up of associated clinical outcome information as described in the previous paragraph, the investigator must obtain the subject's informed consent for this limited participation in the study (assuming such a situation was not described in the original informed consent form). IRB approval of informed consent documents would be required.

If a subject (a) withdraws from the interventional portion of a study, (b) does not consent to continued follow-up of associated clinical outcome information, and (c) does not request removal of their data, the investigator must not access for purposes related to the study the subject's medical record or other confidential records requiring the subject's consent. However, an investigator may review study data related to the subject collected prior to the subject's withdrawal from the study, and may consult public records, such as those establishing survival status.

## **5.9 Waiver of Informed Consent**

An IRB may approve a consent procedure that does not include, or that alters, some or all of the elements of informed consent set forth above; or it may waive the requirements to obtain informed consent, provided the IRB finds and documents that

- a. the research involves no more than minimal tangible or intangible risk to the subjects;
- b. the waiver or alteration will not adversely affect the rights and welfare of the subjects;
- c. the research could not practicably be carried out without the waiver or alteration; and
- d. whenever appropriate, the subjects must be provided with additional pertinent information after participation.

In addition, an IRB may approve a consent procedure that does not include, or that alters, some or all of the elements of informed consent; or it may waive the requirements to obtain informed consent, provided the IRB finds and documents that

- a. The research or demonstration project is to be conducted by or subject to the approval of state or local government officials and is designed to study, evaluate, or otherwise examine
  - (i) public benefit or service programs,
  - (ii) procedures for obtaining benefits or services under those programs,

- (iii) possible changes in or alternatives to those programs or procedures, or
- (iv) possible changes in methods or levels of payment for benefits or services under those programs.

b. The research could not practicably be carried out without the waiver or alteration.

FDA regulations do not provide for waivers of informed consent except in emergency situations [See Section 10.6.2].

### **5.10 Waiver of Documentation of Informed Consent**

The IRB may waive the requirement for the investigator to obtain a signed consent form for some or all subjects if it finds either of the following:

a. The only record linking the subject and the research would be the consent document and the principle risk would be potential harm resulting from a breach of confidentiality.

**Note 1:** Subjects must be asked whether they want documentation linking them with the research, and their wishes must govern. (For example, domestic violence research where the primary risk is discovery by the abuser that the subject is talking to researchers.)

**Note 2:** In order to waive written documentation of consent where the only record linking the participant and the research would be the consent document, the IRB has to determine that the research was not FDA-regulated.

b. The research presents no more than minimal risk of harm to subjects and involves no procedures for which written consent is normally required outside of the research context. Procedures such as non-sensitive surveys, questionnaires, and interviews generally do not require written consent when conducted by non-researchers (e.g., marketing surveys, telemarketing).

In cases in which the documentation requirement is waived, the IRB requires the investigator to provide in the application materials a written summary of the information to be communicated to the subject, and the IRB will consider whether to require the investigator to provide subjects with a written statement regarding the research.

### **5.11 Waiver of Informed Consent for Planned Emergency Research**

The conduct of planned research in life-threatening emergencies where the requirement to obtain prospective informed consent has been waived by the IRB is covered by 21 CFR 50.24 for FDA-regulated research and by the waiver articulated by HHS at 61 FR 51531-33 for non-FDA-regulated research.

The FDA exception from informed consent requirements for emergency research under FDA regulations 21 CFR 50.24 permits planned research in an emergency setting when human subjects who are in need of emergency medical intervention cannot provide legally effective informed consent and their legally authorized representatives are unable to give informed consent as well.

The Secretary of Health and Human Services has implemented an Emergency Research Consent Waiver under 45 CFR 46.101(i) with provisions identical to those of

the FDA with the exception of the IND/IDE requirement and the definition of family member includes spouses of brother/sisters. The waiver is not applicable to research involving prisoners, see 45 CFR 46.101(i) and 46.306(b).

### 5.11.1 Definition

**Planned Emergency Research** is research that involves participants who, are in a life-threatening situation that makes intervention necessary, but because of their condition (e.g., unconsciousness) they are unable to give informed consent, and to be effective, the research intervention needs to be administered before obtaining informed consent from the subject's legally authorized representative is reasonably possible.

### 5.11.2 Procedures

The IRB may approve the planned emergency research without requiring informed consent of all research subjects prior to initiating the research intervention if the IRB finds and documents that the following conditions have been met:

- a. The human subjects are in a life-threatening situation, available treatments are unproven or unsatisfactory, and the collection of valid scientific evidence, which may include evidence obtained through randomized placebo-controlled investigations, is necessary to determine the safety and effectiveness of particular interventions.
- b. Obtaining informed consent is not feasible because
  - (i) the subjects will not be able to give their informed consent as a result of their medical condition,
  - (ii) the intervention under investigation must be administered before consent from the subjects' legally authorized representatives is feasible, and
  - (iii) there is no reasonable way to identify prospectively the individuals likely to become eligible for participation in the clinical investigation.
- c. Participation in the research holds out the prospect of direct benefit to the subjects because
  - (i) subjects are facing a life-threatening situation that necessitates intervention;
  - (ii) appropriate animal and other preclinical studies have been conducted, and the information derived from those studies and related evidence support the potential for the intervention to provide a direct benefit to the individual subjects; and
  - (iii) risks associated with the investigation are reasonable in relation to what is known about the medical condition of the potential class of subjects, the risks and benefits of standard therapy, if any, and what is known about the risks and benefits of the proposed intervention or activity.
- d. The clinical investigation could not practicably be carried out without the waiver.
- e. The proposed investigational plan defines the length of the potential therapeutic window based on scientific evidence, and the investigator has committed to

attempting to contact a legally authorized representative for each subject within that window of time and, if feasible, to ask the legally authorized representative for consent within that window rather than proceeding without consent. The investigator will summarize efforts made to contact legally authorized representatives and make this information available to the IRB at the time of continuing review.

- f. The IRB has reviewed and approved informed consent procedures and an informed consent document consistent with Sections 46.116 and 46.117 of 45 CFR 46 and Sections 20, 25 and 27 of 21 CFR 50. These procedures and the informed consent document are to be used with subjects or their legally authorized representatives in situations where use of such procedures and documents is feasible. The IRB has reviewed and approved procedures and information to be used when providing an opportunity for a family member to object to a subject's participation in the clinical investigation consistent with paragraph (g)(v) of this section.
- g. Additional protections of the rights and welfare of the subjects will be provided, including, at least
  - (i) consultation (including, where appropriate, consultation carried out by the IRB) with representatives of the communities in which the clinical investigation will be conducted and from which the subjects will be drawn;
  - (ii) prior to initiation of the clinical investigation, public disclosure to the communities in which the clinical investigation will be conducted and from which the subjects will be drawn of plans for the investigation and its risks and expected benefits;
  - (iii) public disclosure of sufficient information following completion of the clinical investigation to apprise the community and researchers of the study and its results, including the demographic characteristics of the research population;
  - (iv) establishment of an independent data monitoring committee to exercise oversight of the clinical investigation; and
  - (v) if obtaining informed consent is not feasible and a legally authorized representative is not reasonably available, the investigator has committed, if feasible, to attempting to contact within the therapeutic window the subject's family member who is not a legally authorized representative and asking whether he/she objects to the subject's participation in the clinical investigation. The investigator will summarize efforts made to contact family members and make this information available to the IRB at the time of continuing review.

The IRB is responsible for ensuring that procedures are in place to inform each subject at the earliest feasible opportunity, or if the subject remains incapacitated, a legally authorized representative of the subject, or if such a representative is not reasonably available, a family member, of the subject's inclusion in the clinical investigation, the details of the investigation, and other information contained in the informed consent document. The IRB shall also ensure that there is a procedure to inform the subject, or if the subject remains incapacitated, a legally authorized representative of the subject, or if such a representative is not reasonably available, a family member, that he/she

may discontinue the subject's participation at any time without penalty or loss of benefits to which the subject is otherwise entitled.

If a legally authorized representative or family member is told about the clinical investigation and the subject's condition improves, the subject is also to be informed as soon as feasible. If a subject is entered into a clinical investigation with waived consent and the subject dies before a legally authorized representative or family member can be contacted, information about the clinical investigation is to be provided to the subject's legally authorized representative or family member, if feasible.

#### **5.11.2.1 FDA-Regulated Research**

- a. Studies involving an exception to the informed consent requirement under this section must be performed under a separate investigational new drug application (IND) or investigational device exemption (IDE) that clearly identifies such studies as protocols that may include subjects who are unable to consent. The submission of those studies in a separate IND/IDE is required even if an IND for the same drug product or an IDE for the same device already exists. Applications for investigations under this section may not be submitted as amendments under 312.30 or 812.35 of this chapter.
- b. If an IRB determines that it cannot approve a clinical investigation because the investigation does not meet the criteria in the exception provided under paragraph (a) of this section or because of other relevant ethical concerns, the IRB must document its findings and provide these findings promptly in writing to the clinical investigator and to the sponsor of the clinical investigation. The sponsor of the clinical investigation must promptly disclose this information to FDA and to the sponsor's clinical investigators who are participating or are asked to participate in this or a substantially equivalent clinical investigation of the sponsor and to other IRB's that have been or are asked to review this or a substantially equivalent investigation by that sponsor.
- c. The IRB determinations and documentation required in Section 12.11.2 and paragraph (b) above are to be retained by the IRB for at least three (3) years after completion of the clinical investigation, and the records shall be accessible for inspection and copying by FDA in accordance with 56.115(b) of this chapter.

#### **5.11.2.2 Research Not Subject to FDA Regulations**

- a. The IRB responsible for the review, approval, and continuing review of the research has approved both the research and a waiver of informed consent and has (i) found and documented that the research *is not subject to* regulations codified by the FDA at 21 CFR Part 50 and (ii) found, documented, and reported to the OHRP that the conditions required in Section 12.11.2 have been met relative to the research.
- b. For the purposes of this waiver, "family member" means any one of the following legally competent persons: spouses; parents; children (including adopted children); brothers, sisters, and spouses of brothers and sisters; and any individual related by

blood or affinity whose close association with the subject is the equivalent of a family relationship.

### **5.11.3 Community Consultation**

Community Consultation assures that the concerns of the community in which emergency research will take place are addressed during the research review process. The plan for community consultation must be approved by the IRB Chair or designee and the Institute Official. The PI is responsible for obtaining community consultation, incorporating community concerns into the written protocol, and providing information on community concerns to the IRB for their review. Community consultation may include of any of the following activities:

- a. Surveys or questionnaires
- b. focus groups
- c. community meetings

If community meetings are held, the meetings must include the PI, a representative from the institution, and, where required by the IRB, a member of the IRB.

Populations surveyed for the Community Consultation should include those in the community from which the subjects will be drawn, especially those affected by the disease or condition under study.

Information provided for community consideration includes the investigational plan, its risks, and its expected benefits to the individual and to the community.

## **6 Vulnerable Subjects in Research**

When some or all of the participants in a research conducted under the auspices of CMU are likely to be vulnerable to coercion or undue influence or have diminished decision-making capacity, the research must include additional safeguards to protect the rights and welfare of these participants. The IRB must ensure that all of the regulatory requirements for the protection of vulnerable subjects are met and that appropriate additional protections for vulnerable subjects are in place.

The following procedures describe the requirements for involving vulnerable participants in research under the auspices of CMU.

### **6.1 Definitions**

**Children** – persons who have not attained the legal age for consent to treatments or procedures involved in the research, under the applicable law of the jurisdiction in which the research will be conducted. According to Michigan state law, minors are persons under the age of 18. The general rule is that a person may consent for his/ her own medical care at the age of 18. Therefore, the CMU IRB generally defines children as persons under 18 years of age. Certain statutes and case law, however, provide minors

with "majority" status in some circumstances, giving them the right to consent to their own medical care. For example, for emancipated minors, Michigan law enumerates certain categories of individuals who, although under the age of 18, have the right to make medical decisions on their own behalf, such as minors who are married, widowed, or divorced; minors who are parents; etc.); for mature minors, Michigan law recognizes that some minors may be sufficiently "mature" to give consent to medical treatment, even though they do not qualify as "emancipated"; or certain minors seeking care for drug addiction, sexually transmitted diseases, emotional disorders, or abortion or mental health treatment. Because Michigan law does not specifically address consent of children with majority status to research, the CMU IRB will review issues of consent related to enrollment of these children in research on a case-by-case basis.

**Note:** For research conducted in jurisdictions other than Michigan, the research must comply with the laws regarding the legal age of consent in all relevant jurisdictions. The CMU General Counsel's Office will provide assistance with regard to the laws in other jurisdictions.

**Guardian** – An individual who is authorized under applicable state or local law to consent on behalf of a child to general medical care. In Michigan, a "guardian" of a minor means someone with the duty and authority to act in the best interests of the minor, subject to residual parental rights and responsibilities, to make important decisions in matters having a permanent effect on the life and development of the minor and to be concerned with his/her general welfare [See MCL 330.1100(b)(6)].

**Note:** For research conducted in jurisdictions other than Michigan, the research must comply with the laws regarding guardianship in all relevant jurisdictions. The CMU General Counsel's Office will provide assistance with regard to the laws in other jurisdictions.

**Fetus** – The product of conception from implantation until delivery.

**Dead fetus** – A fetus that exhibits neither heartbeat, spontaneous respiratory activity, spontaneous movement of voluntary muscles, nor pulsation of the umbilical cord.

**Delivery** – Complete separation of the fetus from the woman by expulsion, extraction, or any other means.

**Neonate** – A newborn.

**Viable** – As it pertains to the neonate, it means being able, after delivery, to survive (given the benefit of available medical therapy) to the point of independently maintaining heartbeat and respiration.

**Nonviable neonate** – A neonate after delivery that, although living, is not viable.

**Pregnancy** – The period of time from implantation until delivery. A woman shall be assumed to be pregnant if she exhibits any of the pertinent presumptive signs of pregnancy, such as missed menses, until the results of a pregnancy test are negative or until delivery.

**Prisoner** – Any individual involuntarily confined or detained in a penal institution. The term is intended to encompass individuals sentenced to such an institution under a criminal or civil statute; individuals detained in other facilities by virtue of statutes or

commitment procedures that provide alternatives to criminal prosecution or incarceration in a penal institution; and individuals detained pending arraignment, trial, or sentencing.

**Surrogate Consent** – Consent obtained from a legally authorized representative on behalf of a participant determined to lack decision-making capacity.

## **6.2 Involvement of Vulnerable Populations**

When some or all of the participants in a protocol are likely to be vulnerable to coercion or undue influence, the IRB should include additional safeguards to protect the rights and welfare of these participants. Some of the vulnerable populations that might be involved in research include children, pregnant women, fetuses, neonates, prisoners, or adults who lack the ability to consent, students, employees, or homeless persons.

If the IRB reviews research that involves categories of participants vulnerable to coercion or undue influence, the review process will include one or more individuals who are knowledgeable about or experienced in working with these participants. For example, the IRB will include one or more individuals who are knowledgeable about or experienced in working with children, prisoners, or adults with limited decision-making capacity when reviewing research that involves individuals from these populations. 45 CFR 46 has additional subparts designed to provide extra protections for vulnerable populations that also have additional requirements for IRBs.

Subpart B – Additional Protections for Pregnant Women, Human Fetuses and Neonates Involved in Research

Subpart C – Additional Protections Pertaining to Biomedical and Behavioral Research Involving Prisoners as Subjects

Subpart D – Additional Protections for Children Involved as Subjects in Research

DHHS-funded research that involves any of these populations must comply with the requirements of the relevant subparts. Research funded by other federal agencies may or may not be covered by the subparts.

Under CMU's FWA, the subparts only apply to DHHS-funded research and research funded by another federal agency that requires compliance with the subparts (FDA regulations include Subpart D, which applies to all FDA-regulated research). The following policies and procedures, which are based on the subparts, apply to all research regardless of funding. The individual sections describe how the subparts apply to DHHS-funded research.

## **6.3 Responsibilities**

- a. The PI is responsible for identifying the potential for enrolling vulnerable subjects in the research proposal. The PI is responsible for identifying patients who are at risk for impaired decisional capacity as a consequence of psychiatric illness and who are being asked to participate in a research study with greater than minimal risk.

- b. The IRB shall include representation, either as members or ad hoc consultants, individual(s) interested in or who have experience with the vulnerable populations involved in a research proposal.
- c. The IRB reviews the PI's justifications for including vulnerable populations in the research to assess appropriateness of the research proposal.
- d. The IRB must ensure that additional safeguards have been included in each study to protect the rights and welfare of vulnerable subjects as needed at the time of initial review of the research proposal.
- e. Information reviewed as part of the continuing review process should include the number of participants considered as members of specific vulnerable populations.
- f. For studies that do not have or are not required to have a Data and Safety Monitoring Board (DSMB) or a Data Monitoring Committee and have entered vulnerable subjects, the IRB needs to carefully review the safety monitoring plan.
- g. The IRB should be knowledgeable about and experienced in working with populations who are vulnerable to coercion and undue influence. If the IRB requires additional qualification or expertise to review a protocol, it should obtain consultation.

#### **6.4 Procedures**

##### **Initial Review of Research Proposal:**

- a. The PI should identify the potential to enroll vulnerable subjects in the proposed research at initial review and provide the justification for their inclusion in the study.
- b. The IRB evaluates the proposed plan for consent of the specific vulnerable populations involved. If the research involves adults unable to consent, the IRB evaluates the proposed plan for permission of legally authorized representatives.
- c. The IRB evaluates and approves the proposed plan for the assent of participants.
- d. The IRB evaluates the research to determine the need for additional protections and consider the use of a Data and Safety Monitoring Board (DSMB) or Data Monitoring Committee as appropriate.
- e. The PI should provide appropriate safeguards to protect the subjects' rights and welfare, which may include the addition of an independent monitor. The independent monitor is a qualified individual not involved in the research study who will determine the subject's capacity to provide voluntary informed consent.
- f. Examples of studies that warrant independent monitoring include those involving schizophrenic patients who will be exposed to placebo, and/or drug washout, and/or treatment with agents that are not approved by the FDA. Populations requiring independent monitoring would include individuals with schizophrenia, other psychotic disorders, or conditions characterized by lack of reality testing (i.e., psychosis). Populations not usually requiring independent monitoring would include those with substance use disorders.
- g. The IRB assesses the adequacy of additional protections for vulnerable populations provided by the PI.

**Continuing Review and Monitoring.** At Continuing Review the PI should identify the number of vulnerable subjects enrolled and any who needed an independent monitor in the progress report.

## **6.5 Research Involving Pregnant Women, Human Fetuses, and Neonates**

**FOR INSTITUTIONS THAT APPLY THE FWA TO ALL RESEARCH REGARDLESS OF FUNDING, DELETE THE FOLLOWING PARAGRAPH AND SECTION 6.6.4.1**

### **6.5.1 Research Involving Pregnant Women or Fetuses**

The following applies to all research regardless of funding source. Since, according to the CMU FWA, Subpart B of 45 CFR 46 applies only to DHHS-funded research, the funding-source specific requirements are noted in the appropriate sections.

#### **6.5.1.1 Research Not Funded by DHHS** *(Best Practice and Regulatory)*

For research not funded by DHHS, no additional safeguards are required and there are no restrictions on the involvement of pregnant women in research where the risk to the fetus is no more than minimal.

Pregnant women or fetuses may be involved in research not funded by DHHS involving more than minimal risk to fetuses if all of the following conditions are met:

- a. Where scientifically appropriate, pre-clinical studies, including studies on pregnant animals, and clinical studies, including studies on non-pregnant women, have been conducted and provide data for assessing potential risks to pregnant women and fetuses.
- b. The risk to the fetus is caused solely by interventions or procedures that hold out the prospect of direct benefit for the woman or the fetus.
- c. Any risk is the least possible for achieving the objectives of the research.
- d. If the research holds out the prospect of direct benefit to the pregnant woman and/or the prospect of a direct benefit both to the pregnant woman and the fetus, then the consent of the pregnant woman is obtained in accord with the provisions for informed consent.
- e. If the research holds out the prospect of direct benefit solely to the fetus, then the consent of the pregnant woman and the father is obtained in accord with the provisions for informed consent, except that the father's consent need not be obtained if he is unable to consent because of unavailability, incompetence, or temporary incapacity or the pregnancy resulted from rape or incest.
- f. Each individual providing consent under paragraph (d) or (e) of this section is fully informed regarding the reasonably foreseeable impact of the research on the fetus or neonate.
- g. For children who are pregnant, assent and permission are obtained in accord with the provisions of permission and assent.
- h. No inducements, monetary or otherwise, will be offered to terminate a pregnancy.

- i. Individuals engaged in the research will have no part in any decisions as to the timing, method, or procedures used to terminate a pregnancy.
- j. Individuals engaged in the research will have no part in determining the viability of a neonate.

#### **6.5.1.2 Research Funded by DHHS**

For DHHS-funded research, 45 CFR Subpart B applies to all research involving pregnant women. Under 45 CFR Subpart B, pregnant women or fetuses may be involved in research funded by DHHS if all of the following conditions are met:

- a. Where scientifically appropriate, pre-clinical studies, including studies on pregnant animals, and clinical studies, including studies on non-pregnant women, have been conducted and provide data for assessing potential risk to pregnant women and fetuses.
- b. The risk to the fetus is caused solely by interventions or procedures that hold out the prospect of direct benefit for the woman or the fetus or, if there is no such prospect of benefit, the risk to the fetus is not greater than minimal and the purpose of the research is the development of important biomedical knowledge that cannot be obtained by any other means.
- c. Any risk is the least possible for achieving the objectives of the research.
- d. If the research holds out the prospect of direct benefit to the pregnant woman, the prospect of a direct benefit both to the pregnant woman and the fetus, or no prospect of benefit for the woman nor the fetus when risk to the fetus is not greater than minimal and the purpose of the research is the development of important biomedical knowledge that cannot be obtained by any other means, then the consent of the pregnant woman is obtained in accord with the provisions for informed consent.
- e. If the research holds out the prospect of direct benefit solely to the fetus, then the consent of the pregnant woman and the father is obtained in accord with the provisions for informed consent, except that the father's consent need not be obtained if he is unable to consent because of unavailability, incompetence, or temporary incapacity or the pregnancy resulted from rape or incest.
- f. Each individual providing consent under paragraph (d) or (e) of this section is fully informed regarding the reasonably foreseeable impact of the research on the fetus or neonate.
- g. For children who are pregnant, assent and permission are obtained in accord with the provisions of permission and assent in Section 10.1.3.
- h. No inducements, monetary or otherwise, will be offered to terminate a pregnancy.
- i. Individuals engaged in the research will have no part in any decisions as to the timing, method, or procedures used to terminate a pregnancy.
- j. Individuals engaged in the research will have no part in determining the viability of a neonate.

## 6.5.2 Research Involving Neonates

Neonates of uncertain viability and nonviable neonates may be involved in research if all of the following conditions are met:

- a. Where scientifically appropriate, preclinical and clinical studies have been conducted and provide data for assessing potential risks to neonates.
- b. Each individual providing consent is fully informed regarding the reasonably foreseeable impact of the research on the neonate.
- c. Individuals engaged in the research will have no part in determining the viability of a neonate.
- d. The requirements of Neonates of Uncertain Viability or Nonviable Neonates (see below in this section) have been met as applicable.

**Neonates of Uncertain Viability.** Until it has been ascertained whether or not a neonate is viable, a neonate may not be involved in research covered by this subpart unless the following additional conditions have been met:

The IRB determines that

- a. the research holds out the prospect of enhancing the probability of survival of the neonate to the point of viability, and any risk is the least possible for achieving that objective; or
- b. the purpose of the research is the development of important biomedical knowledge which cannot be obtained by other means, and there will be no added risk to the neonate resulting from the research; and
- c. the legally effective informed consent of either parent of the neonate or, if neither parent is able to consent because of unavailability, incompetence, or temporary incapacity, the legally effective informed consent of either parent's legally authorized representative is obtained in accord with the provisions of permission and assent, except that the consent of the father or his legally authorized representative need not be obtained if the pregnancy resulted from rape or incest.

**Nonviable Neonates.** After delivery, nonviable neonates may not be involved in research covered by this subpart unless all of the following additional conditions are met:

- a. Vital functions of the neonate will not be artificially maintained.
- b. The research will not terminate the heartbeat or respiration of the neonate.
- c. There will be no added risk to the neonate resulting from the research.
- d. The purpose of the research is the development of important biomedical knowledge that cannot be obtained by other means.
- e. The legally effective informed consent of both parents of the neonate is obtained in accord with the provisions of permission and assent, except that the waiver and alteration of the provisions of permission and assent do not apply.

- f. However, if either parent is unable to consent because of unavailability, incompetence, or temporary incapacity, the informed consent of one parent of a nonviable neonate will suffice to meet the requirements of this paragraph, except that the consent of the father need not be obtained if the pregnancy resulted from rape or incest. The consent of a legally authorized representative of either or both of the parents of a nonviable neonate will not suffice to meet the requirements of this paragraph.

**Viable Neonates.** A neonate, after delivery, that has been determined to be viable may be included in research only to the extent permitted by and in accord with the requirements of IRB Review Process and Research Involving Children.

### **6.5.3 Research Involving, After Delivery, the Placenta, the Dead Fetus or Fetal Material**

Research involving, after delivery, the placenta; the dead fetus; macerated fetal material; or cells, tissue, or organs excised from a dead fetus, must be conducted only in accord with any applicable federal, state, or local laws and regulations regarding such activities.

If information associated with material described above in this section is recorded for research purposes in a manner that living individuals can be identified, directly or through identifiers linked to those individuals, those individuals are research subjects and all pertinent sections of this manual are applicable.

### **6.5.4 Research Not Otherwise Approvable**

#### **6.5.4.1 Research Not Funded by DHHS**

If the IRB finds that the research presents a reasonable opportunity to further the understanding, prevention, or alleviation of a serious problem affecting the health or welfare of pregnant women, fetuses or neonates; and the research is not approvable under the above provisions, then the IRB will consult with a panel of experts in pertinent disciplines (e.g., science, medicine, ethics, law). Based on the recommendation of the panel, the IRB may approve the research based on the following:

- a. that the research in fact satisfies the conditions of Section 6.2.2, as applicable; or
- b. the research presents a reasonable opportunity to further the understanding, prevention, or alleviation of a serious problem affecting the health or welfare of pregnant women, fetuses or neonates; and
- c. the research will be conducted in accord with sound ethical principles; and
- d. informed consent will be obtained in accord with the provisions for informed consent and other applicable sections of this manual.

#### **6.5.4.2 Research Funded by DHHS**

DHHS-funded research that falls in this category must be approved by the Secretary of Health and Human Services. If the IRB finds that the research presents a reasonable opportunity to further the understanding, prevention, or alleviation of a serious problem

affecting the health or welfare of pregnant women, fetuses or neonates; and the research is not approvable under the above provisions, then the research will be sent to OHRP for DHHS review.

## **6.6 Research Involving Prisoners**

Prisoners are another of the three classes that are deemed so vulnerable to exploitation in research that there are special rules protecting them. In the past, prisoners were viewed as a convenient research population. They are housed in a single location, constitute a large and relatively stable population, and live a routine life. Unfortunately, all the things that make a prisons and prisoners a convenient research population also make prisoners ripe for exploitation.

The concern that Subpart C and this policy based on Subpart C attempt to address is whether prisoners have any real choice in participation in research or whether incarceration prohibits free choice.

The following applies to all research involving prisoners, regardless of funding source. The requirements in this section are consistent with Subpart C of 45 CFR 46, which applies to DHHS-funded research.

### **6.6.1 Applicability**

This policy applies to all biomedical and behavioral research conducted under the auspices of CMU involving prisoners as subjects.

Even though CMU IRB may approve a research protocol involving prisoners as subjects according to this policy, investigators are still subject to the Administrative Regulations of the [Michigan] Department of Corrections and any other applicable state or local law [See 45 CFR 46.301].

### **6.6.2 Minimal Risk**

The definition of minimal risk in Subpart C is different than in the rest of the federal regulations. According to 45 CFR 46.303, “minimal risk” is the probability and magnitude of physical or psychological harm that is normally encountered in the daily lives, or in the routine medical, dental, or psychological examination of healthy persons.

### **6.6.3 Composition of the IRB**

In addition to satisfying the general requirements detailed in the IRB section of this manual, when reviewing research involving prisoners, the IRB must also meet the following requirements:

- a. A majority of the IRB (exclusive of prisoner members) must have no association with the prison(s) involved, apart from their membership on the IRB.
- b. At least one member of the IRB must be a prisoner, or a prisoner representative with appropriate background and experience to serve in that capacity, except that where

a particular research project is reviewed by more than one IRB, only one IRB need satisfy this requirement.

#### **6.6.4 Additional Duties of the IRB**

In addition to all other responsibilities prescribed for IRB in the CMU Institutional Review Board and IRB Review Process sections of this manual, the IRB will review research involving prisoners and approve such research only if it finds the following:

- a. the research falls into one of the following **permitted categories** [See 45 CFR 46.306]:
  - (i) study of the possible causes, effects, and processes of incarceration and of criminal behavior, provided that the study presents no more than minimal risk and no more than inconvenience to the subjects;
  - (ii) study of prisons as institutional structures or of prisoners as incarcerated persons, provided that the study presents no more than minimal risk and no more than inconvenience to the subjects;
  - (iii) research on conditions particularly affecting prisoners as a class (e.g., research on social and psychological problems such as alcoholism, drug addiction, and sexual assaults);
  - (iv) research on practices, both innovative and accepted, which have the intent and reasonable probability of improving the health or well-being of the subjects.
- b. any possible advantages accruing to the prisoner through his or her participation in the research, when compared to the general living conditions, medical care, quality of food, amenities and opportunity for earnings in the prison, are not of such a magnitude that his/her ability to weigh the risks of the research against the value of such advantages in the limited choice environment of the prison is impaired.
  - a. the risks involved in the research are commensurate with risks that would be accepted by non-prisoner volunteers.
  - b. procedures for the selection of subjects within the prison are fair to all prisoners and immune from arbitrary intervention by prison authorities or prisoners. Unless the principal investigator provides to the IRB justification in writing for following some other procedures, control subjects must be selected randomly from the group of available prisoners who meet the characteristics needed for that particular research project.
- c. the information is presented in language which is understandable to the subject population.
- d. adequate assurance exists that Parole Board will not take into account a prisoner's participation in the research in making decisions regarding parole, and each prisoner is clearly informed in advance that participation in the research will have no effect on his or her parole.
- e. where the IRB finds there may be a need for follow-up examination or care of subjects after the end of their participation, adequate provision has been made for

such examination or care, taking into account the varying lengths of individual prisoners' sentences and for informing subjects of this fact.

### **6.6.5 Certification to HHS**

Under 45 CFR 46.305(c), the institution responsible for conducting research involving prisoners that is supported by HHS shall certify to the Secretary (through OHRP) that the IRB has made the seven (7) findings required under 45 CFR 46.305(a). For all HHS conducted or supported research, CMU will send to OHRP a certification letter to this effect, which will also include the name and address of the institution and specifically identify the research protocol in question and any relevant HHS grant application or protocol. HHS conducted or supported research involving prisoners as subjects may not proceed until OHRP issues its approval in writing to CMU on behalf of the Secretary under 45 CFR 46.306(a)(2).

Under its authority at 45 CFR 46.115(b), OHRP requires that the institution responsible for the conduct of the proposed research also submit to OHRP a copy of the research proposal so that OHRP can determine whether the proposed research involves one of the categories of research permissible under 45 CFR 46.306(a)(2), and if so, which one. The term "research proposal" includes the IRB-approved protocol, any relevant HHS grant application or proposal, any IRB application forms required by the IRB, and any other information requested or required by the IRB to be considered during initial IRB review.

The above requirement does not apply to research that is not HHS conducted or supported.

### **6.6.6 Waiver for Epidemiology Research**

The Secretary of DHHS has waived the applicability of 45 CFR 46.305(a)(1) and 46.306(a)(2) for certain research conducted or supported by DHHS that involves epidemiological studies that meet the following criteria:

- a. The sole purposes are
  - (i) to describe the prevalence or incidence of a disease by identifying all cases, or
  - (ii) to study potential risk factor associations for a disease, and
- b. The IRB has approved the research and fulfilled its duties under 45 CFR 46.305(a)(2)–(7) and determined and documented that
  - (i) the research presents no more than minimal risk and no more than inconvenience to the prisoner-subjects, and
  - (ii) prisoners are not a particular focus of the research.
- c. The specific type of epidemiological research subject to the waiver involves no more than minimal risk and no more than inconvenience to the human subject participants. The waiver would allow the conduct of minimal risk research that does not now fall within the categories set out in 45 CFR 46.306(a)(2).

- d. The range of studies to which the waiver would apply includes epidemiological research related to chronic diseases, injuries, and environmental health. This type of research uses epidemiologic methods (such as interviews and collection of biologic specimens) that generally entail no more than minimal risk to the subjects.
- e. In order for a study to be approved under this waiver, the IRB would need to ensure that, among other things, there are adequate provisions to protect the privacy of subjects and to maintain the confidentiality of the data.

## **6.7 Research Involving Children**

The following applies to all research involving children, regardless of funding source. The requirements in this section are consistent with Subpart D of 45 CFR 46, which applies to DHHS-funded research and Subpart D of 21 CFR 50, which applies to FDA-regulated research involving children.

### **6.7.1 Allowable Categories**

Research on children must be reviewed and categorized by the IRB into one of the following groups:

- a. Research not involving physical or emotional risk greater than that ordinarily encountered in daily life or during the performance of routine physical or psychological examinations or tests (i.e., **minimal risk**). Adequate provisions are made for soliciting the assent of children and the permission of their parents or guardians as set forth in Section 6.7.2.
- b. Research involving greater than minimal risk but presenting the prospect of direct benefit to the individual subject:
  - (i) the risk is justified by the anticipated benefit to the subjects; and
  - (ii) adequate provisions are made for soliciting the assent of children and the permission of their parents or guardians as set forth in Section 6.7.2.
- c. Research involving greater than minimal risk and no reasonable prospect of direct benefit to the individual subject but likely to yield generalizable knowledge about the subject's disorder or condition:
  - (i) the risk represents a minor increase over minimal risk;
  - (ii) the intervention or procedure presents experiences to subjects that are reasonably commensurate with those inherent in their actual or expected medical, dental, psychological, social, or educational situations;
  - (iii) adequate provisions are made for soliciting the assent of children and the permission of their parents or guardians as set forth in Section 6.7.2.
- d. Research not otherwise approvable which presents an opportunity to understand, prevent, or alleviate serious problems affecting the health or welfare of children:
  - (i) federally-funded research in this category must be approved by the Secretary of Health and Human Services;

- (ii) FDA-regulated research in this category must be approved by the Commissioner of Food and Drugs;
- (iii) for non-federally-funded, non-FDA research, the IRB will consult with a panel of experts in pertinent disciplines (e.g., science, medicine, ethics, law). Based on the recommendation of the panel, the IRB may approve the research based on whether
  1. the research in fact satisfies the conditions of the previous categories, as applicable; or
  2. the research presents a reasonable opportunity to further the understanding, prevention, or alleviation of a serious problem affecting the health or welfare of children; and
  3. the research will be conducted in accord with sound ethical principles; and
  4. informed consent will be obtained in accord with the provisions for informed consent and other applicable sections of this manual.
- (iv) adequate provisions are made for soliciting the assent of children and the permission of their parents or guardians as set forth in Section 6.7.2.

## **6.7.2 Parental Permission and Assent**

### **6.7.2.1 Parental Permission**

The IRB must determine that adequate provisions have been made for soliciting the permission of each child's parent or guardian.

Parents or guardians must be provided with the basic elements of consent and any additional elements the IRB deems necessary, as described in Section 5.5.

The IRB may find that the permission of one parent is sufficient for research to be conducted under Categories (a) and (b) above. The IRB's determination of whether consent must be obtained from one or both parents will be documented in the consent checklist when a protocol receives expedited review and in meeting minutes when reviewed by the convened committee.

Consent from both parents is required for research to be conducted under Categories (c) and (d) above unless

- a. one parent is deceased, unknown, incompetent, or not reasonably available; or
- b. when only one parent has legal responsibility for the care and custody of the child.

For research not covered by the FDA regulation, the IRB may waive the requirement for obtaining consent from a parent or legal guardian if

- c. the research meets the provisions for waiver in Section 5.8, or
- d. if the IRB determines that the research protocol is designed for conditions or a subject population for which parental or guardian permission is not a reasonable requirement to protect the subjects (e.g., neglected or abused children) provided an

appropriate mechanism for protecting the children who will participate as subjects in the research is substituted and that the waiver is not inconsistent with federal, state, or local law. The choice of an appropriate mechanism would depend upon the nature and purpose of the activities described in the protocol; the risk and anticipated benefit to the research subjects; and their age, maturity, status, and condition.

Parental permission may not be waived for research covered by FDA regulations.

Permission from parents or legal guardians must be documented in accordance with and to the extent required by Section 5.6 and 5.9.

### **6.7.2.2 Assent from Children**

Because “assent” means a child’s affirmative agreement to participate in research, the child must actively show his/her willingness to participate in the research, rather than just complying with directions to participate and not resisting in any way. When judging whether children are capable of assent, the IRB is charged with taking into account the ages, maturity, and psychological state of the children involved. The IRB has the discretion to judge children’s capacity to assent for all of the children to be involved in a proposed research activity or on an individual basis.

The IRB should take into account the nature of the proposed research activity and the ages, maturity, and psychological state of the children involved when reviewing the proposed assent procedure and the form and content of the information conveyed to the prospective subjects. For research activities involving adolescents whose capacity to understand resembles that of adults, the assent procedure should likewise include information similar to what would be provided for informed consent by adults or for parental permission. For children whose age and maturity level limits their ability to fully comprehend the nature of the research activity but who are still capable of being consulted about participation in research, it may be appropriate to focus on conveying an accurate picture of what the actual experience of participation in research is likely to be (e.g., what the experience will be, how long it will take, whether it might involve any pain or discomfort). The assent procedure should reflect a reasonable effort to enable the child to understand, to the degree they are capable, what their participation in research would involve.

The IRB presumes that children ages 7 and older should be given an opportunity to provide assent. Generally, oral assent through the use of a script should be obtained from children 7 - 11 years of age. Written assent using a written document for the children to sign may be sought for older children.

At times there may be inconsistency between parent permission and child assent. Usually a “no” from the child overrides a “yes” from a parent, but a child typically cannot decide to be in research over the objections of a parent. Obviously, there are individual exceptions to these guidelines (such as when the use of an experimental treatment for a life threatening disease is being considered). The general idea, however, is that children should not be forced to be research subjects, even when their parents consent to it.

If the IRB determines that the capability of some or all of the children is so limited that they cannot reasonably be consulted or that the intervention or procedure involved in the research holds out a prospect of direct benefit that is important to the health or well-

being of the children and is available only in the context of the research, the assent of the children is not a necessary condition for proceeding with the research.

Even when the IRB determines that the subjects are capable of assenting, the IRB may still waive the assent requirement under circumstances detailed in the Waiver of Informed Consent section of this manual.

### **The Assent Form**

When the IRB determines that assent is required, it will also determine whether and how assent must be documented.

Researchers should try to draft a form that is age appropriate and study specific, taking into account the typical child's experience and level of understanding, and composing a document that treats the child respectfully and conveys the essential information about the study. The assent form should

- a. tell why the research is being conducted,
- b. describe what will happen and for how long or how often,
- c. say it's up to the child to participate and that it's okay to say no,
- d. explain if it will hurt and if so for how long and how often,
- e. say what the child's other choices are,
- f. describe any good things that might happen,
- g. say whether there is any compensation for participating, and
- h. ask for questions.

For younger children, the document should be limited to one page if possible. Illustrations might be helpful, and larger type makes a form easier for young children to read. Studies involving older children or adolescents should include more information and may use more complex language.

#### **6.7.2.3 Children Who are Wards**

Children who are wards of the state or any other agency, institution, or entity can be included in research involving greater than minimal risk and no prospect of direct benefit to individual subjects but likely to yield generalizable knowledge about the subject's disorder or condition, **only if such research is**

- a. related to their status as wards; or
- b. conducted in schools, camps, hospitals, institutions, or similar settings in which the majority of children involved as subjects are not wards.

If the research meets the condition(s) above, an advocate must be appointed for each child who is a ward (one individual may serve as advocate for more than one child), in addition to any other individual acting on behalf of the child as legal guardian or in *loco parentis*.

The advocate must be an individual who has the background and experience to act in, and agrees to act in, the best interests of the child for the duration of the child's participation in the research and who is not associated in any way (except in the role as advocate or member of the IRB) with the research, the investigator(s), or the guardian organization.

## **6.8 Persons with Impaired Decision Making Capacity**

The requirements in this section apply to all research involving persons with mental disabilities or persons with impaired decision-making capacity regardless of funding source.

Research involving persons with impaired decision-making capability may only be approved when the following conditions apply:

- a. Only incompetent persons or persons with impaired decision making capacity are suitable as research subjects. Competent persons are not suitable for the proposed research. The investigator must demonstrate to the IRB that there is a compelling reason to include incompetent individuals or persons with impaired decision-making capacity as subjects. Incompetent persons or persons with impaired decision-making capacity must not be subjects in research simply because they are readily available.
- b. The proposed research entails no significant risks, tangible or intangible, or if the research presents some probability of harm, there must be at least a greater probability of direct benefit to the participant. Incompetent people or persons with impaired decision-making capacity are not to be subjects of research that imposes a risk of injury, unless that research is intended to benefit that subject and the probability of benefit is greater than the probability of harm.
- c. Procedures have been devised to ensure that participant's representatives are well informed regarding their roles and obligations to protect incompetent subjects or persons with impaired decision making capacity. Health care agents, appointed under Durable Power of Attorney for Health Care (DPAHC), and next-of-kin, or guardians, must be given descriptions of both proposed research studies and the obligations of the person's representatives. They must be told that their obligation is to try to determine what the subject would do if competent, or if the subject's wishes cannot be determined, what they think is in the incompetent person's best interest.

### **6.8.1 IRB Composition**

The IRB membership must include at least one member who is an expert in the area of the research. Consideration may be given to adding another member who is a member of the population, a family member of such a person, or a representative of an advocacy group for that population. The IRB may utilize ad hoc members as necessary to ensure appropriate scientific expertise.

## 6.8.2 Determination of Decision-Making Capacity

The decision-making capacity of a potential research subject should be evaluated when there are reasons to believe that the subject may not be capable of making voluntary and informed decisions about research participation.

The investigator and research staff must have adequate procedures in place for assessing and ensuring subjects' capacity, understanding, and informed consent or assent. The IRB will evaluate whether the proposed plan to assess capacity to consent is adequate.

For research protocols that involve subjects with mental disorders that may affect decision-making capacity, the IRB may determine that capacity assessments are necessary, unless the investigator can justify why such assessments would be unnecessary for a particular group.

For research that poses greater than minimal risk, the IRB may require investigators to use independent and qualified professionals to assess whether potential subjects have the capacity to give voluntary, informed consent. Even in research involving only minimal risk, the IRB may require that the study include a capacity assessment if there are reasons to believe that potential subjects' capacity may be impaired. It is not necessary to require a formal capacity assessment by an independent professional for all potential research subjects with mental disorders.

For research protocols involving subjects who have fluctuating or limited decision making capacity the IRB may ensure that investigators establish and maintain ongoing communication with involved caregivers. Periodic re-consent should be considered in some cases. Third party consent monitors may be used during the recruitment and consenting process, or waiting periods may be required to allow more time for the subject to consider the information that has been presented.

It is often possible for investigators and others to enable persons with some decisional impairments to make voluntary and informed decisions to consent or refuse participation in research. Potential measures include repetitive teaching, group sessions, audiovisual presentations, and oral or written recall tests. Other measures might include follow-up questions to assess subject understanding, videotaping or audio-taping of consent interviews, second opinions, use of independent consent observers, interpreter for hearing-impaired subjects, allowing a waiting period before enrollment, or involvement of a trusted family member or friend in the disclosure and decision making process.

Both investigators and IRB members must be aware that for some subjects, their decision-making capacity may fluctuate. For subjects with fluctuating decision making capacity or those with decreasing capacity to give consent, a re-consenting process with surrogate consent may be necessary.

Although incompetent to provide informed consent, some persons may resist participating in a research protocol approved by their representatives. **Under no circumstances may subjects be forced or coerced to participate.**

In the event research participants become incompetent or impaired in decision making capacity after enrollment, the PI is responsible for notifying the IRB and HRPP office.

The PI is responsible for developing a monitoring plan which follows the guidelines outlines above for incompetent and impaired decision making research participants.

### **6.8.2.1 Procedures for Determining Capacity to Consent**

Decisional capacity in the research context has been interpreted by the American Psychiatric Association as requiring:

- a. ability to evidence a choice,
- b. ability to understand relevant information,
- c. ability to appreciate the situation and its likely consequences, and
- d. ability to manipulate information rationally.

A range of professionals and methods may be utilized to assess capacity. In general, the consent assessor should be a researcher or consultant familiar with dementias and qualified to assess and monitor capacity and consent in such subjects on an ongoing basis. The IRB will consider the qualifications of the proposed individual(s) and whether he/she is sufficiently independent of the research team and/or institution.

The majority of studies conducted at the CMU only allow enrolling subjects who have the capacity to consent. For studies that have been approved for enrolling vulnerable populations who may lack capacity to consent, there must be someone who is able to assess capacity of each potential subject to consent. The PI may determine after appropriate medical evaluation that the prospective research subject lacks decision-making capacity and is unlikely to regain it within a reasonable period of time. Additionally, if the reason for lack of capacity is because of mental illness, then a psychiatrist or licensed psychologist must confirm this judgment and document it in the individual's medical record in a signed and dated progress note.

A person who has been determined to lack capacity to consent to participate in a research study must be notified of that determination before permission may be sought from his or her legally authorized representative to enroll that person in the study. If permission is given to enroll such a person in the study, the potential subject must then be notified. Should the person object to participating, this objection should be heeded.

### **6.8.3 Informed Consent and Assent**

Whenever the participants have the capacity to give consent (as determined by qualified professionals), informed consent should be obtained and documented in accordance with Section 5 above. When participants lack the capacity to give consent, investigators may obtain consent from the legally authorized representative of a subject (i.e., surrogate consent) as described below.

A person who is incompetent or has been determined to lack capacity to consent to participate in a research study should be informed about the trial to the extent compatible with the subject's understanding and, if possible, the subject should give their assent to participate, and sign and date the written informed consent or a separate assent form. If the person objects to participating, this objection should be heeded.

Both investigators and IRB members must be aware that for some subjects, their decision-making capacity may fluctuate. For subjects with fluctuating decision-making capacity or those with decreasing capacity to give consent, a re-consenting process with surrogate consent may be necessary. Although incompetent to provide informed consent, some persons may resist participating in a research protocol approved by their representatives. **Under no circumstances may subjects be forced or coerced to participate.**

### **6.8.3.1 Surrogate Consent**

Surrogate consent may be obtained from a legally authorized representative as described in Section 5.2.

## **7 FDA-Regulated Research**

FDA regulations apply to any research that involves a “test article” in a “clinical investigation” involving “human subjects” as defined by the FDA regulations. For FDA regulated research, the IRB must apply the FDA regulations at 21 CFR 50 and 21 CFR 56, as well as, where appropriate, 45 CFR 46.

Use of investigational drugs must be conducted according to FDA IND regulations, 21 CFR Part 312, and other applicable FDA regulations. Use of an investigational device in a clinical trial to obtain safety and effectiveness data must be conducted according to FDA’s IDE regulations, 21 CFR Part 812, and other applicable FDA regulations.

The following definitions and procedures describe the review of FDA-regulated research conducted under the auspices of CMU.

### **7.1 Definitions**

**Investigational Drug** – An investigational drug for clinical research use is one for which the PI or a sponsor has filed an IND application (21 CFR Part 312) or an approved drug that is being studied for an unapproved or approved use in a controlled, randomized, or blinded clinical trial.

**Investigational Device** – A medical device that is the subject of a clinical study designed to evaluate the effectiveness and/or safety of the device. As further stated, a device is any healthcare product that does not achieve its primary intended purpose by chemical action or by being metabolized.

**IND** – An investigational new drug application in accordance with 21 CFR Part 312.

**IDE** – An investigational device exemption in accordance with 21 CFR 812.

**Emergency Use** – Emergency use is defined as the use of an investigational drug or biological product with a human subject in a life-threatening situation in which no standard acceptable treatment is available and in which there is not sufficient time to obtain IRB approval.

**Significant Risk (SR)** – A significant risk device is an investigational device that

- a. is intended as an implant and presents a potential for serious risk to the health, safety, or welfare of a subject; or
- b. is purported or represented to be for a use in supporting or sustaining human life and presents a potential for serious risk to the health, safety, or welfare of a subject; or
- c. is for a use of substantial importance in diagnosing, curing, mitigating, or treating disease, or otherwise preventing impairment of human health and presents a potential for serious risk to the health, safety, or welfare of a subject; or
- d. otherwise presents a potential for serious risk to the health, safety, or welfare of a subject.

**Non-Significant Risk (NSR)** – An investigational device other than a significant risk device.

**Humanitarian Use Device (HUD)** – A device intended to benefit patients by treating or diagnosing a disease that affects fewer than 4,000 individuals in the United States per year.

## 7.2 FDA Exemptions

The following categories of clinical investigations are exempt from the requirements of FDA regulations for IRB review:

- a. Emergency use of a test article, provided that such emergency use is reported to the IRB within five (5) working days. Any subsequent use of the test article at the institution is subject to IRB review [See 21 CFR 56.104(c)].
- b. Taste and food quality evaluations and consumer acceptance studies, if wholesome foods without additives are consumed or if a food is consumed that contains a food ingredient at or below the level and for a use found to be safe; or agricultural, chemical, or environmental contaminant at or below the level found to be safe by the FDA or approved by the EPA or the Food Safety and Inspection Service of the USDA [See 21 CFR 56.104(d)].

## 7.3 Procedures

- a. At initial submission, the PI must indicate whether the research involves a test article and is a clinical investigation involving human subjects on the application form. The PI may use the FDA Determination Checklist to assist in making this determination.
- b. During the pre-review process, the RCO will confirm whether FDA regulations are applicable using the FDA Determination Checklist. If FDA regulations apply and the research is not exempt, the IRB Administrator will indicate on the agenda that the protocol is an FDA-regulated study.
- c. If required by the sponsor (see Section 1.5), the PI will indicate on the application form that ICH-CGP compliance is required and will affirm compliance. If the study involves investigational drugs and is industry sponsored and the PI does not

indicated ICH-GCP compliance, the RCO will confirm with the Office of Sponsored whether ICH-GCP compliance is required and obtain PI affirmation of compliance.

## **7.4 Investigational Drugs and Devices in Research**

### **7.4.1 IND/IDE Requirements**

The PI must indicate on the IRB application whether the research involves investigational drugs or devices. If so, the PI must indicate if there is an IND/IDE for the research and provide documented assurance from the sponsor that the manufacture and formulation of investigational or unlicensed test articles conform to federal regulations. Documentation of the IND/IDE could be

- a. an industry-sponsored protocol with IND/IDE.
- b. a letter from FDA.
- c. a letter from industry sponsor.
- d. other document and/or communication verifying the IND/IDE.

For investigational devices, NSR device studies follow abbreviated IDE requirements and do not have to have an IDE application approved by the FDA. If a sponsor has identified a study as NSR, then the investigator must provide an explanation of the determination. If the FDA has determined that the study is NSR, documentation of that determination must be provided.

If the research involves drugs or devices and there is no IND/IDE, the PI must provide a rationale as to why it is not required.

The IRB will review the application and determine

- a. whether there is an IND/IDE and if so, whether there is appropriate supporting documentation;
- b. if the research involves drugs or devices with no IND/IDE and whether the research meets the criteria below.

#### **7.4.1.1 IND Exemption**

For drugs, an IND is not necessary if the research falls in one of the following categories:

- a. The drug being used in the research is lawfully marketed in the United States and all of the following requirements are met:
  - (i) The research is not intended to be reported to FDA in support of a new indication for use or to support any other significant change in the labeling for the drug.
  - (ii) The research is not intended to support a significant change in the advertising for the product.

- (iii) The research does not involve a route of administration or dosage level, use in a subject population, or other factor that significantly increases the risks (or decreases the acceptability of the risks) associated with the use of the drug product.
  - (iv) The research is conducted in compliance with the requirements for IRB review and informed consent [See 21 CFR parts 56 and 50, respectively].
  - (v) The research is conducted in compliance with the requirements concerning the promotion and sale of drugs [See 21 CFR 312.7].
  - (vi) The research does not intend to invoke FDA regulations for planned emergency research [See 21 CFR 50.24].
- b. The research only involves one or more of the following: (i) Blood grouping serum, (ii) Reagent red blood cells, or (iii) Anti-human globulin.
  - c. For clinical investigations involving an in vitro diagnostic biological product, an IND is not necessary if (i) it is intended to be used in a diagnostic procedure that confirms the diagnosis made by another, medically established, diagnostic product or procedure; and (ii) it is shipped in compliance with 312.160.

#### **7.4.1.2 Exempted IDE Investigations**

For devices, an IDE is not necessary if

- a. The research involves a device, other than a transitional device, in commercial distribution immediately before May 28, 1976, when used or investigated in accordance with the indications in labeling in effect at that time.
- b. The research involves a device other than a transitional device, introduced into commercial distribution on or after May 28, 1976, that FDA has determined to be substantially equivalent to a device in commercial distribution immediately before May 28, 1976, and that is used or investigated in accordance with the indications in the labeling FDA reviewed under subpart E of 21 CFR 807 in determining substantial equivalence.
- c. The research involves a diagnostic device and if the sponsor complies with applicable requirements in 21 CFR 809.10(c), and if the testing
  - (i) is noninvasive,
  - (ii) does not require an invasive sampling procedure that presents significant risk,
  - (iii) does not by design or intention introduce energy into a subject, and
  - (iv) is not used as a diagnostic procedure without confirmation of the diagnosis by another medically established diagnostic product or procedure.
- e. The research involves a device undergoing consumer-preference testing, testing of a modification, or testing of a combination of two or more devices in commercial distribution, if the testing is not for the purpose of determining safety or effectiveness and does not put subjects at risk.
- f. The research involves a device intended solely for veterinary use.

- g. The research involves a device shipped solely for research on/or with laboratory animals and labeled in accordance with 21 CFR 812.5(c).
- h. The research involves a custom device as defined in 21 CFR 812.3(b), unless the device is being used to determine safety or effectiveness for commercial distribution.

## **7.4.2 Responsibilities**

### **7.4.2.1 Principal Investigator**

- a. The PI is responsible for ensuring that the research is conducted according to all regulatory guidelines and CMU policies and procedures.
- b. The PI must obtain approval from the IRB before initiating any research activities.
- c. The PI proposing the drug/device research will be required to provide a plan – to be evaluated by the IRB – that includes storage, security, and dispensing of the drug/biologics/device.
  - (i) The PI is responsible for the investigational drug/device accountability, which includes storage, security, dispensing, administration, return, disposition, and records of accountability.
  - (ii) The PI will delegate the responsibility for drugs/biologics accountability to the Pharmacy Service.
  - (iii) All devices received for a study must be stored in a locked environment under secure control with limited access. The area must be within an area of PI's control. Proper instructions on the use of the device must be provided to the subjects. A log must be kept regarding the receipt, use, and/or dispensing of the device and the disposition of remaining devices at the conclusion of the investigation.
- d. The PI shall report all unanticipated problems involving risk to subjects or others to the IRB according to the procedures outlined in Section 8.
- e. For research involving investigational new drugs,
  - (i) the PI is required to inform Pharmacy Service that IRB have approved the protocol through submission of the IRB approval letters;
  - (ii) the PI must inform the IRB and Pharmacy Service when a study involving investigational drugs has been terminated by the sponsor;
  - (iii) the PI will report to the sponsor any adverse effect that may reasonably be regarded as caused by, or probably caused by, the drug [21 CFR 312 (b)] according to the procedures in the protocol; and
  - (iv) the PI will maintain the following:
    1. Current curriculum vita (CV).
    2. Protocol.
    3. Records of receipt and disposition of drugs.

4. List of any co-investigators with their curriculum vitae.
  5. Certification that all physicians, dentists, and/or nurses responsible in the study have appropriate valid licenses for the duration of the investigation.
  6. Case histories with particular documentation on evidence of drug effects. Emphasis is on toxicity and possible untoward happenings. All unexpected adverse effects are reportable, even if the investigator considers that the event is not related to the drug. All unexpected adverse effects must be reported immediately to Pharmacy Service and the IRB in the manner defined by the protocol.
  7. IRB letters of approval.
  8. Other documents as outlined in the Human Subject Protection Program – Standard Operating Procedures.
- f. For research involving investigational devices,
- (i) If a device is considered NSR by the PI or sponsor, but after review the IRB determines the device to have significant risk, upon receipt of written notice from IRB, the PI is responsible for notifying the sponsor of the IRB's determination. The PI must provide the IRB with confirmation of this action.
  - (ii) If the PI is storing the devices, he/she must maintain a log indicating the identification/serial number of the device, name of subject, date dispensed, by whom it was dispensed, and amount remaining; and
  - (iii) The PI will maintain the following:
    1. Current curriculum vita (CV).
    2. Protocol of the study.
    3. Records of animal study reports.
    4. Records of receipt and disposition of devices.
    5. List of any co-investigators with their curriculum vitae.
    6. Certification that all physicians, dentists, and/or nurses responsible in the study have appropriate valid licenses for the duration of the investigation.
    7. Case histories with particular documentation on evidence of effects. Emphasis is on safety and possible untoward happenings. All adverse device effects are reportable (see item
    8. IRB letters of approval and the EOC Committee approval letter if applicable.
    9. Device training.
    10. Other documents as outlined in the Human Subject Protection Program – Standard Operating Procedures.
- g. Following completion of the study, the termination procedure for investigational drugs must be applied if under pharmacy control, or if the devices are kept by the investigator, the log must be completed regarding the receipt, use and/or dispensing

of the device and the disposition of remaining devices at the conclusion of the investigation.

- (i) If, after use, the PI keeps the devices, he/she must maintain a log regarding the receipt, use, and/or re-dispensing of the devices and the disposition of remaining devices at the conclusion of the investigation.
  - (ii) The PI will submit to the sponsor and to the IRB a report of any unanticipated adverse device effects occurring during an investigation as soon as possible, but in no event later than ten (10) working days after the investigator first learns of the effect.
- h. When a PI files an IND or IDE, the PI is considered the sponsor and as such is accountable for all of the FDA regulatory responsibilities and reporting obligations of both the PI and the sponsor, as described in the FDA regulations. The Research Plan asks the PI if he/she also acts as the sponsor of the research and, if so, asks him/her to affirm that he/she has reviewed the **Guidance Document on Requirements of the Sponsor and the Investigator as a Sponsor** and will comply with the regulatory responsibilities of a sponsor. The Research Service will conduct education programs for investigators holding an IND or IDE on the sponsor regulations and periodically conduct random audits of PIs holding an IND or IDE as per the Research Quality Improvement Program.

#### 7.4.2.2 IRB

- a. The IRB will review the research in accordance with the following requirements and the same criteria it would use in considering approval of any research involving an FDA-regulated product [See 21 CFR 56.111].
- b. For research involving investigational devices,
  - (i) The IRB will review the control plan and determine whether it is adequate. If the Chair determines that the IRB does not have the necessary expertise to evaluate the plan, outside consultation will be used (e.g., Biomechanical Engineering).
  - (ii) Unless the FDA has already made a risk determination for the study, the IRB will review NSR studies and determine if the device represents significant or non-significant risk and report the findings to the PI in writing. The IRB will consider the risks and benefits of the medical device compared to the risks and benefits of alternative devices or procedures. NSR device studies do not require submission of an IDE application but must be conducted in accordance with the abbreviated requirements of IDE regulations. If IRB considers the study that has been submitted as NSR to be considered SR, then IRB may approve the study, but the study cannot begin until an IDE is obtained.
  - (iii) The IRB will not review protocols involving SR devices under expedited review.
  - (iv) The IRB will document in the minutes and provide written documentation to the PI of the rationale for determining whether a device is classified as NSR/SR.

- (v) If the FDA has already made the SR or NSR determination for the study, the agency's determination is final, and the IRB does not need to make a risk determination.

### **7.4.3 Emergency Use**

#### **7.4.3.1 Emergency Exemption from Prospective IRB Approval**

HHS regulations do not permit human subjects research activities to be started, even in an emergency, without prior IRB approval. When emergency medical care is initiated without prior IRB review and approval, the patient may not be considered a research subject under 45 CFR Part 46. However, nothing in the HHS regulations at 45 CFR Part 46 is intended to limit the authority of a physician to provide emergency medical care, to the extent the physician is permitted to do so under applicable federal, state or local law.

FDA defines emergency use as the use of an investigational drug or biological product with a human subject in a life-threatening situation in which no standard acceptable treatment is available and in which there is no sufficient time to obtain IRB approval. If all conditions described in 21 CFR 56.102(d) exist, then the emergency exemption from prospective IRB approval found at 21 CFR 56.104(c) may be utilized.

Informed consent must be obtained in accordance with and to the extent required by 21 CFR 50. Informed consent must be documented in writing in accordance with and to the extent required by 21 CFR 50.27.

The IRB must be notified within five (5) working days when an emergency exemption is used. Any subsequent use of the test article at the institution is subject to IRB review. This notification must not be construed as an approval for the emergency use by the IRB. The RCO or designee will review the report to verify that circumstances of the emergency use conformed to FDA regulations.

#### **7.4.3.2 Emergency Waiver of Informed Consent**

An exception under FDA regulations 21 CFR 50.23 permits the emergency use of an investigational drug, device, or biologic without informed consent where the investigator and an independent physician who is not otherwise participating in the clinical investigation certify in writing all four of the following specific conditions:

- a. The subject is confronted by a life-threatening situation necessitating the use of the test article.
- b. Informed consent cannot be obtained because of an inability to communicate with, or obtain legally effective consent from, the subject.
- c. Time is not sufficient to obtain consent from the subject's legally authorized representative.
- d. No alternative method of approved or generally-recognized therapy is available that provides an equal or greater likelihood of saving the subject's life.

If time is not sufficient to obtain the independent physician determination before use of the test article, the actions of the investigator must be reviewed and evaluated in writing by an independent physician within five to six (5-6) working days. The IRB must be notified within five (5) working days when an emergency waiver is used. This notification must not be construed as an approval for the emergency waiver by the IRB. The RCO or designee will review the report to verify that circumstances of the emergency waiver conformed to FDA regulations.

#### **7.4.3.3 Expanded Access of Investigational Drugs**

FDA regulations allow certain individuals not enrolled in clinical trials to obtain expanded access to investigational drugs, agents, or biologics through the following methods:

- a. **Compassionate Use** – The term “compassionate use” is erroneously used to refer to the provision of investigational drugs outside of an ongoing clinical trial to a limited number of patients who are desperately ill and for whom no standard alternative therapies are available. The term “compassionate use” does not, however, appear in FDA or HHS regulations. It is preferable, instead, to use the names of the specific access programs when discussing the use of investigational articles outside of formal clinical trials.
- b. **Group C Treatment Investigational New Drug (IND)** – A means for the distribution of investigational drugs, agents, or biologics to oncologists for the treatment of cancer under protocols outside controlled clinical trials. Group C drugs, agents, or biologics usually have shown evidence of relative and reproducible efficacy in a specific tumor type. Although the FDA typically grants a waiver for most drugs used in Group C Treatment IND protocols, CMU IRB requires prospective IRB review and approval.
- c. **Open-Label Protocol** – A study designed to obtain additional safety data, typically done when the controlled trial has ended and treatment continues. The purpose of such a study is to allow subjects to continue to receive the benefits of the investigational drug, agent, or biologic until marketing approval is obtained. Prospective IRB review and approval are required.
- d. **Parallel Track** – A method approved by the FDA that expands the availability of investigational drugs, agents, or biologics as quickly as possible to persons with AIDS and other HIV-related diseases. These drugs, agents, or biologics are utilized in separate protocols that “parallel” the controlled clinical trials and are essential to establishing the safety and effectiveness of these new drugs, agents, or biologics. Although the Secretary of the Department of Health and Human Services may, on a protocol-by-protocol basis, waive the provisions of 45 CFR Part 46 where adequate protections are provided through other mechanisms, prospective IRB review and approval is required by the CMU IRB.
- e. **Treatment IND or Biologics** – A mechanism for providing eligible subjects with investigational drugs (as early in the drug development process as possible) for the treatment of serious and life-threatening illnesses for which there are no satisfactory alternative treatments. The FDA defines an immediately life-threatening disease as a stage of a disease in which there is a reasonable likelihood that death will occur

within a matter of months or in which premature death is likely without early treatment. The FDA will permit an investigational drug to be used under a treatment IND after sufficient data have been collected to show that the drug “may be effective” and does not have unreasonable risks. Prospective IRB review and approval are required.

- (i) Four requirements must be met before a treatment IND can be issued:
  - 1. The drug is intended to treat a serious or immediately life-threatening disease.
  - 2. There is no satisfactory alternative treatment available.
  - 3. The drug is already under investigation or trials have been completed.
  - 4. The trial sponsor is actively pursuing marketing approval.
- (ii) The FDA identifies two special considerations when a patient is to be treated under a Treatment IND:
  - 1. **Informed Consent.** Informed consent is especially important in treatment use situations, because the subjects are desperately ill and particularly vulnerable. They will be receiving medications which have not been proven either safe or effective in a clinical setting. Both the setting and their desperation may work against their ability to make an informed assessment of the risk involved. Therefore, the IRB should ensure that potential subjects are fully aware of the risks involved in participation.
  - 2. **Charging for Treatment INDs.** The FDA permits charging for the drug, agent, or biologic when used in a Treatment IND. Therefore, the IRB Committee should pay particular attention to Treatment INDs in which the subjects will be charged for the cost of the drugs. If subjects will be charged for use of the test article, economically disadvantaged persons will likely be excluded from participation. Charging for participation may preclude economically disadvantaged persons as a class from receiving access to test articles. The IRB should balance this interest against the possibility that unless the sponsor can charge for the drug, it will not be available for treatment use until it receives full FDA approval.
- f. **Single-Patient Use** – The use of an investigational drug outside of a controlled clinical trial for a patient, usually in a desperate situation, who is unresponsive to other therapies or in a situation where no approved or generally recognized treatment is available. There is usually little evidence that the proposed therapy is useful, but may be plausible on theoretical grounds or based on anecdotes of success. Access to investigational drugs for use by a single, identified patient may be gained either through the sponsor under a treatment protocol or through the FDA by first obtaining the drug from the sponsor and then submitting a treatment IND to the FDA requesting authorization to use the investigational drug for treatment use. Prospective IRB review and approval are required [See (e) above].
- g. **Emergency IND** – The emergency use of an unapproved investigational drug, agent, or biologic requires an emergency IND. The FDA has established

mechanisms and guidance for obtaining an Emergency IND for the use of investigational drugs, agents, or biologics.

#### **7.4.3.4 Emergency Waiver of IND**

FDA regulations 21 CFR 312.34, 312.35, and 312.36 address the need for an investigational drug to be used in an emergency situation that does not allow time for submission of an IND. The FDA may authorize shipment of the drug for a specific use in such a circumstance in advance of submission of an IND. Prospective IRB review is required unless the conditions for exemption are met [21 CFR 56.104(c) and 56.102(d)]. Informed consent is required unless the conditions for exemption are met [21 CFR 50.23]. All applicable regulations must be met including those at 21 CFR Parts 50 and 56, and 21 CFR 312.34 and 312.35.

#### **7.4.3.5 Expanded Access of Investigational Devices**

- a. **Compassionate Use (or Single Patient/Small Group Access).** The compassionate use provision allows access for patients who do not meet the requirements for inclusion in the clinical investigation but for whom the treating physician believes the device may provide a benefit in treating and/or diagnosing their disease or condition. This provision is typically approved for individual patients but may be approved to treat a small group. It must be a serious disease or condition and no alternative treatment available. Prior FDA approval is needed before compassionate use occurs.
- b. **Treatment Use.** An approved IDE specifies the maximum number of clinical sites and the maximum number of human subjects that may be enrolled in the study. During the course of the clinical trial, if the data suggests that the device is effective, then the trial may be expanded to include additional patients with life-threatening or serious diseases. The criteria include
  - (i) life-threatening or serious disease.
  - (ii) no alternative.
  - (iii) controlled clinical trial.
  - (iv) sponsor pursuing marketing approval.
- c. **Continued Access.** FDA may allow continued enrollment of subjects after the controlled clinical trial under an IDE has been completed to allow access to the investigational medical device while the marketing application is being prepared by the sponsor or reviewed by FDA. There must a public health need or preliminary evidence that the device will be effective and there are no significant safety concerns.

#### **7.4.3.6 Humanitarian Use Devices (HUD)**

In accordance with 21 CFR 814.124, treatment with a HUD is subject to full board initial and continuing review by the IRB.

At the time of review, the IRB will determine if written consent from participants for use of the HUD is necessary. If a physician in an emergency situation determines that IRB approval cannot be obtained in time to prevent serious harm or death to a patient, a HUD may be administered without prior IRB approval. In this instance, approval must be obtained from the Chief of Staff, and the investigator is required to provide written notification of the use to the IRB within five (5) days after use of the device. The IRB requires that written notification include identification (specification without identifiers) of the patient, the date on which the device was used, and the reason for the use. It is the responsibility of the PI to notify the FDA if the IRB were ever to withdraw approval for use of a HUD. The FDA should be notified within five (5) days of notification of the withdrawal of approval. PIs are reminded that HUD exemptions are for clinical use only, and HUDs can be used only for purposes outlined in the approved IRB application.

#### **7.4.3.7 Waiver of Informed Consent for Planned Emergency Research**

The CMU IRB follows FDA regulations, 21 CFR 50.24, and any applicable state requirements which permit waiver of informed consent requirements for emergency research when human subjects in need of emergency medical intervention cannot provide legally effective informed consent and their legally authorized representatives (LARs) are also unable or unavailable to give informed consent on their behalf.

See Chapter 5.10 for details on waiver of informed consent for planned emergency research.

## **8 Unanticipated Problems Involving Risks to Subjects or Others**

CMU complies with DHHS and FDA regulations which state that institutions must have written policies on reporting unanticipated problems involving risks to subjects or others to the IRB, institutional officials, and relevant federal agencies and departments.

The following procedures describe how unanticipated problems involving risk to subjects or others are handled in research under the auspices of CMU.

### **8.1 Definitions**

**Unanticipated problems involving risk to participants or others** –Any incident, experience, outcome, or new information that

- a. is unexpected,
- b. is related or possibly related to participation in the research, and
- c. indicates that subjects or others are at a greater risk of harm (including physical, psychological, economic, or social harm) than was previously known or recognized.

**Unexpected** – The incident, experience, or outcome is not expected (in terms of nature, severity, or frequency), given the research procedures that are described in the

protocol-related documents, such as the IRB-approved research protocol and informed consent documents, and the characteristics of the subject population being studied.

**Related** – There is a reasonable possibility that the incident, experience, or outcome may have been caused by the procedures involved in the research.

**Adverse Event** – Any untoward physical or psychological occurrence in a human subject participating in research. An AE can be any unfavorable or unintended event including abnormal laboratory finding, symptom or disease associated with the research or the use of a medical investigational test article.

## 8.2 Procedures

### 8.2.1 Reporting

Investigators must promptly report the following problems to the IRB:

- a. Adverse events involving direct harm to participants which, in the opinion of the principal investigator, meet the criteria for an unanticipated problem involving risk to subjects or others.
- b. An unanticipated event related to the research that exposes participants to potential risk but that does not involve direct harm to participants.
- c. An unanticipated event related to the research that exposes individuals other than the research participants (e.g., investigators, research assistants, students, the public, etc.) to potential risk.
- d. IND Safety Reports from sponsors that meet the criteria for an unanticipated problem involving risk to subjects.
- e. New information that indicates a change to the risks or potential benefits of the research. For example,
  - (i) An interim analysis or safety-monitoring report indicates that frequency or magnitude of harms or benefits may be different than initially presented to the IRB.
  - (ii) A paper is published from another study that shows that the risks or potential benefits of your research might be different than initially presented to the IRB.
- f. A breach of confidentiality.
- g. Incarceration of a participant in a protocol not approved to enroll prisoners.
- h. Changes increasing the risk to subjects and/or affecting significantly the conduct of the trial.
- i. Complaint of a participant when the complaint indicates unexpected risks or cannot be resolved by the research team.
- j. Protocol violation (meaning an accidental or unintentional change to the IRB approved protocol) that harmed participants or others or that indicates participants or others may be at increased risk of harm.

- k. Sponsor imposed suspension for risk.
- l. Change in FDA labeling or withdrawal from marketing of a drug, device, or biologic used in a research protocol.
- m. Unanticipated adverse device effect. Any serious adverse effect on health or safety or any life-threatening problem or death caused by, or associated with, a device, if that effect, problem, or death was not previously identified in nature, severity, or degree of incidence in the investigational plan or application (including a supplementary plan or application), or any other unanticipated serious problem associated with a device that relates to the rights, safety, or welfare of subjects [See 21 CFR 812.150(a)].
- n. Any other event that indicates participants or others might be at risk of serious, unanticipated harms that are reasonably related to the research.

### 8.2.2 Submission of Reports

Investigators must report possible unanticipated problems to the IRB promptly:

- a. If the event requires immediate intervention to prevent serious harm to participants or others, the investigator must report the event within five (5) days of receiving notice of the event.
- b. Investigators must report all other possible unanticipated problems occurring at the local research site and non-local research sites to the IRB as soon as possible but no later than ten (10) business days from the date of the event or from the date the investigator is notified of the event.

Problems occurring within thirty (30) days after participants' active participation or treatment must be reported according to the above schedule.

Investigators or the study team must report possible unanticipated problems to the HRPP Office in writing using the **Unanticipated Problem Reporting Form**. The written report should contain all of the following:

- a. Detailed information about the possible unanticipated problems, including relevant dates.
- c. Any corrective action, planned or already taken, to ensure that the possible unanticipated problems is corrected and will not occur again.
- d. An assessment of whether any subjects or others were placed at risk as a result of the event or suffered any physical, social, or psychological harm and any plan to address these consequences.
- e. Any other relevant information.
- f. Any other information requested by the HRPP Office.

A report of a possible unanticipated problem involving risks to participants or others will be immediately forwarded by HRPP Office staff to the IRB Chair if the HRPP Office staff believes that immediate intervention may be required to protect participants or others from serious harm.

Upon receipt of a report of a possible unanticipated problem from someone other than the investigator or study staff, the RCO will notify the PI on the study when appropriate.

### **8.2.3 IRB Procedures for Handling Reports of Possible Unanticipated Problems**

#### **8.2.3.1 Review by IRB Staff and Chair**

- a. Upon receipt of an Unanticipated Event Reporting form from a PI, the IRB support staff checks the form for completeness. If any applicable sections of the form are incomplete or have been answered unsatisfactorily, the IRB staff will contact the investigator or the designated contact person to obtain additional information. Corrections are documented in the IRB file, indicating the date, the person spoken with, and the IRB staff making the correction.
- b. The IRB chairperson and/or other experienced member(s) designated by the IRB chairperson receives and reviews the report of the event(s) considered to be an unanticipated problem. The IRB chairperson (or designee) will make the final determination as to whether the event is to be regarded as an unanticipated problem.
- c. Based on the information received from the investigator, the IRB Chair or designee may suspend research to ensure protection of the rights and welfare of participants. Suspension directives made by the IRB Chair or designee must be reported to a meeting of the convened IRB.
- d. The IRB or the IRB chairperson (or designee) has authority to require submission of more detailed contextual information by the PI, the sponsor, the study coordinating center, or DSMB/DMC about any Adverse Event occurring in a research protocol as a condition of the continuation of the IRB's approval of the research.
- e. If the reviewer considers that either (i) the problem was foreseen OR (ii) no participants or others were harmed AND participants or others are not at increased risk of harm, the reviewer indicates on the form that the problem is not an unanticipated problem. The form is filed in the protocol record, the determination is communicated to the investigator, and no further action is taken.
- f. If the reviewer considers that the problem is an unanticipated problem but that the risk is no more than minimal, the reviewer will review
  - (i) the currently approved protocol,
  - (ii) the currently approved consent document,
  - (iii) previous reports of unanticipated problems involving risks to participants or others, and
  - (iv) the investigator's brochure (if one exists).

After reviewing all of the materials, the reviewer will take appropriate action depending on the nature of the risk involved, including requiring modification of the protocol or the consent form, if applicable. The results of the review will be recorded in the protocol record, communicated to the investigator, and reported to the IRB. All events determined to be unanticipated problems will be reported to the relevant

regulatory agencies and institutional officials according to the procedures in Section 17.

- g. All reported unanticipated problems where the risk is more than minimal will be reviewed at a convened IRB meeting.

### **8.2.3.2 IRB Review**

The primary reviewer will be given the protocol file, the currently approved consent document, previous reports of unanticipated problems involving risks to participants or others, the investigator's brochure (if one exists), the event report, and recommendations from the IRB Chair or designee (when appropriate). All IRB members will receive the event report.

- a. After review of the protocol and event report, the full IRB will make findings and recommendations based on the following considerations:
  - (i) Whether the reported event is an unanticipated problem involving risks to participants or others according to the definition in this policy.
  - (ii) What action in response to the report is appropriate.
  - (iii) Whether suspension or termination of approval is warranted.
  - (iv) Whether further reporting to Institutional and/or federal officials is required.
- b. If the IRB finds that the event is not an unanticipated problem involving risks to participants or others, according to the definition in the policy, the IRB may recommend any of the following actions:
  - (i) No action.
  - (ii) Requiring modifications to the protocol.
  - (iii) Revising the continuing review timetable.
  - (iv) Modifying the consent process.
  - (v) Modifying the consent document.
  - (vi) Providing additional information to current participants (e.g., whenever the information may relate to the participant's willingness to continue participation).
  - (vii) Providing additional information to past participants.
  - (viii) Requiring additional training of the investigator and/or study staff.
  - (ix) Taking other actions appropriate for the local context.
- c. If the IRB finds that the event is an unanticipated problem involving risks to participants or others, according to the definition in the policy, the IRB may recommend any of the following actions:
  - (i) Requiring modifications to the protocol.
  - (ii) Revising the continuing review timetable.
  - (iii) Modifying the consent process.

- (iv) Modifying the consent document.
  - (v) Providing additional information to current participants (e.g., whenever the information may relate to the participant's willingness to continue participation).
  - (vi) Providing additional information to past participants.
  - (vii) Requiring additional training of the investigator and/or study staff.
  - (viii) Reconsidering approval.
  - (ix) Requiring that current participants re-consent to participation.
  - (x) Monitoring the research.
  - (xi) Monitoring the consent.
  - (xii) Making referral to other organizational entities (e.g., legal counsel, risk management, Institutional Official).
  - (xiii) Suspending the research.
  - (xiv) Terminating the research.
  - (xv) Taking other actions appropriate for the local context.
- d. If a report suggests that participant safety is at risk, the IRB may immediately suspend or terminate the research. Any suspension or termination of research by the IRB must be promptly reported to the Vice Provost for Research, and OHRP, and FDA (if FDA-regulated research) through the Vice Provost for Research. This should be done in writing.
- e. If, after reviewing a report, the IRB finds that the event is an unanticipated problem involving risks to participants or others or that suspension or termination of approval is warranted, the IRB will
- (i) notify the investigator in writing of its findings, with copies to the Chair of the investigator's department and/or research unit, other affected units, and the investigator's supervisor; and
  - (ii) report its findings and recommendations to the Vice Provost for Research for further reporting to the appropriate federal officials (ORO, OHRP, and FDA).

### **8.3 Non-Reportable Events**

All events, problems, and new information that do not meet the above reporting requirements must be reported to the IRB in summary form at the time of the next continuing review. See Section 4.13 for more information on continuing review.

The IRB recognizes that sponsors may require that the PI report all serious adverse events and IND safety reports to the IRB. The IRB complies with this request in an efficient manner to acknowledge receipt of these reports.

PIs should report adverse events and IND safety reports that do not meet the above reporting requirements (see Section 8.5 by using the Tracking Log for Non-Reportable Events form).

Upon receipt, the IRB Administrative Staff will review the Tracking Log for Non-Reportable Events and check the form for completeness. The form will be returned to the investigator if the form is incomplete.

If the investigator answers “yes” to all three of the questions listed below for a specific event, the IRB staff will contact the investigator to request that the investigator complete an Unanticipated Event Reporting Form. The IRB Office Staff will track such requests by placing a copy of the request in the study file.

- a. Did the event, problem, or new information harm one or more participants or others, or place one or more participants or others at increased risk of harm?
- b. Was the event, problem, or new information unexpected (in terms of nature, severity, or frequency) given the procedures described in the protocol-related documents and the characteristics of the population being studied?
- c. Was it more likely than not that the event was caused by the research procedures or affects the rights and welfare of current participants?

Otherwise, the IRB Administrative Staff will stamp the form by acknowledging receipt by the IRB, sign and date the form, and return a copy of the form to the PI

## 9 Protocol Exceptions or Deviations

It is the policy of the CMU IRB to be notified of any protocol deviations or exceptions that result in an increase in risk or a decrease in benefit to participants.

The following procedures describe how protocol exceptions and deviations must be reported to the IRB.

### 9.1 Definitions

**Exceptions** – Protocol exceptions are defined as circumstances in which the specific procedures called for in a protocol are not in the best interests of a specific patient/subject (e.g., patient/subject is allergic to one of the medications provided as supportive care). Usually it is a violation that is anticipated and happens with prior agreement from the sponsor.

**Deviations** – A protocol deviation is defined as a violation that is unanticipated and happens without any prior agreement (e.g., protocol visit scheduled outside protocol window, blood work drawn outside protocol window, etc.). The IRB will review these reports for frequency and may audit any protocol reporting frequent deviations.

### 9.2 Exceptions

It is the responsibility of the Investigator to report to the IRB exceptions made to the protocol. The IRB will perform an expedited review of the Request for Protocol Change form submitted by the PI along with documentation of sponsor justification and approval.

These exceptions must be approved by the sponsor and IRB before being implemented. Exceptions may not increase risk or decrease benefit, affect the participants' rights, safety, welfare, or affect the integrity of the resulting data.

### **9.3 Deviations**

It is the responsibility of the PI not to deviate from the protocol approved by the IRB, except to avoid an immediate hazard to the participant. The PI must submit an amendment request to the IRB and receive written approval prior to implementation of any change to the protocol.

Deviations that increase risk, have potential to recur, or are undertaken to eliminate an immediate hazard would be considered an Unanticipated Problem and should be handled according to Section 8.

When a sponsor requests that the IRB be notified of a deviation, the completed form will be forwarded to the IRB chair or designate for review of the Request for Protocol Change form submitted by the PI.

Repetitive deviations may be ruled by the IRB to constitute non-compliance resulting in suspension of IRB approval.

### **9.4 Reporting & Review**

**Deviation/Exception Report forms** are to be completed for those events that qualify as a protocol deviation or exception. These reports should be filed with the IRB Office. The IRB Office will forward the report to the IRB Chair or designee for review and signature. A signed report will be sent back to the PI for the study file. The Chair may choose to place any deviation or exception on the agenda of the next convened IRB meeting for discussion. The PI may be asked to appear at that meeting to answer any questions or clarify issues for the IRB.

## **10 Complaints and Non-compliance**

As part of its commitment to protecting the rights and welfare of human subjects in research, CMU reviews all complaints and allegations of non-compliance and takes any necessary action to ensure the ethical conduct of research.

All PIs and other study personnel involved in human subjects research are required to comply with all laws and regulations governing their research activities, as well as with requirements and determinations of the IRB. Study personnel include the PI and any staff member directly involved with participants or the informed-consent process.

The following procedures describe how complaints and allegations of non-compliance are handled by the IRB.

## 10.1 Definitions

**Non-compliance** –Failure to comply with any of the regulations and policies described in this document and failure to follow the determinations of the IRB. Non-compliance may be minor or sporadic or it may be serious or continuing.

**Serious non-compliance** –Failure to follow any of the regulations and policies described in this document or failure to follow the determinations of the IRB, and which, in the judgment of either the IRB Chair or the convened IRB, increases risks to participants, decreases potential benefits, or compromises the integrity of the HRPP. Research being conducted without prior IRB approval or participation of subjects in research activities without their prior consent (i.e., in studies where consent was not specifically waived by the IRB) is considered serious noncompliance.

**Continuing non-compliance** – A pattern of non-compliance that, in the judgment of the IRB Chair or convened IRB, suggests a likelihood that instances of non-compliance will continue without intervention. Continuing non-compliance also includes failure to respond to a request to resolve an episode of non-compliance.

**Allegation of Non-Compliance** – An unproved assertion of non-compliance.

**Finding of Non-Compliance** – An allegation of non-compliance that is proven true or a report of non-compliance that is clearly true. For example, a finding on an audit of an unsigned consent document, or an admission of an investigator that the protocol was willfully not followed would represent reports of non-compliance that would require no further action to determine their truth and would therefore represent findings of non-compliance. Once a finding of non-compliance is proven, it must be categorized as serious, non-serious, or continuing.

## 10.2 Complaints

The Chair of the IRB will promptly handle (or delegate staff to handle) and, if necessary, investigate all complaints, concerns, and appeals received by the IRB. This includes complaints, concerns, and appeals from investigators, research participants, and others.

All complaints, written or oral (including telephone complaints), and regardless of point of origin, are recorded on a complaint form and forwarded to the IRB Chair and RCO.

Upon receipt of the complaint, the Chair will make a preliminary assessment of whether the complaint warrants immediate suspension of the research project. If a suspension is warranted, the procedures in Section 3.10.1 will be followed.

If the complaint meets the definition of non-compliance, it will be considered an allegation of non-compliance according to Section 10.4

If the complaint meets the definition of an unanticipated problem involving risk to subjects or others, it will be handled according to Section 8.

Within three (3) business days of receipt of the complaint, the IRB Chair and/or RCO will generate a letter to acknowledge that the complaint has been received and is being investigated, providing a follow-up contact name.

### **10.3 Non-compliance**

Investigators and their study staff are required to report instances of possible non-compliance. The PI is responsible for reporting any possible non-compliance by study personnel to the IRB. Common reports to the IRB that are not serious or continuing are typically protocol violations. However, any individual or employee may report observed or apparent instances of noncompliance to CMU IRB. In such cases, the reporting party is responsible for making these reports in good faith, maintaining confidentiality, and cooperating with any IRB and/or institutional review of these reports.

If an individual, whether investigator, study staff, or other, is uncertain whether there is cause to report noncompliance, he/she may contact the IRB Chair directly to discuss the situation informally.

Reports of non-compliance must be submitted to the IRB Office within ten (10) working days of discovery of this noncompliance. The report must include a complete description of the noncompliance, the personnel involved, and a description of the non-compliance.

Complainants may choose to remain anonymous.

#### **10.3.1 Review of Allegations of Non-compliance**

All allegations of non-compliance will be reviewed by the IRB Chair, who will review

- a. all documents relevant to the allegation;
- b. the last approval letter from the IRB;
- c. the last approved IRB application and protocol;
- d. the last approved consent document;
- e. the grant, if applicable; and
- f. any other pertinent information (e.g., questionnaires, DSMB reports, etc.).

The IRB Chair will review the allegation and determine the truthfulness of the allegation. The Chair may request additional information or an audit of the research in question.

When the IRB Chair determines that noncompliance did not occur because the incident was within the limits of an approved protocol for the research involved, the determination is reported in writing to the PI and, if applicable, to the reporting party. The determination letter will be copied to the IO in cases where the IO and any other parties had been notified at the outset.

If, in the judgment of the IRB Chair, the reported allegation of non-compliance is true, the non-compliance will be processed according to Section 9.4.2 Review of Findings of Non-compliance.

If, in the judgment of the IRB Chair, any allegation or findings of non-compliance warrant suspension of the research before completion of any review or investigation to ensure protection of the rights and welfare of participants, the Chair may suspend the research as described in Section 3.10 with subsequent review by the IRB.

The IRB Chair may determine that additional expertise or assistance is required to make these determinations and may form an ad hoc committee to assist with the review and fact gathering process. When an ad hoc committee assists in the review process, the Chair is responsible for assuring that minutes of the meeting are generated and kept to help support any determinations or findings made by the ad hoc committee.

### **10.3.2 Review of Findings of Non-compliance**

**Noncompliance is not serious or continuing** – When the IRB Chair determines that the noncompliance occurred, but the noncompliance does not meet definition of serious or continuing noncompliance, the determination is reported in writing to the PI and, if applicable, to the reporting party. The Chair will work with the PI to develop a corrective action plan to prevent future noncompliance. The report of noncompliance and corrective action is submitted to the IRB through the “expedited review report.” If, however, the PI refuses to cooperate with the corrective action plan, the matter is referred to a convened meeting of the IRB with notification to the IO.

**Serious or Continuing Noncompliance** – When the IRB Chair determines that noncompliance has occurred and that the noncompliance meets the definition of serious or continuing noncompliance, the report of noncompliance is submitted for review by the IRB at the next convened meeting. However, the Chair may use discretion and call an emergency IRB meeting should the circumstances warrant such an urgent meeting.

All findings of serious or continuing non-compliance submitted to the IRB will be reviewed at a convened meeting. All IRB members will receive

- a. all documents relevant to the allegation,
- b. the last approval letter from the IRB,
- c. the last approved IRB protocol, and
- d. the last approved consent document.

At this stage, the IRB may

- a. find that there is no issue of non-compliance,
- b. find that there is noncompliance that is neither serious nor continuing and an adequate corrective action plan is in place,
- c. find that there is serious or continuing non-compliance and approve any changes proposed by the Chair and/or ad hoc committee,
- d. find that there may be serious or continuing non-compliance and direct that a formal inquiry (described below) be held, or
- e. request additional information.

### **10.3.3 Inquiry Procedures**

A determination may be made by the IRB that an inquiry is necessary based on several issues that may include but are not limited to

- a. subjects' complaint(s) that rights were violated,
- b. report(s) that investigator is not following the protocol as approved by the IRB,
- c. unusual and/or unexplained adverse events in a study,
- d. repeated failure of investigator to report required information to the IRB.

A subcommittee is appointed consisting of IRB members and non-members (if appropriate) to ensure fairness and expertise. The subcommittee is given a charge by the IRB, which can include any or all of the following:

- a. review of protocol(s) in question;
- b. review of sponsor audit report of the investigator (if appropriate);
- c. review of any relevant documentation, including consent documents, case report forms, subject's investigational and/or medical files, etc. as they relate to the investigator's execution of her/his study involving human subjects;
- d. interview of appropriate personnel (if necessary);
- e. prepare either a written or oral report of the findings, which is presented to the full IRB at its next meeting;
- f. recommend actions if appropriate.

#### **10.3.4 Final Review**

The results of the inquiry will be reviewed at a convened IRB meeting where the IRB will receive a report from the subcommittee. If the results of the inquiry substantiate the finding of serious or continuing non-compliance, the IRB's possible actions could include, but are not limited to the following:

- a. Request a correction action plan from the investigator.
- b. Verify that participant selection is appropriate and observe the actual informed consent.
- c. Increase data and safety monitoring of the research activity.
- d. Request a directed audit of targeted areas of concern.
- e. Request a status report after each participant receives intervention.
- f. Modify the continuing review cycle.
- g. Request additional PI and staff education.
- h. Notify current subjects if the information about the non-compliance might affect their willingness to continue participation.
- i. Require modification of the protocol.
- j. Require modification of the information disclosed during the consent process.
- k. Require current participants to re-consent to participation.
- l. Suspend the study (see below).

m. Terminate the study (see below)

In cases where the IRB determines that the event of noncompliance also meets the definition of unanticipated problem involving risks to subjects or others, the policy and procedure for review of such events will also be followed.

The investigator is informed of the IRB determination and the basis for the determination in writing and is given a chance to respond. If the IRB determines that the non-compliance was serious or continuing, the results of the final review will be reported as described below in Section 11.

## **11 Reporting to Regulatory Agencies and Institutional Officials**

Federal regulations require prompt reporting to appropriate institutional officials and the department or agency head of (a) any unanticipated problems involving risks to subjects or others or any serious or continuing noncompliance with this policy or the requirements or determinations of the IRB; and (b) any suspension or termination of IRB approval. The CMU HRPP will comply with this requirement, and the following procedures describe how these reports are handled.

### **11.1.1 Procedures**

- a. IRB staff will initiate these procedures as soon as the IRB takes any of the following actions:
  - (i) Determines that an event may be considered an unanticipated problem involving risks to participants or others.
  - (ii) Determines that non-compliance was serious or continuing.
  - (iii) Suspends or terminates approval of research.
- b. The RCO or designee is responsible for preparing reports or letters which include the following information:
  - (i) The nature of the event (e.g., unanticipated problem involving risks to participants or others, serious or continuing non-compliance, suspension or termination of approval of research).
  - (ii) Name of the institution(s) conducting the research.
  - (iii) Title of the research project and/or grant proposal in which the problem occurred.
  - (iv) Name of the PI on the protocol.
  - (v) Number of the research project assigned by the IRB and the number of any applicable federal award(s) (e.g., grant, contract, or cooperative agreement).
  - (vi) A detailed description of the problem including the findings of CMU and the reasons for the IRB's decision.

- (vii) Actions the institution is taking or plans to address the problem (e.g., revise the protocol, suspend subject enrollment, terminate the research, revise the informed consent document, inform enrolled subjects, increase monitoring of subjects, etc.).
- (viii) Plans, if any, to send a follow-up or final report by the earlier of
  1. a specific date, or
  2. when an investigation has been completed or a corrective action plan has been implemented.
- c. The IRB Chair and the IO review the letter and modify the letter/report as needed.
- d. The IO is the signatory for all correspondence from the facility.
- e. The RCO or designee sends a copy of the report to the following:
  - (i) The IRB, by including the letter in the next agenda packet as an information item.
  - (ii) The IO.
  - (iii) The following federal agencies:
    1. OHRP, if the study is subject to DHHS regulations or subject to a DHHS Federalwide Assurance.
    2. FDA, if the study is subject to FDA regulations.
    3. If the study is conducted or funded by any federal agency other than DHHS that is subject to "The Common Rule," the report is sent to OHRP or the head of the agency as required by the agency.

**Note:** Reporting to a regulatory agency is not required if the event occurred at a site that was not subject to the direct oversight of Central Michigan University, and the agency has been notified of the event by the investigator, sponsor, another organization, or other mechanisms.
  - (iv) The PI.
  - (v) The Sponsor, if the study is sponsored.
  - (vi) Contract research organization, if the study is overseen by a contract research organization.
    - a. Chairman or supervisor of the PI.
    - b. The Privacy Officer of a covered entity, if the event involved unauthorized use, loss, or disclosure of individually-identifiable patient information from that covered entity
    - c. The Information Security Officer of an organization if the event involved violations of information security requirements of that organization.
    - d. Office of Risk Management (if appropriate).
    - e. Others as deemed appropriate by the IO.

The RCO ensures that all steps of this policy are completed within ten (10) working days of the determination. For more serious actions, the RCO will expedite reporting.

## **12 Investigator Responsibilities**

PIs are ultimately responsible for the conduct of research. PIs may delegate research responsibility. However, investigators must maintain oversight and retain ultimate responsibility for the conduct of those to whom they delegate responsibility.

The following procedures describe the investigator responsibilities in the conduct of research involving human participants.

### **12.1 Investigators**

#### **Principal Investigators**

At CMU only **tenured or tenure-track faculty** may serve as the PI or as the faculty sponsor on a research project involving human subjects. Other individuals, such as Research Professors or Post-Docs may be allowed to be the PI at the discretion of the Vice Provost for Research.

Adjunct faculty of CMU and any investigator whose status is considered to be “in training” (i.e., students and medical residents) may not serve as a PI but may serve as a co-investigator.

The IRB recognizes one PI for each study. The PI has ultimate responsibility for the research activities.

Protocols that require skills beyond those held by the PI must be modified to meet the investigator's skills or have one or more additional qualified faculty as co-investigator(s).

#### **Student Investigators**

Students may not serve as PI. They must have a faculty sponsor who fulfills the PI eligibility criteria and who will serve as PI and faculty advisor on the study.

#### **Research Team**

These include the PI and other individuals, also known as key personnel, who contribute to the scientific development or execution of a project in a substantive, measurable way, regardless of whether they receive salaries or compensation under the protocol. The research team also consists of individuals who intervene or interact directly with human subjects (including the recruitment or consenting thereof), or who analyze data and/or tissue derived from humans for the purposes of the activity in question.

## 12.2 Responsibilities

To satisfy the requirements of this policy, investigators who conduct research involving human subjects must

- a. develop and conduct research that is in accordance with the ethical principles in the *Belmont Report*;
- b. develop a research plan that is scientifically sound and minimizes risk to the subjects;
- c. have sufficient resources necessary to protect human subjects, including
  - (i) access to a population that would allow recruitment of the required number of subjects.
  - (ii) sufficient time to conduct and complete the research.
  - (iii) adequate number of qualified staff.
  - (iv) adequate facilities.
  - (v) a process to ensure that all persons assisting with the research are adequately informed about the protocol and their research-related duties and functions.
  - (vi) availability of medical or psychological resources that subjects might require as a consequence of the research.
- d. assure that all procedures in a study are performed with the appropriate level of supervision and only by individuals who are licensed or otherwise qualified to perform such under the laws of Michigan and the policies of CMU;
- e. assure that all key personnel are educated in the regulatory requirements regarding the conduct of research and the ethical principals upon which they are based;
- f. protect the rights and welfare of prospective subjects;
- g. ensure that risks to subjects are minimized: (i) By using procedures that are consistent with sound research design and that do not unnecessarily expose subjects to risk; and (ii) whenever appropriate, by using procedures already being performed on the subjects for diagnostic or treatment purposes;
- h. recruit subjects in a fair and equitable manner;
- i. obtain and document informed consent as required by the IRB and ensuring that no human subjects are involved in the research prior to obtaining their consent;
- j. have plans to monitor the data collected for the safety of research subjects;
- k. protect the privacy of subjects and maintain the confidentiality of data;
- l. when some or all of the subjects are likely to be vulnerable to coercion or undue influence, such as children, prisoners, pregnant women, mentally disabled persons, or economically or educationally disadvantaged persons, include additional safeguards in the study to protect the rights and welfare of these subjects;

- m. have a procedure to receive complaints or requests for additional information from subjects and respond appropriately;
- n. ensure that pertinent laws, regulations, and institution procedures and guidelines are observed by participating investigators and research staff;
- o. ensure that all research involving human subjects receives IRB review and approval in writing before commencement of the research;
- p. comply with all IRB decisions, conditions, and requirements;
- q. ensure that protocols receive timely continuing IRB review and approval;
- r. report unanticipated problems involving risk to subjects or other and any other reportable events to the IRB (see Section 8);
- s. obtain IRB review and approval in writing before changes are made to approved protocols or consent forms; and
- t. seek IRB assistance when in doubt about whether proposed research requires IRB review.

### **12.3 Training / Ongoing Education of Investigators and Research Team**

As stated above, one component of a comprehensive HRPP is an education program for all individuals involved with research subjects. CMU is committed to providing training and an on-going educational process for investigators and members of their research team related to ethical concerns and regulatory and institutional requirements for the protection of human subjects.

#### **12.3.1 Orientation**

All PIs and members of their research team (also known as “key personnel”) must review core training documentation including the “CMU Standard Operating Policies and Procedures for Human Research Protection” and the *Belmont Report: Ethical Principles and Guidelines for the Protection of Human Subjects of Research*.

#### **12.3.2 Initial Education**

The PI and key investigators must complete the CMU Required Core Modules in the CITI Course in the Protection of Human Research Subjects.

New research protocols and applications for continuing review will not be accepted from PIs who have not completed the initial education requirement.

While research protocols and applications for continuing review will be accepted and reviewed if the PI holds a current certification of training, final approval will not be granted until all co-investigators and members of the research team have completed the initial education requirement.

#### **Waiver of Initial Education**

If investigators or members of their research team can verify that they have successfully completed human subjects research training equivalent to that required by CMU, they may request a waiver of the requirement for Initial Education. However, all investigators or members of their research team must complete the requirements of Continuing Education.

### **12.3.3 Continuing Education and Recertification**

All investigators and members of their research teams must meet CMU continuing education requirement every three (3) years after certification of Initial Education through the review of appropriate refresher modules at the CITI web-based training site for as long as they are involved in human subject research. There is no exception to this requirement. Other training may be acceptable. In these cases the researcher should check with the IRB Office for a determination.

Investigators must submit evidence of continuing education prior to the expiration of their training certification. New research protocols and applications for continuing review will not be accepted from PIs who have not submitted satisfactory evidence of continuing education.

Investigators who are also IRB Chair, IRB members, or IRB Office staff will satisfy the training requirements for IRB members and staff described in this policy under Section 2.13.

### **12.4 Investigator Concerns**

Investigators who have concerns or suggestions regarding CMU's HRPP should convey them to the IO or other responsible parties (e.g., college dean, departmental chair) regarding the issue, when appropriate. The IO will research the issue, and when deemed necessary, convene the parties involved to form a response for the investigator or make necessary procedural or policy modifications, as warranted. In addition, the IRB Chair or the RCO will be available to address investigators' questions, concerns, and suggestions.

## **13 Sponsored Research**

Any sponsored research conducted under the auspices of CMU must be conducted in accordance with federal guidelines and ethical standards.

The following describe the procedures required to ensure that all sponsored research meets this requirement.

### **13.1 Definitions**

**Sponsor** – The company, institution, individual donor, or organization responsible for the initiation, management, or financing of a research study.

**Sponsored research** – Research funded by external entities through a grant or contract that involves a specified statement of work (e.g., the research proposal) with a related transfer of value to the sponsor, including clinical trials involving investigational drugs, devices, or biologics.

### **13.2 Responsibility**

- a. The Office of Sponsored Projects will review contracts and the IRB and Office of Sponsored Projects will share contract and study information as necessary for each sponsored protocol to ensure that protocol, consent, and contract language are consistent.
- b. When a contact is not reviewed by Sponsored Projects, but is reviewed by another entity in which the investigator reports, the IRB application requests a copy of the contract to ensure that the protocol, consent, and contract are consistent.
- c. Contracts will be reviewed for the following by both the Office of Sponsored Projects and the IRB:
  - (i) All sponsor contracts will indicate that CMU will follow the protocol, applicable regulations, and its ethical standards.
  - (ii) All sponsor contracts will define who will be responsible for research-related injuries.
  - (iii) If the sponsor will monitor the conduct of the research, the contract will be required to state that if the study monitor uncovers information that could affect the safety of participants or their willingness to continue participation, influence the conduct of the study, or alter the IRB's approval to continue the study, the sponsor will make sure that the information is communicated to the IRB.
  - (iv) If the sponsor discovers results that could affect the safety or medical care of subjects or others involved in the study, the sponsor will make sure the IRB is notified.
  - (v) Payment (i.e., "finder's fees") in exchange for referrals of prospective participants from researchers (e.g., physicians) is not permitted. Similarly, payments designed to accelerate recruitment that are tied to the rate or timing of enrollment ("bonus payments") are also not permitted.

## **14 Conflict of Interest in Research**

It is policy to preserve public trust in the integrity and quality of research CMU by minimizing actual or perceived conflict of interest in the conduct of research.

The following describe the procedures by which this responsibility is carried out.

## 14.1 Definitions

**Conflict of Interest (COI)** –Occurs when any financial arrangement, situation, or action affects or is perceived to exert inappropriate influence on the design, review, conduct, results, or reporting of research activities or findings.

**Ownership Interest** – This means stock options or other financial interests whose value cannot be readily determined through reference to public prices (generally, interests in a non-publicly traded corporation), or any equity interest in a publicly-traded corporation during the time the investigator is carrying out the study and for one (1) year following completion of the study.

**Compensation** –Payments made by an organization to the investigator or the institution exclusive of the costs of conducting the research during the time the investigator is carrying out the study and for one (1) year following the completion of the study. This includes, but is not limited to

- a. Income from seminars, lectures or teaching engagements.
- b. Income from service on advisory committees or review panels.
- c. Grants to fund ongoing research.
- d. Compensation in the form of equipment.
- e. Retainers for ongoing consultation.

**Patent** –An official written document securing to an inventor for a term of years the exclusive right to make, use, or sell an invention.

**Royalty** – Compensation for an invention.

**Immediate Family Member** – A person having a relationship to another person (whether by blood, law, or marriage), such as a spouse, parent, child, grandparent, grandchild, stepchild, or sibling.

**Financial Interest Related to the Research** –Financial stake in the sponsor, product, or service being tested, or competitor of the sponsor, product, or service being tested.

**Significant Financial Interest** – This includes

- a. Ownership interest, stock options, or other financial interest related to the research unless it meets four tests:
  - (i) Less than \$10,000 when aggregated for the immediate family.
  - (ii) Publicly traded on a stock exchange.
  - (iii) Value will not be affected by the outcome of the research.
  - (iv) Less than 5% interest in any one single entity.
- b. Compensation related to the research unless it meets two tests:
  - (i) Less than \$10,000 in the past year when aggregated for the immediate family.
  - (ii) Amount will not be affected by the outcome of the research.

- c. Proprietary interest related to the research including, but not limited to, a patent, trademark, copyright or licensing agreement.
- d. Board or executive relationship related to the research, regardless of compensation.

**Non-financial Conflict of Interest** –May exist when an individual serves dual roles, such as healthcare provider and investigator. Other interests, such as publication, promotion, or tenure, can also become conflicts of interest that may affect an individual's judgment. Membership in oversight committees, such as the IRB as well as positions of authority may pose potential conflicts of interest. Any position that includes responsibilities for the review and approval of research projects or contracts other than his/her own may potentially affect the design of, decisions made, and/or action taken surrounding a specific study.

**Key Personnel** –Those individuals who (i) obtain consent from human subjects; (ii) recruit human subjects; or (iii) evaluate the response of human subjects.

## **14.2 Individual Conflicts of Interest**

These procedures apply to both financial and non-financial conflicts of interest and are guided by the Code of Federal Regulations (42 CFR 50 Subpart F) that promotes objectivity in research to ensure conflict of interests do not adversely affect the protection of participants or the credibility of the CMU HRPP.

For clinical studies involving the use of new human drugs and biological products or medical devices, certifications and disclosure requirements are defined in FDA regulations, 21 CFR Part 54.

In the environment of research, openness and honesty are indicators of integrity and responsibility, characteristics that promote quality research and can only strengthen the research process. Therefore, conflicts of interest should be eliminated when possible and effectively disclosed and managed when they cannot be eliminated.

### **14.2.1 Procedures**

#### **14.2.1.1 Disclosure of Investigator COI**

The IRB application asks protocol-specific questions regarding conflict of interest for the investigators, key personnel, and their immediate families regarding

- a. Significant financial interest (as defined above) in CMU- sponsored research or in a competing organization.
- b. Any financial interest that requires disclosure to the sponsor or funding source.
- c. Any financial interest in the research with value that cannot be readily determined.
- d. Any other financial interest that the investigator believes may interfere with his/her ability to protect participants.
- e. Any non-financial interest (as defined above) that the investigator believes may interfere with his/her ability to protect participants.

#### **14.2.1.2 Evaluation of COI**

At initial review of the research protocol and COI disclosure, the IRB also determines the following:

- a. Whether the conflict, financial or non-financial, affects the protections of research participants; and
- b. Whether a conflicting interest might adversely affect the credibility of the HRPP, thus creating the appearance of conflicts of interest.

Points to consider:

- a. How is the research supported or financed?
- b. By whom the study is designed?
- c. Will the institution receive any compensation?
- d. Is the institution is an appropriate site for the research?

#### **14.2.1.3 Management of COI**

The IRB will determine if the rights and welfare of human research participants will be better protected by any or a combination of the following:

- a. Disclosure to subjects through the consent process.
- b. Modification of the research protocol or safety monitoring plan.
- c. Monitoring of research by independent reviewers.
- d. Disqualification of the conflicted party from participation in all or a portion of the research.
- e. Appointment of a non-conflicted PI.
- f. Divestiture of significant financial interests.
- g. Severance of relationships that create actual or potential conflicts.
- h. Prohibition of the conduct of the research at CMU.

#### **14.3 Recruitment Incentives**

Payment arrangements among sponsors, organizations, investigators, and those referring research participants may place participants at risk of coercion or undue influence or cause inequitable selection. Payment (i.e., “finder’s fees”) in exchange for referrals of prospective participants from researchers (e.g., physicians) is not permitted. Similarly, payments designed to accelerate recruitment that is tied to the rate or timing of enrollment (“bonus payments”) are also not permitted.

## **14.4 Institutional Conflict Of Interest**

These procedures apply to all human subjects research conducted under the auspices of CMU. This policy applies to investigators, IRB members and staff, and institutional officials.

The policy of CMU is to ensure that the welfare of human subjects and the integrity of research will not be compromised, or appear to be compromised, by competing institutional interests or obligations. Although CMU policy has separated technology transfer functions from research administration, circumstances may exist in which separation of function is not sufficient to avoid the appearance of institutional conflict of interest.

### **14.4.1 Responsibilities**

The Conflict of Interest Committee (COIC) will be responsible for evaluating potential institutional conflict of interest and will take actions as required to avoid, or to appropriately manage, apparent institutional COI. These actions may involve referral to appropriate advisors outside the facility or obtaining advisement from CMU General Counsel. If used, outside advisors will be individuals who have sufficient seniority, expertise, and independence to evaluate the competing interests at stake and to make credible and effective recommendations. All outside advisors will be independent of the management of oversight for the HRPP within the institution. The use of outside advisors will increase the transparency of the deliberations and enhance the credibility of determinations.

After reviewing a significant financial interest in research, the COIC will communicate its conclusions, along with any management arrangements to be imposed, to the IRB. All relevant conflicts will be disclosed to research participants in a form to be determined by the IRB. The COIC also will communicate conclusions and COI management strategies to the IO and the PI.

### **14.4.2 Management of Conflict of Interest**

As part of its review of institutional COI, the COIC will ask if any related research involves human subjects. If yes, any conflict management plan which is developed will be forwarded to the IRB.

#### **14.4.2.1 Assumption of Conflict of Interest**

If Central Michigan University retains a significant financial interest, or if an IO with direct responsibility for the HRPP holds a significant financial interest in the invention, then the COIC must assess the potential conflict of interest and weigh the magnitude of any risk to human participants. When reviewing potential institutional conflict of interest, the COIC will assume an inclination against the conduct of human participants research at, or under the auspices, of the institution where a COI appear to exist. However, the assumption may be overturned by the Committee when the circumstances are compelling and the Committee has approved an effective conflict management plan.

#### **14.4.2.2 Decision-Making**

A key aspect in decision-making is to analyze when it would be appropriate and in the public interest to accept and manage a COI, rather than require that the COI be eliminated. In some cases, the benefits of conducting a proposed research activity at the institution will be potentially high, and the risks will be low. In other cases, the scientific advantages of conducting the research may be speculative and the risks may be great. In these latter instances, the conflict should be avoided by disapproving the research application.

#### **14.4.2.3 Evaluation of Risk**

Each case should be evaluated based upon the following:

- a. The nature of the science.
- b. The nature of the interest.
- c. How closely the interest is related to the research.
- d. The degree of risk that the research poses to human participants.
- e. The degree to which the interest may be affected by the research.

The COIC will consider whether the institution is uniquely qualified, by virtue of its attributes (e.g., special facilities or equipment, unique patient population) and the experience and expertise of its investigators, to conduct the research and safeguard the welfare of the human subjects involved.

#### **14.4.2.4 Potential Actions**

Potential actions to be considered to better protect subjects are any or a combination of the following:

- a. Public disclosure of the financial interest.
- b. Not conducting proposed research at that institution or halting it if it has commenced.
- c. Reducing or otherwise modifying the financial (equity or royalty) stake involved.
- d. Increasing the segregation between the decision-making regarding the financial and the research activities.
- e. Requiring an independent DSMC or similar monitoring body.
- f. Modifying of role(s) of particular research staff or changes in location for certain research activities, e.g., a change of the person who seeks consent, or a change in investigator.
- g. Establishing a research monitoring process, so that the research can be closely scrutinized to ensure that potential conflicts do not undermine the integrity of the work and of CMU.

## **15 Participant Outreach**

CMU is committed to ensuring that educational opportunities are offered to research participants, prospective research participants, and community members that will enhance their understanding of research involving human participants at CMU.

The following procedures describe how CMU fulfills that responsibility.

### **15.1 Responsibility**

It is the responsibility of the RCO to implement the procedures outlined below.

### **15.2 Outreach Resources and Educational Materials**

- a. The HRPP office dedicates a section of the website to research participants entitled “Participant Outreach Corner.” This website includes resources, such as Frequently Asked Questions (FAQs), CMU-designed brochures (e.g., Volunteering in Research), and a listing of relevant research-related links.
- b. CMU periodically provides to community organizations PowerPoint presentations related to research.
- c. CMU provides several relevant links to the Office for Human Research Protections (OHRP) campaign to inform the general public about research participation: <http://www.hhs.gov/ohrp/outreach/>. Participants, prospective participants, and community members may access this information from the “Participant Outreach Corner” to increase their awareness and educate potential research participants.

### **15.3 Evaluation**

CMU periodically evaluates its outreach activities and makes changes when appropriate. These evaluations take place in an informal, ongoing manner. All IRB staff, Committee members, and Chairs/Co-Chairs will report both positive and negative feedback about all HRPP outreach activities to the RCO. He/she will then track the input and any changes made to improve outreach activities. He/she will summarize that material annually. To formally evaluate its outreach activities, the RCO will determine

- a. the specific community outreach activities being used; and
- b. whether these community outreach activities have an evaluative component, and if so, what, if any, changes in the outreach activities have resulted from these evaluations.

The RCO will administer surveys annually to determine the adequacy of outreach activities. The survey will assess

- a. The scope, the content, and the adequacy of outreach activities and resources.
- b. Whether the research community is using the HRPP website resource “Participant Outreach Corner.”

- c. Whether the research community is using other educational materials to inform prospective participants about their rights and welfare as research participants.
- d. Whether additional resources are needed to improve participant outreach activities.

The results of the survey will be used to establish both the adequacy of current outreach activities and any additional resources that may be needed to meet the needs of the research community regarding participant outreach,

## **16 Health Insurance Portability and Accountability Act (HIPAA)**

Protected health information obtained by CMU may not be used internally or disclosed to any outside person or organization for research purposes without prior approval of the IRB. CMU researchers must also abide by all corporate HIPAA policies regarding HIPAA privacy and security.

The following describe the procedures for conducting research at CMU in accordance with the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)*.

### **16.1 Definitions**

**Access** –The mechanism of obtaining or using information electronically, on paper, or other medium for the purpose of performing an official function.

**Authorization** – A detailed document that gives covered entities permission to use protected health information for specified purposes, which are generally other than treatment, payment, or health care operations, or to disclose protected health information to a third party specified by the individual.

**Covered entity** –The term applied to institutions that must comply with the Privacy Rule. These include

- a. Health plans.
- b. Health care clearinghouses.
- c. Health care providers who conduct certain financial and administrative transactions electronically. These electronic transactions are those for which standards have been adopted by the Secretary under HIPAA, such as electronic billing and fund transfers.

**Common Rule** – A federal policy on human subject protection that provides for the primary source of regulation of research.

**De-Identified Information** – Health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. If information is de-identified, it no longer is subject to the Privacy Rule and is exempt from HIPAA.

**Deletion** – The removal, erasing, or expunging of information or data from a record.

**Disclosure** –The release, transfer, provision of access to, or divulging in any other manner information outside of the covered entity.

**Health Information** –Any information created or received by a health care provider or health plan that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or payment for the provision of health care to an individual.

**Identifiable Health Information** –A subset of health information including demographic information collected from an individual.

**Limited Data Set** –Protected health information that excludes specific direct identifiers of the individual or of relatives, employees, or household members of an individual. A limited data set can only be used for the purposes of research, public health, or healthcare operations, and disclosed for the purpose of research.

**Minimum Necessary** –The principle that any access should be limited to the minimum amount of information needed to accomplish the intended purpose of the use or disclosure.

**Privacy Board** – A board comprised of members of varying backgrounds and appropriate professional competencies, as necessary, to review individual’s privacy rights. It is an alternative to an IRB for privacy issues only. It cannot replace the IRB for Common Rule purposes.

**Privacy Act** –An Act of Congress that provides for the confidentiality of individually-identified and retrieved information about living individuals that is maintained in a system of records and permits the disclosure of records only when specifically authorized by the statute. The Act provides that the collection of information about individuals is limited to that which is legally authorized, relevant, and necessary.

**Privacy Rule** –Provides guidance on the use of protected health information in the conduct of research. It imposes requirements on those involved in research, both individuals and institutions. “Privacy” refers to a person’s desire to control the access of others to information about him/herself. The evaluation of privacy involves consideration of how the investigator will access information from or about participants. The IRB members should know strategies to protect privacy interests relating to contact with potential participants and access to private information.

**Protected Health Information** – Individually identifiable health information transmitted or maintained electronically or in any other form or medium, except for education records or employment records, as excluded in the Privacy Rule.

**Preparatory Research** – The method applied to developing or designing a research study.

**Waiver of Authorization** –A means of requesting approval from an IRB or Privacy Board rather than asking each research subject for an authorization to access protected health information.

## 16.2 Historical Background

The *Health Insurance Portability and Accountability Act of 1996* (HIPAA) required the creation of a Privacy Rule for identifiable health information. The resulting Privacy Rule, finalized in August 2002, set a compliance date of April 14, 2003. While the main impact of the Privacy Rule is on the routine provision of and billing for health care, the Rule also affects the conduct and oversight of research. Researchers, IRB staff, and Committee members as well as research administration must be aware of these changes.

## 16.3 Effects of HIPAA on Research

The final Privacy Rule published on August 14, 2002 included a number of changes in how the Rule applies to research. See the *NIH HIPAA Privacy Rule Booklet for Research* and the NIH fact sheet on Institutional Review Boards and HIPAA for more information on how HIPAA applies to research. See also *Impact of the Privacy Rule on Academic Research*, a white paper published by the American Council on Education.

The Privacy Rule does not make any changes to the Common Rule. However, it does contain several provisions that resemble provisions of the Common Rule and does make reference to those provisions. The Common Rule contains specific requirements for a composition of an IRB, and the Privacy Rule contains specific requirements for a Privacy Board. The composition of a Privacy Board is similar to that of an IRB.

CMU is a covered entity under HIPAA. Researchers who are working with “Protected Health Information” (PHI) will be required to comply with the rules on HIPAA. The CMU IRB acts as the Institution’s Privacy Board.

The Privacy Rule permits covered entities to use or disclose protected health information for research purposes when the individual who is the subject of the information authorizes the use or disclosure. For clinical trials, authorization must be sought in addition to informed consent. Authorization must also be sought for other research uses or disclosures of protected health information that do not qualify for an IRB waiver of authorization (discussed below).

The Privacy Rule has several special provisions that apply to research authorizations for uses and disclosures of PHI for research purposes. These requirements are as follows:

- a. An authorization for a research purpose may state that the authorization does not expire, that there is no expiration date or event, or that the authorization continues until the end of the research study; and
- b. An authorization for the use or disclosure of protected health information for research may be combined with a consent to participate in the research, or with any other legal permission related to the research study (except for research involving the use or disclosure of psychotherapy notes, which must be authorized separately); and
- c. Research authorization forms must be filled out completely and accurately by the investigator, to ensure that all parties who require access to protected health

information for the research (including sponsors, CROs, DSMBs, IRBs, etc.) are identified in the form and may receive the information. The IRB combined authorization/consent form should be completed by the investigator and submitted to the CMU IRB for review and approval.

## **16.4 Research Under HIPAA**

HIPAA defines research as "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge." This definition is identical with the one used in the "Common Rule," separate federal legislation designed to protect human subjects involved in research. HIPAA describes privacy standards for protecting PHI and so only applies to research that involves humans' (not animals') health information.

### **16.4.1 Waiver of Authorization for Use or Disclosure of Protected Health Information in Research**

Under the Privacy Rule, covered entities are permitted to use and disclose protected health information for research with individual authorization or without individual authorization under limited circumstances. A covered entity may use or disclose protected health information for research when presented with documentation that an IRB has granted a waiver of authorization [See 45 CFR 164.512(i)(1)(i)]. This provision of the Privacy Rule might be used, for example, to conduct records research, epidemiological studies, or other research where de-identified data is unavailable or not suited to the research purpose.

The waiver documentation presented to the covered entity must include the following:

- a. Identification of the IRB or Privacy Board and the date on which the alteration or waiver of authorization was approved;
- b. A statement that the IRB or Privacy Board has determined that the alteration or waiver of authorization, in whole or in part, satisfies the three criteria in the Rule;
- c. A brief description of the protected health information for which use or access has been determined to be necessary by the IRB or Privacy Board;
- d. A statement that the alteration or waiver of authorization has been reviewed and approved under either normal or expedited review procedures; and
- e. The signature of the Chair or other member, as designated by the Chair, of the IRB or the Privacy Board, as applicable.

The following criteria must be satisfied for the IRB to approve a waiver of authorization under the Privacy Rule:

*The use or disclosure of protected health information involves no more than a minimal risk to the privacy of individuals, based on, at least, the presence of the following elements:*

- a. An adequate plan to protect the identifiers from improper use and disclosure; and

- b. An adequate plan to destroy the identifiers at the earliest opportunity consistent with conduct of the research, unless there is a health or research justification for retaining the identifiers or such retention is otherwise required by law; and
- c. Adequate written assurances that the protected health information will not be reused or disclosed to any other person or entity, except as required by law, for authorized oversight of the research project, or for other research for which the use or disclosure of protected health information would be permitted by this subpart; and
- d. The research could not practicably be conducted without the waiver or alteration; and
- e. The research could not practicably be conducted without access to and use of the protected health information.

#### **16.4.2 Review Preparatory to Research**

The Privacy Rule permits a covered entity to use or disclose protected health information to a researcher without authorization or waiver for the limited purpose of a “review preparatory to research.” Such reviews may be used to prepare a research protocol, or to determine whether a research site has a sufficient population of potential research subjects. Prior to permitting the researcher to access the protected health information, the covered entity must obtain representations from the researcher that the use or disclosure of the protected health information is solely to prepare a research protocol or for similar purposes preparatory to research, that the researcher will not remove any protected health information from the covered entity, and that protected health information for which access is sought is necessary for the research purpose. Researchers should consult the covered entity regarding any forms or applications necessary to conduct a review preparatory to research.

Researchers conducting a review preparatory to research may not record information in identifiable form, nor may they use the information that they receive to contact potential subjects, unless the investigator is also the subject’s treating physician. Because the Privacy Rule permits a covered entity to disclose protected health information to the individual who is the subject of the information, covered health care providers and patients may continue to discuss the option of enrolling in a clinical trial without patient authorization. Even when permitted by the Privacy Rule, however, any use of patient information for recruitment must comply with IRB recruitment policies (see discussion below).

- a. All human subjects research requires IRB review to determine either (i) exempt status or (ii) need for further review.
- b. Reviews preparatory to research that are permitted under HIPAA may or may not be human subjects research, depending on the investigation being conducted:
  - (i) Only those reviews of a database by an individual entitled to access that database intended to enumerate an available data set without reviewing PHI and for which no PHI is recorded do not require review. For example: medical records may be queried for information such as, “In the year XXXX, how many

patients had a discharge diagnosis of [indicate disease/diagnosis].” IRB Privacy Board Review is required for all other uses of PHI as indicated.

- (ii) If the research involves a de-identified data set, defined as removing the following identifiers, then a de-identified data set certification form must be completed submitted for administrative review and certified prior to accessing the data set. This activity also requires an IRB-determined exemption from review:

1. Names
2. Geographic information (city, state, and zip)
3. Elements of dates (except years)
4. Telephone #s
5. Fax #s
6. E-mail address
7. Social Security #
8. Medical record, prescription #s
9. Health plan beneficiary #s
10. Account #s
11. Certificate /license #s
12. VIN and Serial #s, license plate #s.
13. Device identifiers, serial #s
14. Web URLs
15. IP address #s
16. Biometric identifiers (finger prints)
17. Full face, comparable photo images
18. Unique identifying #s

IRB Privacy Board review and approval is required prior to initiating this research. Investigators are not authorized to contact potential research subjects identified in reviews preparatory to research unless they are directly responsible for care of the potential subject and entitled to PHI as a result of that duty.

Investigators who have previously obtained full consent and authorization to contact a research subject as a result of a previously approved research project, may contact his/her former research subjects provided that the subject agreed to be contacted for information on future research conducted by the same PI or co-investigator(s).

#### **16.4.3 Research on Protected Health Information of Decedents**

The protections of the Common Rule apply only to living human beings; by contrast, the Privacy Rule also protects the identifiable health information of deceased persons (“decedents”). The Privacy Rule contains an exception to the authorization requirement for research that involves the PHI of decedents. A covered entity may use or disclose decedents’ PHI for research if the entity obtains representations from the researcher that the use or disclosure being sought is solely for research on the PHI of decedents, that the PHI being sought is necessary for the research, and, at the request of the covered entity, documentation of the death of the individuals about whom information is being sought. Researchers should submit the applicable IRB form for IRB approval when they intend to conduct research involving decedents’ PHI.

#### 16.4.4 Limited Data Sets with a Data Use Agreement

When a researcher does not need direct identifiers for a study but does require certain data elements that are not permitted in de-identified data, the Privacy Rule permits a covered entity to disclose a “limited data set” to the researcher without authorization or waiver, provided that the researcher has signed a data-use agreement. The limited data set is still considered to be protected health information, but it must exclude only specified direct identifiers of the individual or of relatives, employers, or household members of the individual.

If the research involves a limited data set, it is defined as removing the following 16 identifiers:

- a. Names
- b. Postal address information (if other than city, state and zip)
- c. Telephone and fax #s
- d. Email addresses
- e. Social Security #s
- f. Medical record, prescription numbers
- g. Health plan beneficiary #s
- h. Account #s
- i. Certificate/license #s
- j. Vin and serial #s, license plate #s
- k. Device identifiers, serial #s
- l. Web URLs
- m. IP address #s
- n. Biometric identifiers (finger prints)
- o. Full face, comparable photo images

The Privacy Rule requires that the data-use agreement used in conjunction with the limited data set contain provisions that

- a. Establish the permitted uses and disclosures of the limited data set by the recipient, consistent with the purposes of the research, and which may not include any use or disclosure that would violate the Rule if done by the covered entity; and
- b. Limit who can use or receive the data; and
- c. Require the recipient to agree to the following:
  - (i) Not to use or disclose the information other than as permitted by the data-use agreement or as otherwise required by law; and
  - (ii) Use appropriate safeguards to prevent the use or disclosure of the information other than as provided for in the data use agreement; and
  - (iii) Report to the covered entity any use or disclosure of the information not provided for by the data-use agreement of which the recipient becomes aware; and
  - (iv) Ensure that any agents, including a subcontractor, to whom the recipient provides the limited data set agrees to the same restrictions and conditions that apply to the recipient with respect to the limited data set; and

- (v) Not to identify the information or contact the individual.
- d. Researchers who will be receiving limited data sets must submit a signed copy of the covered entity's data use agreement to the CMU IRB for approval, prior to initiating the research. Transition Provisions

The Privacy Rule contains certain grandfathering provisions that permit a covered entity to use and disclose PHI for research after the Rule's compliance date of April 14, 2003, if the researcher obtained any one of the following prior to the compliance date:

- a. An authorization or other express legal permission from an individual to use or disclose protected health information for the research; or
- b. The informed consent of the individual to participate in the research; or
- c. An IRB waiver of informed consent for the research.

Even if informed consent or other express legal permission was obtained prior to the compliance date, if new subjects are enrolled or existing subjects are re-consented after the compliance date, the covered entity must obtain the individual's authorization. For example, if there was a temporary waiver of informed consent for emergency research under the FDA's human subject protection regulations, and informed consent was later sought after the compliance date, individual authorization must be sought at the same time.

The transition provisions apply to both uses and disclosures of PHI for specific research protocols and uses or disclosures to databases or repositories maintained for future research.

## **16.5 HIPAA and Documentation Requirements**

HIPAA documents include an authorization form, a waiver of authorization form, and a de-identification form. One of these documents must be used whenever PHI is utilized in the research.

## **16.6 Patient Rights and Research**

Under HIPAA, patients have certain rights. Those that may affect research include the right to receive a Notice of Privacy Practices, the right to access, inspect, and receive a copy of one's own PHI, the right to request an amendment to one's own PHI, and the right to an accounting of certain disclosures of PHI that occur outside the scope of treatment, payment, and health care operations that have not been authorized.

## **16.7 HIPAA and Existing Studies**

Any research subject enrolled in a study that uses PHI from a covered entity must sign a HIPAA-compliant authorization form. This form is in addition to the existing Informed Consent document and is federally required. In a few cases, the Informed Consent document may be combined with a HIPAA authorization.

## **16.8 Waivers to HIPAA Consent Form**

In some cases, the CMU IRB may approve a waiver to use of the HIPAA authorization form. This may occur when the IRB finds that the research could not be practically done without the waiver, not without access to and use of the PHI, and that disclosure poses minimal risk to privacy.

## **17 Special Topics**

### **17.1 Certificate of Confidentiality (CoC)**

Certificates of Confidentiality are issued by the federal government to protect identifiable research information from forced disclosure. They allow the investigator and others who have access to research records to refuse to disclose identifying information on research participants in any civil, criminal, administrative, legislative, or other proceeding, whether at the federal, state, or local level. CoCs may be granted for studies collecting information that, if disclosed, could have adverse consequences for subjects or damage their financial standing, employability, insurability, or reputation.

The certificate goes beyond the consent form in ensuring confidentiality and anonymity. Without the certificate, researchers can be required by a court-ordered subpoena to disclose research results (usually as part of a criminal investigation of the subjects).

Any research project that collects personally identifiable, sensitive information and that has been approved by an IRB is eligible for a Certificate. Federal funding is not a prerequisite for a Certificate.

#### **17.1.1 Statutory Basis for Protection**

Protection against compelled disclosure of identifying information about subjects of biomedical, behavioral, clinical, and other research is provided by the Public Health Service Act 301(d), 42 U.S.C. 241(d):

"The Secretary may authorize persons engaged in biomedical, behavioral, clinical, or other research (including research on mental health, including research on the use and effect of alcohol and other psychoactive drugs) to protect the privacy of individuals who are the subject of such research by withholding from all persons not connected with the conduct of such research the names or other identifying characteristics of such individuals. Persons so authorized to protect the privacy of such individuals may not be compelled in any federal, state or local civil, criminal, administrative, legislative, or other proceedings to identify such individuals."

#### **17.1.2 Usage**

Certificates of Confidentiality may be granted for studies collecting information that, if disclosed, could have adverse consequences for subjects or damage their financial standing, employability, insurability, or reputation. By protecting researchers and

institutions from being compelled to disclose information that would identify research subjects, Certificates of Confidentiality help achieve the research objectives and promote participation in studies by assuring confidentiality and privacy to subjects.

Any investigator engaged in research in which sensitive information is gathered from human subjects (or any person who intends to engage in such research) may apply for a Certificate of Confidentiality. Research can be considered "sensitive" if it involves the collection of

- a. information about sexual attitudes, preferences, practices;
- b. information about personal use of alcohol, drugs, or other addictive products;
- c. information about illegal conduct;
- d. information that could damage an individual's financial standing, employability, or reputation within the community;
- e. information in a subject's medical record that could lead to social stigmatization or discrimination; or
- f. information about a subject's psychological well-being or mental health.

This list is not exhaustive. Researchers contemplating research on a topic that might qualify as sensitive should contact the IRB Office for help in applying for a certificate.

In the Informed Consent form, investigators should tell research subjects that a Certificate is in effect. Subjects should be given a fair and clear explanation of the protection that it affords, including the limitations and exceptions noted above. Every research project that includes human research subjects should explain how identifiable information will be used or disclosed, regardless of whether a Certificate is in effect.

### **17.1.3 Limitations**

The protection offered by a Certificate of Confidentiality is not absolute. A Certificate protects research subjects only from legally compelled disclosure of their identity. It does **not** restrict voluntary disclosures.

For example, a Certificate does not prevent researchers from voluntarily disclosing to appropriate authorities such matters as child abuse, a subject's threatened violence to self or others, or from reporting a communicable disease. However, if researchers intend to make such disclosures, this should be clearly stated in the Informed Consent form that research subjects are asked to sign.

In addition, a Certificate of Confidentiality does **not** authorize the person to whom it is issued to refuse to reveal the name or other identifying characteristics of a research subject if

- a. the subject (or, if he or she is legally incompetent, his or her legal guardian) consents, in writing, to the disclosure of such information;
- b. authorized personnel of the Department of Health and Human Services (DHHS) request such information for audit or program evaluation, or for investigation of DHHS grantees or contractors and their employees; or

- c. release of such information is required by the federal Food, Drug, and Cosmetic Act or regulations implementing that Act.

#### **17.1.4 Application Procedures**

Any person engaged in research collecting sensitive information from human research subjects may apply for a Certificate of Confidentiality. For most research, Certificates are obtained from NIH. If NIH funds the research project, the investigator may apply through the funding Institute. However, even if the research is not supported with NIH funding, the investigator may apply for a Certificate through the NIH Institute or Center (IC) funding research in a scientific area similar to the project.

If the PI is conducting a sensitive research project that is covered by the AHRQ confidentiality statute (42 U.S.C. section 299a-1(c) entitled "limitation on use of certain information") or the Department of Justice confidentiality statute (42 USC section 3789g), then a CoC is not required.

If there is an Investigational New Drug Application (IND) or an Investigational Drug Exemption (IDE), the sponsor can request a CoC from the FDA.

For more information, see the NIH Certificates of Confidentiality Kiosk. (<http://grants.nih.gov/grants/policy/coc/index.htm>).

#### **17.2 Mandatory Reporting**

While any person may make a report if they have reasonable cause to believe that a child or elder was abused or neglected, Michigan law mandates that certain persons who suspect child or elder abuse or neglect report this to the Michigan Department of Social Services or relevant county social service office.

CMU policy requires the solicitation of informed consent from all adult research subjects and assent from children involved as research subjects, in addition to the consent of their parents. In situations where conditions of abuse or neglect might be revealed, mandated reporters should make themselves known as such to parents of children under age 18, to subjects who are children, and to subjects who are potential victims of abuse or neglect.

Michigan's Mandatory reporting Law can be found at MCL 722.623 et seq.

Investigators should consult these sources to determine if potential subjects should be advised of mandatory reporting requirements during the informed consent process.

#### **17.3 CMU Students and Employees as Subjects**

When CMU students and/or employees are being recruited as potential subjects, researchers must ensure that there are additional safeguards for these subjects. The voluntary nature of their participation must be primary and without undue influence on their decision. Researchers must emphasize to subjects that neither their academic status or grades, or their employment, will be affected by their participation decision.

To minimize coercion, investigators should avoid, whenever possible, the use of their students and employees in procedures that are neither therapeutic nor diagnostic. In these latter situations, investigators should solicit subjects through means such as bulletin board notices, flyers, advertisements in newspapers, and announcements in classes or laboratories **other than their own**. When entering a classroom to recruit students and conduct research (e.g. administer a survey), investigators must do so at the end of the class period to allow non-participating students the option of leaving the classroom, thereby alleviating pressure to participate.

## 17.4 Student Research

### 17.4.1 Human Subjects Research and Course Projects

Learning how to conduct ethical human subjects research is an important part of a student's educational experience. Research activities that are designed as part of a course requirement for purposes of learning experience only and are **NOT *designed to develop or contribute to generalizable knowledge*** will generally NOT require IRB review and approval if all of the following conditions are true:

- a. Results of the research are not made public through presentation (outside of the context of the classroom) and are not published in paper or electronic format (e.g., cannot be made available on the internet, cannot be published in a journal, etc.).
- b. Research procedures pose no more than minimal risk.
- c. Vulnerable populations are not targeted (e.g., children under age 18, prisoners, persons who are cognitively impaired, etc.).
- d. Data collected are recorded in such a manner that the subjects are not identifiable (Images in videotapes and photographs and voices on audiotape are identifiable and, therefore, can't be used.)
- e. When appropriate, an informed consent process is in place.

**Responsibility of the Course Instructor:** The course instructor is responsible for communicating to the students the ethics of human subjects research, for ensuring the protection of human subjects (including a process is in place for obtaining voluntary informed consent from research subjects when appropriate), and for monitoring the students' progress.

When designing a project, students should be instructed on the ethical conduct of research and on the preparation of the IRB application when such is required. In particular, instructors and students should

- a. understand the elements of informed consent;
- b. develop appropriate consent documents;
- c. plan appropriate strategies for recruiting subjects;
- d. identify and minimize potential risks to subjects;
- e. assess the risk-benefit ratio for the project;
- f. establish and maintain strict guidelines for protecting confidentiality; and

g. allow sufficient time for IRB review (if necessary) and completion of the project.

In determining whether a class research project requires IRB review, the instructor is encouraged to err on the side of caution and to contact the IRB office for assistance.

### **Individual Research Projects Conducted by Students**

Senior theses, masters and advanced degree research, and similar activities must be independently submitted for IRB review. It is important to keep in mind that any human subjects research activity that will ultimately contribute to part or all of a thesis, dissertation, or other type of publication or presentation must go through the IRB review process prior to enrolling subjects and collecting data. **IRB review cannot occur after a study has begun.**

Students and advisors should contact the IRB Office with any questions.

Students should also check with their department, program advisor, and the College of Graduate Studies to determine if there are additional requirements to be met that are not covered in this document.

### **17.4.2 Theses and Dissertations**

These research activities are considered to meet the federal definition of human subjects research and must be independently submitted to the IRB by the student-researcher's faculty advisor. However, when students conduct research as part of a course of study, *a faculty member ultimately is responsible for the protection of the subjects, even if the student is the primary researcher and actually directs the project.* Advisers assume the responsibility for students engaged in independent research, and instructors are responsible for research that is conducted as part of a course.

Students may not serve as PIs. They must have a faculty sponsor who fulfills the PI eligibility criteria and who will serve as PI and faculty advisor on the study.

### **17.5 Oral History**

The following is based on guidance received from OHRP:

A decision whether oral history or other activities solely consisting of open-ended qualitative-type interviews are subject to the policies and regulations outlined in an institution's FWA and HHS regulations for the protection of human research subjects (45 CFR 46) is based on the prospective intent of the investigator and the definition of "research" under HHS regulations at 45 CFR 46.102(d): "a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge."

Specifically, for the purposes of this policy, the evaluation of such activities hinges upon whether:

- a. The activity involves a prospective research plan that incorporates data collection, including qualitative data, and data analysis to answer a research question; and

- b. The activity is designed to draw general conclusions (i.e., knowledge gained from a study may be applied to populations outside of the specific study population), inform policy, or generalize findings.

To be subject to CMU's human research protections policies, the activity must meet both of the above standards. This determination will be made according to the procedures described in Section 7.1 above.

General principles for evaluating Oral History type activities:

- a. Oral history activities, such as open-ended interviews, that ONLY document a specific historical event or the experiences of individuals without intent to draw conclusions or generalize findings would NOT constitute "research" as defined by HHS regulations 45 CFR part 46.

Example: An oral history video recording of interviews with holocaust survivors is created for viewing in the Holocaust Museum. The creation of the video tape does NOT intend to draw conclusions, inform policy, or generalize findings. The sole purpose is to create a historical record of specific personal events and experiences related to the Holocaust and provide a venue for Holocaust survivors to tell their stories.

- b. Systematic investigations involving open-ended interviews that are designed to develop or contribute to generalizable knowledge (e.g., designed to draw conclusions, inform policy, or generalize findings) WOULD constitute "research" as defined by HHS regulations at 45 CFR part 46.

Example: An open-ended interview of surviving Gulf War veterans to document their experiences and to draw conclusions about their experiences, inform policy, or generalize findings.

3. Oral historians and qualitative investigators may want to create archives for the purpose of providing a resource for others to do research. Since the intent of the archive is to create a repository of information for other investigators to conduct research as defined by 45 CFR part 46, the creation of such an archive WOULD constitute research under 45 CFR part 46.

Example: Open-ended interviews are conducted with surviving Negro League Baseball players to create an archive for future research. The creation of such an archive would constitute research under 45 CFR part 46 since the intent is to collect data for future research.

Investigators are advised to consult with the IRB Office regarding whether their oral history project requires IRB review.

## **17.6 Genetic Studies**

Genetic research studies may create special risks to human subjects and their relatives. These involve medical, psychosocial, and economic risks, such as the possible loss of privacy, insurability, and employability, change in immigration status and limits on education options, and may create a social stigma. Knowledge of one's genetic make-up may also affect one's knowledge of the disease risk status of family members.

In studies involving genetic testing, several questions need to be addressed

- a. Will test results be given?
- b. Will disease risk be quantified, including the limits on certainty of the testing?
- c. Will a change in a family relationship be disclosed, such as mistaken paternity?
- d. Does the subject or family member have the option not to know the results? How will this decision be recorded?
- e. Could other clinically relevant information be uncovered by the study? How will disclosure of this added information occur?
- f. Do any practical limitations exist on the subject's right to withdraw from the research, withdraw data, and/or withdraw DNA?
- g. Is the subject permitted to participate in the study while refusing to have genetic testing (such as in a treatment study with a genetic testing component)?

For DNA banking studies, several questions need to be addressed:

- a. Will DNA be stored or shared? If shared, will the subject's identity be known by the new recipient investigator?
- b. Will the subject be contacted in the future by the investigator to obtain updated clinical information?
- c. How can the subject opt out of any distribution or subsequent use of his/her genetic material?

### **17.7 Research Involving Coded Private Information or Biological Specimens** (*Best Practice*)

CMU policy is based on the OHRP guidance document entitled, “**Guidance on Research Involving Coded Private Information or Biological Specimens**” (August 10, 2004 <http://www.hhs.gov/ohrp/humansubjects/guidance/cdebiol.pdf>). This document

- a. Provides guidance as to when research involving coded private information or specimens is or is not research involving human subjects, as defined under HHS regulations for the protection of human research subjects [See 45 CFR part 46].
- b. Reaffirms OHRP policy that, under certain limited conditions, research involving **only** coded private information or specimens is not human subjects research.
- c. Provides guidance on who should determine whether human subjects are involved in research.

For purposes of this policy, *coded* means that (a) identifying information (such as name or Social Security number) that would enable the investigator to readily ascertain the identity of the individual to whom the private information or specimens pertain has been replaced with a number, letter, symbol, or combination thereof (i.e., the code); and (b) a key to decipher the code exists, enabling linkage of the identifying information to the private information or specimens.

Under the definition of human subject in Section 2 of this policy, “obtaining” identifiable private information or identifiable specimens for research purposes constitutes human subjects research. “Obtaining” means receiving or accessing identifiable private information or identifiable specimens for research purposes. This includes an investigator’s use, study, or analysis for research purposes of identifiable private information or identifiable specimens already in the possession of the investigator.

In general, private information or specimens are considered to be individually identifiable when they can be linked to specific individuals by the investigator(s) either directly or indirectly through coding systems. Private information or specimens are not considered to be individually identifiable when they cannot be linked to specific individuals by the investigator(s) either directly or indirectly through coding systems.

Research involving **only** coded private information or specimens does **not** involve human subjects if the following conditions are both met:

- a. the private information or specimens were not collected specifically for the currently proposed research project through an interaction or intervention with living individuals; **and**
- b. the investigator(s) cannot readily ascertain the identity of the individual(s) to whom the coded private information or specimens pertain because, for example,
  - (i) the key to decipher the code is destroyed before the research begins;
  - (ii) the investigators and the holder of the key enter into an agreement prohibiting the release of the key to the investigators under any circumstances, until the individuals are deceased (note that the HHS regulations do not require the IRB to review and approve this agreement); data use agreement
  - (iii) there are IRB-approved written policies and operating procedures for a repository or data-management center that prohibit the release of the key to the investigators under any circumstances, until the individuals are deceased; or
  - (iv) there are other legal requirements prohibiting the release of the key to the investigators, until the individuals are deceased.

In some cases an investigator who obtains coded private information or specimens about living individuals under one of the conditions cited in b(i)-(iv) above may (a) unexpectedly learn the identity of one or more living individuals, or (b) for previously unforeseen reasons now believe that it is important to identify the individual(s). If, as a result, the investigator knows, or may be able to readily ascertain, the identity of the individuals to whom the previously obtained private information or specimens pertain, then the research activity now would involve human subjects. Unless this human subjects research is determined to be exempt (See Section 7.3), IRB review of the research would be required. Informed Consent of the subjects also would be required unless the IRB approved a waiver of Informed Consent (See Section 9.3).

### **17.7.1 Who Should Determine Whether Coded Private Information or Specimens Constitutes Human Subjects Research**

The investigator in consultation with the IRB Chair or RCO will determine if the research involving coded information or specimens requires IRB review. If the request is verbal (by phone or in person) or by email, it is the investigator's responsibility to maintain documentation of such a decision. If the investigator submits a formal submission, the request must include sufficient documentation of the activity to support the determination. Formal submissions will be responded to in writing and a copy of the submitted materials and determination letter/email will be kept on file.

### **17.8 Case Reports Requiring IRB Review**

In general, an anecdotal report on a series of patients seen in one's own practice and a comparison of these patients to existing reports in the literature is not research and would not require IRB approval. Going beyond one's own practice to seek out and report cases seen by other clinicians creates the appearance of a systematic investigation with the intent to contribute to generalizable knowledge and, therefore, would be considered research and would require IRB approval.

#### **17.8.1 Definitions**

**Single Case Report** – The external reporting (e.g., publication or poster/verbal presentation) of an interesting clinical situation or medical condition of a single patient. Case reports normally contain detailed information about an individual patient and may include demographic information and information on diagnosis, treatment, response to treatment, follow-up after treatment, as well as a discussion of existing relevant literature. The patient information used in the report must have been originally collected solely for non-research purposes as the result of a clinical experience.

**Case Series** – The external reporting (e.g., publication or poster/verbal presentation) of an interesting clinical situation or medical condition in a series of patients (i.e., more than one patient). Case series usually contain detailed information about each patient and may include demographic information and information on diagnosis, treatment, response to treatment, follow-up after treatment, as well as a discussion of existing relevant literature. The information used in the report must have been originally collected solely for non-research purposes as the result of a clinical experience.

### **17.9 International Research**

For international research where CMU is responsible for the conduct of the research in foreign countries, the IRB will review the research to assure adequate provisions are in place to protect the rights and welfare of the participants.

Approval of research is permitted if “the procedures prescribed by the foreign institution afford protections that are at least equivalent to those provided in 45 CFR 46.”

All policies and procedures that are applied to research conducted domestically should be applied to research conducted in other countries, as appropriate.

The CMU IRB must receive and review the foreign institution's or site's IRB review and approval of each study prior to the commencement of the research at the foreign institution or site.

For federally-funded research, approval of research for foreign institutions or sites "engaged" in research is only permitted if the foreign institution or site holds an Assurance with OHRP and local IRB review and approval are obtained.

Approval of research for foreign institutions or sites "not engaged" in research is only permitted if one or more of the following circumstances exist:

- a. When the foreign institution or site has an established IRB/IEC, the PI must obtain approval to conduct the research at the "not engaged" site from the site's IRB/IEC or provide documentation that the site's IRB/IEC has determined that approval is not necessary for the PI to conduct the proposed research at the site.
- b. When the foreign institution or site does not have an established IRB/IEC, a letter of cooperation must be obtained demonstrating that the appropriate institutional or oversight officials are permitting the research to be conducted at the performance site.
- c. IRB approval to conduct research at the foreign institution or site is contingent upon receiving documentation of the performance site's IRB/IEC determination or letter of cooperation, as applicable.
- d. It is the responsibility of the CMU PI and the foreign institution or site to assure that the resources and facilities are appropriate for the nature of the research.
- e. It is the responsibility of the CMU PI and the foreign institution or site to confirm the qualifications of the researchers and research staff for conducting research in that country(ies).
- f. It is the responsibility of the CMU PI and the foreign institution or site to ensure that the following activities will occur.
  - (i) Initial review, continuing review, and review of modification
  - (ii) Post-approval monitoring
  - (iii) Handling of complaints, non-compliance, and unanticipated problems involving risk to subjects or others.

The IRB will not rely on a local ethics committee that does not have policies and procedures for the activities listed above.

- g. It is the responsibility of the CMU PI and the foreign institution or site to notify the IRB promptly if a change in research activities alters the performance site's engagement in the research (e.g., performance site "not engaged" begins consenting research participants, etc.).
- h. The IRB will consider local research context when reviewing international studies to assure protections are in place are appropriate to the setting in which the research will be conducted.

- i. In the case where there is no local IRB review, the IRB may require an expert consultant, either from the local country where the research is conducted or from an international organization, with the expertise or knowledge required to adequately evaluate the research in light of local context.
- j. The informed consent documents must be in a language understandable to the proposed participants. Therefore, the IRB will review the document and a back translation of the exact content contained in the foreign language informed consent document which must be provided by the PI, with the credentials of the translator detailed in the IRB application or amendment form. Verification of the back translation should be made available for the IRB file.

### **17.9.1 Monitoring of Approved International Research**

The IRB is responsible for the ongoing review of international research conducted under its jurisdiction through the continuing review process in accordance with all applicable federal regulations.

When the IRB and a local ethics committee will both be involved in the review of research, there is a plan for coordination and communication with the local ECs.

The IRB will require documentation of regular correspondence between the CMU PI and the foreign institution or site and may require verification from sources other than the CMU PI that there have been no substantial changes in the research since its last review.

### **17.10 Community-Based Research (CBR)**

Community-based research is research that is conducted as an equal partnership between academic investigators and members of a community. In CBR projects, the community participates fully in all aspects of the research process. *Community* is often self-defined, but general categories of community include geographic community, community of individuals with a common problem or issue, or a community of individuals with a common interest or goal.

Where research is being conducted in communities, PIs are encouraged to involve members of the community in the research process, including the design and implementation of research and the dissemination of results when appropriate. The HRPP Office will assist the PI in developing such arrangements.

The following are some questions that PIs should ask as they develop CBR. These are also the questions that the IRB should consider when reviewing CBR. The questions are adapted from “Ethical Dilemmas in Community-Based Participatory Research: Recommendations for Institutional Review Boards,” by Sarah Flicker, Robb Travers, Adrian Guta, Sean McDonald, and Aileen Meagher, *Journal of Urban Health*. July 2007, vol. 84 (4): 478–493. doi: 10.1007/s11524-007-9165-7. Copyright © The New York Academy of Medicine, 2007.

## **17.10.1 CBR Questions**

### **Background, purpose, objectives**

- a. How was the community involved or consulted in defining the need?
- b. Who came up with the research objectives and how?
- c. Is this research really justified with respect to community concerns?
- d. Are there concrete action outcomes?
- e. Who benefits? How?

### **Research methodology**

- a. How will the community be involved in the research? At what levels?
- b. What training or capacity-building opportunities will be built in?

### **Procedures**

- a. Will the methods used be sensitive and appropriate to various communities (consider literacy issues, language barriers, cultural sensitivities, etc.)?
- b. How will scientific rigor and accessibility be balanced?

### **Participants**

- a. Are the appropriate people being included to get the questions answered (e.g., service providers, community members, leaders etc.)?
- b. How will the research team protect vulnerable groups?
- c. Will the research process include or engage marginalized or disenfranchised community members? How?
- d. Is there a reason to exclude some people? Why?

### **Recruitment**

- a. What provisions have been put in place to ensure culturally-relevant and appropriate recruitment strategies and materials?
- b. Have “power” relationships been considered in the recruitment strategies to minimize coercion?
- c. Who approaches people about the study and how?

### **Risks and benefits**

- a. What are the risks and benefits of the research for communities? For individuals?
- b. Are the risks (including risks to the community) being presented honestly?
- c. How will risks be minimized?

### **Privacy and confidentiality**

- a. Where will data be stored? Who will have access to the data? How?

- b. What processes will be put in place to be inclusive about data analysis and yet maintain privacy of participants?
- c. What will be the rules for working with transcripts or surveys with identifying information?
- d. How will boundaries between multiple roles (e.g., researcher, counselor, peer) be maintained?

### **Compensation**

- a. How will people be reimbursed for their time and honored for their efforts without it becoming coercive?
- b. How will compensation be approached?
- c. What provisions have been made for minimizing barriers to participation (e.g., providing for food, travel, childcare)?
- d. Who is managing the budget? How are these decisions negotiated?

### **Conflicts of interest**

- a. What happens when the PI/research staff is the friend, peer, service provider, doctor, nurse, social worker, educator, funder, etc.?
- b. How will power differentials be appropriately acknowledged and negotiated?

### **Informed consent process**

- a. What does informed consent mean for “vulnerable” populations (e.g., children, mentally ill, developmentally challenged)?
- b. What processes are in place for gathering individual consent?
- c. Is written informed consent being obtained? If not, explain why.
- d. What processes are in place for gathering community consent?
- e. Where minors are to be included as participants, how will assent be obtained?
- f. Are the consent processes culturally sensitive and appropriate for the populations being included?

### **Outcomes and results**

- a. How will the research be disseminated to academic audiences?
- b. How will the research be disseminated to community audiences?
- c. What are the new ways that this research will be acted upon to ensure community/policy/social change?

### **Ongoing reflection and partnership development**

- a. Is there a partnership agreement or memorandum of understanding to be signed by all partners that describes how they will work together?
- b. What internal process evaluation mechanisms are in place?

- c. When plans change to accommodate community concerns (as they invariably do in CBR), how will this be communicated to the IRB?

### **17.11 Research in Schools**

Research conducted in schools involves the same basic principles as any other research involving human subjects. However, there are some specific questions that need to be addressed with regard to application of these principles.

- a. Is it human subjects research?
- b. Is it covered by the Common Rule?
- c. Who are the subjects?
- d. Who gives permission/consent?
- e. Does the school need an FWA?
- f. Is it coercive?

#### **Question #1: Is it human subjects research?**

**Research** – A systematic investigation designed to develop or contribute to generalizable knowledge [See 46.102 (d)].

Education research designed to improve a teacher’s practice or evaluate an education program for a school generally does not meet this definition

**Note: school-based research conducted as part of consulting is generally not considered as coming under the auspices of the university and would not require review by the CMU IRB.**

#### **Question #2: Is it covered by the Common Rule?**

##### **Exempt Research**

- a. Some research is “exempt” from federal regulations [See 46.101(b)].
- b. Institutions (not investigators) must certify that the research qualifies as “exempt.”

##### **Research that is “exempt” includes**

- a. Normal educational practices in established educational settings. The regulations do not define “normal educational practices” or “established educational settings”
- b. Surveys and interviews with minors are never exempt.

#### **Question #3: Who are the subjects?**

- a. Human Subject: a living individual about whom an investigator conducting research obtains
  - (i) data through intervention or interaction with the individual, or
  - (ii) identifiable private information [See 46.102 (f)].

- b. Sometimes students are the subjects, sometimes teachers are the subjects, and sometimes both are subjects. It depends on interaction and what information is gathered.

#### **Question #4: Who gives permission/consent?**

##### **School permission**

- a. Research should never be carried out without school permission.
- b. In most jurisdictions, principals and teachers do not have the authority to grant permission for research to be conducted in a school; only school districts have that authority.
- c. Check local and state laws.

##### **Parental permission/Assent**

- a. Schools do not have the authority to grant permission for children to participate in research; only parents or guardians have that authority.
- b. Generally, assent of the children and permission of their parents or guardians is required.
- c. The requirements for assent of the children and/or permission of their parents or guardians may be waived by the IRB as long as the criteria for waiving consent in the regulations are met [See 46.408 (a) and (b)].
- e. Parental permission is generally documented by a signed form, unless waived by the IRB.
- f. “Passive Consent” is NOT consent and can only be used when the IRB waives the requirement for consent.
- g. If parental permission and assent are obtained, non-coercive provisions must be made for students who aren’t participating.
- h. If students must complete the activity for educational purposes, then provision must be made for them and/or their parents to opt out of having their data included.

##### **FERPA & PPRA**

- a. Regulations relating privacy and research.
- b. Family Educational Rights and Privacy Act (FERPA) [“The Buckley Amendment”].
- c. Protection of Pupil Rights Amendment (PPRA).

##### **FERPA**

- a. A federal law that protects the privacy of student education records.
- b. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
- c. FERPA gives parents certain rights with respect to their children's education records.

- d. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level.
- e. Generally, schools must have written permission from the parent or eligible student to release any information from a student's education record.
- f. Schools may disclose records to organizations conducting certain studies for or on behalf of the school.
- g. Schools may disclose, without consent, "directory" information.

### **PPRA**

- a. Schools and contractors must make instructional materials available for inspection by parents if those materials will be used in connection with an ED-funded survey, analysis, or evaluation in which their children participate.
- b. Schools and contractors must obtain written parental consent before minor students are required to participate in any ED-funded survey, analysis, or evaluation that reveals information in seven categories:
  - (i) Political affiliations.
  - (ii) Mental and psychological problems potentially embarrassing to the student and his/her family.
  - (iii) Sex behavior and attitudes.
  - (iv) Illegal, anti-social, self-incriminating and demeaning behavior.
  - (v) Critical appraisals of other individuals with whom respondents have close family relationships.
  - (vi) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers.
  - (vii) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

The No Child Left Behind Act of 2001 (Public Law 107-110) amended the Protection of Pupil Rights Amendment (PPRA), which concerns surveys of students, in two ways:

- a. First, it added an eighth category to the categories of protected information in surveys of children that were already covered by PPRA (i.e., religious practices, affiliations or beliefs of student or student's parent).
- b. Second, it gave parents new rights with regard to the surveying of students who are children; the collection, disclosure, or use of information from students for marketing purposes; and certain non-emergency medical examinations.

PPRA, as amended, has two sets of requirements for surveys:

- a. Requirements that apply to "protected information" surveys that are funded in whole or in part by the U.S. Department of Education.
- b. Requirements that apply to "protected information" surveys that are funded by sources other than the U.S. Department of Education and that are administered or

distributed by education institutions that receive funds from any Department of Education program (i.e., public elementary and secondary schools and some private schools).

If ED-funded a PPRA survey or if it is a FERPA record, the IRB cannot waive written consent.

Additional Information:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, D.C. 20202-4605  
(202) 260-3887  
<http://www.ed.gov/offices/OII/fpco/ferpa/>  
<http://www.ed.gov/offices/OII/fpco/ppra/>

### **Consent of Teachers**

If teachers are subjects (e.g., private identifiable information on teachers obtained), then teachers must give voluntary consent.

### **Question #5: Does the school need an FWA?**

#### **Assurances**

- a. Required from each institution “engaged” in the research [See 46.103(a)].
- b. See OHRP guidance on when institutions are engaged in research:  
<http://ohrp.osophs.dhhs.gov/humansubjects/assurance/engage.htm>

#### **Engagement**

Institutions become "engaged" in human subjects research whenever their employees or agents

- a. intervene or interact with living individuals for research purposes; or
- b. obtain, release, or access individually identifiable private information for research purposes.

Depending on the school’s involvement, it may need an FWA.

### **Question #6: Is it coercive?**

#### **Coercion**

- a. When teachers conduct research on their own students, it may be considered coercive.
- b. Teachers should generally avoid doing research on their own students.
- c. If it is necessary, then steps need to be taken to ensure that there is minimal coercion.

## **Summary**

- a. Some classroom research is human subjects research and is covered by the Common Rule.
- b. Students, teachers, or both may be human subjects.
- c. Research should not be conducted without school approval.
- d. Parental permission, student assent, and teacher consent are generally required.
- e. Schools may need an FWA.
- f. Classroom research may be considered coercive.

Criterion 2 Evidence  
Laboratory and Field Safety



## Office of Laboratory and Field Safety

Central Michigan University is committed to providing safe, healthy laboratory environments and field work experiences. As part of this commitment, our faculty and staff are active in creating and maintaining safety programs with the support of the Deans, Vice President of Research, and Provost.

### Office of Laboratory and Field Safety Staff:

Jennifer Walton, Ph.D., CIH  
Director  
Foust Hall 104  
989.774.4189  
[ehlerja@cmich.edu](mailto:ehlerja@cmich.edu)

Kevin Russell, MT(ASCP), CHSP  
Industrial Hygienist  
Foust Hall 108D  
989.774.3215  
[russelk@cmich.edu](mailto:russelk@cmich.edu)

Tom Schultz M.S.  
Lab Manager/Biosafety Officer  
Brooks Hall 132  
989.774.3279  
[schulte@cmich.edu](mailto:schulte@cmich.edu)

Shannon Nichols  
Student Assistant  
Foust Hall 104  
989.774.4474  
[labfieldsafety@cmich.edu](mailto:labfieldsafety@cmich.edu)

### Lab Start Up Items:

1. New lab workers must receive a site-specific orientation to the lab space. This must be documented using the [Lab Safety Training Record](#) and forwarded to Shannon Nichols, Student Assistant (Foust 104 or [labfieldsafety@cmich.edu](mailto:labfieldsafety@cmich.edu)).
2. Every lab door must have a posting with the names of responsible individuals. This is critical information that is needed when emergencies occur in the lab space or when safety issues arise. This must be documented and posted on the lab door using the [Lab Door Sign Template](#). See [Instructions](#) for assistance.
3. Lab are regulated by Michigan Department of Licensing and Regulatory Affairs - Michigan Occupational Safety & Health Administration (MIOSHA). The location of Safety Data Sheets (SDS) must be documented on a sign and posted in the lab space using the [Right to Know Safety Data Sheet Posting](#).
4. For unattended lab operations, lab workers must fill out an [Unattended Lab Operations](#) form and post near the area of operations for responding officials to get information in the event of an emergency.

## Office of Laboratory and Field Safety

- > [Art Safety](#)
- > [Biological Safety](#)
- > [Chemical Safety](#)
- > [Field Safety](#)
- > [Hazardous Waste Disposal](#)
- > [Helpful Links](#)
- > [Laser Safety](#)
- > [Radiation Safety](#)
- > [Training](#)

[Risk Management](#)

Criterion 2 Evidence  
Michigan Constitution

**NAVIGATE STATUTES**

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CONSTITUTION OF THE STATE OF MICHIGAN OF 1963

PREAMBLE

We, the people of the State of Michigan, grateful to Almighty God for the blessings of freedom, and earnestly desiring to secure these blessings undiminished to ourselves and our posterity, do ordain and establish this constitution.

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Document	Type	Description
CONSTITUTION-I	Division	ARTICLE I DECLARATION OF RIGHTS (Article I § 1...§ 27)
CONSTITUTION-II	Division	ARTICLE II ELECTIONS (Article II § 1...§ 10)
CONSTITUTION-III	Division	ARTICLE III GENERAL GOVERNMENT (Article III § 1...§ 8)
CONSTITUTION-IV	Division	ARTICLE IV LEGISLATIVE BRANCH (Article IV § 1...§ 54)
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CONSTITUTION-VI	Division	ARTICLE VI JUDICIAL BRANCH (Article VI § 1...§ 30)
CONSTITUTION-VII	Division	ARTICLE VII LOCAL GOVERNMENT (Article VII § 1...§ 34)
CONSTITUTION-VIII	Division	ARTICLE VIII EDUCATION (Article VIII § 1...§ 9)

Article VIII § 4

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Jump to the first occurrence of "central"

STATE CONSTITUTION (EXCERPT) CONSTITUTION OF MICHIGAN OF 1963

§ 4 Higher education institutions; appropriations, accounting, public sessions of boards.

Sec. 4.

The legislature shall appropriate moneys to maintain the University of Michigan, Michigan State University, Wayne State University, Eastern Michigan University, Michigan College of Science and Technology, Central Michigan University, Northern Michigan University, Western Michigan University, Ferris Institute, Grand Valley State College, by whatever names such institutions may hereafter be known, and other institutions of higher education established by law. The legislature shall be given an annual accounting of all income and expenditures by each of these educational institutions. Formal sessions of governing boards of such institutions shall be open to the public.

History: Const. 1963, Art. VIII, § 4, Eff. Jan. 1, 1964

Former Constitution: See Const. 1908, Art. XI, § 10.

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**NAVIGATE SECTIONS**

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Criterion 2 Evidence  
Nondiscrimination Policy

# Board of Trustees Nondiscrimination Policy

taken from

[https://www.cmich.edu/office\\_president/OCRIE/Secure/Pages/Nondiscrimination\\_Policy.aspx](https://www.cmich.edu/office_president/OCRIE/Secure/Pages/Nondiscrimination_Policy.aspx)

Central Michigan University is an affirmative action/equal opportunity institution. It encourages diversity and provides equal opportunity in education, employment, all of its programs, and the use of its facilities. It is committed to protecting the constitutional and statutory civil rights of persons connected with the university.

Unlawful acts of discrimination or harassment by members of the campus community are prohibited. In addition, even if not illegal, acts are prohibited if they discriminate against any university community member(s) through inappropriate limitation of access to, or participation in, educational, employment, athletic, social, cultural, or other university activities on the basis of age, color, disability, gender, gender identity/gender expression, genetic information, height, marital status, national origin, political persuasion, race, religion, sex, sexual orientation, veteran status, or weight. Limitations are appropriate if they are directly related to a legitimate university purpose, are required by law or rules of associations to which the Board of Trustees has determined the university will belong, are lawfully required by a grant or contract between the university and the state or federal government. Limitations of current facilities related to gender identity/gender expression are excluded from this policy.

The president is directed to promulgate practices and procedures to realize this policy. The procedures shall include the identification of an office to which persons are encouraged to report instances of discrimination and a process for the investigation and resolution of these reports/complaints.

# Criterion 2 Evidence

## OCRIE



## Office of Civil Rights and Institutional Equity

CMU, an AA/EO institution, strongly and actively strives to increase diversity and provide equal opportunity within its community. CMU does not discriminate in employment against persons based on age, color, disability, gender, gender identity/gender expression, genetic information, familial status, height, marital status, national origin, political persuasion, race, religion, sex, sexual orientation, veteran status, or weight.

Affirmative action is a set of specific and results-oriented measures taken to bring about equal opportunity. At CMU, the Office of Civil Rights and Institutional Equity coordinates and monitors the university's affirmative action/equal opportunity efforts and programs to assure compliance with the Americans with Disabilities Act, Title VII of the 1964 Civil Rights Act, Executive Order 11246 and other relevant state and federal statutes.

The office supervises the maintenance of related reports and records, provides and develops related educational programs and materials, offers guidance and advice to all community members on the University's nondiscrimination and affirmative action policies and procedures, assists departments with recruitment and retention activities, and receives and resolves complaints of discrimination from students, employees and others.

To view the Board of Trustees Nondiscrimination Policy, see [https://www.cmich.edu/office\\_president/OCRIE/Pages/Nondiscrimination-Statement.aspx](https://www.cmich.edu/office_president/OCRIE/Pages/Nondiscrimination-Statement.aspx).

If you need assistance, please [contact us](#).

- [Mission Statement](#)
- [Notice of Rights](#)

## Office of Civil Rights and Institutional Equity

- ▶ [Contact Information](#)
- ▶ [Nondiscrimination Policy](#)
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- ▶ ["EEO is the Law" Poster](#)

Criterion 2 Evidence  
Represented Groups Contracts and Handbooks



## Contracts and Handbooks

[Click here for a list of employee group representatives.](#)

### Represented Group Contracts

- [Office Professional](#) - The contract CMU has with the UAW covers approximately 331 support staff and office professional positions.
- [Police](#) - The contract that CMU has with POAM covers 15 patrol officers.
- [Sergeant](#) - The contract that CMU has with The Fraternal Order of Police Labor Council covers 4 sergeants.
- [Broadcast](#) - The contract CMU has with NABET covers approximately 28 employees in CMU's Public Broadcasting department.
- [Supervisory Technical](#) - The contract CMU has with the MEA-NEA covers approximately 124 employees across a wide range of supervisory technical positions from the office supervisor to supervisors of skilled trades.
- [Service Maintenance](#) - The contract CMU has with AFSCME covers approximately 196 employees such as custodial, groundskeepers, skilled trades, warehouse workers and others.
- [Regular Faculty](#) (approx. 635) are represented by the Central Michigan University Faculty Association.
- [Fixed-Term Faculty](#) (approx. 368) are represented by The Union of Teaching Faculty, AFT Michigan, AFL/CIO.
- [Graduate Students](#) are represented by the Graduate Student Union.

### Handbooks

- [Senior Officers \(PDF Version\)](#) - There are approximately 40 Senior Officers.
- [Professional and Administrative \(PDF Version\)](#) - There are approximately 740 P&A employees.

## HR Employee Relations

- > [Contracts and Handbooks](#)
- > [Progressive Discipline](#)
- > [Right to Work FAQ](#)

approximately 124 employees across a wide range of supervisory technical positions from the office supervisor to supervisors of skilled trades.

- [Service Maintenance](#) - The contract CMU has with AFSCME covers approximately 196 employees such as custodial, groundskeepers, skilled trades, warehouse workers and others.
- [Regular Faculty](#) (approx. 635) are represented by the Central Michigan University Faculty Association.
- [Fixed-Term Faculty](#) (approx. 368) are represented by The Union of Teaching Faculty, AFT Michigan, AFL/CIO.
- [Graduate Students](#) are represented by the Graduate Student Union.

#### Handbooks

- [Senior Officers](#) (PDF Version) - There approximately 40 Senior Officers.
- [Professional and Administrative](#) (PDF Version) - There are approximately 740 P&A employees.

#### Other handbooks

- [Hiring Handbook](#)
- [Progressive Discipline - A Supervisor's Guide to Managing Performance](#)

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# Criterion 2 Evidence Research Compliance



## Office of Research Compliance

Central Michigan University requires faculty and other researchers to observe the highest standards of professional conduct in all scholarly, research, and creative activities.

### Boards/Committees

To ensure compliance with federal, state, and university requirements for conducting research, CMU has established several boards/committees that are charged with the oversight of research conducted in their respective areas.

#### Human Research Protection Program: Institutional Review Board (IRB)

Foust Hall 104 [989-774-6401](tel:989-774-6401)

CMU has policies and procedures that govern research involving the participation of humans as subjects. Research encompasses work that is conducted on or off campus and includes questionnaires, interviews, test, observations, surveys, and other experiments, regardless of the content or routine nature of the subject's involvement and even if this work is preliminary to a more extensive study. All research involving human subjects must be approved by the Institutional Review Board (IRB). The Vice President for Research is the Institutional Official (IO) for the Human Research Protection Program. The Director of the Office of Research Compliance is the Human Research Protection Administrator.

#### Institutional Animal Care and Use Committee (IACUC)

Foust Hall 108 [989-774-7313](tel:989-774-7313)

CMU policy specifies that all vertebrate animals under university care will be treated humanely and that the university will comply with federal and state regulations regarding animal care and use. Responsibility for assuring institutional compliance with state and federal regulations has been delegated to the Vice President for Research, who is advised by the Institutional Animal Care and Use Committee.

## Office of Research Compliance

- [Research Compliance Staff](#)
- [Institutional Review Board](#)
- [Institutional Animal Care and Use Committee](#)
- [Institutional Biosafety Committee](#)
- [Controlled Substances in Research](#)
- [Export Controls](#)
- [New Faculty Orientation](#)
- [CITI Training](#)
- [Report a Research Concern](#)

**Institutional Biosafety Committee (IBC): Recombinant DNA**

Brooks Hall 132    [989-774-3279](tel:989-774-3279)

CMU and researchers must abide by the National Institutes of Health's *Guidelines for Research Involving Recombinant DNA Molecules*. All recombinant DNA projects must also be approved by the CMU Institutional Biosafety Committee and have a completed and signed Recombinant DNA Agreement Statement on file before initiating the research.

**Other Offices with Compliance Responsibilities**

**Bloodborne Pathogens, HIV, HBV**

Exposure Control Officer--Risk Management, Environmental Health and Safety  
Smith Hall 103    [989-774-3741](tel:989-774-3741)

**Biological, Chemical, or Radiation Hazards**

Director--Office of Laboratory and Field Safety  
Foust Hall 104    [989-774-4182](tel:989-774-4182)

[Report a Research Concern](#)

cmich.edu



Criterion 2 Evidence  
Responsible Use of Computing

Title/Subject: **RESPONSIBLE USE OF COMPUTING**

Applies to:  faculty  staff  students  student employees  visitors  contractors

Effective Date of This Revision: December 1, 2008

Contact for More Information: Office of Information Technology

Board Policy  Administrative Policy  Procedure  Guideline

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## I. POLICY STATEMENT

It is the policy of the University to provide and maintain computing, networking and telecommunications technologies to support the education, research, and work of its student, faculty, and staff. The University respects the rights of users to express their own opinions in their personal communications using the computer systems. To preserve the security, availability, and integrity of CMU computing resources, and to protect all users' rights to an open exchange of ideas and information, this policy sets forth the responsibilities of each member of the CMU community relative to the use of these resources. To accomplish these ends, this policy also supports resolution of complaints raised under this policy.

Every user of CMU computing resources must be aware that violations of this policy may result in revocation of access, suspension of accounts, disciplinary action, or prosecution, and that evidence of illegal activity will be turned over to the appropriate authorities. It is the responsibility of each member of the CMU community to read and observe this policy and all applicable laws and procedures. Any violations of this policy should be reported by e-mail to the CMU Security Incident Response Team (CMU-SIRT) at [abuse@cmich.edu](mailto:abuse@cmich.edu) or by phone to the Chief Information Officer (CIO) in the Office of Information Technology (OIT) at 989.774.1474.

Campus units that manage their own computers may add, with the approval of the appropriate senior officer, individual guidelines which supplement, but do not change, the intent of these policies.

The computing, networking and telecommunications technologies established or maintained by CMU are the property of CMU, as are any software licenses purchased with university funds. The computer records created or maintained by employees and contained in these systems - including documents, email, listserv archives, text messages, and voice mail - are the property of CMU. Exceptions to CMU ownership of such records include those addressed through grant or contractual relationships with external agencies or those in which ownership rights are transferred through other CMU policies, such as the Intellectual Property Rights Policy. Information concerning the retention of such records is available in the CMU Records Retention schedule at <http://www.ia.cmich.edu/RecordRetention/>.

## II. SCOPE AND APPLICABILITY OF THIS POLICY

Anyone using or accessing CMU computers, networks, systems or data is subject to the provisions of this policy. CMU faculty, staff, emeritus faculty and staff, registered students, alumni, and approved guests are permitted to use CMU's computing and networking services, but are subject to the terms of this policy during that use. Individuals who use personally-owned equipment while connected to the university network are subject to the provisions of this policy while connected to the network. Use of CMU's computing and networking facilities and equipment by unauthorized persons is prohibited. Any user can report a violation of this policy by email to the CMU Security Incident Response Team (CMU-SIRT) at [abuse@cmich.edu](mailto:abuse@cmich.edu) or by phone to the Chief Information Officer (CIO) in the Office of Information Technology at

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Authority: M. Rao, President

History: Rules for Computing & Networking Resources, 8-28-97

Indexed as: Computer Use; Networking; Telecommunication Technologies; Data Use; Privacy of Computer Records

Title/Subject: **RESPONSIBLE USE OF COMPUTING**

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989.774.1474. Other responsibilities of users are detailed in "Rules of Use" below.

CMU Technical Staff who are specifically hired to maintain CMU's computing and networking resources have special privileges and special responsibilities under this policy. These staff are required to keep confidential any personal information that they come in contact with in the course of performing their duties, but are also required to report any known misuse or abuse of computing and network resources. They have been granted extraordinary powers to override or alter access controls, configurations, and passwords, which they must exercise with great care and integrity. In addition to following the tenets of this policy, CMU Technical Staff are expected to abide by the code of ethics identified and maintained by the SAGE Organization at <http://www.sage.org/ethics/>. SAGE is a Special Interest Group of the [USENIX Association](#), which is the primary professional organization of systems administrators.

The CMU Systems Incident Response Team (CMU-SIRT) is primarily responsible for monitoring the health, integrity, and performance of the CMU network. As these duties overlap this policy, CMU-SIRT is also responsible for reviewing decisions of other CMU Technical Staff, responding to complaints, providing security advice, and periodically reviewing this policy. The CMU-SIRT is appointed by the CIO, is chaired by the OIT Director of Infrastructure and Security, and consists of two members of the OIT networking staff, two members of the OIT applications staff, and two CMU Technical Staff outside OIT. The CMU-SIRT will establish a dispatching procedure for routing complaints to the appropriate official or staff member for action. The CMU-SIRT monitors CMU systems and network activities, coordinates responses to abuses, provides technical assistance on security matters to CMU Technical Staff and university administrators, and issues security advisories. The CMU-SIRT is also responsible for periodically recommending improvements and clarifications to this policy to the CIO.

### III. RULES OF USE

Access to CMU computing resources is a privilege granted on a presumption that every member of the University community will exercise it responsibly. Because it is impossible to anticipate all the ways in which individuals can damage, interrupt, or misuse CMU computing facilities, this policy focuses on a few simple rules.

**RULE 1:** Use of CMU computing resources must be consistent with University priorities.

- a) CMU-SIRT will attach greatest priority to uses that support the academic, research, and business functions of the University. Such uses can include web browsing, chat sessions, and personal communications. The use of the network for entertainment purposes constitutes the lowest of its priorities and may be preempted should diversion of resources to a higher priority be deemed necessary. In order to maintain these priorities, the University reserves the right to limit the amount of resources an individual user consumes.
- b) A number of actions are specifically forbidden: engaging in illegal peer-to-peer file sharing or other illegal downloading; selling access to CMU computing resources; intentionally denying or interfering with any network resources, including spamming, jamming and crashing any computer; using or accessing any CMU computing resource, or reading or modifying files, without proper authorization; sending chain letters; and engaging in activities prohibited under the terms of the CMU Advocacy Policy or the CMU Solicitation and Fundraising Policy. (See VI. Related Policies below)

**RULE 2:** Users Must Not Impersonate Any Other Entity and Must Not Allow Anyone Else to Impersonate Them.

- a) Using CMU computing resources to impersonate someone else is wrong. Access to CMU systems and network using another user's logon credentials is fraudulent and prohibited by this policy. Similarly, mail or postings from CMU systems must not be sent anonymously.
- b) Users are responsible for the use of their logon credentials. Most CMU systems are designed so that log on credentials create an audit trail for important business processes. Sharing logon credentials with others circumvents this vital aspect of system integrity. For this reason, and to forestall potential abuse, users must keep their credentials private and not allow others to use them. OIT maintains a process for obtaining temporary access to required functionality across its systems. Requests for extended functionality must be directed to the CMU Help Desk at 989.774.3662.

Title/Subject: **RESPONSIBLE USE OF COMPUTING**

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**RULE 3: Users Must Honor the Privacy of Other Users.**

- a) Personal e-mail, electronic files maintained on University equipment and personal Web pages are part of a comprehensive electronic information environment. This environment creates unique privacy issues that involve federal and state laws as well as University policies.
- b) Users have the right to expect that their legitimate uses of computing and networking resources are confidential. CMU users who invade the privacy of others may have their access suspended and may also be subject to University disciplinary action through appropriate channels. Users must not access the contents of files of another user without authorization from that user.
- c) Users must not intercept or monitor any network communications not explicitly meant for them.
- d) Users must not create or use programs, hardware, or devices that collect information about other users without their knowledge and consent. Software on CMU computing resources is subject to the same guidelines for protecting privacy as any other information-gathering project at the University. Further, users may not disclose private information that they discover while accessing CMU systems, even if that access is for legitimate use.

**RULE 4: Users Must Not Perform Any Action on the Network That in Any Way Threatens the Network or any Systems or Data connected to it.**

- a) OIT maintains network quotas to support reasonable use, and users must not engage in any activity designed to circumvent these quotas. Users who have extraordinary bandwidth needs should work with OIT to address these needs.
- b) Users must not extend the CMU network without explicit permission from OIT. The unauthorized use of routers, switches, modems, wireless access points, and other devices can impact the security and stability of the network and is strictly prohibited. All network addresses in the form 141.209.XXX.XXX, or other address spaces as contracted by the university, must be registered with OIT.
- c) Users must not use CMU computing resources to attack computers, accounts, or other users by launching viruses, worms, Trojan horses, or other attacks on computers at CMU or elsewhere.
- d) Users must not perform unauthorized vulnerability scans on systems; such scanning is considered to be a hostile act.
- e) Because of the rapid pace of technological change, CMU-SIRT has extraordinary powers to interpret this rule and may apply it to any activity not identified here that threatens 1) the health of the CMU network, systems, or applications or 2) the integrity of data including personal information about users.

**RULE 5: Users must not use CMU computing resources to commit violations of federal law, state law or University policy.**

- a) Users must adhere to licensing agreements that the University has with its vendors. As an example, some software installed on University-owned computers is restricted by contract to educational uses by CMU faculty, staff, and students and may not be used for commercial, administrative, or other purposes. CMU has processes in place to verify that software is distributed in compliance with its contractual agreements, and those processes often explicitly ask CMU users to agree to the terms of CMU's license with the vendor. It is always incumbent on each CMU user, however, to ensure that their use of the software remains in compliance with the CMU license.
- b) Possession of a copy of CMU-licensed software does not imply personal ownership or unrestricted use of that software.

Title/Subject: **RESPONSIBLE USE OF COMPUTING**

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- c) Users who leave the University must relinquish any university licensed software, and, consistent with the university's Intellectual Property Rights Policy, all CMU-owned data. Questions about appropriate use of CMU-licensed software may be directed to the Chief Information Officer in the Office of Information Technology at 989.774.1474.
- d.) Users must not violate copyright laws. Such violations include, but are not limited to, illegal peer-to-peer file sharing and unauthorized downloading of copyrighted content (like movies, songs, TV shows, and other broadcasts).
- e) Users must not use CMU computing resources to harass others or to publish libelous statements. Various types of harassment, including sexual or racial, are proscribed by other University policies. (See Related Policies below)
- f) Users of CMU computing resources are subject to all federal and state obscenity laws. The use of university resources to access pornographic materials for non-work purposes may result in disciplinary action, up to and including termination.

#### IV. UNIVERSITY ACCESS TO DIGITAL INFORMATION

- a) CMU will exercise its right of access to the digital information of users only in the following circumstances.
- b) Those instances where the university has a legitimate "need to know." Examples include those where there is reasonable suspicion that: a user is using email to threaten or harass someone; a user is causing disruption to the network or other shared resources; a user is violating university policies, laws, or another user's rights; a student is engaged in academic dishonesty; or a faculty or staff member is in violation of the university's Research Misconduct Policy. "Need to know" access will be conducted by OIT staff only after securing the approval of the General Counsel. If access provides evidence of violation of law, this policy, or other University policies, the results of such access may be shared with other appropriate officials of the University.
- c) Those instances in which the university must comply with a Freedom of Information Act request, a subpoena, or a discovery request.
- d) Those instances in which an employee is absent from work and access to specific computer records is critical to continue the work of the University during their absence.
- e) Those instances in which access to university information is required in order for Technical Staff to carry out their administrative practices - e.g., backing up files, cleaning up trash or temporary files, searching for rogue programs, or conducting routine systems maintenance. This restriction does not apply to the collection of audit trails and usage logs by CMU Technical Staff. There are times, however, in the regular course of their jobs, when Technical Staff may come in contact with private or personally-identifiable information. In this event, CMU Technical Staff are responsible for keeping that information secure and must not divulge it to anyone unless they believe a breach of law or policy has occurred. Technical Staff are regularly reminded of this responsibility.

#### V. RELATED POLICIES

[Advocacy Policy](#)

[Solicitations and Fundraising Policy](#)

[Workplace Violence Policy](#)

Title/Subject: **RESPONSIBLE USE OF COMPUTING**

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## VI. COMPLIANCE

- a) Incidents that violate this policy may or may not require an immediate response. Those that pose immediate danger to persons, systems, or property will be addressed by the appropriate university agencies. Whether or not an incident requires immediate response, violations of this policy may result in revocation of access, suspension of accounts, disciplinary action, or prosecution. Evidence of illegal activity will be turned over to the appropriate authorities.
- b) Notices describing the essence of this policy will be displayed in computer labs on CMU premises; the same information will be given to new users and to each user on a regular basis. New users will be asked to indicate their agreement to this policy as a condition of activating their accounts and registering their computers for use on the CMU network.

## VII. AMENDMENTS AND ADDITIONS

The CIO may approve exceptions to this policy. All amendments and additions to this policy will be drafted by a committee convened by the CIO and will be reviewed and approved by the Provost and the President. Changes in this policy will be appropriately publicized.

*Central Michigan University reserves the right to make exceptions to, modify or eliminate this policy and or its content. This document supersedes all previous policies, procedures or guidelines relative to this subject.*

# Criterion 2 Evidence

## Risk Management

## Risk Management

### MISSION STATEMENT

The mission of the Risk Management Department is to minimize the adverse effects of loss due to accidents or other unforeseen events inflicted upon the business, physical and human assets of CMU.

### COMMITMENT TO SERVICE

Risk Management strives to provide financial protection and support services to all departments, employees, students and visitors of Central Michigan University. The success of the department in fulfilling its responsibilities requires close coordination with, and cooperation from, the University community for identification of potential risks and prompt notification of claims for losses sustained.

### SUPPORT SERVICES

Risk Management implements and provides leadership in planning and organizing programs to mitigate risk, including:

- Identifying and analyzing loss exposure.
- Examining alternative risk management techniques.
- Managing liability insurance policies.
- Processing and monitoring liability insurance claims.

This website is for your reference and guidance. If you require more information, please contact the Risk Management Office direct.



Jan Trionfi, Director  
Email: [trion1ja@cmich.edu](mailto:trion1ja@cmich.edu)  
Phone: (989)774-3581



Sarah Young-Kelsey, Executive Secretary  
Email: [young2sa@cmich.edu](mailto:young2sa@cmich.edu)  
Phone: (989)774-3741

## Risk Management

### > Risk Management

[Art Exhibition Information](#)

[Certificates of Insurance](#)

[Damage and Theft](#)

[Educational Trips](#)

[Foreign Travel](#)

[Forms](#)

[Injuries](#)

[Insurance Requirements](#)

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[Vehicle Usage](#)

[Additional Links](#)

[Foreign Travel Contact Information](#)

### > Environmental Health & Safety



Criterion 2 Evidence  
Schedule of Findings FY2014

# Central Michigan University

## Schedule of Findings and Questioned Costs Year Ended June 30, 2014

### Section I - Summary of Auditor's Results

#### Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified?  Yes  No
- Significant deficiency(ies) identified that are not considered to be material weaknesses?  Yes  None reported

Noncompliance material to financial statements noted?  Yes  No

#### Federal Awards

Internal control over major programs:

- Material weakness(es) identified?  Yes  No
- Significant deficiency(ies) identified that are not considered to be material weaknesses?  Yes  None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Circular A-133?  Yes  No

Identification of major programs:

CFDA Numbers	Name of Federal Program or Cluster
84.033, 84.038, 84.268, 84.007, 84.063, 84.379 84.047A, 84.217A 84.027	Student Financial Assistance Cluster TRIO Cluster Special Education Cluster (IDEA)

Dollar threshold used to distinguish between type A and type B programs: \$300,000

Auditee qualified as low-risk auditee?  Yes  No

# Central Michigan University

## Schedule of Findings and Questioned Costs (Continued) Year Ended June 30, 2014

### Section II - Financial Statement Audit Findings

None

### Section III - Federal Program Audit Findings

Reference

Number

Finding

2014-001 **Program Name** - Student financial assistance cluster (84.033, 84.038, 84.268, 84.007, 84.063, 84.379)

**Pass-through Entity** - N/A

**Finding Type** - Significant deficiency

**Criteria** - Changes in a student's status are required to be reported to the National Student Loan Data System (NSLDS) or the guaranty agency within 30 days of the change or included in a student status confirmation report sent to NSLDS within 60 days of the status change (34 CFR Section 682.610).

**Condition** - Testing identified students whose status changes were reported after 60 days of the withdrawal or graduation date.

**Questioned Costs** - None

**Context** - Of the 40 students selected for status change testing, two of those students did not have a status change reported in a timely manner. The two students reported late were unofficial withdrawal students.

**Cause and Effect** - The University runs two unofficial withdrawal reports at the end of each semester to identify students that unofficially withdrew during the semester. The withdrawal information is sent to the registrar's office which submits the standard monthly status change reports to the National Student Clearinghouse and ultimately NSLDS. The University did not have processes and controls in place to ensure all unofficial withdrawals that occurred near the end of the semester were reported to NSLDS within the required timeframe.

**Recommendation** - The University should implement controls to ensure timely reporting of all student status changes.

**Views of Responsible Officials and Planned Corrective Actions** - The University agrees with the finding and will implement controls to ensure timely reporting of all withdrawn students. Going forward, the University will use the same reporting process for all students. This system will capture and identify official and unofficial withdrawals to allow for timely reporting of any enrollment changes in status.

Reference Number	Findings
2014-001	<p data-bbox="423 527 1406 852"><b>Summary of Issue</b> – Changes in a student’s status are required to be reported to the National Student Loan Data System (NSLDS) or the guaranty agency within 30 days of the change or included in a student status confirmation report sent to NSLDS within 60 days of the status change. Testing identified 2 out of 40 students whose status changes were reported after 60 days of the withdrawal or graduation date.</p> <p data-bbox="423 919 1382 1199"><b>Corrective Action Planned</b> – The University will implement controls to ensure timely reporting of all withdrawn students. Going forward, the University will use the same reporting process for all students. This system will capture and identify official and unofficial withdrawals to allow for timely reporting of any enrollment changes in status.</p> <p data-bbox="423 1262 1057 1297"><b>Contact Person</b> – Karen Hutslar, Registrar</p> <p data-bbox="423 1360 1357 1442"><b>Anticipated Completion Date</b> – The system will be in place to monitor withdrawals for the Fall 2014 semester.</p>

Criterion 2 Evidence  
Schedule of Findings FY2015



Reference  
Number

Findings

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2015-001

**Summary of Issue**

A school must offer any post-withdrawal disbursement of loan funds within 30 days of the date the school determined the student withdrew. A school must always return any unearned Title IV funds it is responsible for returning within 45 days of the date the school determined the student withdrew. Testing identified 3 out of 40 students who did not have their funds returned within the required 45 day period.

**Corrective Action Planned**

Students were identified as withdrawals on May 22, 2015. From May 29 through June 18, Warriner Hall was closed for asbestos abatement. Return calculations were completed and sent to financial aid by June 26 for the three students identified. Between then and July 10, when funds were returned (49 days after determination), there were no financial aid adjustments made due to fiscal year-end processing procedures.

The University will implement a process moving forward where the dates that returns are required to be posted by in order to meet the 45 day requirement will be clearly indicated when return of Title IV paperwork is provided to financial aid. The University will also allow for special financial aid adjustment files to be run when procedural conflicts arise that may delay the refunds.

**Contacts**

Cynthia Rubingh, Director  
Bethany Hawkes, Systems Analyst  
Student Account Services & University Billing

**Anticipated Completion Date**

This process will be in place for the Fall 2015 semester.

Criterion 2 Evidence  
Specialized Accreditation Table

<b>Regional Accreditation</b>		<b>Last Evaluation</b>	<b>Next Evaluation</b>		
<b>INSTITUTIONAL</b> www.cmich.edu/hlc HLC Affiliation Status	<b>Higher Learning Commission</b>	2005-2006	2015-2016		
<b>SPECIALIZED ACCREDITATION</b>	Association	Last Accredited*	Next Review	Certification Exam	Program Review
<b>COLLEGE OF BUSINESS ADMINISTRATION</b>					
Bachelor of Science in Business Administration (BSBA) Bachelor of Applied Arts (BAA)-Entrepreneurship Major School of Accounting Master of Business Administration (MBA) Master of Science in Information Systems (MSIS)	AACSB International: The Association to Advance Collegiate Schools of Business	2015	2019-2020		2014-2015
<b>COLLEGE OF COMMUNICATION AND FINE ARTS</b>					
<b>Department of Art &amp; Design</b> Art (all programs)	NASAD: National Association of Schools of Art and Design	2012	2016-2017		2012-2013
<b>Journalism</b> Journalism Major, Journalism Major: Public Relations Concentration, Photojournalism Major, Advertising Major	ACEJMC: Accrediting Council of Education in Journalism and Mass Communication	2015	2020-2021		2015-2016
<b>School of Music</b> Bachelor of Arts in Music Bachelor of Science in Music Bachelor of Music Education (Instrumental, Choral, General Music) Bachelor of Music (Theory/Composition, Orchestral Instruments, Organ, Piano, Voice) Master of Music (Composition, Conducting, Music Education, Performance)	NASM: National Association of Schools of Music	2007-2008	2015-2016	MTTC	2016-2017
<b>COLLEGE OF EDUCATION AND HUMAN SERVICES</b>					
<b>Professional Education Unit</b> Initial teacher preparation programs: All BS in Ed program (Elementary, Secondary, Elementary Sp Ed, and Secondary Sp Ed)	TEAC: Teacher Education Accreditation Council Moving to CAEP: Council for Accreditation of Educator Preparation	2011	2016	MTTC	2015-2016
Teacher Education programs: MA in Ed (off-campus), MA in Educational Technology (off-campus), MA in Early Childhood Education, MA in Reading & Literacy K-12 (off-campus); <b>Counseling &amp; Special Education programs:</b> MA in Special Ed, MA in School Counseling/Professional Counseling. <b>Educational Leadership Programs:</b> MA Principalship, MA Teacher Leadership, EdS General Educational Administration, EdD Educational Leadership	TEAC: Teacher Education Accreditation Council Moving to CAEP: Council for Accreditation of Educator Preparation	2011	2016		2013-2014

<b>SPECIALIZED ACCREDITATION</b>	<b>Association</b>	<b>Last Accredited</b>	<b>Next Review</b>	<b>Certification Exam</b>	<b>Program Review</b>
<b>Department of Human Environmental Studies Child Development &amp; Learning Lab Early Childhood Pre-School Lab</b>	NAEYC: National Association for the Education of Young Children	2013	2018		
<b>Department of Human Environmental Studies Didactic Program in <b>Dietetics</b> (DPD) (Bachelor) Dietetic Internship (CMUDI)</b>	ACEND: Accreditation Council for Education in Nutrition and Dietetics	2014	2022	CDR	2014-2015
<b>Department of Human Environmental Studies Interior Design</b>	NASAD: National Association of Schools of Art and Design CIDA: Council for Interior Design Accreditation	2012 2015	2016--2017 2021		2012-2013 2013-2014
<b>Department of Recreation, Parks and Leisure Services [Therapeutic Recreation*]</b>	COAPRT: Council on Accreditation of Parks, Recreation, Tourism, and Related Professions	2012-2013	2019	*NCTRC (Therapeutic Recreation) [CPRP Exam Available]	2013-2014
<b>COLLEGE OF HEALTH PROFESSIONS</b>					
<b>Athletic Training (Bachelor)</b>	CAATE: Commission on Accreditation of Athletic Training Education	2014-2015	2024-2025	BOC	2015-2016
<b>Audiology (AuD) Speech-Language Pathology (MA)</b>	CAA: Council of Academic Accreditation in Audiology and Speech-Language Pathology (American Speech-Language-Hearing Association)	2010	2018	PRAXIS II	2017-2018
<b>Community Health Education</b>	CEPH: Council on Education for Public Health	New			
<b>Environmental Health and Safety (Bachelor)</b>	EHAC: National Environmental Health Science and Protection Accreditation Council	2013	2019		2016-2017
<b>Exercise Science Major (BS, BA, BAA)</b>	CoAES: Committee on Accreditation for the Exercise Sciences (affiliated with ACSM:CAAHEP)	New			
<b>Physical Therapy (DPT)</b>	CAPTE: Commission on Accreditation in Physical Therapy Education	2012	2022	NPTE	2012-2013
<b>Physician Assistant (MS)</b>	ARC-PA: Accreditation Review Commission on Education for the Physician Assistant, Inc.	2016	Pending	PANCE (NCCPA)	2015-2016

<b>SPECIALIZED ACCREDITATION</b>	<b>Association</b>	<b>Last Accredited</b>	<b>Next Review</b>	<b>Certification Exam</b>	<b>Program Review</b>
<b>Sport Management</b> (Bachelor, Masters)	COSMA: Commission on Sport Management Accreditation	2015	2021-2022		2013-2014
<b>COLLEGE OF HUMANITIES AND SOCIAL &amp; BEHAVIORAL SCIENCES</b>					
<b>Clinical Psychology</b> (PhD)	APA: American Psychological Association (CoA)	2012-2013	2019	MI License	2012-2013
<b>English Language Institute</b>	CEA: Commission on English Language Program Accreditation	New			
<b>Masters of Public Administration</b> (MPA)	NASPAA: Network of Schools of Public Policy, Affairs, and Administration	2010	2016-2017		2016-2017
<b>School Psychology</b> (PhD, Specialist)	APA: American Psychological Association (CoA) NASP: National Association of School Psychologists	2012	2018	PRAXIS (NASP) MI License (APA)	2012-2013
<b>Social Work</b> (BSW)	CSWE: Council on Social Work Education	2016	2024		2015-2016
<b>COLLEGE OF MEDICINE</b>					
<b>MD degree</b>	LCME: Liaison Committee on Medical Education	Preliminary 2012	Full expected 2016		2016-2017
<b>COLLEGE OF SCIENCE AND TECHNOLOGY</b>					
<b>Electrical Engineering</b> (BSEE) <b>Mechanical Engineering</b> (BSME)	ABET: Accreditation Board for Engineering and Technology	2015	**		2014-2015
<b>Industrial Engineering Technology Major</b> (BSET) <b>Product Design Engineering Technology Major</b> (BSET)	ATMAE: Association of Technology, Management, and Applied Engineering	2012	2018		2012-2013
<b>APPROVED PROGRAMS</b>	<b>Association</b>	<b>Last Approved</b>	<b>Next Review</b>		<b>Program Review</b>
<b>Department of Chemistry and Biochemistry</b> Chemistry Major, Non-teaching (BA, BS)	ACS: American Chemical Society	2014	2019		2016-2017
<b>Department of Human Environmental Studies</b> <b>Undergraduate Family Studies Major</b>	NCFR: National Council on Family Relations	2014	2019		2014-2015
<b>School of Health Sciences</b> <b>Undergraduate Health Administration Program</b>	AUPHA: Association of University Programs in Health Administration	2011	2017		2012-2013

Updated: March 17, 2016 by Claudia Douglass

\* Fully accredited unless otherwise noted.

\*\*ABET guidelines prohibit public disclosure of the period for which a program is accredited.

Criterion 2 Evidence  
Student Disability Services



## Student Disability Services

CentralLink > Enrollment & Student Services > Office of Student Affairs > Student Disability Services

### Welcome to SDS@CMU

Central Michigan University is committed to providing students with disabilities the academic accommodations and auxiliary aids necessary to ensure access to all university services, programs and activities. In addition to the university's campus wide efforts to promote access and inclusion, students with disabilities are further accommodated based on specific individual needs. The Office of Student Disability Services is responsible for determining these accommodations. We provide services and assistance to enrolled students who are either permanently or temporarily disabled.

\* The registration process is a complex and lengthy one (2-3 weeks). Start the process now. The 'Register as a Student with a Disability' page will walk you through the process.



Before continuing, it is vital that you first read the "It's All About You" message for new students. The content applies to ALL college students with disabilities.

CMU has many services for students, offered by various offices. Although decisions regarding disability specific accommodations

are made on a case by case basis, view the Accommodations page on this website for information on services most often provided, in general, for each type of disability.

Our office is part of the Enrollment and Student Services Division.

### Student Disability Services

- About Us
- Register for Services
- Prospective Students
- Current Students
- Typical Accommodations
- News
- Getting Ready for College
- Study Skills
- Laws and Regulations
- Applications
- Contact Us

### Student Disability Services:

Voice: (989) 774-3018  
Fax: (989) 774-1326  
TTY: (989) 774-2568  
Email: [sds@cmich.edu](mailto:sds@cmich.edu)  
Hours: M-F 8:00-5:00

Twitter

Facebook

Criterion 2 Evidence  
Student Employment Services



### Information & Resources for Students



We are here to assist with your employment needs during your time as a student at CMU. We recommend starting with the FAQs and the TIPS in the column on the right.

#### 50 Hour Cap for Fall-Spring Semesters **REINSTATED for 2015**

In order to comply with federal health care reform requirements, the 50 work hour limitation per two-week pay period (during the Academic Year) for non-benefit eligible employees will be reinstated effective January 4, 2015.

### Student Employment Services

#### > Student Information

- Changing Permanent Address
- Contact SES Staff
- Current Vacant Positions
- Electronic Pay & Schedules
- FAQs
- Obtaining Your CentralCard
- Student Employee Orientation (.pdf)
- The Hire Authorization Card
- TIPS!
- What is Work Study and GSA?

#### > Supervisor Information

#### > Off Campus Employers

What is Work Study and GSA?

SES on Facebook

Criterion 2 Evidence  
US Dept of Ed College Scorecard - CMU

# College Scorecard

[← BACK TO SEARCH RESULTS](#)

[SHARE THIS SCHOOL](#)

## Central Michigan University

Mount Pleasant, MI

20,070 undergraduate students

[cmich.edu](http://cmich.edu)



Year



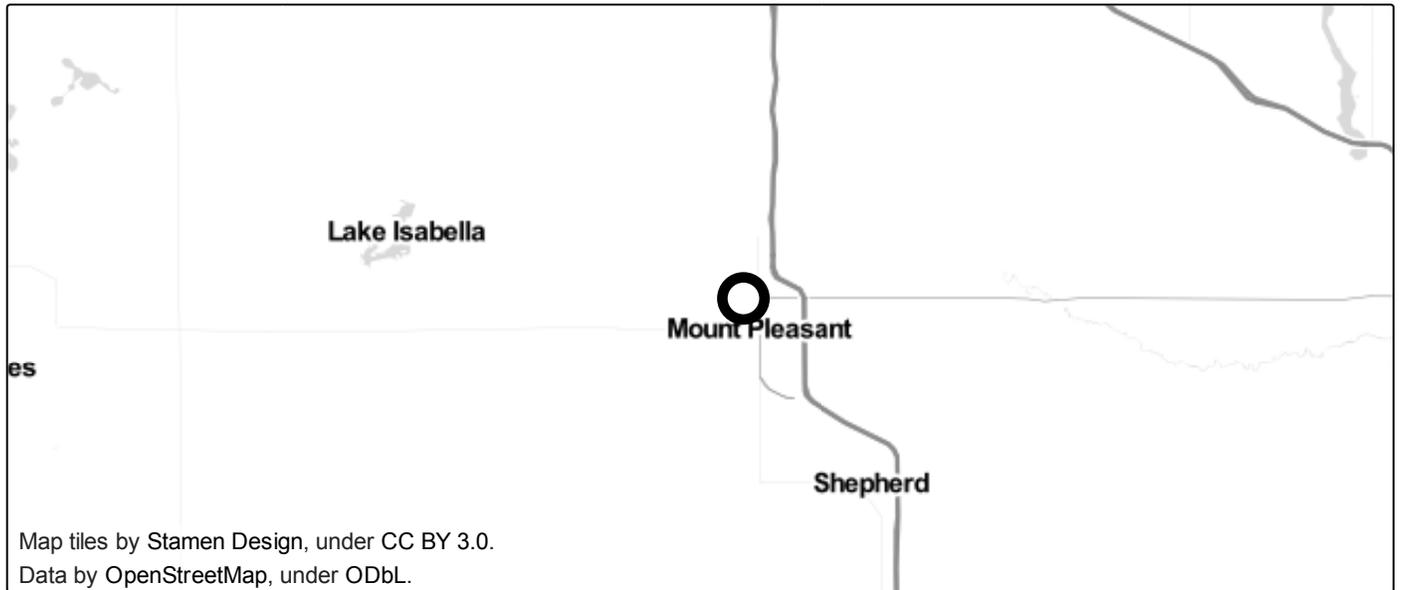
Public



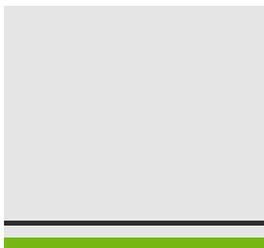
Town



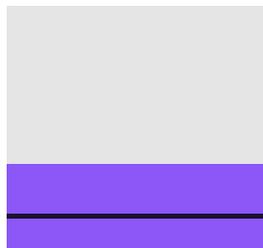
Large



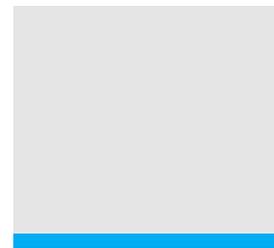
Average Annual Cost



Graduation Rate



Salary After Attending





**\$15,457**



**58%**



**\$40,000**

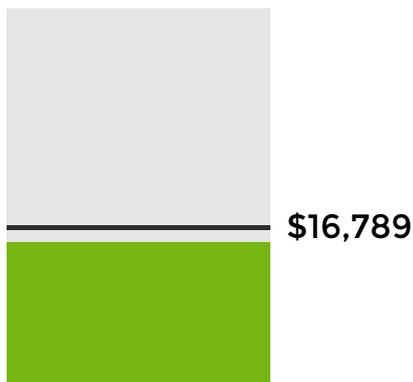


**National Average**

# Costs



## Average Annual Cost



**\$15,457**

✓ **ABOUT AVERAGE**

— National Average

**📊 CALCULATE YOUR PERSONAL NET PRICE**

## By Family Income

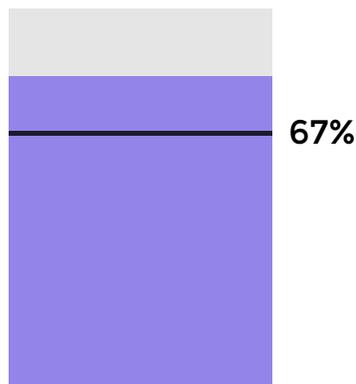
Depending on the federal, state, or institutional grant aid available, students in your income bracket may pay more or less than the overall average costs.

FAMILY INCOME	AVERAGE COST
\$0-\$30,000	\$10,107
\$30,001-\$48,000	\$11,611
\$48,001-\$75,000	\$14,613
\$75,001-\$110,000	\$17,986
\$110,001+	\$19,028

# Financial Aid & Debt



## Students Paying Down Their Debt



82%

↑ ABOVE AVERAGE

— National Average

### Get Help Paying for College

Submit a free application for Federal Student Aid. You may be eligible to receive federal grants or loans.

[START MY APPLICATION](#)

## Students Receiving Federal Loans

75%

At some schools where few students borrow federal loans, the typical undergraduate may leave school with \$0 in debt.

**Typical Total Debt** ⓘ**\$27,000**

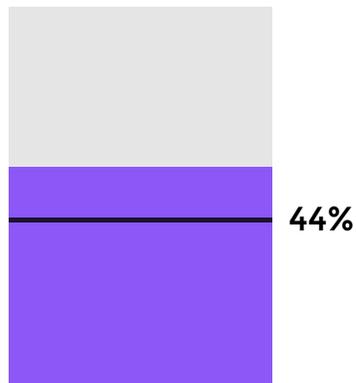
For undergraduate borrowers who complete college

**Typical Monthly Loan Payment** ⓘ**\$300/mo**

# Graduation & Retention



## Graduation Rate

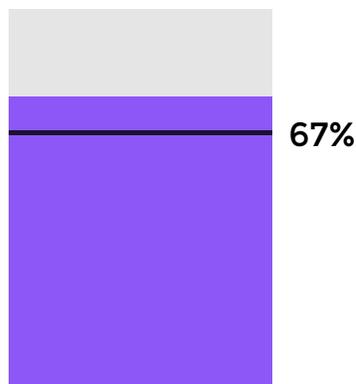


**58%**

**↑ ABOVE AVERAGE**

 National Average

## Students Who Return After Their First Year



**77%**

**↑ ABOVE AVERAGE**

 National Average

## Earnings After School

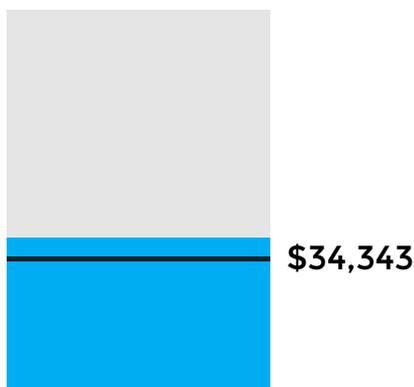


Percentage Earning Above High School Grad **i**

**61%** of students

who attend this school earned, on average, more than those with only a high school diploma.

### Salary After Attending **i**



**\$40,000**

**↑ ABOVE AVERAGE**

**— National Average**

## Student Body



Large

**20,070**

undergraduate students

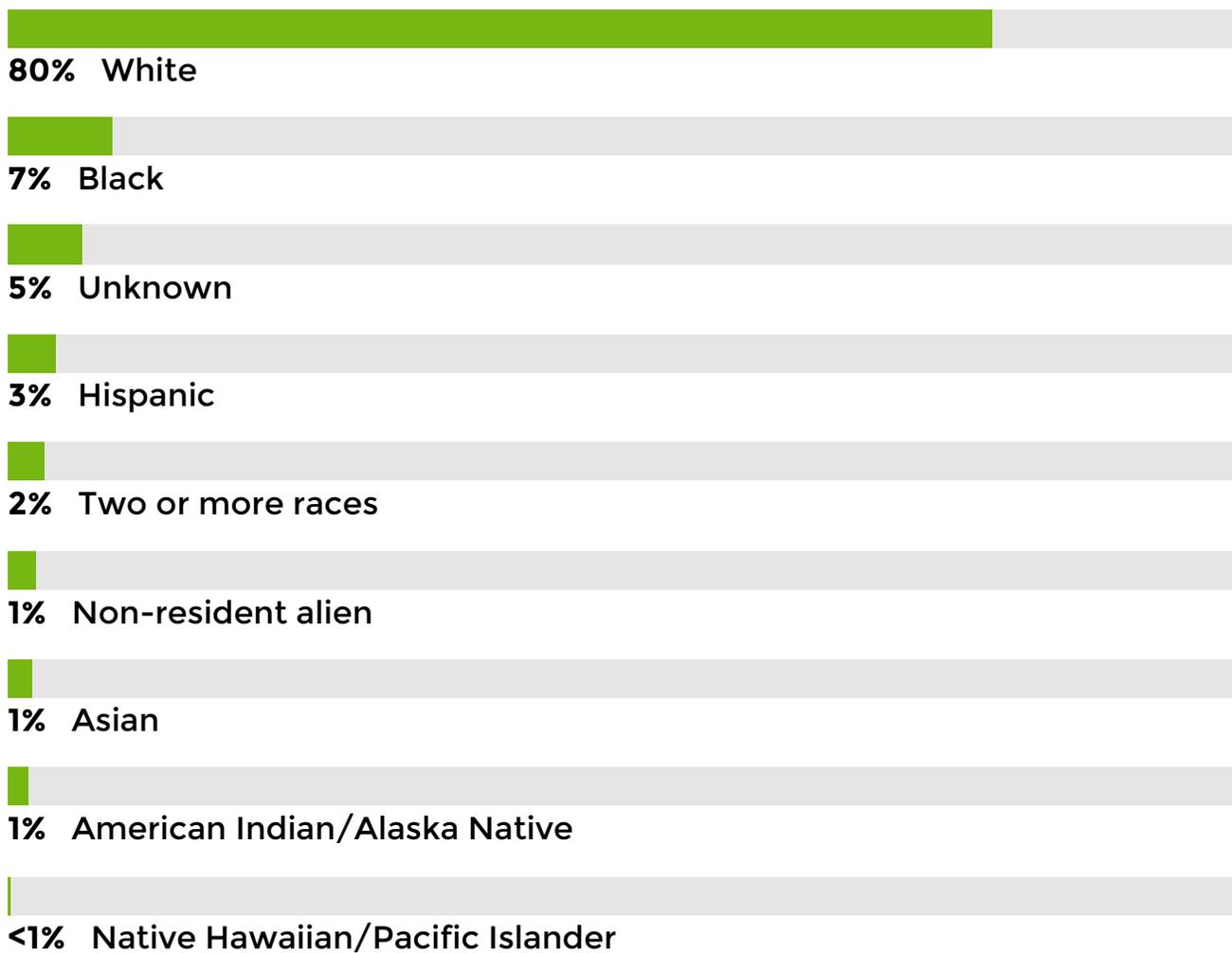
**88 %** / **12 %**  
Full-time / Part-time

### Socio-Economic Diversity

**35%** of students

have a family income less than \$40k and receive an income-based federal Pell Grant to help pay for college.

### Race/Ethnicity



# SAT/ACT Scores



## Test Scores i

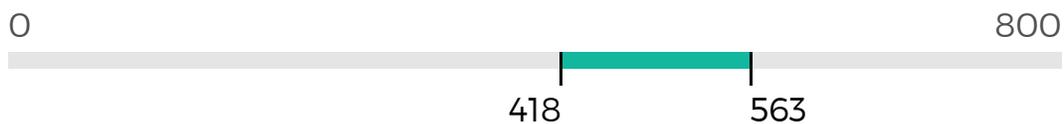
Students who were admitted typically had standardized test scores in these ranges.

### SAT

#### Critical Reading

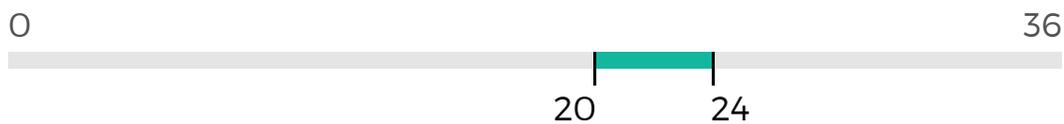


#### Math



No Writing data available.

### ACT



# Academic Programs



## Most Popular Programs

1. Business, Management, Marketing, and Related Support Services (24%)
2. Education (12%)
3. Parks, Recreation, Leisure, and Fitness Studies (9%)
4. Communication, Journalism, and Related Programs (7%)
5. Psychology (7%)

## Available Areas of Study

Area, Ethnic, Cultural, Gender, and Group Studies

Biological and Biomedical Sciences

Business, Management, Marketing, and Related Support Services

Communication, Journalism, and Related Programs

Computer and Information Sciences and Support Services

Education

Engineering

Engineering Technologies and Engineering-Related Fields

English Language and Literature/Letters

Family and Consumer Sciences/Human Sciences

Foreign Languages, Literatures, and Linguistics

## Paying For College

**TYPES OF FINANCIAL AID**

**CALCULATE YOUR AID**

**GI BILL BENEFITS**

Powered by [College Scorecard Data](#) | v1.4.0

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