In order to ensure that the College has the flexibility to address changes that might be needed with respect to any applicable College benefit plan (whether as a result of legal changes, changes made by providers, or other changing circumstances), the College reserves the right to modify or terminate plans from time to time. If there is any inconsistency between the description of benefits above and the terms of the applicable plan, the terms of the plan will control and the College will have the discretionary authority to construe any ambiguous or uncertain provision.
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Foreword

The Administrative Manual is intended to provide working guidelines and descriptions of Marist policies and benefits as they relate to members of the administration. It is not intended and cannot be construed as a contract or guarantee of employment. These policies assure that daily decisions affecting employees are made uniformly throughout the College. They apply to administrative staff members and, only where noted, to faculty and/or other members of the Marist community.

It is the responsibility of:

- Each supervisor to administer these policies in a consistent and impartial manner, and
- Human Resources staff to monitor the uniform administration of these policies throughout Marist.

All questions regarding the interpretation or application of the provisions of these policies should be referred to the Office of Human Resources.

This manual only highlights the terms of the College's employee benefit plans. The actual terms of the various employee benefit plans are stated in and governed by the formal plan documents. A participant and/or beneficiary, including retirees, shall not have any right to benefits under the plan that in any way interferes with Marist's right to terminate or amend any plan. Marist makes no promise to continue plan benefits in the future and rights to future benefits are not vested except to the extent as may be provided in a Marist retirement plan.

This Administrative Manual supersedes any previous handbook, policies, or practices.

WHILE MARIST COLLEGE ENDEAVORS TO LET EMPLOYEES KNOW OF ANY POLICY CHANGE IN A TIMELY MANNER, MARIST COLLEGE RESERVES THE RIGHT TO MODIFY ANY POLICY WITHOUT PRIOR NOTIFICATION.

In order to ensure that the College has the flexibility to address changes that might be needed with respect to any applicable College benefit plan (whether as a result of legal changes, changes made by providers, or other changing circumstances), the College reserves the right to modify or terminate plans from time to time. If there is any inconsistency between the description of benefits above and the terms of the applicable plan, the terms of the plan will control and the College will have the discretionary authority to construe any ambiguous or uncertain provision.

October 1, 2001
Subject: **Administrative Appointments**

Appointment to an administrative position, whether the opening is due to an existing vacancy, promotion, new position, or transfer, is made by the President of the College upon the recommendation of the appropriate senior executive officer. A new employee may not work without first having signed a letter of appointment.
The Staff Grievance Procedure is designed to provide a fair and equitable resolution for concerns related to terms or conditions of employment. Retaliation against a staff member for utilizing this Grievance Procedure violates College policy and will result in appropriate disciplinary action, up to and including termination. Any staff member who believes that s/he has been retaliated against or treated unfairly for utilizing the grievance procedure or for cooperating in an investigation, or otherwise participating in any proceeding under this procedure, should contact the Office of Human Resources.

DEFINITION

A grievance is defined as an unresolved issue concerning the application of College policy, practice, or procedure. Complaints regarding performance appraisals, reductions in the size of the workforce and/or the designation of individuals for redeployment or separation from a department due to downsizing are not matters subject to a grievance under this policy.

ELIGIBILITY

All regular administrative staff members who have completed their probationary period and who believe they have been done an injustice through the action of another employee, a supervisor, or other person acting officially for Marist College may file a grievance under this procedure.

INTERPRETATION OF COVERAGE

Where a dispute exists as to whether a particular matter is subject to coverage by this policy, Marist College reserves the right to make the final judgment on that question. This decision will be made by the Assistant Vice President for Human Resources. In making that judgment, the Assistant Vice President for Human Resources will interpret the coverage of this procedure liberally. He or she will deny application of the procedure only where the matter in question clearly concerns issues of broad policy in which the grievant has no direct interest, where the Assistant Vice President for Human Resources has good reason to believe that a grievance has been brought in bad faith for political or similarly inappropriate reasons, or in other circumstances in which use of these procedures would clearly endanger their effectiveness as an instrument for the redress of grievances. Such a decision will be rendered in writing to the employee and will be final.

INFORMAL STAGE

1. The employee should first meet with his/her supervisor to discuss his/her grievance. This meeting should take place within five (5) working days from the time the employee first had knowledge of the adverse action. Failure of the employee to meet with the supervisor within five (5) working days shall preclude further processing of the grievance. If there are extenuating circumstances that prevent meeting this time limit, an extension may be approved by the Assistant Vice President for Human Resources.

2. If the grievance remains unresolved, the employee may discuss it with his/her next-in-line supervisor.

   Wherever possible, the supervisor and/or the next-in-line supervisor should make every effort to resolve the grievance at the informal stage.

3. If circumstances of the grievance prevent using step 1 and/or 2, or if the next-in-line supervisor does not resolve the grievance within seven (7) working days, the employee may discuss the grievance with the Director of Human Resources.

4. If the grievance involves a question of judgment or opinion not covered directly by a policy or employment law,
the Director of Human Resources, or if necessary, the Assistant Vice President for Human Resources, shall counsel with the employee, the supervisor and the next-in-line supervisor to resolve the grievance, if possible.

**FORMAL GRIEVANCE**

- If the grievance has not been resolved by informal appeal, the aggrieved employee may submit a request in writing to the Assistant Vice President for Human Resources to have the grievance considered by a formal grievance committee. The request must be submitted within five (5) working days after the last stage of the informal process. Failure to request a formal grievance within five (5) working days shall preclude further processing of the grievance.

**Procedure**

- A request by the grievant for a formal grievance hearing must include the nomination of one regular full-time employee who is willing and available to serve as a member of the grievance committee.

- The Assistant Vice President for Human Resources has the discretion to either approve or disapprove the request based on the circumstances of the grievance and the possible conflict of interest of the nominee. If the request is disapproved, the Assistant Vice President for Human Resources shall state the reason therefore in writing. If approved, he/she will appoint a grievance committee to meet within fifteen (15) working days or as soon thereafter as possible. In any case, the nominee has the right to refuse the nomination. The grievance committee will include:

  1. The employee named in the original request or a substitute satisfactory to the grievant and the Assistant Vice President for Human Resources.
  2. An employee nominated by the Assistant Vice President for Human Resources.
  3. A chairperson selected by mutual agreement of the other two members. The chairperson can be any regular full-time employee who is willing and available to serve in this capacity. If the two members cannot agree upon a chairperson, the chairperson will be appointed by the Assistant Vice President for Human Resources.
  4. The Director of Human Resources shall serve as technical advisor and secretary to the grievance committee. The Director has no vote on the committee, but may pose questions to the grievant, respondent and witnesses and take part in all deliberations regarding the recommendations and findings of the committee.

- The grievance committee shall hear the grievance together with such witnesses as it deems germane to the grievance. Proceedings are closed to any individual/party not involved with the grievance. Since these proceedings are internal procedures, participation is limited to regular employees only. The grievance committee may authorize testimony from external constituents if, in its judgment, the testimony is needed to fairly process the grievance.

- The grievance committee shall make every effort to forward its findings and recommendations in writing to the Assistant Vice President for Human Resources within 15 working days of the conclusion of the formal hearing. The grievance committee has the authority reconvene the proceedings and/or to request any additional information/witnesses/pertinent materials it deems necessary in order to make recommendations. The Assistant Vice President for Human Resources, at his or her discretion, shall, upon request, make copies of the findings and recommendations available to the grievant and the individual against whom the grievance is filed.

**Authority of the Grievance Committee**

- The findings and recommendations of the grievance committee shall be limited to the resolution of the specific dispute presented. Personal preferences and judgments unrelated to the grievance shall not be included in the committee’s findings and recommendations. In reaching their decision, the grievance committee shall exclusively rely on the testimonial and documentary evidence presented at the grievance hearing. In fashioning a remedy, the grievance committee shall limit itself to a remedy which is specific and appropriate to the violation(s) found. In carrying out their function, the grievance committee shall not have the power to add to, subtract from, or modify the terms of the Administrative Manual.
Authority of the Associate Vice President for Human Resources

- The Associate Vice President for Human Resources shall notify the parties in writing of the findings and recommendations of the grievance committee. Before so doing, the Assistant Vice President for Human Resources has the sole right to remand for reconsideration the findings and/or recommendations of the committee if, in his/her judgment, they are beyond the scope of the grievance committee’s authority or otherwise arbitrary and capricious. In such a case, the Assistant Vice President for Human Resources may remand the grievance to the same committee or may cause a new committee to be formed.

Appeal

- The findings and recommendations may be appealed in writing to the Executive Vice President by either party within ten (10) working days of the receipt of the written decision. The decision of the Executive Vice President will be final.

- In cases where a conflict of interest arises with any of the officials named above, the President will appoint another employee on an ad hoc basis to serve in the designated capacity. Written statements alleging such conflict of interest may be submitted to the President by the grievant, the individual against whom the grievance is filed, or any of the officials named above. The decision that a conflict of interest exists is reserved to the President alone.

* The Administrative Grievance Procedure is under review and is subject to interpretation by the Office of Human Resources. The College will have the discretionary authority to construe any ambiguous or uncertain provision of this policy. Please review the Discrimination, Harassment, and Sexual Misconduct Policy and Procedure for all Students and Employees for additional grievance process information. Contact the Office of Human Resources for questions and interpretation assistance.
BACKGROUND CHECK POLICY

| History: | Revised: February 15, 2017  
Issued: July 1, 2016 |
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<tr>
<td>Applies to:</td>
<td>All full and part time, regular and temporary faculty, administrators, staff, volunteers, consultants, contractors, vendors and others as appropriate.</td>
</tr>
<tr>
<td>Responsible Office:</td>
<td>The Office of Human Resources</td>
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| Contact: | DN120  
ext. 3349  
human.resources@marist.edu |

INTRODUCTION
Marist College is committed to hiring qualified employees and strives to provide a safe and secure environment for our faculty, staff, students and visitors. This policy supports the College’s efforts to minimize institutional risk while assisting hiring managers and Human Resources (HR) in making sound hiring decisions.

POLICY
Marist College requires that background checks be administered for the selected finalist for all full and part-time, regular and temporary faculty, administrative, staff, and volunteer positions, prior to employment at the College. Consultants, independent contractors, and vendors who regularly work on campus are also required to have a background check. In addition, spouses/partners of current employees whose positions require them to live in College provided housing, will also be required to have a criminal background check completed.

Offers of employment are contingent upon receipt of satisfactory background and reference check results, along with final approval from the President for executive, faculty or administrative positions. Final approval by the Executive Vice President is required for all union and security positions.

All finalists are required to sign a Background Check Disclosure & Authorization Form before HR can perform any background check(s). Finalists under 18 years of age, are required to sign and have their parent/guardian also sign a Background Check Disclosure & Authorization Form signature before HR can perform any background check(s). The background check will be limited to reference checks, Social Security (Past Address Trace), Sex Offender Registry (state and nationwide), and Employment Verifications.

Required Checks for Candidates Prior to Employment
Every finalist for a position at Marist College will be required to undergo the following background checks:

- Education verification – verifies highest degree earned
- Professional licenses and/or certificates verification - when applicable, including health care professionals
- Employment verification – verifies current and/or relevant previous employment (maximum of three (3) histories)
- State and nationwide criminal – searches criminal history, sex offender status, terrorist watch and related databases
- Social Security/Past Address Trace Verification – provides names and addresses associated with the social security number; does not access Social Security Administration files
- Sex Offender Registry (statewide and nationwide) – verifies whether a candidate’s name is on any statewide and/or nationwide registries
- Federal Criminal – identifies any criminal cases handled at the federal district level (includes federal offenses, such as drug trafficking, immigration law violations, misuse of federal funds, kidnapping, and robbery.)
- Motor vehicle – motor vehicle driving record, required upon hire and annually thereafter for any position that routinely drives a College owned, leased or rented vehicle on behalf of the College
- Social Media Scan – identifies information regarding use of social media and the content that is contributed to
social media, and any other publicly-available information found on the internet. The scan includes, but is not limited to, social networking websites (e.g., Facebook, MySpace), professional networking websites (e.g., LinkedIn), video-sharing websites (e.g., YouTube), image-sharing websites (e.g., Flickr), blogs, wikis, virtual worlds, and personal websites.

- Nationwide Healthcare Fraud and Abuse Scan (FACIS) – identifies disciplinary actions taken by federal agencies, as well as those taken by licensing and certification agencies, in all 50 states.
- Credit check – includes account activity, accounts in collections and payment history. Credit reports are limited to the following positions:
  - Business Office staff
  - Employees that regularly handle cash or cash equivalents (e.g. Student Financial Services, Computer Store, etc.)
  - Senior management (includes deans/vice presidents/directors, etc.)
- Professional Reference Checks – In addition to the required checks listed above, the finalist must also provide the hiring manager or search committee chair with the names and contact information for at least three professional references who can affirm the finalist’s work experience, skills and qualifications. At least one of the references provided must be from the current supervisor or recent previous supervisor, unless otherwise approved by Human Resources and the Line Executive. A reference from the immediate supervisor is required for all internal candidates, even if the candidate is internal to the department.
  Completed Telephone Reference Questionnaire Forms or a written summary of the reference checks, which may include copies of the letters of reference, must be provided to HR before an offer can be made.

Current Employees

- Current employees who are promoted or transferred to another position will be required to undergo the appropriate background check.
- Current employees who, as a condition of employment, are required to have up-to-date licenses and/or certifications, will have a regular background check on a schedule as mandated by the appropriate federal, state or local licensing board.
- Current employees who, as a condition of employment, are required to live in College provided housing, will be required to have a criminal background check completed annually.
- Spouses/partners of current employees whose positions require them to live in College provided housing, will also be required to have a criminal background check completed annually.
- Employees have an ongoing responsibility during the course of their employment to make the College aware of any felony or misdemeanor convictions or pleas which are acknowledgements of responsibility. Any convictions or pleas should be reported to the Office of Human Resources.
- Any employee who has unsupervised access to minors will be required to have a background check completed every year.
- The College reserves the right to conduct relevant background checks of current employees when it has reasonable grounds to do so.

Former Employees

- All former employees and volunteers who have had a break in service of more than 12 months must successfully complete a background check before the start of employment.
- Any former employee with a break in service of less than 12 months must disclose any convictions, felony or misdemeanor which occurred during the break in service immediately upon being rehired.

EVALUATION OF RESULTS

Background checks will be used to evaluate eligibility of candidates before granting or continuing employment at Marist College, and will not be used to discriminate based on race, sex, age, color, religion, disability, national origin, sexual orientation, genetics or veteran status. Marist College complies with the FCRA, similar state FCRA laws in the jurisdictions in which Marist College does business, federal and state equal opportunity laws, and all other applicable legal authorities that regulate the performing of pre-employment background checks.

Negative credit information does not automatically exclude an applicant. Every applicant will be individually considered and under no circumstances will an employment decision be based solely on information in a credit report. In general, the relevance of a particular pre-employment background check to a candidate’s eligibility for employment is based upon the following factors:
1. The nature of the job for which the applicant is being considered.

2. The nature of any adverse or negative information; in the case of a criminal matter, the facts surrounding the matter are particularly relevant.

3. The age of any adverse or negative information and/or the age of the applicant at the time of the adverse incident in relation to the present may also be relevant.

If the background check reveals questionable or negative results, the applicant will be asked to verify or elaborate on the questionable or negative results in order to determine how to proceed with the appointment. As appropriate, the Office of Human Resources will send the applicant a pre-adverse action letter that includes a copy of the report, a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act,” along with a copy of the Article 23-A of the New York State Correction Law and any other state specific notices. Marist College reserves the right to take adverse action, including the withdrawal of an offer, or in the case of a current employee, disciplinary action up to and including termination.

FALSIFICATION
A job candidate will be disqualified from further consideration for a position if falsified criminal conviction histories, employment histories, educational credentials, licenses or certificates are discovered prior to employment or promotion. If an employee is found to have falsified their application during the course of their employment, they will be subject to disciplinary action, up to and including termination of employment.

CONFIDENTIALITY
Marist College utilizes a third party vendor to collect data in a secure and confidential manner. The vendor works directly with candidates to obtain their written consent to conduct the background check. Results of all background checks are confidential and will not be disclosed to any individual, including hiring managers, except to the extent necessary on a need-to-know basis. Hiring managers do not receive any details of the background check, only notification when the results do not meet Marist’s guidelines.
Records gathered as a result of a background check will be maintained by the Office Human Resources as confidential files and will be held separately from an employee’s personnel file. Any information collected from the background check and correspondence with the third party vendor managing the background check will be retained in accordance with the Office of Human Resources’ record retention policy and may be reviewed only on a need-to-know basis or as required by law. Background check results will be kept for a minimum of five (5) years, which is based on the Federal Fair Credit Reporting Act (FCRA) five year statute of limitation.

PROGRAM ADMINISTRATION
The Office of Human Resources is responsible for the administration and funding of the background check program. HR will determine the appropriate background checks required for each position, will communicate with hiring managers and others as required, and will coordinate the overall program with the vendor.

POLICY DISCLAIMER
Responsibility for the interpretation and administration of this policy resides solely with the Office of Human Resources.

In order to ensure that the College has the flexibility to address changes that might be needed with respect to other changing circumstances, the College reserves the right to amend this policy at any time.
Subject: BEREAVEMENT LEAVE

Bereavement leave is authorized for all members of the administrative staff. Bereavement leave of up to five (5) work days shall be granted immediately following the death of a member of an employee’s immediate family – mother, father, spouse, child, sibling, in-law. Bereavement leave for extended family members and close relationships will be authorized in consultation with the employee’s immediate supervisor. When more than one day of bereavement leave is requested for an extended family member or close relationship, the Director of Human Resources should be consulted.

Bereavement leave is to be noted on the employee’s work log.
Subject: **COBRA**

On April 7, 1986, Public Law 99-272, Title X, was enacted under the Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA requires most employers who sponsor group health plans to offer current and former employees and their dependents the opportunity for a temporary extension of health coverage, called “continuation coverage”, at group rates, in certain instances where coverage under the plan would otherwise end.

An employee who has health insurance under a College-sponsored plan and who loses the insurance because of a reduction in hours of work or the termination/separation of employment, is entitled to continue coverage for self and/or dependents for up to 18 months. In addition, the spouse and dependents of an employee have the additional right to continue coverage for up to 36 months for any of the following reasons:

1. The employee’s death;
2. Divorce or legal separation;
3. Change in dependent status (e.g. child reaches limiting age or is no longer a full-time student); or
4. The employee becomes eligible for Medicare.

If an individual becomes disabled, as determined under the Social Security Act, during the first 60 days of COBRA continuation coverage, COBRA may be extended for 29 months for both the disabled and non-disabled family members.

A child who is born to a covered employee or placed for adoption with a covered employee during the period of COBRA continuation coverage is a qualified dependent for coverage.

Under COBRA, an employee or family member is responsible for informing the College’s Health Benefits Representative of a divorce, legal separation, or a child’s loss of dependent status. When the College is notified that one of these events has occurred, the employee will be notified of the right to choose continuation coverage. The decision to continue coverage must be made within 60 days of the date the employee or dependent(s) would lose coverage because of one of the events described above. If continuation coverage is not chosen, coverage will end.

When COBRA continuation coverage is elected, the College is required to provide identical coverage to that which is provided to similarly situated employees or family members.

COBRA eligibility may cease before the expiration of coverage for any of the following reasons:

1. The College no longer provides group coverage to any of its employees;
2. The individual fails to remit premiums for continuation coverage;
3. The individual becomes covered under another group plan
4. The individual becomes eligible for Medicare; or
5. The individual who divorced from a current employee and subsequently remarries and is covered under the new spouses group plan.

At the end of the COBRA eligibility period, enrollees are entitled to convert to coverage directly with the plan they were enrolled in under COBRA. The College does not participate in the conversion process. The College’s Health Benefits Representative administers COBRA. Questions about COBRA and/or notification of a COBRA-entitling event should be addressed to the Office of Human Resources.
Subject: CONSENSUAL RELATIONSHIPS

Expectations with Respect to Consensual Relationships

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as faculty-student and supervisor-employee). These relationships may be less consensual than perceived by the individual whose position confers power. The relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic or sexual involvement, this past consent may not remove grounds for a later charge of a violation of applicable sections of this policy. The College does not wish to interfere with private choices regarding personal relationships when these relationships do not interfere with the goals and policies of the College. For the personal protection of members of this community, relationships in which power differentials are inherent (faculty-student, staff-student, administrator-student) are prohibited.

Consensual romantic or sexual relationships in which one party maintains a direct supervisory or evaluative role over the other party are unethical. Therefore, persons with direct supervisory or evaluative responsibilities who are involved in such relationships must bring those relationships to the timely attention of their supervisor, and will likely result in the necessity to remove the employee from the supervisory or evaluative responsibilities, or shift a party out of being supervised or evaluated by someone with whom they have established a consensual relationship. This includes RAs and students over whom they have direct responsibility. Failure to self-report such relationships to a supervisor as required can result in disciplinary action for an employee.
Administrative Manual
Marist College
Date: October 15, 2001

Subject: COPYRIGHT POLICY

Preamble
The copyright policy of Marist College seeks to protect and promote the traditional academic freedom of the College's faculty, staff and students in matters of publication; seeks to balance fairly and reasonably the equitable rights of authors, sponsors, and the College; and attempts to ensure that any copyrightable material in which the College has an equity interest is utilized in a manner consistent with public interest.

Application
For the purposes of this policy, the term employee wherever used shall include all faculty, staff and those students employed by the College engaged in the production of copyrightable works at Marist College.

Definition of Terms
1. Copyrightable Works: Under federal copyright law, copyright subsists in "original works of authorship" which have been fixed in any tangible medium of expression from which they can be perceived, reproduced or otherwise communicated, either directly or with the aid of machine or device. These works include:

   Literary works such as books, journal articles, poems, manuals, memoranda, computer software, computer programs, instructional material, instructional courseware, databases and bibliographies;
   Pictorial, graphic and sculptural works including photographs, diagrams, sketches; motion pictures and other audiovisual works such as videotapes and sound recordings.

2. Scope of Copyright Protection: Copyright protection does not extend to any idea, process, concept, discovery or the like, but only to the work in which it may be embodied, illustrated, or explained. For example, a written description of the manufacturing process is copyrightable, but the copyright only prevents unauthorized copying of the description; the process itself could be freely copied unless it enjoys some other protection such as patent.

3. Works for Hire: "Work for Hire" is a legal term defined in the federal Copyright Act as "a work prepared by an employee within the scope of his or her employment." This definition includes works prepared by employees in satisfaction of sponsored agreements between the College and outside agencies. The author is defined to be the employer, not the employee producing the work and hence the employer is the owner of works for hire for copyright purposes. Ownership in a work for hire may be relinquished only by an official of the College who is authorized to do so.

Copyright Policy
Copyright is the ownership and control of the intellectual property in original works of authorship subject to federal copyright law. It is the policy of the College that all rights in copyright shall remain with the creator unless the work is for hire (and copyright vests in the College under copyright law), is supported by a significant allocation of funds through the College for the pursuit of a specific project, is commissioned by the College, or is otherwise subject to contractual obligations. Marist will construe neither the provisions of office, computer or library facilities, nor will it construe the payment of salary from instructional accounts as constituting significant allocation of College funds, except for those situations where the funds are paid specifically to support the development of such material.

In keeping with tradition, the College does not claim ownership of copyrightable works, the intended purpose of which is to disseminate the results of academic research or scholarly study. Such works include those of students created in the course of their education, such as theses, papers and articles. Similarly, the College claims no ownership of books, popular nonfiction, novels, poems, musical works. If title to copyright in works defined within this section vests in the College by law, the College will, upon request and to the extent consistent with its legal obligations, convey copyright to the creators of such works.

The College shall retain ownership of works created as institutional rather than personal efforts—that is, works created for College purposes in the course of the creator's employment. For instance, work assigned to staff programmers is "work for hire" as defined by law (regardless of whether the work is in the course of sponsored research, unsponsored research, or non-research activities), and the College owns all rights, intellectual and financial, in such works.
Administration of Copyright Policy

The administration of the College's copyright policy shall be the ultimate responsibility of the President operating under the direction and authority of the Board of Trustees. The authority to resolve questions of ownership or other matters pertaining to materials covered by this policy shall be vested in the President with the advice and consultation of the College Patent and Copyright Committee, the membership of which is specified under the College's Patent Policy. The President will delegate to the Executive Vice President the authority to implement and administer the policy.

Licensing and Income Sharing

Licensing - Computer databases, software, courseware, and other copyrightable works owned by the College will be licensed through the Office of the Executive Vice President.

Proprietary Protection - Marist College seeks the most effective means of technology transfer for public use and benefit. To that end, the President will determine, upon the recommendation of the College Patent and Copyright Committee, whether to apply for patent protection in addition to or instead of copyright with respect to particular software, courseware, or other computer-related copyrightable materials owned by or assigned to the College.

Royalty Distribution - If patent protection is being sought, distribution of royalties will be handled in accordance with the College's Patent Policy. If copyright protection is sought and secured, royalties will be allocated in a manner similar to the distribution procedure under the Patent Policy. Royalty income received by the College through the sale, licensing or use of copyrightable material in which the College has acquired a property interest will be shared with the author and the College. When questions of authorship arise, the determination shall be made by the College Patent and Copyright Committee. The author will receive 50% of the net income generated after copyrighting expenses incurred by the College are deducted from gross revenues. Where, after review, authorship cannot be determined, the percent share of royalties, intended for the author, shall be distributed by the President after receiving the recommendations from the College Patent and Copyright Committee.

The Executive Vice President shall determine how much income might have to be set aside from gross royalties prior to distribution for expenses such as litigation which may be incurred in enforcing or defending the copyright or in licensing the copyrightable material. The President reserves the right to reject the recommendation of the College Patent and Copyright Committee with respect to securing copyright of the licensing of copyrightable material if the expenses associated with copyright and/or licensing are deemed to be excessive, not supportable within the constraints of the College's annual operating budget, or are not reimbursable from royalty income in the foreseeable future. Upon such a determination, the President may

- return the application to the Committee for further consideration,
- hold in abeyance the disposition of the application until a future date, or
- may refer the work to the author to exploit it as he/she sees fit.

Copyright Agreements

The policy set forth above constitutes an understanding which is binding on College faculty, staff and students as a condition of their participating in College research programs or their use of funds, equipment, space or facilities. The College may require faculty, staff and students and other research participants to sign agreements implementing this policy as a condition of participation in a sponsored project, or as may be necessary to comply with the terms of grants and contracts.

Sponsored Agreements

Contracts and grants frequently contain complex provisions relating to copyright, rights in data, royalties, publication and various categories of material including proprietary data, computer software, licenses, etc. Under all circumstances, the provisions of the sponsored research contract are binding. Questions regarding the specific terms and conditions of individual contracts and grants, or regarding rules, regulations and statutes applicable to the various government agencies, should be addressed to the Executive Vice President of the College as the administrator of sponsored research contracts.
Subject: CREDIT UNIONS

Marist College is a participating member of the Taconic Educational and Governmental Federal Credit Union (TEG) and the Hudson Valley Federal Credit Union (HVFCU). Membership is open to all employees. Faculty and staff who wish to become members must visit one of the local TEG or HVFCU branch offices. Brochures are available from the College Payroll Office in room 214 of Donnelly Hall.
Subject: DISABILITY LEAVE/NEW YORK STATE SHORT TERM DISABILITY LAW (including PREGNANCY-RELATED DISABILITY)

Disability benefits, under the NYS Disability Insurance Law, are temporary cash benefits payable to an eligible administrative staff or faculty member when he/she is disabled by an off-the-job injury or illness. A staff/faculty member who cannot report for work beyond 7 consecutive calendar days for reasons of sickness or bodily injury is eligible for short-term disability insurance under the law.

Staff/faculty members are compensated at their regular rate during the time of illness or disability, up to a maximum of 26 weeks. Disability checks are remitted directly to the College. All benefits paid by the College through payroll deduction are continued during the length of the disability. Employees are required to present medical certification of their fitness to return to full duty before returning to work.

Disability claim forms must be filed with the Office of Human Resources within 7 days from the first date of absence in order to insure proper protection. Forms and information are available in the Office of Human Resources, Donnelly Hall, room 120. Both the employee’s and certifying physician’s sections of the disability claim forms must be completed in order for salary to be continued. The physician’s statement must attest to the fact that the staff/faculty member is unable to perform the normal duties of his/her position. The College has the right to withhold wages from staff/faculty members who do not file a completed disability claim form. Staff/faculty members are required to notify their supervisor immediately whenever the status of their disability changes (i.e. disability will end prior to original anticipated date, disability will extend beyond previously anticipated date). An employee on disability leave may be required to provide updated medical documentation at the request of the Office of Human Resources. Failure to provide a medical update may result in a suspension of salary payments.

Premiums for Disability Insurance are paid jointly by the College and the staff/faculty member.

Pregnancy-Related Disability is covered under the NYS Disability Insurance Law and is treated as a temporary disability as defined above. Under normal circumstances, the disability insurance provides 6 weeks coverage for temporary disability related to childbirth. Complications of pregnancy are considered on an individual basis in conjunction with the attending physician.

Disability leave must be noted on administrative work logs.

For the interplay of disability and family and medical leaves, please see the Family and Medical Leave policy.

The College may fill an employee's position when he/she is unable to return to work at the end of 6 months of disability. The College may fill an employee's job when he/she is absent for more than one long-term absence in several years.
Subject: DISCIPLINE FOR POOR WORK PERFORMANCE and MISCONDUCT

The purpose of this policy is to provide a framework for correcting poor work performance or behaviors that are detrimental to the successful operation of a department and/or beyond. Supervisors are encouraged to meet regularly with their staff members to provide feedback, guidance and mentoring and to identify strengths as well as weaknesses. When a weakness begins to develop into a problem, the supervisor should take Corrective Action.

Corrective Action is intended to ensure an employee is aware of a problem and potential solution before it becomes too serious and adversely affects the individual’s status. Corrective action is developmental, not punitive, and should be taken as soon as the supervisor becomes aware of problem with an employee’s performance or behavior. Supervisors should be very clear and direct when identifying particular shortcomings or problems. Together the supervisor and staff member should explore ways to correct the situation. A summary, indicating the date and subject of the discussion, should be retained by the supervisor for future reference, if necessary.

If, after taking corrective action, an employee continues to exhibit performance or behavior problems, the supervisor should follow the steps outlined below, although the College reserves the right to reduce or eliminate any part of these steps based on the detrimental impact the poor performance or behavior may have on the operation of the institution. Consultation with Human Resources is necessary before proceeding to these steps.

Written Warning. The supervisor meets with the employee to formally discuss the problem and outline a plan for improvement including expectations, any resources that might be available to assist the employee, follow-up meeting time, and other issues related to the particular situation. A written summary of the performance expectations and related information, including the date(s) previous corrective action was taken, is signed and dated by the employee and the supervisor.

Probation. If poor performance persists, the employee may be required to serve a formal probationary period. During the probationary period the supervisor is expected to maintain regular contact with the employee and be available for general guidance and support when requested. The expectations and length of probation is included in the probationary notice.

Continuation of Employment or Termination. At the conclusion of probation, if the recommendation is for the employee to continue employment, the supervisor will give the employee written notice of this together with a statement of expectations for the future. If the performance again becomes sub-standard, the supervisor is not required to provide the employee with another probationary period unless there is a clear set of new circumstances, such as a significant change in job responsibilities.

If at the conclusion of the probationary period, the staff member's performance is still unacceptable, the supervisor, in consultation with the Line Executive and Human Resources, will determine if termination is appropriate based on a review of the facts and circumstances. If the decision is made to terminate, the supervisor should give the staff member a letter outlining the reason for the termination and the effective date of the termination.

Immediate Termination for Misconduct

Misconduct may be a very serious situation that would give the College reason to immediately discharge an employee. The following is an illustrative but not inclusive list of misconduct: theft, fighting, threats of violence, lying, destroying property, insubordination, gambling on premises, sleeping during working hours, falsification of records, selling, purchasing, using, possessing or being under the influence of any illegal drug or alcohol while conducting college business, using another person's identification card or permitting another person to use your identification card, unlawful or improper conduct on or off premises during non-work hours which affects the employee's relation to her/his job, violation of the Computer Usage Policy; possession of firearms, explosives of any type (including fireworks), chemicals or weapons, and any other conduct detrimental to the College, or its reputation, or its operations or activities. This list is not exhaustive; other egregious situations may warrant immediate dismissal from employment.
Human Resources should be immediately consulted when it is learned that an employee has committed one of these violations. In all cases, the senior executive for the area must be made aware of the situation and concur with the determination to discharge the employee.

The College retains the right to terminate the employment of any individual who fails to conform to acceptable rules of behavior or performance or has committed serious misconduct.
Marist College affirms its commitment to promote the goals of fairness and equity in all aspects of the educational enterprise. All policies below are subject to resolution using the College’s Equity Resolution Process, as detailed below. The Equity Resolution Process is applicable regardless of the status of the parties involved, who may be members or non-members of the campus community, students, student organizations, faculty, administrators and/or staff. The College reserves the right to act on incidents occurring on-campus, or off-campus, when the off-campus conduct could have an on-campus impact or impact the educational mission of the College.

Key staff members who oversee implementation of the College’s Affirmative Action and Equal Opportunity plan, disability compliance, and the College’s policy on Civil Rights Equity Grievance are:

Christina Daniele serves as the Title IX Coordinator
Deborah Raikes-Colbert serves as the Equity/AA Coordinator,
Eva Jackson, as the ADA/504 Coordinator

Reports of discrimination, harassment and/or retaliation should be made to the Title IX Coordinator, Christina Daniele or deputy/deputies promptly, but there is no time limitation on the filing of grievances, as long as the accused individual remains subject to the College’s jurisdiction. All reports are acted upon promptly while every effort is made by the College to preserve the privacy of reports. Emergency access to the Title IX Coordinator or other appropriate, trained official is provided at all times, for intake of the first instance of a disclosure. All victims will be provided with a comprehensive brochure detailing options and resources, which the intake officer will also go over in person with the victim. Reports of discrimination by the Title IX Coordinator or designee should be reported to the College President.

This policy applies to behaviors that take place on the campus, at College-sponsored events, and to off-campus and actions online when the Title IX Coordinator or designee determines that the off-campus conduct affects a substantial College interest. A substantial College interest is defined to include:

a) Any action that constitutes criminal offense as defined by federal or New York law. This includes, but is not limited to, single or repeat violations of any local, state or federal law committed in the municipality where the College is located;

b) Any situation where it appears that the accused individual may present a danger or threat to the health or safety of self or others;

c) Any situation that significantly infringes upon the rights, property or achievements of self or others or significantly breaches the peace and/or causes social disorder; and/or

d) Any situation that is detrimental to the educational interests of the College.

Internal inquiries regarding the enclosed policies and procedures may be made to:

Christina Daniele   Deborah DiCaprio
Title IX Coordinator   VP/Dean for Student Affairs
Office of Human Resources   Rotunda 389
Donnelly Hall 120   845-575-3515
(845) 575-3799   deborah.dicaprio@marist.edu
titleix@marist.edu

External inquiries may be made to:
Office for Civil Rights (OCR)
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-1100
1. College Policy on Nondiscrimination

Marist College adheres to all federal and state civil rights laws banning discrimination in private institutions of higher education. The College will not discriminate against any employee, applicant for employment, student or applicant for admission on the basis of race, religion, color, sex, pregnancy, religion, creed, ethnicity, national origin (including ancestry), citizenship status, physical or mental disability, age, sexual orientation, gender, gender identity, veteran or military status (including special disabled veteran, Vietnam-era veteran, or recently separated veteran), predisposing genetic characteristics, domestic violence victim status or any other protected category under applicable local, state or federal law, including protections for those opposing discrimination or participating in any grievance process on campus or within the Equal Employment Opportunity Commission or other human rights agencies.

This policy covers nondiscrimination in employment and in access to educational opportunities. Therefore, any member of the campus community, guest or visitor who acts to deny, deprive or limit the educational, employment, residential and/or social access, benefits and/or opportunities of any member of the campus community on the basis of their actual or perceived membership in the protected classes listed above is in violation of the College policy on nondiscrimination. When brought to the attention of the College, any such discrimination will be appropriately remedied by the College according to the procedures below.

2. College Policy on Accommodation of Disabilities

The College is committed to full compliance with the Americans With Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified persons with disabilities, as well as other federal and state laws pertaining to individuals with disabilities. Under the ADA and its amendments, a person has a disability if he or she has a physical or mental impairment that substantially limits a major life activity. The ADA also protects individuals who have a record of a substantially limiting impairment or who are regarded as disabled by the institution whether qualified or not. A substantial impairment is one that significantly limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking, or caring for oneself.

The Director of Employee Relations or designee has been named as the ADA/504 Coordinator and is responsible for coordinating efforts to comply with these disability laws, including investigation of any grievance alleging noncompliance.

a. Students with Disabilities
The College is committed to providing qualified students with disabilities with reasonable accommodations and support needed to ensure equal access to the academic programs and activities of the College. All accommodations are made on a case-by-case basis. A student requesting any accommodation should first contact the Director of Special Services, Jean Vizvary or designee who coordinates services for students with disabilities. The Director reviews documentation provided by the student and, in consultation with the student, determines which accommodations are appropriate to the student’s particular needs and academic programs.

b. Employees with Disabilities

Pursuant to the ADA, the College will provide reasonable accommodation(s) to all qualified employees with known disabilities, where their disability affects the performance of their essential job functions, except where doing so would be unduly disruptive or would result in undue hardship. An employee with a disability is responsible for requesting an accommodation in writing and providing documentation to the 504 Coordinator or designee. The 504 Coordinator or designee will work with the employee’s supervisor to identify which essential functions of the position are affected by the employee’s disability and what reasonable accommodations could enable the employee to perform those duties.

3. College Policy on Discriminatory Harassment

Students, staff, administrators, and faculty are entitled to a working environment and educational environment free of discriminatory harassment. The College’s harassment policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane, but controversial or sensitive subject matters protected by academic freedom. The sections below describe the specific forms of legally prohibited harassment that are also prohibited under College policy.

a. Discriminatory and Bias-Related Harassment

Harassment constitutes a form of discrimination that is prohibited by law. The College will remedy all forms of harassment when reported, whether or not the harassment rises to the level of creating a hostile environment. When harassment rises to the level of creating a hostile environment, the College may also impose sanctions on the harasser. The College harassment policy explicitly prohibits any form of harassment, defined as unwelcome conduct on the basis of actual or perceived membership in a protected class, by any member or group of the community. A hostile environment may be created by oral, written, graphic, or physical conduct that is sufficiently severe or persistent/pervasive that it interferes with, limits or denies the ability of an individual to participate in or benefit from educational programs or activities or employment access, benefits or opportunities.ii

The College reserves the right to address offensive conduct and/or harassment that does not rise to the level of discrimination or that is of a generic nature not on the basis of a protected status, and which customarily may not result in the imposition of discipline under College policy. This will be addressed through civil confrontation, remedial actions, education, and/or effective conflict resolution mechanisms. For assistance with conflict resolution techniques, employees should contact the Director of Human Resources and students should contact the Director of Student Conduct. The College condemns and will not tolerate discriminatory harassment against any employee, student, visitor or guest on the basis of any status protected by College policy or law.

b. Sexual Harassment

Both the Equal Employment Opportunity Commission and the State of New York regard sexual harassment as a form of sex/gender discrimination and, therefore, as an unlawful discriminatory practice. The College has adopted the following definition of sexual harassment, in order to address the special environment of an academic community, which consists not only of employer and employees, but of students as well.iii

Sexual harassment is unwelcome, sexual or gender-based verbal, written, online and/or physical conduct.iv Anyone experiencing sexual harassment in any College program is encouraged to report it immediately to the College’s Title IX Coordinator or to any deputy coordinator.
Sexual harassment creates a hostile environment, and may be subject to discipline when it is severe or persistent/pervasive and it:
  o has the effect of unreasonably interfering with, denying or limiting employment opportunities or the
    ability to participate in or benefit from the College’s educational, social and/or residential program, and
  is
  o based on power differentials (quid pro quo), the creation of a hostile environment or retaliation.

Policy Expectations with Respect to Consensual Relationships

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as faculty-student and supervisor-employee). These relationships may be less consensual than perceived by the individual whose position confers power. The relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic or sexual involvement, this past consent may not remove grounds for a later charge of a violation of applicable sections of this policy. The College does not wish to interfere with private choices regarding personal relationships when these relationships do not interfere with the goals and policies of the College. For the personal protection of members of this community, relationships in which power differentials are inherent (faculty-student, staff-student, administrator-student) are prohibited.

Consensual romantic or sexual relationships in which one party maintains a direct supervisory or evaluative role over the other party are unethical. Therefore, persons with direct supervisory or evaluative responsibilities who are involved in such relationships must bring those relationships to the timely attention of their supervisor, and will likely result in the necessity to remove the employee from the supervisory or evaluative responsibilities, or shift a party out of being supervised or evaluated by someone with whom they have established a consensual relationship. This includes RAs and students over whom they have direct responsibility. Failure to self-report such relationships to a supervisor as required can result in disciplinary action for an employee.

c. Sexual Misconduct

State law defines various violent and/or non-consensual sexual acts as crimes. Additionally, the College has defined categories of sexual misconduct, as stated below, for which action under this policy may be imposed. Generally speaking, the College considers Non-Consensual Sexual Intercourse violations to be the most serious, and therefore typically imposes the most severe sanctions, including suspension or expulsion for students and termination for employees. However, the College reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any act of sexual misconduct or other gender-based offenses, including intimate partner or relationship (dating and/or domestic) violence, non-consensual sexual contact and stalking based on the facts and circumstances of the particular grievance. Acts of sexual misconduct may be committed by any person upon any other person, regardless of the sex, gender, sexual orientation and/or gender identity of those involved. Violations include:

  i. Sexual Harassment (as defined in section b above)

Non-Consensual Sexual Intercourse is defined as:

- any sexual penetration or intercourse (anal, oral or vaginal)
- however slight
- with any object
- by a person upon another person
- that is without affirmative consent and/or by force

Sexual penetration includes vaginal or anal penetration by a penis, tongue, finger or object, or oral copulation by mouth to genital contact or genital to mouth contact.

Non-Consensual Sexual Contact is defined as:
• any intentional sexual touching
• however slight
• with any object
• by a person upon another person
• that is without affirmative consent and/or by force

Sexual touching includes any bodily contact with the breasts, groin, genitals, mouth or other bodily orifice of another individual, or any other bodily contact in a sexual manner.

ii. Sexual Exploitation

Sexual Exploitation refers to a situation in which a person takes non-consensual or abusive sexual advantage of another, and situations in which the conduct does not fall within the definitions of Sexual Harassment, Non-Consensual Sexual Intercourse or Non-Consensual Sexual Contact. Examples of sexual exploitation include, but are not limited to:

• Sexual voyeurism (such as watching a person undressing, using the bathroom or engaged in sexual acts without the consent of the person observed)
• Taking pictures or video or audio recording another in a sexual act, or in any other private activity without the consent of all involved in the activity, or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person’s consent)
• Prostitution
• Sexual exploitation also includes engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or other sexually transmitted infection (STI) and without informing the other person of the infection, and further includes administering alcohol or drugs (such as “date rape” drugs) to another person without his or her knowledge or consent

iii. Affirmative Consent

Affirmative consent is knowing, voluntary and mutual decision among all participants to engage in sexual activity. Consent can be given by words or actions, as long as those words or actions create clear permission regarding willingness to engage in sexual activity. Silence or lack of resistance, in and of itself, does not demonstrate consent. The definition of consent does not vary based on a participant’s sex, sexual orientation, gender identity or gender expression. Since individuals may experience the same interaction in different ways, it is the responsibility of each party to make certain that the other has consented before engaging in the activity.

A person cannot consent if he or she is unable to understand what is happening or is disoriented, helpless, asleep or unconscious for any reason, including due to alcohol or other drugs. An individual who engages in sexual activity when the individual knows, or should know, that the other person is physically or mentally incapacitated has violated this policy.

It is not an excuse that the individual responding party of sexual misconduct was intoxicated and, therefore, did not realize the incapacity of the other. Incapacitation is defined as a state where someone cannot make rational, reasonable decisions because they lack the capacity to give knowing consent (e.g., to understand the “who, what, when, where, why or how” of their sexual interaction). This policy also covers a person whose incapacity results from mental disability, involuntary physical restraint and/or from the taking of incapacitating drugs.

Consent to some sexual contact or prior sexual activity (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous dating relationship is not sufficient to constitute consent. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred, and any similar previous patterns that may be evidenced. A person can withdraw consent at any time during sexual activity by expressing in words or actions that he or she no longer wants the act to continue, and, if that happens, the other person must stop immediately.
In New York State, a minor (meaning a person under the age of 17 years) cannot consent to sexual activity. This means that sexual contact by an adult with a person younger than 17 years old is a crime, as well as a violation of this policy, even if the minor wanted to engage in the act.

4. Other Civil Rights Offenses, When the Act is Based upon the Status of a Protected Class

- Threatening or causing physical harm, extreme verbal abuse or other conduct which threatens or endangers the health or safety of any person on the basis of their actual or perceived membership in a protected class
- Discrimination, defined as actions that deprive other members of the community of educational or employment access, benefits or opportunities on the basis of their actual or perceived membership in a protected class
- Intimidation, defined as implied threats or acts that cause an unreasonable fear of harm in another on the basis of actual or perceived membership in a protected class
- Hazing, defined as acts likely to cause physical or psychological harm or social ostracism to any person within the College community, when related to the admission, initiation, pledging, joining, or any other group-affiliation activity (as defined further in the hazing policy) on the basis of actual or perceived membership in a protected class; hazing is also illegal under New York law and prohibited by College policy
- Bullying, defined as repeated and/or severe aggressive behavior likely to intimidate or intentionally hurt, control or diminish another person, physically or mentally on the basis of actual or perceived membership in a protected class
- Violence between those in an intimate relationship to each other on the basis of actual or perceived membership in a protected class (this includes romantic relationships, dating, domestic and/or relationship violence)
- Stalking, defined as a course of conduct directed at a specific person on the basis of actual or perceived membership in a protected class that is unwelcome and would cause a reasonable person to feel fear
- Any other College rules, when a violation is motivated by the actual or perceived membership of the victim in a protected class may be pursued using this policy and process.

Sanctions for the above-listed “Other Civil Rights Behaviors” behaviors range from reprimand up through and including expulsion (students) or termination of employment.

5. Retaliation

Retaliation is defined as any adverse action taken against a person participating in a protected activity because of their participation in that protected activity. Retaliation against an individual for alleging harassment, supporting a reporting party or for assisting in providing information relevant to a claim of harassment is a serious violation of College policy and will be treated as another possible instance of harassment or discrimination. Acts of alleged retaliation should be reported immediately to the Title IX Coordinator or designee and will be promptly investigated. The College is prepared to take appropriate steps to protect individuals who fear that they may be subjected to retaliation.

6. Interim Measures

The College will implement initial interim and responsive and/or protective actions upon notice of alleged harassment, retaliation and/or discrimination. Such measures could include but are not limited to: no contact orders, providing counseling and/or medical services, transportation assistance, academic support, living arrangement adjustments, providing a campus escort, academic or work schedule and assignment modifications, safety planning, referral to campus and community support resources.

The College will take additional prompt interim and/or disciplinary action with respect to any member of the community, guest or visitor who has been found to engage in harassing or discriminatory behavior or retaliation. Procedures for handling reported incidents are fully described below. Deliberately false and/or malicious accusations of harassment, as opposed to grievances which, even if erroneous, are made in good faith, are just as serious an offense as harassment and will be subject to appropriate disciplinary action.

7. Amnesty

The health and safety of every student at the College is of utmost importance. Marist College recognizes that students
who have been drinking and/or using drugs (whether such use is voluntary or involuntary) at the time that violence, including but not limited to domestic violence, dating violence, stalking, or sexual assault occurs may be hesitant to report such incidents due to fear of potential consequences for their own conduct. The College strongly encourages students to report domestic violence, dating violence, stalking, or sexual assault to institutional officials. A bystander acting in good faith or a reporting individual acting in good faith that discloses any incident of domestic violence, dating violence, stalking, or sexual assault to College officials or law enforcement will not be subject to the College’s code of conduct action for violations of alcohol and/or drug use policies occurring at or near the time of the commission of the domestic violence, dating violence, stalking, or sexual assault.

8. Confidentiality and Reporting of Offenses Under This Policy

The College is committed to the highest ethical and professional standards of conduct and to the safety and well-being of all members of our community. To achieve this goal, the college expects and relies on each member of the community to report actual or suspected violations of federal or state laws, violations of College policy or procedures, or other suspected wrongdoings. This includes reports from students, third-parties, and/or anonymous sources. The following describes the reporting options at the College.

a. Confidential Reporting

If a reporting party would like the details of an incident to be kept confidential, the reporting party may speak with members of the Counseling Center, Health Services, or Father Richard LaMorte, Catholic priest and Campus Minister, off-campus local rape crisis counselors, domestic violence resources, and local or state assistance agencies, who will maintain confidentiality except in extreme cases of immediacy of threat or danger or abuse of a minor. For off-campus support and resources please visit www.marist.edu/titleix/resources. These employees will submit anonymous statistical information for Title IX tracking and Clery Act purposes unless they believe it would be harmful to their client, patient or parishioner. Campus counselors are available for students and the Employee Assistance Program is available for employees free of charge and can be seen on an emergency basis during normal business hours.

b. Formal Reporting Options

College employees have a duty to report, unless they fall under the section above. Parties making a report may want to consider carefully whether they share personally identifiable details with non-confidential employees, as those details must be shared by the employee with the Title IX Coordinator and/Deputy Coordinators or designee. Otherwise, employees must share all details of the reports they receive. If a reporting party does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal resolution to be pursued, the reporting party may make such a request to the Title IX Coordinator/Deputy Coordinators or designee, who will evaluate that request in light of the duty to ensure the safety of the campus and comply with federal law. Even Marist College offices and employees who cannot guarantee confidentiality will maintain privacy to the greatest extent possible. The information provided to a non-confidential resource will be relayed only as necessary for the Title IX Coordinator to investigate and/or seek a resolution.

In cases indicating pattern, predation, threat and/or violence, the College will be unable to honor a request for confidentiality. In cases where the victim requests confidentiality and the circumstances allow the College to honor that request, the College will offer interim supports and remedies to the victim and the community, but will not otherwise pursue formal action. A reporting party has the right, and can expect, to have reports taken seriously by the College when formally reported, and to have those incidents investigated and properly resolved through these procedures. Formal reporting still affords privacy to the reporter, and only a small group of officials who need to know will be informed. Information will be shared as necessary with investigators, witnesses and the responding party. The circle of people with this knowledge will be kept as tight as possible to preserve a reporting party’s rights and privacy. Any disclosure made in the course of institutional research, classroom discussions or writing assignments or events such as Take Back the Night or speakouts is not considered notice to the College unless the victim wishes a report to be made. Such information will be used to inform campus climate and educational efforts, generally.
9. Federal Timely Warning Obligations

Victims of sexual misconduct should be aware that College administrators must issue timely warnings for incidents reported to them that pose a substantial threat of bodily harm or danger to members of the campus community. The College will make every effort to ensure that a victim’s name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger. Any information about the resolution will not be released by the College until the conclusion of the resolution process, as permitted by law.

Process for Resolving Reports of Harassment, Sexual Misconduct, and Other Forms of Discrimination

The College will act on any formal or informal grievance or notice of violation of the policy on Discrimination, Harassment, and Sexual Misconduct, that is received by the Title IX Coordinator or designee, or other College employee.

The procedures described below will apply to all grievances involving students, staff or faculty members with the exception that unionized or other categorized employees will be subject to the terms of their respective collective bargaining agreements/employees’ rights to the extent those agreements do not conflict with federal or state compliance obligations. Grievances brought to the colleges’ attention involving non-members of the community are also covered by these procedures.

1. Equity Resolution Panel (ERP)

The Equity Resolution Panel, made up of trained faculty, staff, and/or administrators is charged with hearing cases brought before them that violate the Colleges discrimination policies including Title IX violations. Most panels will consist of three (3) individuals. Members of the ERP are trained in all aspects of the grievance (hearing) process, and can serve in any of the following roles, and the direction of the Title IX Coordinator or designee:

- To provide sensitive intake and initial counseling to reporting parties
- To serve in a mediation role in conflict resolution
- To investigate reports of discrimination
- To act as advocates to those involved in the process
- To serve on hearing panels
- To serve on appeal panels

ERP members also recommend proactive policies, and serve in an educative role for the community. The President, in consultation with the Associate Vice President for Human Resources or designee, appoints the panel, which reports to the Title IX Coordinator. ERP members receive annual training organized by the Title IX Coordinator or designee, including a review of College policies and procedures, so that they are able to provide accurate information to members of the community. All ERP members are required to attend this annual training.

2. Reporting Misconduct

Any member of the community, guest or visitor who believes that the policy on Discrimination, Harassment, and Sexual Misconduct has been violated should contact the Title IX Coordinator or designee. It is also possible for employees to notify a supervisor, or for students to notify the Office of Student Conduct, Housing and Residence Life staff, the Vice President for Student Affairs, the Assistant Dean of Student Affairs, or other trusted advisors. Any member of the community, including visitors, may also contact Safety and Security. These individuals will in turn notify the Title IX Coordinator.

All employees receiving reports of a potential violation of College policy are expected to promptly contact the Title IX Coordinator or designee, the Office of Safety and Security, or the Office of Student Conduct within 24 hours of becoming aware of a report or incident. All initial contacts will be treated with the maximum possible privacy: specific information on any grievances received by any party will be reported to the Title IX Coordinator or designee, but,
subject to the College’s obligation to address violations, every effort will be made to maintain the privacy of those initiating a report of a grievance. In all cases, the College will give consideration to the reporting party with respect to how the reported misconduct is pursued, but reserves the right, when necessary to protect the community, to investigate and pursue a resolution when an alleged victim chooses not to initiate or participate in a formal grievance.

3. Intake for Reported Misconduct

Following receipt of notice or a report of misconduct, the Title IX Coordinator or designee will conduct an initial Title IX assessment. The goal of this assessment is to provide an integrated and coordinated response to these reports. The assessment will consider the nature of the report, the safety of the individual, the campus community, and the reporting parties’ preference for resolution. In addition, the Title IX Coordinator or designee will notify the reporting party of their right to use an advisor of their choice (including attorneys) who can provide support during the grievance process. The reporting party may choose an advisor/advocate, if preferred, or proceed without an advisor/advocate. Normally, within two business days, an initial determination is made whether a policy violation may have occurred and/or whether conflict resolution might be appropriate. If the reported misconduct does not appear to violate a policy violation or if conflict resolution is desired by the reporting party, and appears appropriate given the nature of the alleged behavior, then the report does not proceed to investigation, unless a pattern of misconduct is suspected. A full investigation will necessarily be pursued if there is evidence of a pattern of misconduct or a perceived threat of further harm to the community or any of its members. The College aims to complete all investigations within a 60 calendar day time period, which can be extended as necessary for appropriate cause by the Title IX Coordinator or designee with notice to the parties.

4. Investigation

If the Title IX assessment concludes that College disciplinary action may be appropriate, and the reporting party wishes to pursue a formal resolution the College will initiate an investigation. The Title IX Coordinator or designee will appoint a member(s) of the ERP to conduct the investigation, usually within two business days of determining that a resolution should proceed. The investigators will conduct the investigation in a manner appropriate to the circumstances of the case, and typically will include interviews with the reporting and responding parties to present statements, witnesses, and other evidence. The interviews will be supplemented by the gathering of any physical, documentary, or other evidence with appropriate sensitivity and respect. The investigation will be conducted in a manner that is respectful of the individual privacy concerns. At the conclusion of the investigation, the investigator(s) will prepare a report setting forth the facts gathered which will be forwarded to the Title IX Coordinator and the College Administrator responsible for initiating disciplinary resolution proceedings.

5. Interim Remedies

If, in the judgment of the Title IX Coordinator or designee, the safety or well-being of any member(s) of the campus community may be jeopardized by the presence on-campus of the accused individual or the ongoing activity of a student organization whose behavior is in question, the Title IX Coordinator or designee may provide interim remedies intended to address the short-term effects of harassment, discrimination and/or retaliation, i.e., to redress harm to the alleged victim and the community and to prevent further violations. These remedies may include referral to counseling and health services or to the Employee Assistance Program, education to the community, altering the housing situation of an accused student or resident employee (or the alleged victim, if desired), altering work arrangements for employees, providing campus escorts, implementing contact limitations between the parties, offering adjustments to academic deadlines, course schedules, etc.

The College may interim suspend a student, employee or organization pending the completion of ERP investigation and procedures. The appropriate administrative officer or Title IX Coordinator/designee has sole discretion to implement an interim suspension under the policy on Discrimination, Harassment and Sexual Misconduct, and to determine its conditions and duration. Violation of an interim suspension under this policy will be grounds for dismissal or termination.
During an interim suspension or administrative leave, a student or employee may be denied access to College housing and/or the College campus/facilities/events. As determined by the appropriate administrative officer or Title IX Coordinator/designee this restriction can include classes and/or all other College activities or privileges for which the student or employee might otherwise be eligible. At the discretion of the appropriate administrative officer or Title IX Coordinator/designee alternative coursework options may be pursued to ensure as minimal an impact as possible on the accused student or employee.

Both the accused or respondent and the reporting individual will, upon request be afforded a prompt review of the need for and terms of an interim suspension, including potential modification, and will be allowed to submit evidence in support of his or her request.

6. Resolution of Reported Misconduct

During or upon the completion of investigation, the investigators will meet with the Title IX Coordinator or designee. Based on that meeting, the Title IX Coordinator or designee will make a decision on whether there is reasonable cause to proceed with the resolution. If the Title IX Coordinator or designee decides that no policy violation has occurred or that the preponderance of evidence (i.e., whether it is more likely than not that the accused individual committed each alleged violation) does not support a finding of a policy violation, then the process will end unless the reporting party requests that the Title IX Coordinator or designee makes an extraordinary determination to re-open the investigation or to forward the matter for a hearing. This decision lies in the sole discretion of the Title IX Coordinator or designee. If there is reasonable cause, the Title IX Coordinator or designee will direct the investigation to continue, or if there is a preponderance of evidence of a violation, then the Title IX Coordinator or designee may recommend conflict resolution, a resolution without a hearing or a formal hearing, based on the below criteria.

a. Conflict Resolution

The Title IX Coordinator or designee will determine if conflict resolution is appropriate, based on the willingness of the parties, the nature of the conduct. Conflict resolution is often used for less serious, yet inappropriate, behaviors and is encouraged as an alternative to the formal hearing process to resolve conflicts. In a conflict resolution meeting, an ERP member will facilitate a dialogue with the parties to an effective resolution, if possible. Sanctions are not possible as the result of a conflict resolution process, though the parties may agree to appropriate remedies. The Title IX Coordinator or designee will keep records of any resolution that is reached, and failure to abide by the accord can result in appropriate responsive actions.

Conflict resolution will not be the primary resolution mechanism used to address reports of sexual misconduct or violent behavior of any kind or in other cases of serious violations of policy, though it may be made available after the formal process is completed should the parties and the Title IX Coordinator or designee believe that it could be beneficial. It is not necessary to pursue conflict resolution first in order to make a formal ERP report, and anyone participating in conflict resolution can stop that process at any time and request a formal hearing.

b. Resolution Without a Hearing

Resolution without a hearing can be pursued for any behavior that falls within the policy on Discrimination, Harassment, and Sexual Misconduct, at any time during the process. The Title IX Coordinator or designee will provide written notification of reported misconduct to any member of the College community who is accused of an offense of harassment, discrimination, or retaliation. The Title IX Coordinator or designee together with the investigator(s) will meet with the responding individual to explain the finding(s) of the investigation. Once informed, the responding party may choose to admit responsibility for the alleged policy violations at any point in the process. If so, the Title IX Coordinator or designee will render a finding that the individual is in violation of College policy for the admitted conduct. For admitted violations, the Chair of the ERP will recommend an appropriate sanction or responsive action. If the sanction/responsive action is accepted by both the reporting party and responding party, the Title IX Coordinator or designee will implement it, and act promptly and effectively to remedy the effects of the admitted conduct upon the victim and the community. If either party rejects the sanction/responsive action, an ERP formal hearing will be held.
according to the ERP procedures below, except in the case of at-will employees for whom findings and responsive actions will be determined by the Associate Vice President for Human Resources in collaboration with the Title IX Coordinator or designee, based on the results of the investigation. If reported misconduct is resolved at this stage, the Title IX Coordinator or designee will inform the accused individual and the reporting party of the final determination within 10 business days of the resolution, without significant time delay between notifications. Notification will be made in writing and may be delivered by one or more of the following methods: in person; mailed to the local or permanent address of the parties as indicated in official College records; or emailed to the parties’ College-issued email account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered.

c.  Formal Hearing

For any grievances that are not appropriate for conflict resolution and which are not resolved without a hearing, the Title IX Coordinator or designee will initiate a formal hearing or for employees for whom no hearing process is available, will refer his/her findings to the Associate Vice President for Human Resources or designee for implementation.

7.  Formal ERP Procedure

   a.  Hearing Panels

The Title IX Coordinator or designee will appoint a non-voting panel Chair, depending on whether the responding party is a faculty member, other employee, or student and three members of the ERP to the hearing panel, none of whom have been previously involved with the investigation. ERP members who served as investigators will be witnesses in the hearing of the grievance and therefore may not serve as hearing panel members. Hearing panels may include both faculty and non-faculty employees, with a least one faculty employee selected in a grievance involving a faculty member. No member of the panel may be a practicing attorney, though the institution reserves the right to have its attorney present during the hearing. The panel will meet at times determined by the Title IX Coordinator or designee.

   b.  Notification of Charges

At least one week prior to the hearing, or as far in advance as is reasonably possible if an accelerated hearing is scheduled with the consent of the parties, the Title IX Coordinator or designee will send a letter to the parties with the following information. Once mailed, emailed and/or received in-person, notice will be presumptively delivered. The letter will contain:

- A description of the alleged violation(s), a description of the applicable procedures and a statement of the potential sanctions/responsive actions that could result.
- The time, date and location of the hearing and a reminder that attendance is mandatory. If any party does not appear at the scheduled hearing, the hearing will be held in their absence. For compelling reasons, the Title IX Coordinator or designee may reschedule the hearing.
- The parties may have the assistance of an advisor/advocate at the hearing. Typically, advocates are members of the campus community, but the parties may select whomever they wish to serve as their advocate including attorneys. Note that the advocate may not make a presentation or represent the reporting party or responding party during the hearing. The parties to the hearing are expected to ask and respond to questions on their own behalf, without representation by their advisor/advocate. The advisor/advocate may consult with the advisee quietly or in writing, or outside the hearing during breaks, but may not speak on behalf of the advisee to the panel.
- Hearings for possible violations that occur near or after the end of an academic term will be held immediately after the end of the term or during the summer, as needed, to meet the resolution timeline followed by the College and remain within the 60-day goal for resolution.

c.  Hearing Procedures

ERP Hearings will be convened, usually within one to two weeks of the completion of the investigation, and will be conducted in private. The ERP has the authority to hear all collateral misconduct, meaning that it hears all allegations of
discrimination, harassment and retaliation, but also may hear any additional alleged policy violations that have occurred along with the discrimination, harassment or retaliation, or sexual misconduct even though those collateral allegations may not specifically fall within ERP jurisdiction. Accordingly, investigations should be conducted with as wide a scope as necessary.

Participants will include the non-voting Chair, the three members of the panel, the investigator(s) who conducted the investigation on the grievance, the reporting party and responding party(ies) (or three organizational representatives in a case where an organization is charged), advisors/advocates to the parties and any called witnesses. All institutional officials will be impartial and free of conflicts of interest throughout the resolution process. The Chair will exchange the names of witnesses the College intends to call, all pertinent documentary evidence and any written findings from the investigators between the parties at least two business days prior to the hearing. In addition, the parties will be given a list of the names of each of the ERP panel members at least two business days in advance of the hearing. Should either party object to any panelist, he/she must raise all objections, in writing, to the Title IX Coordinator or designee immediately. Panel members will only be unseated if the Chair concludes that their bias precludes an impartial hearing of the grievance. Additionally, any panelist or Chair who feels he/she cannot make an objective determination must recuse himself or herself from the proceedings when notified of the identity of the parties and all witnesses in advance of the hearing.

All parties will have ample opportunity to present facts and arguments in full and question all present witnesses during the hearing, though formal cross-examination is not used between the parties. If alternative questioning mechanisms are desired (screens, Skype, questions directed through the Chair, etc.), the parties should request them from the Title IX Coordinator or designee at least two business days prior to the hearing.

Once the procedures are explained and the participants are introduced, the investigator will present the report of the investigation first, and be subject to questioning by the parties and the ERP. The investigator(s) will be present during the entire hearing process, but will only be present during deliberations at the request of the Chair. The findings of the investigation are not binding on the panel, though any undisputed conclusions of the investigation report will not be revisited, except as necessary to determine sanctions/responsive actions. Once the investigator(s) is/are questioned, the ERP will permit questioning of and by the parties, and of any present witness. Questions may be directed through the panel at the discretion of the Chair.

Formal rules of evidence will not apply. Any evidence that the panel believes is relevant and credible may be considered, including history and pattern evidence. The Chair will address any evidentiary concerns prior to and/or during the hearing, may exclude irrelevant or immaterial evidence and may ask the panel to disregard evidence lacking in credibility. The Chair will determine all questions of procedure and evidence. Anyone appearing at the hearing to provide information will respond to questions on his/her own behalf. Unless the Chair determines it is appropriate, no one will present information or raise questions concerning: (1) incidents not directly related to the possible violation, unless they show a pattern, or (2) the sexual history of or the character of the victim/reporting party.

There will be no observers in the hearing. The Chair may allow witnesses who have relevant information to appear at a portion of the hearing in order to respond to specific questions from the panel or the parties involved. The panel does not hear from character witnesses, but will accept up to two letters supporting the character of the individuals involved.

In hearings involving more than one accused individual or in which two reporting parties have accused the same individual of substantially similar conduct, the standard procedure will be to hear the grievances jointly; however, the Title IX Coordinator or designee may permit the hearing pertinent to each responding party to be conducted separately. In joint hearings, separate determinations of responsibility will be made for each responding party.

Proceedings are private. All persons present at any time during the hearing are expected to maintain the privacy of the proceedings, subject to College consequences for failure to do so. While the contents of the hearing are private, the parties have discretion to share their own experiences if they so choose, and should discuss doing so with their advocates.

Hearings are recorded for purposes of review in the event of an appeal. ERP members, the parties and/or the persons
who initiated the action, and appropriate administrative officers of the College will be allowed to listen to the recording in a location determined by the Title IX Coordinator or designee. No person will be given or be allowed to make a copy of the recording without permission of the Title IX Coordinator or designee. Hearings are recorded for purposes of review in the event of an appeal. The parties and/or the persons who initiated the action, and appropriate administrative officers of the College will be allowed to listen to the recording in a location determined by the Title IX Coordinator or designee. The parties and/or the persons who initiated the action confirm that they will protect the privacy of the information contained in the recording.

d. Decisions

The ERP will deliberate in closed session to determine whether the responding party is responsible or not responsible for the violation(s) in question. The panel will base its determination on a preponderance of the evidence (i.e., whether it is more likely than not that the accused individual committed each alleged violation). If an individual responding party or organization is found responsible by a majority of the panel, the panel will recommend appropriate sanctions to the Title IX Coordinator or designee.

The Chair will prepare a written deliberation report and deliver it to the Title IX Coordinator or designee, detailing the finding, how each member voted, the information cited by the panel in support of its recommendation and any information the hearing panel excluded from its consideration and why. The report should conclude with any recommended sanctions. This report should not exceed two pages in length and must be submitted to the Title IX Coordinator or designee within five (5) business days of the end of deliberations.

The Title IX Coordinator or designee will inform the accused individual and the reporting party of the final determination within 10 business days of the hearing, without significant time delay between notifications. Notification will be made in writing and may be delivered by one or more of the following methods: in person; mailed to the local or permanent address of the parties as indicated in official College records; or emailed to the parties’ College-issued email account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered.

e. Sanctions

Sanctions or responsive actions will be recommended by the ERP. Factors considered when determining a sanction/responsive action may include:

- The nature, severity of, and circumstances surrounding the violation
- An individual’s disciplinary history
- Previous grievances or allegations involving similar conduct
- Any other information deemed relevant by the ERP
- The need for sanctions/responsive actions to bring an end to the discrimination, harassment and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment and/or retaliation
- The need to remedy the effects of the discrimination, harassment and/or retaliation on the victim and the community

i. Student Sanctions

A complete list of student sanctions that may be imposed upon students or organizations singly or in combination can be found in the Student Code of Conduct and complete policy found in www.marist.edu/titleix. At any point in the process at which sanctions are to be imposed, the reporting party will have the right to submit a written impact statement to be considered before sanctions are determined.

Transcript Notation

For crimes of violence, including, but not limited to sexual violence, Marist College will make a notation on the transcript of students found responsible after a conduct process that they were "suspended after a finding of"
responsibility for a code of conduct violation" or "expelled after a finding of responsibility for a code of conduct violation." For any respondent who withdraws from the institution while such conduct charges are pending, and declines to complete the disciplinary process, Marist College will make a notation on the transcript that they "withdrew with conduct charges pending." Marist College permits a student seeking removal of a transcript notation for a suspension to petition the Title IX Coordinator in writing for such removal, provided that such notation will not be removed prior to one year after conclusion of the suspension. Notations for expulsion will not be removed. If a finding of responsibility is vacated for any reason, any such transcript notation will be removed.

ii. Employee Sanctions

Responsive actions for an employee who has engaged in sexual misconduct, harassment, discrimination and/or retaliation include warning, required counseling, demotion, suspension with pay, suspension without pay and termination.

f. Withdrawal or Resignation While Charges Pending

Students: Should a student decide to leave and not participate in the investigation and/or hearing, the process will nonetheless proceed in the student’s absence to a reasonable resolution and that student will not be permitted to return to College unless all sanctions have been satisfied.

Employees: Should an employee resign while charges are pending, the records of the Title IX Coordinator or designee will reflect that status, as will College responses to any future inquiries regarding employment references for that individual. The Title IX Coordinator or designee will act to promptly and effectively remedy the effects of the conduct upon the victim and the community. If an employee is dismissed due to a Title IX violation the college will advise future employment references.

g. Appeals

All requests for appeal considerations must be submitted in writing to the Title IX Coordinator or designee within (5) five business days of the delivery of the written finding of the ERP.

A three-member panel of the ERP designated by the Title IX Coordinator or designee who was not involved in the grievance previously will consider all appeal requests. Any party may appeal, but appeals are limited to the following:

- A procedural error or omission occurred that significantly impacted the outcome of the hearing (e.g. substantiated bias, material deviation from established procedures, etc.).
- To consider new evidence, unknown or unavailable during the original hearing or investigation, that could substantially impact the original finding or sanction. A summary of this new evidence and its potential impact must be included.
- The sanctions imposed are substantially disproportionate to the severity of the violation.

The appeals panel of the ERP will review the appeal request(s). The original finding and sanction/responsive actions will stand if the appeal is not timely or is not based on the grounds listed above, and such a decision is final. When any party requests an appeal, the other party (parties) will be notified and joined in the appeal. The party requesting appeal must show that the grounds for an appeal request have been met, and the other party or parties may show the grounds have not been met, or that additional grounds are met. The original finding and sanction are presumed to have been decided reasonably and appropriately.

Where the ERP appeals panel finds that at least one of the grounds is met, and proceeds, additional principles governing the hearing of appeals include the following:

- Appeals decisions by the ERP panel are to be deferential to the original decision, making changes to the finding only where there is clear error and to the sanction/responsive action only if there is a compelling justification to do so.
- Appeals are not intended to be full rehearings of the grievance. In most cases, appeals are confined to a review of the written documentation or record of the original hearing, and pertinent documentation regarding the grounds for appeal. Appeals granted based on new evidence should normally be remanded to the original hearing panel unless otherwise directed by the Title IX Coordinator or designee.
- Sanctions imposed are implemented immediately unless the Title IX Coordinator or designee determines their
implementation in extraordinary circumstances, pending the outcome of the appeal.

- The Title IX Coordinator or designee will normally, after conferring with the ERP appeals panel, render a written decision on the appeal to all parties within 10 business days from hearing of the appeal.
- All parties should be informed of whether the grounds for an appeal are accepted and the results of the appeal decision.
- Once an appeal is decided, the outcome is final: further appeals are not permitted.

**h. Failure to Complete Sanctions/Comply with Responsive Actions**

All responding parties are expected to comply with conduct sanctions/responsive/corrective actions within the time frame specified by the Title IX Coordinator or designee. Failure to follow through on conduct sanctions/responsive/corrective actions by the date specified, whether by refusal, neglect or any other reason, may result in additional sanctions/responsive/corrective actions and/or suspension, expulsion and/or termination from the College. A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator or designee.

**i. Records**

In implementing this policy, records of all grievances, resolutions, and hearings will be kept by the Office of Student Conduct and/or Title IX Coordinator or designee. All suspensions and dismissals are kept indefinitely in paper form and in a database.

**j. Statement of the Rights of a Reporting Party - Survivor Bill of Rights**

- To take advantage of campus support resources (such as Counseling Services, Health Services for students, and Fr. Richard LaMorte (Catholic Priest, Campus Ministries) or EAP services for employees).
- To experience a safe living, educational and work environment.
- To refuse to have an allegation resolved through conflict resolution procedures.
- To receive amnesty for minor student misconduct (such as alcohol or drug violations) that is ancillary to the incident.
- To have grievances heard in substantial accordance with these procedures.
- Where the injured party is not the complainant, the injured party has full rights to participation in any ERP process.
- To be informed in writing of the outcome/resolution of the grievance, sanctions where permissible and the rationale for the outcome where permissible.
- Refer to law enforcement and have assistance.
- Housing and living accommodations.
- Academic accommodations.
- No contacts.
- Make a report to local law enforcement and/or state police;
- Have disclosures of domestic violence, dating violence, stalking, and sexual assault treated seriously;
- Make a decision about whether or not to disclose a crime or violation and participate in the judicial or conduct process and/or criminal justice process free from pressure by the institution;
- Participate in a process that is fair, impartial, and provides adequate notice and a meaningful opportunity to be heard;
- Be treated with dignity and to receive from the institution courteous, fair, and respectful health care and counseling services, where available;
- Be free from any suggestion that the reporting individual is at fault when these crimes and violations are committed, or should have acted in a different manner to avoid such crimes or violations;
- Describe the incident to as few institution representatives as practicable and not be required to unnecessarily repeat a description of the incident;
- Be protected from retaliation by the institution, any student, the accused and/or the respondent, and/or their friends, family and acquaintances within the jurisdiction of the institution;
• Access to at least one level of appeal of a determination;
• Be accompanied by an advisor of choice who may assist and advise a reporting individual, accused, or respondent throughout the Judicial or conduct process including during all meetings and hearings related to such process; and
• Exercise civil rights and practice of religion without interference by the investigative, criminal justice, or judicial or conduct process of the institution;
• Receive assistance from appropriate institutional representatives in initiating legal proceedings in family court or civil court, including obtaining an order or protection or equivalent protective or restraining order and in enforcing these orders on campus;
• Withdraw a complaint or involvement from the institutional process at any time.
• To receive a copy of the order of protection or equivalent when received by an institution and have an opportunity to meet or speak with an institutional representative, or other appropriate individual, who can explain the order and answer questions about it, including information from the order about the accused's responsibility to stay away from the protected person or persons and an explanation of the consequences for violating these orders;

k. Statement of the Rights of the Responding Party

• To be treated with respect by College officials.
• To take advantage of campus support resources (such as Counseling Services, Health Services for students, and Fr. Richard LaMorte (Catholic Priest, Campus Ministries) or EAP services for employees).
• To have an advisor/advocate of their choice during this process.
• To refuse to have an allegation resolved through conflict resolution procedures.
• To have grievances heard in substantial accordance with these procedures.
• To be informed of the outcome/resolution of the grievance and the rationale for the outcome, in writing.

8. Revision

These policies and procedures will be reviewed and edited by the Title IX Policy Committee. The Title IX Coordinator or designee may make minor modifications to procedure that do not materially jeopardize the fairness owed to any party. However, the Title IX Coordinator or designee may also vary procedures materially with notice (on the institutional web site) upon determining that changes to law or regulation require policy or procedural alterations not reflected in this policy and procedure. Procedures in effect at the time of its implementation will apply. Policy in effect at the time of the offense will apply even if the policy is changed subsequently, unless the parties consent to be bound by the current policy.

This policy and procedure was implemented in July 2015.

Endnotes

1 Alternatively, the terminology of “complaint” may be used in lieu of grievance.

1 This definition of hostile environment is based on Federal Register / Vol. 59, No. 47 / Thursday, March 10, 1994: Department Of Education Office For Civil Rights, Racial Incidents And Harassment Against Students At Educational Institutions Investigative Guidance. The document is available at http://www.ed.gov/about/offices/list/ocr/docs/race394.html.

1 Also of relevance is the Office of Civil Rights 2001 statement on sexual harassment, “Revised Sexual Harassment Guidance: Harassment Of Students By School Employees, Other Students, Or Third Parties, Title IX,” which can be found at http://www2.ed.gov/legislation/FedRegister/other/2001-1/011901b.html, as well as the April, 2011 Dear Colleague Letter on Campus Sexual Violence, which can be found at: http://www.whitehouse.gov/sites/default/files/dear_colleague Sexual Violence.pdf

1 Some examples of possible Sexual Harassment include:
• A professor insists that a student have sex with him/her in exchange for a good grade. This is harassment regardless of whether the student accedes to the request.
• A student repeatedly sends sexually oriented jokes around on an email list s/he created, even when asked to stop, causing one recipient to avoid the sender on campus and in the residence hall in which they both live.
• Explicit sexual pictures are displayed in a professor’s office or on the exterior of a residence hall door
• Two supervisors frequently ‘rate’ several employees’ bodies and sex appeal, commenting suggestively about their clothing and appearance.
• A professor engages students in her class in discussions about their past sexual experiences, yet the conversation is not in any way germane to the subject matter of the class. She probes for explicit details, and demands that students answer her, though they are clearly uncomfortable and hesitant.
• An ex-girlfriend widely spreads false stories about her sex life with her former boyfriend to the clear discomfort of the boyfriend, turning him into a social pariah on campus
• Male students take to calling a particular brunette student “Monica” because of her resemblance to Monica Lewinsky. Soon, everyone adopts this nickname for her, and she is the target of relentless remarks about cigars, the president, “sexual relations” and Weight Watchers.
• A student grabbed another student by the hair, then grabbed her breast and put his mouth on it. While this is sexual harassment, it is also a form of sexual violence.

1 This section is offered as an optional inclusion, as some campuses prefer to include this policy elsewhere, such as a faculty handbook or employee manual. We include it here to inform students, not just employees, of our expectations.
1 The state definition of sexual assault is below, which is applicable to criminal prosecutions for sexual assault in New York but may differ from the definition used on campus to address policy violations.

§130.20 Sexual misconduct.
A person is guilty of sexual misconduct when:
1. He or she engages in sexual intercourse with another person without such person’s consent; or
2. He or she engages in oral sexual conduct or anal sexual conduct with another person without such person’s consent; or (Eff.11/1/03,Ch.264,L.2003)
3. He or she engages in sexual conduct with an animal or a dead human body.
Sexual misconduct is a class A misdemeanor.

§130.25 Rape in the third degree.
A person is guilty of rape in the third degree when:
1. He or she engages in sexual intercourse with another person who is incapable of consent by reason of some factor other than being less than seventeen years old;
2. Being twenty-one years old or more, he or she engages in sexual intercourse with another person less than seventeen years old; or
3. He or she engages in sexual intercourse with another person without such person’s consent where such lack of consent is by reason of some factor other than incapacity to consent. Rape in the third degree is a class E felony.

§130.30 Rape in the second degree.
A person is guilty of rape in the second degree when:
1. being eighteen years old or more, he or she engages in sexual intercourse with another person less than fifteen years old; or
2. he or she engages in sexual intercourse with another person who is incapable of consent by reason of being mentally disabled or mentally incapacitated.
It will be an affirmative defense to the crime of rape in the second degree as defined in subdivision one of this section that the defendant was less than four years older than the victim at the time of the act. Rape in the second degree is a class D felony.

§130.35 Rape in the first degree.
A person is guilty of rape in the first degree when he or she engages in sexual intercourse with another person:
1. By forcible compulsion; or
2. Who is incapable of consent by reason of being physically helpless; or
3. Who is less than eleven years old; or
4. Who is less than thirteen years old and the actor is eighteen years old or more.
Rape in the first degree is a class B felony.
§130.40 Criminal sexual act in the third degree.
A person is guilty of criminal sexual act in the third degree when:
1. He or she engages in oral sexual conduct or anal sexual conduct with a person who is incapable of consent by reason of some factor other than being less than seventeen years old.
2. Being twenty-one years old or more, he or she engages in oral sexual conduct or anal sexual conduct with a person less than seventeen years old; or
3. He or she engages in oral sexual conduct or anal sexual conduct with another person without such person’s consent where such lack of consent is by reason of some factor other than incapacity to consent.
(Eff.11/1/03,Ch.264,L.2003)
Criminal sexual act in the third degree is a class E felony.

§130.45 Criminal sexual act in the second degree.
A person is guilty of criminal sexual act in the second degree when:
1. being eighteen years old or more, he or she engages in oral sexual conduct or anal sexual conduct with another person less than fifteen years old; or
2. he or she engages in oral sexual conduct or anal sexual conduct with another person who is incapable of consent by reason of being mentally disabled or mentally incapacitated.
It will be an affirmative defense to the crime of criminal sexual act in the second degree as defined in subdivision one of this section that the defendant was less than four years older than the victim at the time of the act.
(Eff.11/1/03,Ch.264,L.2003) Criminal sexual act in the second degree is a class D felony.

§130.50 Criminal sexual act in the first degree.
A person is guilty of criminal sexual act in the first degree when he or she engages in oral sexual conduct or anal sexual conduct with another person: (Eff.11/1/03,Ch.264,L.2003)
1. By forcible compulsion; or
2. Who is incapable of consent by means of being physically helpless; or
3. Who is less than eleven years old; or
4. Who is less than thirteen years old and the actor is eighteen years old or more.
Criminal sexual act in the first degree is a class B felony.(Eff.11/1/03,Ch.264,L.2003)

§130.52 Forcible touching.
A person is guilty of forcible touching when such person intentionally, and for no legitimate purpose, forcibly touches the sexual or other intimate parts of another person for the purpose of degrading or abusing such person; or for the purpose of gratifying the actor’s sexual desire. For the purposes of this section, forcible touching includes squeezing, grabbing or pinching. Forcible touching is a class A misdemeanor.(Eff.11/1/03,Ch.264,L.2003)

1 The state of New York defines domestic violence as a pattern of coercive tactics, which can include physical, psychological, sexual, economic and emotional abuse, perpetrated by one person against an adult intimate partner, with the goal of establishing and maintaining power and control over the victim. This definition is applicable to criminal prosecutions for domestic violence in New York, but may differ from the definition used on campus to address policy violations.

1 Examples:
- Employee A has been in an intimate relationship with Employee B for over a year; Employee A punches Employee
B in the face during an argument (Dating Violence).

- Student A has been in an intimate relationship with Student B for over a year; Students A & B live together. During an argument, Student A shoves Student B to the ground (Domestic Violence).

1 The state definition of stalking is applicable to criminal prosecutions for stalking in New York, but may differ from the definition used on campus to address policy violations. NY Stalking law:

**Penal Code § 120.45. Stalking in the fourth degree. 1999.** A person is guilty of stalking in the fourth degree when he or she intentionally, and for no legitimate purpose, engages in a course of conduct directed at a specific person, and knows or reasonably should know that such conduct:

4. is likely to cause reasonable fear of material harm to the physical health, safety or property of such person, a member of such person's immediate family or a third party with whom such person is acquainted; or
5. causes material harm to the mental or emotional health of such person, where such conduct consists of following, telephoning or initiating communication or contact with such person, a member of such person's immediate family or a third party with whom such person is acquainted, and the actor was previously clearly informed to cease that conduct; or
6. is likely to cause such person to reasonably fear that his or her employment, business or career is threatened, where such conduct consists of appearing, telephoning or initiating communication or contact at such person's place of employment or business, and the actor was previously clearly informed to cease that conduct.

Stalking in the fourth degree is a class B misdemeanor.

**Penal Code § 120.50. Stalking in the third degree. 1999.** A person is guilty of stalking in the third degree when he or she:

4. Commits the crime of stalking in the fourth degree in violation of section 120.45 of this article against three or more persons, in three or more separate transactions, for which the actor has not been previously convicted; or
5. Commits the crime of stalking in the fourth degree in violation of section 120.45 of this article against any person, and has previously been convicted, within the preceding ten years of a specified predicate crime, as defined in subdivision five of section 120.40 of this article, and the victim of such specified predicate crime is the victim, or an immediate family member of the victim, of the present offense; or
6. With intent to harass, annoy or alarm a specific person, intentionally engages in a course of conduct directed at such person which is likely to cause such person to reasonably fear physical injury or serious physical injury, the commission of a sex offense against, or the kidnapping, unlawful imprisonment or death of such person or a member of such person's immediate family; or
7. Commits the crime of stalking in the fourth degree and has previously been convicted within the preceding ten years of stalking in the fourth degree.

Stalking in the third degree is a class A misdemeanor.

**NY CLS Penal § 120.55. Stalking in the second degree. 1999. Amended 2003.** A person is guilty of stalking in the second degree when he or she:

3. Commits the crime of stalking in the third degree as defined in subdivision three of section 120.50 of this article and in the course of and in furtherance of the commission of such offense: (i) displays, or possesses and threatens the use of, a firearm, pistol, revolver, rifle, shotgun, machine gun, electronic dart gun, electronic stun gun, cane sword, billy, blackjack, bludgeon, metal knuckles, chuka stick, sand bag, sandclub, slingshot, [fig 1] slungshot, shiren, "Kung Fu Star", dagger, dangerous knife, dirk, razor, stiletto, imitation pistol, dangerous instrument, deadly instrument or deadly weapon; or (ii) displays what appears to be a pistol, revolver, rifle, shotgun, machine gun or other firearm; or
4. Commits the crime of stalking in the third degree in violation of subdivision three of section 120.50 of this article against any person, and has previously been convicted, within the preceding five years, of a specified predicate crime as defined in subdivision five of section 120.40 of this article, and the victim of such specified predicate crime is the victim, or an immediate family member of the victim, of the present offense; or
5. Commits the crime of stalking in the fourth degree and has previously been convicted of stalking in the third degree as defined in subdivision four of section 120.50 of this article against any person; or
6. Being twenty-one years of age or older, repeatedly follows a person under the age of fourteen or engages in a course of conduct or repeatedly commits acts over a period of time intentionally placing or attempting to place such person who is under the age of fourteen in reasonable fear of physical injury, serious physical injury or
death [fig 1]; or
7. (Added, L 2003) Commits the crime of stalking in the third degree, as defined in subdivision three of section 120.50 of this article, against ten or more persons, in ten or more separate transactions, for which the actor has not been previously convicted.

Stalking in the second degree is a class E felony.

Penal Code § 120.60. Stalking in the first degree. 1999. Amended 2000. A person is guilty of stalking in the first degree when he or she commits the crime of stalking in the third degree as defined in subdivision three of section 120.50 or stalking in the second degree as defined in section 120.55 of this article and, in the course and furtherance thereof, he or she:

5. intentionally or recklessly causes physical injury to the victim of such crime; or
6. commits a class A misdemeanor defined in article one hundred thirty of this chapter, or a class E felony defined in section 130.25, 130.40 or 130.85 of this chapter, or a class D felony defined in section 130.30 or 130.45 of this chapter.

Stalking in the first degree is a class D felony.

Examples

- Employee A recently ended an intimate relationship with Employee B. For the past three weeks, B has been sending A 100 text messages per day and waits by A’s car at the end of each day to beg and plead with her to take him back. When she refuses, he loses control, makes threatening gestures, and tells her she will regret this. Employee A indicates she is fearful of what B might do to her (Stalking).
- Mark is a student on campus who has always been fascinated by women who dye their hair. One day, he notices MaryLou, whose hair is dyed a very bright purple. He follows her home to see where she lives, and begins to track her history, actions and movements online. His fascination increases to the point where he follows her frequently on campus, takes pictures of her without her permission, and spies through her window at night with a long-range camera lens. He wants to have her beautiful purple hair for his own, so that he can stroke it whenever he wants.

\[1\] If circumstances require, the President or Title IX Coordinator or designee may designate another person to oversee the process below, should a grievance be made against the Coordinator or the Coordinator be otherwise unavailable or unable to fulfill their duties
Subject: **DOCTORAL PROGRAM TUITION REIMBURSEMENT FOR ADMINISTRATORS**

**Purpose**
The Doctoral Tuition Reimbursement Policy was developed to support the College’s commitment to providing professional development opportunities for eligible administrative staff who wish to enhance their ability to perform effectively in their current positions and/or prepare themselves for different on-campus roles or positions that may become available at the College.

**Policy**
1. Marist College will reimburse eligible full-time permanent administrative staff members up to $3,000 per year for tuition associated with doctoral degree granting programs.

2. To be eligible for tuition reimbursement under this policy, a full-time administrative staff member must have completed at least five years of full-time service at Marist, must complete the prescribed application form and must have the proposed course of study approved, in advance, by their immediate supervisor, line executive, and the Office of Human Resources.

3. Eligible programs of study include those which: (a) are related directly to the employee’s current job assignment, (b) are related to a different job at the College to which the employee can reasonably aspire, or (c) will enhance the employee’s ability to perform in current or future roles at the College.

4. Courses/programs eligible for reimbursement must be accredited by a New York State or a regional accrediting agency, and may be taken either on-line or in a traditional classroom setting.

5. Reimbursements for tuition of up to $1500 per semester will be made upon receipt of evidence of successful completion of course work with a minimum grade of “B” or the equivalent, and submission of a receipt for payments made.

6. Employees who receive reimbursement under this policy will be required to sign an agreement that they will reimburse the College for payments made to them if they do not remain an active employee of Marist for a period of one year following the granting of a degree or after the completion of three or more semesters.

7. This policy applies only to eligible full-time permanent administrative staff members and does not apply to the employee’s spouse or dependent(s)

8. Recipients of tuition reimbursement may be liable for federal and state income taxes on all or a portion of the reimbursement they receive.
Administrative Manual
Marist College
Date: January 23, 2004
Revision Date: July 1, 2012

Subject: EDUCATIONAL BENEFITS

All criteria for admission as a student at Marist College must be satisfied in order to be eligible for the following benefits. Applications for admission and all required documentation must be approved through the applicable admissions process for any individual who wishes to attend Marist College. Any individual who is not accepted as a student at the College is not entitled to on-campus educational benefits.

- **Waiting Period:** Employees and their spouses are eligible for educational benefits beginning with the semester after the completion of four (4) months of employment. Dependent children are eligible for educational benefits beginning with the semester after the employee has completed two (2) years of service.

A dependent child is an unmarried child who is claimed as a dependent on a faculty/staff member’s federal income tax return during each year for which tuition benefits are requested. Faculty and staff members are required to provide a copy of their income tax return to the Office of Financial Aid along with the required financial aid applications.

- **Tuition Waiver:** Tuition for eligible credits (see below) is waived after all financial aid for which the individual is eligible is deducted from the cost of tuition at the College. Employees who work less than full-time but more than 20 hours per week are eligible for waiver of one-half of the tuition. All other fees and costs are the responsibility of the employee.

- **Eligible Credits:** Up to 16 undergraduate credits per semester are covered under this policy. Graduate credit hours per semester are limited up to eighteen (18) credit hours annually for faculty, administrators, spouses and dependent children to age 26.

- **Financial Aid:** Applications for financial aid must be submitted for undergraduate study. Employees are responsible for payment of tuition until this requirement is met. Benefit eligibility will be discontinued if financial aid applications are not filed. Details of financial aid forms and filing requirements are available in the Office of Financial Aid.

- **Fees:** All fees are the responsibility of the employee. Benefit eligibility will be discontinued if fees are not paid.

- **Taxability of graduate tuition benefits:** Employees are required to pay federal tax on the dollar amount of graduate courses for their spouses, dependents and on a portion of the dollar amount for themselves. Taxes are deducted from salary payments during the semester in which the employee or spouse is enrolled. Please contact the Office of Human Resources for more information.
- Non-credit courses: Educational benefits do not apply to non-credit courses, such as professional development workshops, seminars and classes. Non-credit remedial courses required as part of a degree program are covered.

- Life Credit Experience: There is no tuition waiver for life credit experience. The employee is responsible for all tuition and fees associated with life credits.

- 5-Year Bachelor’s/Master’s Degree: Please contact Human Resources for details.

- Marist Abroad Program: Dependent children who choose to study abroad are considered to be attending another accredited institution and are entitled to the “Benefit for Dependent Children Attending another Accredited Institution” (see below). All fees and other associated costs are the responsibility of the faculty/staff member.

- Benefit for Dependent Children Attending another Accredited Institution: The College will help defray the tuition costs for dependent children of full-time employees who are attending another accredited institution full-time. This benefit is for eight (8) semesters only and is available after all financial aid, scholarships and other aid have been awarded. The employee is responsible for the total bill until this condition has been met. There is an annual monetary allowance for this benefit which is subject to change. Effective 7/1/12, the benefit is up to $2,000 per semester. This benefit applies to full-time students only and covers tuition and on-campus room and board. All other fees are excluded. The waiting period is the same as noted above.

- Health Benefits for Full-Time Dependent Children: Regardless of dependency status, natural and adopted children up to age 26 are eligible for medical coverage under their parent’s medical insurance plan with the College. Dependent children up to age 19 are eligible for dental coverage under the parent’s dental plan with the College. After age 19, or if the dependent child’s status drops below full-time student prior to age 19, dental coverage may be continued through COBRA for up to 36 months.

There may be other terms and conditions for the tuition benefits. Please refer all questions about this benefit to the Office of Human Resources.
Educational benefits for undergraduate study at Marist are available to surviving natural or legally adopted dependent children of deceased faculty and administrative staff members who were actively employed by the College at the time of death and had served full-time for a minimum of five (5) consecutive years. Educational benefits for surviving children shall be based on the following schedule:

<table>
<thead>
<tr>
<th>Parents Completed Years of Full-time Service</th>
<th>Tuition Discount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 through 10</td>
<td>25%</td>
</tr>
<tr>
<td>11 through 15</td>
<td>50%</td>
</tr>
<tr>
<td>More than 15</td>
<td>100%</td>
</tr>
</tbody>
</table>

*Financial aid applications must be filed with the Office of Financial Aid before the tuition discount is applied. Tuition discount is awarded on the tuition balance after all financial aid has been awarded.

Tuition discounts for surviving dependent children attending Marist College are available for full-time undergraduate study, up to sixteen (16) credit hours per semester, and for graduate study, up to eighteen (18) credit hours annually. Eligible surviving dependent children must apply and be accepted to Marist College through the regular admission process and must continue to be dependents of the surviving spouse in order to maintain eligibility for the tuition discount. Dependent status is based on IRS regulations. For the graduate benefit, dependent children must be age 26 or younger.

Dependent children who are enrolled in an undergraduate or graduate degree program at the time of death of a parent shall continue to receive the full tuition remission for the current semester. At the conclusion of the semester, the above schedule will become effective.

Spouses of deceased employees are eligible for tuition discounts for five (5) years following the employee's death or the attainment of a degree, whichever occurs earlier. Undergraduate courses and a maximum of eighteen (18) graduate credit hours annually are covered by this benefit. Financial aid applications must be filed with the Office of Financial Aid before the tuition discount is applied. Tuition discount is awarded on the tuition balance after financial aid has been awarded.

**Failure to file for financial aid precludes an individual from receiving this benefit.**
Subject: **EMPLOYMENT OF A RELATIVE – NEPOTISM**

Members of immediate families and other relatives of Marist College employees may be employed in any capacity in any department within the College. However, related persons shall not be employed in a situation where one relative exercises either direct or indirect supervision over the other, including student employment. If such a supervisory relationship is deemed a distinct advantage to the College, the employment of the relative in question must be approved by the President in consultation with the Director of Human Resources.
Subject: EMPLOYMENT OF MINORS

The employment of individuals who are under 18 years of age is regulated by federal and state laws. As a guideline, some of the provisions and rules governing the employment of minors are outlined below. The Office of Human Resources is responsible for processing the necessary forms and for maintaining the required records. The employing department should refer the individual to HR for this purpose.

**Employment Certificates:**

- Each minor between the ages of 14 and 18 must present a *Student General Certificate* (working papers), Form AT-19, before he/she can begin to work. The *Certificate* is available from the school district where the minor lives.
- Each minor must sign the *Certificate* and include his/her name, address, and date employment is to begin.
- The College must return to the issuing office the *Statement of Employer* which is attached to the bottom of the *Student General Employment Certificate*.
- The Student General Employment Certificate is kept on file in the Office of Human Resources.
- Upon termination of the minor's employment, the College enters the termination date and returns the Certificate to the minor or mails it to the issuing officer.

**Permissible Hours:**

<table>
<thead>
<tr>
<th>Age</th>
<th>Max. Daily Hours</th>
<th>Max. Weekly Hours</th>
<th>Permitted Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>School in Session</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 &amp; 15</td>
<td>3 hrs. Mon. – Fri. 8 hrs. Sat., Sun., &amp; Holidays</td>
<td>18 hours</td>
<td>7 a.m. – 7 p.m.</td>
</tr>
<tr>
<td></td>
<td>4 hrs. Mon. – Thu. 8 hrs. Fri., Sat., Sun., &amp; Holidays</td>
<td>28 hours</td>
<td>6 a.m. – 10 p.m.</td>
</tr>
<tr>
<td>16 &amp; 17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School not in Session</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 &amp; 15</td>
<td>8 hours per day</td>
<td>40 hours</td>
<td>7 a.m. – 9 p.m. (June 21 to Labor Day)</td>
</tr>
<tr>
<td>16 &amp; 17</td>
<td>8 hours per day</td>
<td>48 hours</td>
<td>6 a.m. - midnight</td>
</tr>
</tbody>
</table>

- School is “Not in Session” when it is closed for at least a full week.
Restrictions of Job Duties:

There are certain restrictions on the types of employment that may be performed by minors. Most work performed on campus is not prohibited except work in Physical Plant involving the operation of power-driven woodworking, metal-forming, or metal-shearing machines. Minors age 14 or 15 may not operate power-driven mowers or cutters in the maintenance of grounds, or any winter snowblower or motorized plow.

It is advisable to review a minor's job duties with the Office of Human Resources before offering employment.

Requirement for Posting Hours:

The College is required to prepare and post conspicuously a schedule of hours (starting and ending times, including meal periods) for each day each minor is scheduled to work.
Subject: **EQUAL OPPORTUNITY POLICY**

Marist College subscribes to a policy of equal opportunity. The College is committed to principles of fairness and respect for all who contribute to and participate in our community. The College seeks to reach out as widely as possible in order to attract the ablest individuals as students, faculty and staff. Decisions concerning admission to academic and other programs, as well as employment decisions in all College departments are made on the basis of an individual’s qualifications to contribute to meeting the educational objectives and needs of the College. In applying this policy, the College is committed to the principle of not discriminating against individuals on the basis of race, color, religion, national origin, gender, sexual orientation, marital status, age, veteran status, or status as an individual with a disability.

In addition to the general policy above, Marist College has specific legal obligations as a recipient of federal financial assistance and as a federal contractor. These obligations include the development and implementation of a plan to undertake appropriate forms of affirmative action to employ women, people of color, people with disabilities, and Vietnam-era and disabled veterans. Marist’s affirmative action plan is available for review upon request to the Affirmative Action Officer.

The Affirmative Action Officer is responsible for monitoring College practices and procedures to ensure compliance with our policies and federal, state and local laws. The ADA Coordinator is responsible for monitoring compliance with the Americans with Disabilities Act. Inquiries regarding these matters should be directed to the Affirmative Action Officer or the ADA Coordinator located in the Office of Human Resources, Donnelly Hall, Marist College, Poughkeepsie, NY 12601 or (845) 575-3349.
Subject: EXPENSE ACCOUNTS

This policy is detailed in the Business Travel and Other Reimbursement Policies Handbook published by the Business Office. Copies of the Handbook can be obtained from the Business Office, Donnelly Hall, and Room 210.
Eligible employees may be entitled to unpaid leave under the federal Family and Medical Leave Act (FMLA) for specified family and medical reasons. FMLA applies equally to male and female employees. In addition, the College will fully comply with all State and Local leave laws. Paid leave may be substituted for unpaid leave in certain cases. The following is the College’s FMLA policy for administrative staff members.

**ELIGIBILITY**
To be eligible for FMLA benefits, an employee must have been employed by the College for at least twelve (12) months and have worked for at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

**QUALIFIED LEAVE REASONS**
The College will grant FMLA leave to eligible employees for any of the following reasons:

- The employee’s own serious health condition;
- The birth and care of the employee’s child;
- Placement with the employee of a child for adoption or foster care; or
- Care of the employee’s spouse, domestic partner, child, or parent with a serious health condition. A serious health condition is an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.

Leave for the birth and care, or placement and care of a child must conclude within 12 months of the birth or placement of the child.

**FMLA MILITARY LEAVE PURSUANT TO THE NDAA**
The National Defense Authorization Act for Fiscal Year 2008 (NDAA) has amended the FMLA to allow qualified employees with family members in the military to take FMLA leave under two circumstances:

- **Qualifying exigency**—up to 12 weeks of FMLA leave in a 12-month period because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation;
- **Service member caregiver**—a total of up to 26 workweeks of leave during any single 12-month period if the employee is the spouse, son, daughter, parent, or next of kin caring for a military service member or eligible veteran recovering from an injury or illness suffered while on active duty in the armed forces.

**NOTICE REQUIREMENT**
Employees seeking FMLA leave are required to provide their supervisors and the Office of Human Resources at least 30 days prior written notice of the proposed leave. Where advance notice is not possible, such as in the event of a medical emergency, notice should be given as soon as possible. Failure to give advance notice where foreseeable may delay or postpone the commencement of the leave.

**CERTIFICATION OF SERIOUS HEALTH CONDITION**
If FMLA leave is based on a serious health condition, whether it involves the employee or a family member (parent, spouse, domestic partner or child), medical certification from a health care provider is required. Failure to provide such certification may result in a delay of the employee’s leave. Where the College requires an employee to provide a medical certification, that certification must be provided within twenty (20) calendar days of the College’s request. The College may require a second or third opinion (at the College’s expense) and/or periodic re-certification of a medical condition. Employees may also be required to report on their intent to return to work.

When returning to work from a leave taken because of the employee’s own serious health condition, the employee will be required to provide medical certification that the employee is fit to return to work. Whenever an employee learns of a change in the anticipated length of a FMLA leave, the employee must notify the College within one (1) week of learning of such a change.
LENGTH OF LEAVE
Eligible employees may be entitled to up to twelve (12) weeks of unpaid leave during any 12-month period based on the employee’s original date of hire. Each time an employee takes FMLA leave, the remaining leave entitlement equals the balance of the 12 weeks that has not been used during the immediately preceding 12 months.

Where the College employs both spouses or domestic partners, they are each entitled to 12 weeks of FMLA leave for the birth and care of their newborn child, or for the care and placement with them of a child for adoption or foster care.

In certain circumstances, employees may take intermittent leave or leave on a reduced leave schedule. Intermittent leave or leave on a reduced schedule for the birth and care or placement and care of a child for adoption or foster care will be allowed only with the College’s prior written approval. Intermittent leave or leave on a reduced schedule may be taken, with the approval of the College, when medically necessary to care for a seriously ill family member or because of the employee’s own serious health condition.

BENEFITS DURING LEAVE
During any FMLA leave, the College will maintain the employee’s medical, dental, life and disability insurance coverage on the same conditions that coverage would have been provided if the employee had been continuously employed during the entire leave period. The College and the employee will each continue to pay their portion of the benefit costs.

The COBRA eligibility date for an employee who does not return from FMLA will be retroactive to the first date of FMLA leave.

RETURN FROM LEAVE
Employees returning from leave will be reinstated to the same or equivalent position, with equivalent pay, benefits, and other terms and conditions of employment. Exceptions may arise for certain highly compensated “key” employees under certain circumstances. Employees will be notified of their status as a key employee at the time they request FMLA leave.

Failure to return to work may result in termination of employment.

FMLA, NYS DISABILITY AND WORKERS’ COMPENSATION
FMLA benefits will run concurrently with benefits provided by New York State Disability and/or Workers’ Compensation.

Information can be obtained from the Office of Human Resources. In addition, a poster has been placed in the Office of Human Resources which includes further details regarding eligibility and other requirements of the law. Questions of interpretation under this policy will be resolved by reference to the FMLA and regulations issued by the US Department of Labor (www.dol.gov).
Subject: FLEXIBLE SPENDING ACCOUNTS (FSA)

Dependent Care Flexible Spending Account (FSA)

The dependent care FSA allows employees the opportunity to set aside money on a pre-tax basis to pay for the care of dependent children or adults so that the employee can work. The maximum amount that can be set aside each year is $5,000. Elections are made annually on the calendar year and deductions are drawn from paychecks and deposited into the FSA. Any amounts that are set aside and are left unclaimed at the end of the year will be forfeited. To be reimbursed, bills from dependent care providers with tax ID numbers are submitted to the FSA carrier. Forms for reimbursement are available on the Human Resources web site under Forms.

Healthcare Flexible Spending Account (FSA)

A healthcare (medical/dental/vision) FSA allows an employee to set aside money on a pre-tax basis to pay for out-of-pocket health, dental or vision expenses that are not covered, or are partially covered under a health insurance plan, including plan deductibles and co-payments, prescription drugs, eyeglasses and frames, orthodontia and various other uncovered expenses. The maximum amount that can be set aside each year is $2,500. A list of reimbursable expenses is available in the Office of Human Resources.

Flexible Spending Accounts are coordinated through the Office of Human Resources. Further details of the programs can be obtained in HR.
Subject: **GARNISHMENTS**

The College is required to comply with all court-authorized garnishments. Garnishments and federal and state tax levies are processed by the Payroll Office. A staff member whose salary is garnished or levied will be notified by the Payroll Office. While not required by law, the College will, upon the request of the employee, provide a copy of the execution notice to the employee.

The College will not act as an agent for or on behalf of any private enterprise attempting to collect a debt without a proper court order. Employees of the College are also prohibited from acting as an agent for, or on behalf of, any private enterprise in the collection of a debt from any other College employee.
Subject: GIFTS AND GRATUITIES

In order to avoid a conflict of interest or the appearance of a conflict of interest, at no time should an employee solicit or accept gifts from a vendor or contractor or from a potential vendor or contractor. Gifts valued at $50.00 or more cannot be accepted by College employees, and should be returned immediately to the donor. Ordinary business courtesies, such as payment for a modest lunch or dinner, are acceptable. Gifts which are promotional items without significant value, and which are distributed routinely by a vendor to clients, are also acceptable.

Gratuities or gifts of money to an employee cannot be accepted at any time and should be returned immediately to the donor.

It is the responsibility of each member of the College staff to report any gift or solicitation to the next-in-line supervisor.
SUBJECT: Inclement Weather Policy for Administrative and Union-exempt Hourly Employees

Official notifications of a full-day closing, delayed opening or early closing are made through the campus e-mail system, the Marist website (www.marist.edu) and the Weather Delay/Cancellation Telephone line (845-575-5500).

The following policy and guidelines on the closing of administrative offices due to inclement weather or other emergencies will be in effect for the 2013 - 2014 winter season.

Employees are expected to report to work and remain at work during inclement weather conditions unless otherwise notified by the Executive Vice President or his designee; however, administrators and staff must use their best judgment to determine whether conditions are safe for their travel to and from the campus. When administrative offices have not officially closed, an employee who does not report to work or requests to arrive at work late or leave work early must notify the appropriate supervisor. Such absences will be charged to the employee’s leave accruals; if the employee has no leave accruals, the absence will be treated as leave without pay.

There may be times when inclement weather, power failure, or another similar emergency require administrative offices to open late, close early, or close for an entire workday. In such an event, the Executive Vice President may authorize the closing of administrative offices and excuse certain employees from work.

Delayed Opening: In the event that the start of classes is delayed, Administrative employees and non-union hourly paid employees are to report to work one hour prior to the announced opening time. For example, if the announcement states that classes will start at 11:30 a.m. or that the College opens at 11:30 a.m., employees are to report at 10:30 a.m. Employees will be paid for that part of the employee’s regularly scheduled workday without charge to the employee’s leave accruals.

Offices Closed for Entire Day: In the event that administrative offices are officially closed for the entire workday, Administrative employees and non-union hourly paid employees who are scheduled to work need not report to work and will be paid for the employee’s regularly scheduled workday without charge to the employee’s leave accruals.

Cancellation of Evening Classes: In the event that all evening classes are canceled, an announcement will be made as close to 3:00 p.m. as possible. Administrative employees and non-union hourly paid employees who are scheduled to work in the evening need not report to work and will be paid for that part of the employee’s regularly scheduled workday without charge to the employee’s leave accruals.

Offices Closed After Start of Workday: The cancellation of classes after employees report to work is not to be considered a suspension of College operations, and employees are expected to remain at work unless officially notified otherwise. If so notified, Administrative employees and non-union hourly paid employees will be paid for the remainder of the employee’s regularly scheduled workday without charge to the employee’s leave accruals.

Employees on Scheduled Leave: An employee who is on paid leave when administrative offices have been officially closed will be charged such leave as previously scheduled.

State of Emergency: Situations that arise where a “State of Emergency” is declared by the government and travel on roads is prohibited will be dealt with on a case-by-case basis.

Note: Security staff and employees who are members of a collective bargaining unit (CWA and SEIU) should refer to their respective agreements as it pertains to release time and compensation during inclement weather.
**Notification of Delayed Opening or Cancellation of Classes:** The following radio stations announce the official cancellation of classes no later than 7:00 a.m.

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Should you have any questions concerning these guidelines, or if you require further clarification, please contact the Office of Human Resources, ext. 3349.
Subject: INSPECTION OF MARIST-OWNED PROPERTY

Marist-owned property, including but not limited to offices, lockers, desks, computer discs, and computers is subject to inspection at any time.
Subject: JURY DUTY, SUBPOENAS AND COURT APPEARANCES

JURY DUTY:
Employees are encouraged to serve on jury duty and fulfill their court-related, civic obligations. The College provides the staff member paid time off to serve on jury duty. Individuals summoned for jury duty are expected to work during normal working hours whenever court is not in session or when their presence in court is not required. If an employee does not report to court or to the workplace for any reason, then the supervisor must be informed by the employee, and the time is charged with supervisory approval, to vacation. There is no salary offset for money earned by an employee for jury services.

SUBPOENAS AND COURT APPEARANCES:
A staff member who is requested by College attorneys to appear in court as a witness to testify on behalf of the College will be paid his/her regular rate of pay. Expenses for out-of-town travel will be paid in accordance with the Business Travel and Other Expenses Reimbursement Policies Handbook.

Individuals appearing in court on their own behalf or in a private matter may use personal time. Any personal court proceedings requiring more than one consecutive personal day requires prior written approval of the supervisor and the Office of Human Resources.
Subject: **LEAVE OF ABSENCE**

All administrative staff members with a minimum of two (2) continuous years of service are eligible to apply for a leave of absence. No more than two (2) uncompensated leaves of absence shall be granted during an individual’s employment at the College. A leave of absence cannot be requested during the 12-month period following any other leave.

A leave of absence for up to one (1) year may be permitted depending on the reasons and circumstances that prompt such a request, and on institutional need. Requests for uncompensated leaves of absence must be made in writing to the supervisor, line executive and Director of Human Resources as far in advance as possible. Approval is at the discretion of the line executive.

Employees on a leave of absence are eligible to maintain health and life insurance with the College. During the first sixteen (16) weeks of the leave, the employee is responsible for payment of the employee portion of the premiums. Employees must make arrangements to pay their portion of the premiums prior to the beginning of the leave and must sign a disclaimer indicating that they will reimburse the College for the College portion of the premium should they not return at the end of the leave. After 16 weeks, the employee is responsible for payment of 100% of the premiums on a monthly basis.

Employees on a leave of absence are not entitled to any other College benefits during the leave.

Time on leave is not counted as service.
Subject: LIFE INSURANCE

Full-time members of the faculty and administrative staff are eligible for group life insurance. Enrollment is required within the first 30 days of employment or during the annual open enrollment period. The benefit is equivalent to base salary or the next highest multiple of $1,000. Contributions are divided equally between the College and the employee.

Details of the group life insurance plan may be obtained from the Office of Human Resources.
Subject: **LONG-TERM DISABILITY INSURANCE**

All benefits eligible faculty, administrators, non-union secretarial staff, and security staff are covered by this policy. Employees represented by collective bargaining agreements should refer to the terms in their respective agreements to determine benefit eligibility. Long-Term disability under the program is described as the inability of the employee, by reason of sickness or injury, to perform the material and substantial duties of any occupation for which you are or become reasonably qualified for by education, training, or experience. Eligibility begins on the first of the month following six (6) consecutive months or (26) weeks of disability, and, if approved, would generally continue for the duration of the illness or until age 65 or death. Applications for long-term disability claims are coordinated by the Office of Human Resources. Administrators and faculty members are covered under long-term disability insurance after one year of continuous full-time employment. The College pays the entire premium for this benefit. The plan provides for taxable income replacement equal to 60% of base salary or up to $5,000 per month, whichever is the lesser amount minus any income benefits from Social Security. Employees who make application for long-term disability insurance are also required to make application for Social Security benefits. The long-term disability carrier may pay a waiver benefit to the TIAA/CREF retirement fund.

Faculty and staff who are approved for long-term disability insurance are separated from the College and are no longer covered under the College’s benefits program. Faculty and administrative staff members do not retain the right to return to their former position if they are deemed at some later point to be medically fit to return to work and long-term disability benefits are discontinued.

Questions about this insurance coverage should be addressed to Human Resources, ext. 3349.
Administrative Manual
Marist College
Date: October 15, 2001

Subject: MCCANN RECREATION CENTER

Membership at the McCann Recreation Center is available to all full-time and part-time (more than 20 hours/week) faculty and staff and their families. Family includes spouse and dependent children of the employee. If the employee is single and living in the same residence with his/her parents, brothers and sisters, they would constitute the employee's family. Part-time faculty and staff who work less than 20 hours/week may purchase memberships from the McCann Center.

Family members may use all McCann Center facilities with the exception of the Fitness Center. The Fitness Center facilities are open for faculty and staff only from 9 a.m. to 2 p.m. Monday through Friday and on Saturday from 12 noon to 4 pm. The Director of Athletics reserves the right to adjust these hours.

A valid Marist identification card or McCann Center membership card is required for access to the facilities.
Subject: MEDICAL AND DENTAL PLANS

Administrative staff members who work 30 or more hours a week and faculty members who work the equivalent of 30 hours per week are eligible to enroll in a medical and/or dental plan. Enrollment must take place within the first 30 days of employment or during the annual open enrollment period. The plans are described in the College’s Summary of Benefits brochures which are available from the Health Benefits Representative, Office of Human Resources.

Staff and faculty are required to contribute a portion of the premium through salary reduction. Details of the monthly costs are available in the Office of Human Resources.

In certain circumstances employees and family members who lose their coverage may be entitled to continue in the medical and/or dental plans. Please refer to the COBRA policy for details.
Marist College
Administrative Manual
Date: October 15, 2001

Subject: MILITARY LEAVE

All faculty and regular staff who are members of the National Guard or a reserve component of the United States Armed Forces will be granted time off for annual military duty provided the duty is obligatory to maintain military status. The maximum paid time* allowed for annual duty is ten (10) workdays per fiscal year (July 1 to June 30). Any period of time spent on military duty in excess of the maximum time allowed may be taken as leave without pay.

A request for time off for military duty should be made to the staff member’s immediate supervisor or department head at least two (2) weeks in advance of the duty. The request should include the dates of departure and return, and must be accompanied by a copy of the official orders.

*If military salary is less than College salary, the College will compensate the individual for the difference. To receive compensation from the College, the faculty or staff member must furnish a certified statement of the military pay to the Office of Human Resources. The difference in salary will be paid to the individual in the payroll following receipt of the certified statement.

A leave of absence of up to five (5) years (unless an additional period of service is needed at the request of the Federal government) will be granted for full-time military service to staff members called or volunteering for such duty in accordance with the Federal guidelines. The individual on military leave must apply for return to active status at the College within 90 days following discharge from active military duty.

The College is committed to return a staff member to active status in the same or comparable position at the end of the leave. In order to be eligible for reemployment the staff member must:

- Have been employed in a regular staff position, and would not have been subject to position discontinuation if employment had not been interrupted by military service;
- Present a certificate of discharge or release from active duty under honorable conditions;
- Apply for reemployment within 90 days of discharge from active duty, or within one year if hospitalized after discharged.

A department may hire a replacement while a staff member is on military leave. The replacement is a term appointment which will be clearly stated in the employment agreement. The employment agreement must clearly state the terms and conditions of employment and that the position will end upon the return of the staff member on leave. Upon return of the staff member from military leave, the replacement worker’s employment with the College will cease.

During a military leave without pay, there is no accrual of paid time off days. Time while on leave is counted as service credit in determining eligibility for those benefits that are dependent upon length of service. A staff member must contact the Office of Human Resources to arrange for payment of benefits if he/she wishes to continue participation in the College medical/dental and life benefits while on a leave without pay. The individual is responsible for payment of 100% of the premiums. Any staff member who goes on leave without making arrangements for continuation of benefits will be terminated from his/her health, dental and life insurance plans. Tuition Benefits for staff members’ and/or eligible dependents will be continued during the military leave. Staff members participating in the pre-tax accounts may continue to submit claims against balances accumulated in their accounts through the duration of the plan year and relevant filing period.
Policy

It is College policy to reimburse newly hired full-time faculty and administrative staff members for reasonable expenses incurred in relocating to the area. To be eligible for reimbursement, new employees must move a minimum of 50 miles from their present home; must move within the first year of hire; and must have a reasonable expectation of remaining in their position for at least one year. If an employee terminates before completion of one year of service, the College will require repayment of up to the full amount of the paid relocation expenses.

Generally, the College will reimburse eligible moving and relocating expenses up to $7,000.

Definitions

Common Carrier: a licensed commercial moving company.

Eligible Employee: salaried employees hired in a regular, full-time position and who have agreed to work on a full-time basis for at least one year,

Family: includes any spouse/partner and/or dependent(s) as defined by the Internal Revenue Service (IRS) who resides in the household and moves to the new location.

Moving Expenses: Expenditures for transporting the employee, family, household goods and personal effects from the former residence to the new residence.

Personal Residence: A house, condominium, townhouse, or rental property (e.g. apartment, flat) where the employee’s primary household is maintained on a permanent basis.

Pre-employment expenses: expenditures for travel, interviewing, and related activities incurred by or for a prospective employee before the applicant has accepted and employment offer are not considered moving expenses.

Primary Household: Household goods and personal effects which are maintained at the employee’s main place of residence.

Receipt: a written acknowledgement that a specific remittance, article, or delivery has been made. A receipt should include the name of the payee, date, details of the purchase and amount.
Relocation: The process of assigning, establishing, and/or settling in a particular place for employment purposes.

Relocation Expenses: Expenditures other than moving expenses incurred in the process of relocating the employee and family, including travel and lodging expenses to secure a place of residence.

Relocation of Current Employee: an existing employee who is reassigned and relocated at the request of the College.

Self-move: when an employee chooses to move himself/herself.

Temporary Quarters: Lodging or housing in which the employee lives until permanent residence is secured, for up to ninety (90) days. Temporary quarters can consist of any type of lodging including hotels, motels, apartments, or single family dwellings.

Guidelines and Procedures

The hiring manager is responsible for informing the applicant of this policy and referring them to Human Resources, 845-575-3349 for further details.

In general, moving expenses will be paid on a reimbursement basis.

Expenses that qualify for reimbursement: There are two types of moving expenses as defined by the IRS: qualified and non-qualified. Qualified moving expenses are non-taxable to the employee and, as such, not subject to tax withholding. Non-qualified moving expenses are taxable to the employee and, as such, are subject to tax withholding.

Qualified Moving Expenses (not subject to tax withholding): The following are qualified moving expenses that will be reimbursed:

1. Commercial moving company – the actual cost paid for common carrier transportation of employee’s household goods and personal effects from the former principal residence to the new residence. Costs for packing, transporting, insuring household goods, and storage for up to 30 days if the employee is unable to move directly into the new residence. Transportation of boats, recreational vehicles, special machinery or equipment will not be reimbursed. The College can make direct payments to moving companies as long as the payment being made is for the transportation of household goods. To arrange for direct payment to a moving company, the new employee must submit the shipper’s moving estimate to the Purchasing Office for approval.

2. Self-move – if the employee chooses to move himself/herself, reimbursable costs will include truck and trailer rental, gas used for the rental, and hired labor used during the move. A receipt from the hired labor, with the amount paid and a signature, must be attached. Labor provided by the employee or their immediate family member(s) is not reimbursable.

3. Shipping supplies – miscellaneous packing supplies, including boxes, tape, bubble wrap, etc.

4. Shipment of cars if not used in the move.

5. Travel and lodging during the move - costs for one trip directly from the old residence to the new residence, which may include mileage per IRS limitations, airfare (coach only), train or bus for the employee, employee’s family, tolls, parking, and car rental.

Non-Qualified Moving Expenses (subject to tax withholding): The following are non-qualified moving expenses that will be reimbursed:
1. Cost of meals at any point in the relocation process.
2. Storage in excess of 30 days but not to exceed 60 days.
3. Pre-move house hunting expenses for no more than five days. Costs may include rental car and gas, mileage at IRS guidelines if using own car, tolls, lodging, parking, airfare (coach only) for employee and spouse/partner only.
4. Temporary housing after the move to this area for up to 5 days.

Expenses that are non-reimbursable: Costs related to relocating not specifically allowed in this policy are not reimbursable, such as:

- All costs associated with buying and selling your personal residence, including realtor fees and commissions.
- Home improvements made to your residence in order to sell.
- Loss on sale of your primary residence.
- Side trips for recreation or vacation
- Security deposits required by lease agreement.
- Loss of security deposit
- Lease termination fees or penalties
- Utility deposits
- Real Estate taxes
- Remodeling and decoration costs
- Permit and/or zoning fees
- Laundry and dry cleaning
- Capital gains taxes
- Driver license registration
- Interviewing expenses are not reimbursable. Please refer to HR for more information.
- Re-registration of personal vehicles
- Other non-domestic related expenses as determined by HR.

Reimbursement: A request for reimbursement should be submitted on a Marist College Expense Report and submitted to HR for eligibility. All expenses submitted for reimbursement must be actual, reasonable, necessary, and within policy guidelines. Original receipts supporting all claims for reimbursement must be submitted with the expense report. An employee cannot be reimbursed for moving and relocation expenses prior to his/her appointment start date.

Both qualified and non-qualified moving expense reimbursements are reported on the employee’s W-2. Qualified moving expenses are reported separately in Box 12 and identified by the Code P. Payments made directly to a third-party are not included in Code P, only reimbursements made directly to the individual. Non-qualified moving expenses are included in Box 1 with wages, tips, other compensation, and are also reported separately in Box 14. Questions regarding taxability of moving expenses should be directed to the Payroll Office, 845-575-3000 extension x2425.

Questions about this policy should be directed to the Office of Human Resources, 845-575-3349.

Relocation Resources:
POLICY DISCLAIMER

The College does not provide legal or tax advice. Questions about the effect of this policy on your taxes should be directed to your tax advisor, attorney and/or financial planner.

Responsibility for the administration of this policy resides with the Office of Human Resources. Responsibility for the interpretation of this policy, as well as any questions related to tax reporting, resides with the Office of the Chief Financial Officer.

In order to ensure that the College has the flexibility to address changes that might be needed with respect to other changing circumstances, the College reserves the right to modify or terminate this policy at any time.
Subject: NEW YORK STATE MARRIAGE EQUALITY ACT

Marist College recognizes the New York State Marriage Equality Act of 2011 for the purpose of administering employee benefits. This provision replaces the “Domestic Partner Health Benefits Policy” formerly contained in the Administrative Manual.
Subject: PATENT POLICY

Preamble
Marist College is a liberal arts college with a primary emphasis on teaching and community service. It also encourages research and the productive use of the results of such research. The College, operating under the authority of its Board of Trustees, realizes, however, that the research of its employees may result in inventions or discoveries which should be protected for one of the following reasons:

- To promote the development of useful products, devices, product designs or processes which, because of prohibitively high costs involved, could not be adequately developed without patent or other protection;
- To fulfill terms of a research contract with sponsoring corporate, governmental or other agencies;
- To encourage invention and insure adequate reward for the investors;
- To augment facilities and operating funds from the College's share of income derived from inventions or discoveries.

The intent of the following Patent Policy is to be consistent with this philosophy.

Application
For purposes of this policy, the term "employee" shall include all faculty, staff and those students employed by the College engaged in research which may potentially lead to patentable material.

Definition of Patentable Material
As conceived by this policy, the term "invention" shall be deemed to include all inventories, discoveries, processes, machines, methods, manufactures, compositions or matter, plans or design, whether or not patented or patentable at any time under the Federal Patent act as now existing or hereafter amended or supplemented.

Administration of Patent Policy
The administration of College patent matters shall be the ultimate responsibility of the President operating under the direction and authority of the Board of Trustees.

The authority to implement and administer this Patent Policy shall be vested in the Executive Vice President of the College, with the assistance, advice and consultation of the College Patent and Copyright Committee. This Committee shall be appointed by the President and shall be composed of one (1) faculty member from each School Affairs. The Executive Vice President will chair the Committee. The Committee will perform the following functions:

- Make recommendations to the President concerning conflicts of interests of the public, the inventor and/or the College stemming from an invention;
- Make recommendations to the President concerning questions of ownership of rights to inventions or discoveries and the apportionment of interest among or between investigators and their associates;
- Make recommendations to the President concerning the feasibility of entering into a contract with recognized patent-management agencies for the purpose of
- patent management for any invention or discovery that is determined to have interest to the College;
- Make recommendations to the President concerning ownership of inventions or distribution of royalty income apart from the specific requirements concerning ownership and royalty distribution stipulated in this policy;
- Determine the need to modify the College's patent policy or procedures for implementing that policy.

Principles of Ownership
1. When an invention with patent potential results from individual effort not involving any significant use of College funds, equipment, facilities, assigned time, or materials and not resulting from any research program involving College funds, the invention with patent potential shall be the sole property of the inventor. In such cases, the name of the College may not be used in connection with the invention or its marketing.
2. Inventions arising from sponsored research often are subject to restrictions whereby the sponsor reserves the right to determine disposition of such inventions and the terms and conditions for licensing, distribution of royalty
income, etc. These restrictions will be accepted by the College if:

- refusal would result in the withholding of support by the sponsor;
- acceptance would serve the interests of the public, the College and the investigators.

Personnel employed on such research projects will be subject to the sponsor's restriction.

3. Except as otherwise provided by Board-approved policies or legal instruments, any invention which results from research carried on, by, or under the direction of any employee of the College, and having the cost thereof paid from College funds or from funds under the control of, or administered by the College, or which comes as a direct result of the employee's duties with the College, or which has been developed with a significant utilization of the College resources, equipment or facilities, shall belong to the College and shall be used and controlled in such a manner as to produce the greatest benefit to the College and the public. Marist will construe neither the provisions of office, computer or library facilities, nor will it construe the payment of salary from instructional accounts as constituting significant allocation of College funds, except for those situations where the funds are paid specifically to support the development of such material.

Patents, which arise from research projects financed wholly by College-administered funds, shall be the complete property of the College and subject to such negotiation or transfer of ownership as the College desires. In the case of sponsored research, the ownership of patents shall be governed by provisions in the contract with the sponsoring agency.

Royalty Distribution
Where the College has full ownership rights or where the College receives income from inventions made by employees, the inventor will receive 50% of the net income generated after patenting expenses incurred by the College are deducted.

Notification of Possible Patents
It shall be the responsibility of the investigator or investigators to alert the Chairperson of the College Patent and Copyright Committee, in writing, of any invention the investigator or investigators deemed to be potentially patentable and the conditions under which these inventions were made. Failure to report an invention of patentable or potentially patentable value may result in forfeiture of all or part of the defaulting investigator's equity in the invention.

Once the interest of the College in the invention has been established, the Committee may recommend any one of the following:

- If the patent rights of the invention are subject to the terms of the sponsor's contract or grant, the Committee will inform the inventor to comply with the terms of the contract.

- Operating under the principles of ownership in this policy, the Committee may decide, in cooperation with the inventor, to recommend protection of the invention through a patent. The Committee will then recommend to the President that the invention be turned over to a non-profit patent administration organization for patenting. The President reserves the right to reject the Committee's recommendation to proceed with patent application if he/she deems patent application expenses to be excessive, not supportable within the constraints of the College's annual operating budget, or not reimbursable from royalty income in the foreseeable future.

Upon such a determination, the President may:
- return the application to the Committee for further consideration,
- hold in abeyance the disposition of the application until a future date, or
- refer the invention to the inventor to exploit as he/she see fit.

- The committee may decide to recommend exploitation of the invention as a commercial item. Any invention placed in commercial use but not patented by the College shall be subject to the same terms, conditions and restrictions as any invention for which a patent has been obtained. The Principles of Ownership and Royalty Distribution will apply.

- The Committee may, after careful review of application of the Principles of Ownership, find no further interest in the invention and may recommend to the President that the invention be referred to the inventor to exploit as he/she sees fit.
**Patent Administration Costs**

Patenting expenses for each patent will be recovered from its royalty earnings and distributions will be made from the net royalties remaining.

Net royalties refers to that portion of gross royalties returned to the College which remain after costs involved in processing the patent have been deducted. Processing costs include legal expenses and all other costs charged by the non-profit patent management agency selected by the College to secure patent protection and provide patent management.
Subject: PERSONAL LEAVE

Administrative staff members may request personal leave for occasional one-day or partial-day absences for business, personal or religious reasons. Personal leave requests must be authorized in advance by the supervisor who has the authority to determine the appropriateness of the request. Supervisors shall make every attempt to accommodate reasonable and infrequent requests. At the discretion of the supervisor, a request for personal leave may be denied. It is the obligation of supervisors to be cognizant of this policy and to ensure that personal leave is not excessive.

Personal leave should be requested three (3) days in advance, preferably in writing. Personal leave may not be taken in more than one-day blocks nor can it be combined with vacation or sick leave.

Any exception to this policy must have the approval of both the senior executive and the Director of Human Resources.

Personal leave is to be noted on work logs.
Subject: **PROBATIONARY PERIOD: ADMINISTRATIVE STAFF**

All new administrative staff members and active administrators who transfer to a new position are on probation for the first six (6) months of employment. This 6-month period is used to determine if performance is satisfactory and if employment should be continued. During the probationary period, supervisors are encouraged to meet regularly with the employee to:

- Make clear the job responsibilities, performance standards and workplace practices;
- Set performance expectations with the employee and indicate what steps must be taken for satisfactory performance;
- Assess employee performance and indicate areas that need improvement;
- Discuss the need for improved work performance as soon as there is evidence that performance does not meet expectations.
- Determine if the employee should be continued in the position.

Supervisors should consult with Human Resources on the status of the probationary employee, particularly if there are problems relating to the employee’s performance.

Supervisors are required to conduct a formal performance appraisal with a new employee toward the end of the probationary period. The appraisal should indicate one of the following:

- Move to permanent status.
- Extend probation. In this case, Human Resources should be consulted about the need for an extension of the probationary period which can be for no more than six (6) months.
- Dismissal. In this case, the Senior Executive and the Director of Human Resources must concur before the termination occurs.

An employee who is dismissed during the probationary period will be subject to the separation policies of the College as per Section of this manual. Active employees who transfer to a new position and do not satisfactorily complete the probationary period do not have retreat rights to their former job and may be dismissed from their new position.

Fringe benefits accrue during the probationary period.

Temporary and acting appointments are not credited toward the probationary period.
Subject: PURCHASING AND CONTRACTS

To avoid a conflict of interest or the appearance of a conflict of interest, administrative and support staff should not execute purchasing agreements or other types of contracts from which they may personally benefit. Executing agreements which benefit members of an employee's family or household or others with whom there is a personal relationship are also precluded. It is expected that employees who stand to gain, either personally or indirectly, from a particular contract or agreement will identify their circumstances to their supervisor so that alternate arrangements can be made for the management of the contract.

Violation of this policy is considered a serious matter and may result in disciplinary action, up to and including termination of employment.
Policy: REDUCTION IN WORKFORCE

Marist highly values the contributions of employees and attempts to provide regular employment. However, in the event it becomes necessary for the College to reduce the workforce because of economic conditions, programmatic considerations, or other circumstances, this policy establishes procedures to ensure fair and equitable treatment.

It is the policy of Marist College, whenever feasible, to use attrition when it is necessary to reduce staff levels. In the event that attrition is not feasible or sufficient, the appropriate senior executive in conjunction with supervisors will determine the most effective mix of jobs necessary for continued operations in her/his area. Thereafter, any reductions in force that are necessary will include consideration for documented performance, critical skill level of the affected employee(s), and length of service.

Before terminating an employee pursuant to a reduction in force, an attempt will be made to place the affected employee(s) in a vacant position for which he/she is qualified. However, the College cannot guarantee placement of any employee in another position.

Termination due to a reduction in force will be considered a final separation from that position at Marist. An employee who loses his/her position during a reduction in force will have no recall rights to the same or similar position. An employee terminated due to a reduction in force will be considered as an internal applicant for rehire for the 12-month period following separation. If rehired, the new rate of pay will be based on the salary of the new job classification. All benefits service with Marist prior to the reduction in force shall be restored if the person is rehired within 12 months.

The fulfillment of Affirmative Action/Equal Employment Opportunity objectives will be monitored. Marist must ensure that there is full compliance with Affirmative Action/Equal Employment Opportunity commitments, laws, and College policy when implementing a reduction in force. Race, color, gender, sexual orientation, age, religion, creed, national origin, marital status, Vietnam Era veteran status, disabled veteran status, or disability are never to be a consideration in identifying an employee for reduction in force. This policy is not to be used in the case where the employee is subject to termination for unacceptable conduct or performance problems.

An employee terminated because of a reduction in force will be provided a lump sum severance payment as follows:

- Less than one year of service - one week of pay.
- More than one year of service - one week of pay for each completed year of service to a maximum of 10 weeks of pay.

An employee terminated because of a reduction in force will receive payment for accrued vacation in accordance with policy. Health insurance coverage may be provided by Marist for up to six (6) months beyond termination at the current employee rate and coverage level. After six (6) months the continuation of coverage will be offered at a cost of 102% of the premium. See the COBRA policy for more details. A Marist employee who is receiving tuition benefits for himself/herself, spouse or children prior to the day of separation will continue to receive the benefit through the end of the semester in which the separation occurs.
Subject: RELEASE OF INFORMATION TO THE MEDIA

The Office of College Relations is the official liaison between the College and the communications media. Any member of the faculty or staff should inform the Office of College Relations of any contact with media representatives if it relates to the College itself or to work performed by a faculty or staff member. Generally, no information about the College or a staff/faculty member should be communicated to media representatives without the approval of the Office of College Relations.

All telephone inquiries from the media should be referred to the Office of College Relations. When authorized, staff or faculty members who are interviewed by telephone should be cautious in making statements which can be interpreted as College policy. In all public statements, College policy or laws relating to confidential information about students or employees should be carefully followed.

To assure accuracy and to avoid duplication, individual staff or faculty members should not issue press releases related to College activities or their work. Official press releases and feature stories should be released by the Office of College Relations. If features are initiated by the media, College Relations should be informed about the contact and nature of the story before any interview is undertaken.

Major news stories or important public statements should be released from the Office of College Relations in coordination with the Office of the President.

The Sports Information Office may send Athletic Department press releases directly to the news media. Major announcements or press conferences related to the College's athletic policies or programs should be coordinated in advance with the Office of College Relations.

The College reserves the right to take appropriate action against any member of the faculty or staff who makes an unauthorized statement or press release related to official College business or confidential information.
Policy: RETIREMENT

Individuals who are exploring retirement options should contact the Office of Human Resources for detailed information. All benefits eligible faculty, administrators, non-union secretarial staff, and security staff are covered by this policy. Employees represented by collective bargaining agreements should refer to the terms in their respective agreements to determine benefit eligibility.

Normal Retirement: A separation from service at the College upon or after reaching age 65 with a minimum of 10 consecutive years of full-time service prior to separation.

Early Retirement: A separation from service at the College between ages 62-64 with a minimum of 15 consecutive years of full-time service prior to separation.

Phase Down Retirement: For faculty members only. Please refer to the Faculty Handbook for details.

Employees who separate under the College's Long-Term Disability Plan and who satisfied the coverage, age and service conditions described above as of the employee’s last day of active employment are eligible to participate in the College’s post-retirement health benefit program.

Employees who have not completed at least ten (10) years of continuous, full-time service prior to the actual date of separation are not eligible to participate in the retirement plan, regardless of their age at the time of separation.

MEDICAL INSURANCE

Minimum Eligibility: Post-retirement health benefits are made available only to those full-time employees who (i) have been enrolled in the College’s employee medical plan for a minimum of two (2) years immediately prior to the date of retirement from the College, and (ii) have either:

a) completed ten (10) or more years of continuous full-time service with the College immediately prior to retirement, and attained at least age 65 as of the date of retirement; or

b) completed fifteen (15) or more years of continuous full-time service with the College immediately prior to retirement, and attained at least age 62 as of the date of retirement.

Employees who have not satisfied the coverage, age and service conditions described above prior to the actual date of separation are not eligible for post-retirement benefits, regardless of their age at the time of separation. Continued health plan coverage may be available under the health plan’s COBRA provisions; the cost of any such coverage is borne entirely by the employee (if coverage is available and elected).

Spousal Eligibility: Spousal eligibility is determined by the following requirements:

• The spouse must be the legal spouse of an employee who completed ten (10) or more years of continuous full-time service with the College as of September 1, 2014.

• The spouse must have been enrolled in the College’s medical plan for a minimum of two (2) consecutive years prior to September 1, 2014.

The spouse of an employee who has completed fewer than ten (10) years of service as of September 1, 2014, regardless of the age of the employee, is not eligible for post-retirement health plan coverage. Similarly, a spouse who has not been enrolled in the College’s medical plan for a minimum of two (2) consecutive years prior to September 1, 2014 is not eligible for post-retirement health plan coverage. Continued health plan coverage may be available under the health plan’s COBRA provisions; the cost of any such coverage is borne entirely by the spouse (if coverage is available and elected).

The only opportunity an eligible employee and an eligible spouse have to enroll in the College’s post-retirement health plan is at the time of the employee’s retirement. Those who elect not to enroll at the time of retirement may not enroll in the plan at a later date. Similarly, enrollment cannot be reinstated if coverage is interrupted or discontinued for any reason after retirement.
The Plan: The College will provide post-retirement health benefits to eligible retirees and eligible spouses through a combination of health reimbursement accounts and medical insurance made available through OneExchange, a private insurance exchange that the College has engaged to coordinate retiree access to insurance. OneExchange will work with retirees to identify the most suitable insurance plans available in their locale. Retirees will also receive assistance with enrollment, account management, and claims advocacy. Details regarding enrollment with OneExchange and the products available through OneExchange will be provided directly to eligible retirees and eligible spouses by OneExchange.

Eligible retirees and eligible spouses who are enrolled in a medical plan available through OneExchange will be eligible to receive a College subsidy toward their healthcare costs. The College provides a subsidy in the form of contributions to a health reimbursement account (HRA) set up in the retiree’s or spouse’s name. HRA balances can be applied to pay for insurance acquired through OneExchange and can be used to reimburse the retiree or spouse for other eligible medical expenses. More details about the HRA, including the amount of the College-provided contribution are set forth below.

Other: To participate in the College’s post-retirement health plan (complete details of which are provided in formal plan documents available from the College’s Office of Human Resources), eligible retirees and eligible spouses must maintain their enrollment in one of the medical insurance products that are available through the College’s OneExchange program. Eligible retirees and spouses may choose one or more additional insurance products available through OneExchange, based on their individual needs and circumstances, and will have the opportunity to change their selections in accordance with the provisions of their state of residence.

The College's post-retirement health coverage is predicated upon the condition that coverage under both Part A and Part B of Medicare is in effect. All employees must register for Medicare (with the Social Security Administration) at least three (3) months prior to their planned retirement as coverage is not automatic. Eligible retirees and eligible spouses must timely and properly enroll in, and must continuously maintain their enrollment in, Medicare Parts A and B. Eligible retirees and/or spouses under age 65 will be supported by OneExchange until they reach age 65, at which time they must enroll in Medicare Parts A and B and must transition into the OneExchange product available to all other covered individuals who are age 65 or older.

The College does not provide any direct HRA contribution for the children of eligible retirees. However, to the extent permitted by the Internal Revenue Code, eligible retirees and eligible spouses may be able to use their HRA balances to cover eligible healthcare costs for their qualifying dependent children. Retirees must make an enrollment election in order to have medical coverage under this plan. Enrollment is not automatic. Failure to enroll may result in irrevocable forfeiture of plan benefits.

HRA Funding: The College-provided contribution to the HRAs of eligible retirees and the eligible spouses of such retirees is based on the retiree’s years of service, in five year increments, as follows:

Funding Chart

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual HRA Contribution for Eligible Retiree, Based on Retiree’s Years of Service at Retirement Date</th>
<th>Annual HRA Contribution for Eligible Spouse, Based on Eligible Retiree’s Years of Service as of September 1, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-14</td>
<td>$750.00</td>
<td>$750.00</td>
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<td>15-19</td>
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<tr>
<td>25-29</td>
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<tr>
<td>30-34</td>
<td>$2,250.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>35+</td>
<td>$2,625.00</td>
<td>$2,625.00</td>
</tr>
</tbody>
</table>
Funding for eligible spouses will be fixed based on the eligible retiree’s years of Service as of September 1, 2014, regardless of how long the employee remains employed with the College. Additional eligibility requirements apply as specified in the Spousal Eligibility section of this document.

HRA balances remaining at the end of the year will roll over and may be used in a subsequent year. Unless eligibility or funding end sooner, College funding of an eligible retiree’s and an eligible spouse’s HRA will end upon the death of such individual. Upon the death of an eligible spouse, the eligible retiree can use any funds remaining in the spouse’s HRA at the time of the spouse’s death, as well as the eligible retiree’s own HRA, for the reimbursement of covered medical expenses.

Upon the death of an eligible retiree, the eligible spouse can use any funds then remaining in the retiree’s HRA. Also, unless terminated sooner, College funding of the eligible spouse’s HRA will continue for up to eighteen months following the retiree’s death. Continuation of coverage may be available thereafter under the plan’s COBRA provisions. See the plan for details.

PRESCRIPTION DRUG COVERAGE
Retirees have the opportunity to enroll in a prescription plan through OneExchange. Prescription plans are generally elected separate and apart from your elected medical plan.
Our provider offers a personalized website for education and evaluation of plan options. The website addresses are as follows:
www.medicare.oneexchange.com/marist
Additionally, your OneExchange benefit advisor will provide clear guidance on plan options and availability.

DENTAL INSURANCE
Retirees have the opportunity to enroll in a dental plan through OneExchange. Dental plans are generally elected separate and apart from your elected medical plan.
Our provider offers a personalized website for education and evaluation of plan options. The website addresses are as follows:
www.medicare.oneexchange.com/marist
Additionally, your OneExchange benefit advisor will provide clear guidance on plan options and availability.

VISION INSURANCE
Retirees have the opportunity to enroll in a vision plan through OneExchange. Vision plans are generally elected separate and apart from the elected medical plan. Some medical plans may provide certain vision benefits as part of their standard coverage. Your OneExchange benefit advisor will provide clear guidance on vision plan options and availability.
Our provider offers a personalized website for education and evaluation of plan options. The website addresses are as follows:
www.medicare.oneexchange.com/marist
Additionally, your OneExchange benefit advisor will provide clear guidance on plan options and availability.

LIFE INSURANCE
a) All employees with twenty (20) or more years of continuous, full-time service prior to retirement are eligible for $5,000 of group life insurance. Premiums are divided equally between the College and the employee.
b) All employees with at least fifteen (15) but less than twenty (20) years of continuous, full-time service prior to retirement are eligible for $4,000 of group life insurance. Premiums are divided equally between the College and the employee.
c) All employees with at least ten (10) but less than fifteen (15) years of continuous, full-time service prior to retirement are eligible for $3,000 of group life insurance. Premiums are divided equally between the College and the employee.
d) All employees with less than ten (10) years of continuous, full-time service prior to retirement are ineligible for this benefit.

PENSION
You may always request a distribution of contributions you have received from the College upon termination of employment after reaching age 65. Additional details about withdrawing money from the plan and options for payout can be found by contacting TIAA-CREF directly: (800) 842-2252 or by visiting their website at www.TIAA-
TUITION BENEFIT-
The College provides a tuition benefit to retirees and eligible dependents as outlined below. All criteria for admission as a student at Marist College must be satisfied in order to be eligible for the following benefits. Applications for admission and all required documentation must be approved through the applicable admissions process for any individual who wishes to attend Marist College. Any individual who is not accepted as a student at the College is not entitled to educational benefits. This benefit is limited to tuition waiver at Marist College only. There is no tuition waiver available at other institutions.

Eligible credit for the tuition benefit includes up to 16 undergraduate credits per semester. Graduate credit hours are limited to a maximum of eighteen (18) credit hours annually for faculty, administrators, spouses, and dependent children to age 26. This benefit covers tuition only for courses with academic credit. Non-traditional courses, such as professional development seminars, are not covered. All College fees are the responsibility of the retiree or his/her spouse and/or dependent(s).

All retirees with twenty (20) or more years of continuous, full-time service at the College prior to retirement are eligible for a tuition waiver for themselves, their spouse, or dependents (as defined by the terms below) at the time of retirement.

All employees with at least fifteen (15), but less than twenty (20) years of continuous, full-time service at the College prior to retirement are eligible for a waiver of half the tuition for themselves, their spouse, or dependents (as defined by the IRS Code) at the time of retirement.

Employees with less than fifteen (15) completed years of continuous, full-time at the College prior to retirement are not eligible for tuition benefits.

McCANN CENTER
a) All retirees with ten (10) or more years of continuous, full-time service prior to retirement at the College are eligible for a free family membership at the McCann Center.

b) All employees with less than ten (10) years of continuous, full-time service prior to retirement are eligible to join at the standard rate.
Subject: **SALARY POLICY FOR ACADEMIC ADMINISTRATORS WHO HAVE THE RIGHT TO RETURN TO THE FACULTY**

*New Academic Administrators:*

New academic administrators are appointed at Marist College at competitive salaries driven by market rates.

*Administrators with Tenure and the Right to Return to the Marist Faculty:*

When administrators return to the faculty, their salary is adjusted to equal the salaries of faculty in their discipline and rank who have similar teaching experience, years of service, and publication records.
Subject: SCHEDULE OF SALARY PAYMENTS

All faculty and administrative staff members are compensated on a semi-monthly basis. Salary checks are normally issued on the 15th and the last calendar day of the month. When either of these days falls on a weekend, the checks are available on the preceding Friday.

All faculty and staff are eligible for direct deposit to qualified banking institutions. Details of the direct deposit program can be obtained from the Payroll Office in room 214 of Donnelly Hall. Information is available on the Payroll Office web site.
Subject: **SEPARATION AND EXIT INTERVIEW POLICY**

It is the responsibility of an employee who intends to resign to:

- Notify his/her immediate supervisor in writing and send a copy to the Office of Human Resources. Employees are encouraged to give as much advance notice as possible with a preferred minimum notice of two weeks;
- Satisfy any outstanding work assignment obligations with the College; and ensure that all work logs have been received in the Office of Human Resources.

The Office of Human Resources will contact a departing employee to schedule an exit interview. Exit interviews are conducted for the following reasons:

- To offer the employee the opportunity to complete a Separation Questionnaire
- To advise the employee with respect to group insurance options and other pertinent employee benefit matters;
- To notify the employee of any final payment reductions such as required legal deductions, Foxnet payments, PC affiliate payments, and outstanding advance payments of wages;
- To reclaim identification cards, keys, and other College property; and
- To receive suggestions from separating employees on improving/changing employment conditions.

Final salary payments are made in the payroll following the last day of employment.
SUBJECT: SICK LEAVE

Sick leave is authorized for all members of the administrative staff and is to be used only when an employee is unable to work because of illness. Sick leave is neither accrued nor subject to carryover. Employees who are unable to work due to illness must notify their immediate supervisor at the beginning of each workday.

A supervisor has the right to question sick leave and/or request a doctor's note from a staff member when the supervisor is concerned about excessive use or a pattern of sick leave.

Employees who are sick for more than five (5) consecutive workdays are required to file an application for Disability Leave benefits. Payment for the five (5) consecutive workdays may be withheld if application for Disability Leave is not filed in a timely manner.

Sick leave is to be noted on monthly work logs. The Office of Human Resources may question a supervisor if an excessive use or a pattern of sick time is observed.
Subject: SOCIAL SECURITY AND MEDICARE

All faculty and staff are covered by Social Security and Medicare under the Federal Insurance Contributions Act (FICA). Employee contributions are established by law and deducted from the paycheck. The College contributes an amount established by law on behalf of the employee for these benefits.

Medicare benefits extend to those over 65 years of age who are eligible to receive Social Security payments. Medicare also provides medical benefits to disabled individuals and dependent widows/widowers between the ages of 50 and 65 as well as disabled children age 18 and over who become disabled before age 22.

For further information, please refer to the Social Security Administration web site at www.ssa.gov.
Subject: TEACHING POLICY: ADMINISTRATIVE STAFF

A full-time administrative position requires an equivalent professional commitment. This commitment is generally carried out within the parameters of the normal workday and workweek. Thus, it is preferable for administrators who teach to do so in the evening or on the weekend.

The following guidelines have been established and must be adhered to by all administrators who wish to teach at Marist College.

1. Administrators who wish to teach a course for Marist must submit a Request to Teach Form, available at www.my.marist.edu/. The request must be signed by the supervisor and senior executive and forwarded to the Academic Vice President before a contract can be initiated. A supervisor has the discretion to approve or deny a request based on departmental needs and/or personnel concerns.

2. A Request to Teach Form must be submitted every semester that an administrator wishes to teach.

3. An administrator may not teach more than three (3) credits between the hours of 8 a.m. and 5 p.m.

4. It is advised that administrators teach no more than three (3) credits during any semester. Only in special circumstances, and in accordance with numbers 1 and 2 above, can an administrator teach more than three (3) credits during any semester.

5. Administrators who teach as a requirement of their administrative duties and/or job description are not subject to this policy.
Subject: **TIAA/CREF RETIREMENT PLAN**

All full and part-time members of the faculty and administration whose employment status includes fringe benefits and who work an average of twenty (20) or more hours/week over 52 consecutive weeks must participate in the College retirement plan with Teachers Insurance Annuity Association/College Retirement Equities Fund (TIAA/CREF). Enrollment begins the first of the month following the completion of one (1) full year of service.

During the first five (5) years in the plan employees contribute 4% of their base salary and the College contributes 7.5%. Beginning with the seventh year of employment or with the granting of tenure employees contribute 1% and the College contributes 10.5%. After fifteen (15) years of employment the College’s contribution increases to 12%. Employees are immediately vested in the plan.

The Office of Human Resources has responsibility for ensuring enrollment in the TIAA/CREF Retirement Plan. Questions about the plan may be addressed to Human Resources on ext. 2349. Information about TIAA/CREF can be obtained by visiting their website at tiaa-cref.org.

Faculty and staff may also open a Supplemental Retirement Account (SRA) to which they contribute through salary reduction. This is a voluntary plan to which the College does not contribute. There is no waiting period for enrollment in an SRA. Applications are available in the Human Resources and Payroll Offices.
Subject: **TRAVEL TIME AND EXPENSES**

This policy is detailed in the Business Travel and Other Reimbursement Policies Handbook published by the Business Office. Copies of the Handbook can be obtained from the Business Office, Donnelly Hall Room 210.
Subject: UNEMPLOYMENT INSURANCE

Unemployment Compensation is an insurance benefit, administered by the State of New York, paid to workers who meet all the requirements of the New York Unemployment Compensation Law. It is designed to provide monetary benefits to individuals who lose employment through no fault of their own. The program is financed by a payroll tax paid by employers and employees.

Eligibility for unemployment compensation benefits is determined by the State Unemployment Insurance Claims Office after an individual applies for benefits. Monetary benefits normally extend for a maximum period of 26 weeks. The maximum weekly benefit amount is determined each year by New York State.
Subject: **USE OF COLLEGE RESOURCES**

It is expected that College services and property, including the College name, are to be used by employees of the College for the conduct of College business only. There may be occasions when, for the convenience of the employer, limited use can be permitted where prior approval and appropriate reimbursement procedures have been established. Supervisors are responsible for ensuring that employees appropriately use College property and resources. The following list of College resources, which is not exhaustive, is provided as guidance for supervisors and employees:

- Staff and staff time
- Telephones and facsimile machines
- Duplicating services
- Campus mail
- Computing equipment and time
- Office space
- Supplies
- Vehicles
- Postage
- Dumpsters
- Other equipment

The College name is to be used only for official College business and for identification purposes. No employee may use the name of Marist College or a name which implies Marist College or the name of a Marist College organization unless that employee has been officially granted the authority for its use. The use of the seal on publications and the like is prohibited except when specifically authorized.

An employee who becomes aware that another employee has violated this policy is obligated to immediately notify the violator's supervisor. Appropriate disciplinary action will be taken against any member of the Marist community who is found to be in violation of this policy.
Subject: VACATION

The number of weeks of vacation earned per fiscal year by full-time administrative staff is as follows:

<table>
<thead>
<tr>
<th>Vacation Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Executive</td>
<td>4</td>
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</tr>
<tr>
<td>Executive</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Administrative &amp; Technical</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

*For new employees hired after January 1, the following July 1 begins the first vacation year. For new employees hired before January 1, the following July 1 begins the second vacation year. Vacation days for new employees are earned on a pro-rated basis for that period of time worked prior to July; pro-ration is based upon the year one (1) vacation schedule.

At the beginning of each fiscal year, all employees are advanced their vacation allotment for the upcoming year. Any vacation days used but not earned as of the date of separation from the College will be deducted from the employee’s final pay.

Employees on a part-time or ten-month contract earn vacation based on a pro-ration of the full-time schedule.

Employees must take a minimum of ten (10) vacation days a year.

Employees may carry over unused vacation time from one fiscal year to the next to a maximum of 30 days. Any vacation days in excess of 30 will be deducted at the end of each fiscal year. Under no circumstances will more than a total of 30 days be carried over from one fiscal year into the next.

Employees who are promoted from a different job group into an administrative position will be eligible for vacation based on their original date of hire provided there is no break in service.

Vacation days are to be noted on monthly work logs.

Vacation requests should be made in writing to the immediate supervisor as early as possible. Whenever possible, vacation time should be mutually agreed upon. However, if mutual agreement is not possible, the supervisor’s decision is pre- eminent.

Employees will receive a lump sum payment for no more than fifteen (15) days of accrued vacation upon separation from employment.
Subject: **WORK LOGS**

All members of the administration are required to document their time off from work by completing monthly work logs which are distributed by the Payroll Office on a bi-monthly basis. Work logs are the only mechanism used by the College to track time off – personal, sick, vacation – for administrative staff. A sample work log is included as page 2 of this policy.

At the beginning of each month, administrators complete their work logs for the previous month and submit them to their immediate supervisor who signs the work logs and forwards them to Payroll. Work logs must be received in the Payroll Office by the tenth of the following month.

Work logs for the previous month are scanned into the payroll system during the last payroll of the following month. For instance, the work log for July is due in Payroll by August 10. The July work log is scanned into the August 30 payroll and all time off used during July is noted on the August 30 pay stub.

On a monthly basis, the senior executive for each area receives a list of administrators who have not submitted work logs. Vacation time may be reduced for any administrator who does not comply with this requirement.
# Administrative Work Log

1. Please mark the appropriate boxes below with the following LETTER CODES. Place a diagonal in the box to represent 1/2 day. Do not note workdays.

   **TIME CATEGORIES**
   - V = Vacation
   - J = Jury Duty
   - C = Conference
   - S = Sick
   - B = Bereavement
   - P = Personal
   - W = Worked Weekend
   - E = Worked Evening
   - H = Holiday
   - N = NYS DBL/W. COMP
   - U = Unpaid leave

<table>
<thead>
<tr>
<th>SUN</th>
<th>MON</th>
<th>TUES</th>
<th>WED</th>
<th>THURS</th>
<th>FRI</th>
<th>SAT</th>
</tr>
</thead>
</table>

2. At the end of the month, total the number of days in each shaded TIME CATEGORY and transfer the TOTAL DAYS to the shaded area below. Leave this area blank if no shaded time categories apply.

   Use No. 2 pencil in shaded area only.

<table>
<thead>
<tr>
<th>VACATION</th>
<th>SICK</th>
<th>PERSONAL</th>
<th>HOLIDAY</th>
<th>JURY DUTY</th>
<th>BEREAVEMENT</th>
<th>NYS DBL/W. COMP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Employee Signature  
   Date

   Supervisor Signature  
   Date

3. EMPLOYEE - Sign your name and date where indicated to the right.
   - Send this work log to your immediate supervisor by the first work day of the following month.

   SUPERVISOR - Sign your name and date where indicated to the right.
   - Send this work log to the HUMAN RESOURCES OFFICE by the tenth day of the following month.

I hereby certify that the above information is correct.
Subject: WORKING HOURS

Full-time administrators are expected to work a minimum of 37.5 hours per week. In some instances, depending on the nature of the work, additional hours may be required. The hours of most administrative offices are 8:30 a.m. to 5:00 p.m. but may vary based on the needs of the department or program.
Endnotes

i Alternatively, the terminology of “complaint” may be used in lieu of grievance.

ii This definition of hostile environment is based on Federal Register / Vol. 59, No. 47 / Thursday, March 10, 1994: Department Of Education Office For Civil Rights, Racial Incidents And Harassment Against Students At Educational Institutions Investigative Guidance. The document is available at http://www.ed.gov/about/offices/list/ocr/docs/race394.html.

iii Also of relevance is the Office of Civil Rights 2001 statement on sexual harassment, “Revised Sexual Harassment Guidance: Harassment Of Students By School Employees, Other Students, Or Third Parties, Title IX,” which can be found at http://www2.ed.gov/legislation/FedRegister/other/2001-1/011901b.html, as well as the April, 2011 Dear Colleague Letter on Campus Sexual Violence, which can be found at: http://www.whitehouse.gov/sites/default/files/sex_violence.pdf.

iv Some examples of possible Sexual Harassment include:

- A professor insists that a student have sex with him/her in exchange for a good grade. This is harassment regardless of whether the student accedes to the request.
- A student repeatedly sends sexually oriented jokes around on an email list s/he created, even when asked to stop, causing one recipient to avoid the sender on campus and in the residence hall in which they both live.
- Explicit sexual pictures are displayed in a professor’s office or on the exterior of a residence hall door.
- Two supervisors frequently ‘rate’ several employees’ bodies and sex appeal, commenting suggestively about their clothing and appearance.
- A professor engages students in her class in discussions about their past sexual experiences, yet the conversation is not in any way germane to the subject matter of the class. She probes for explicit details, and demands that students answer her, though they are clearly uncomfortable and hesitant.
- An ex-girlfriend widely spreads false stories about her sex life with her former boyfriend to the clear discomfort of the boyfriend, turning him into a social pariah on campus.
- Male students take to calling a particular brunette student “Monica” because of her resemblance to Monica Lewinsky. Soon, everyone adopts this nickname for her, and she is the target of relentless remarks about cigars, the president, “sexual relations” and Weight Watchers.
- A student grabbed another student by the hair, then grabbed her breast and put his mouth on it. While this is sexual harassment, it is also a form of sexual violence.

v This section is offered as an optional inclusion, as some campuses prefer to include this policy elsewhere, such as a faculty handbook or employee manual. We include it here to inform students, not just employees, of our expectations.

vi The state definition of sexual assault is below, which is applicable to criminal prosecutions for sexual assault in New York but may differ from the definition used on campus to address policy violations.

§130.20 Sexual misconduct.
A person is guilty of sexual misconduct when:

1. He or she engages in sexual intercourse with another person without such person’s consent; or
2. He or she engages in oral sexual conduct or anal sexual conduct with another person without such person’s consent; or
   (Eff.11/1/03,Ch.264,L.2003)
3. He or she engages in sexual conduct with an animal or a dead human body.

Sexual misconduct is a class A misdemeanor.

§130.25 Rape in the third degree.
A person is guilty of rape in the third degree when:

1. He or she engages in sexual intercourse with another person who is incapable of consent by reason of some factor other than being less than seventeen years old;
2. Being twenty-one years old or more, he or she engages in sexual intercourse with another person less than seventeen years old; or
3. He or she engages in sexual intercourse with another person without such person’s consent where such lack of consent is by reason of some factor other than incapacity to consent.

Rape in the third degree is a class E felony.

§130.30 Rape in the second degree.
A person is guilty of rape in the second degree when:
1. being eighteen years old or more, he or she engages in sexual intercourse with another person less than fifteen years old; or
2. he or she engages in sexual intercourse with another person who is incapable of consent by reason of being mentally disabled or mentally incapacitated.

It will be an affirmative defense to the crime of rape in the second degree as defined in subdivision one of this section that the defendant was less than four years older than the victim at the time of the act.

§130.35 Rape in the first degree.
A person is guilty of rape in the first degree when he or she engages in sexual intercourse with another person:
1. By forcible compulsion; or
2. Who is incapable of consent by reason of being physically helpless; or
3. Who is less than eleven years old; or
4. Who is less than thirteen years old and the actor is eighteen years old or more.

Rape in the first degree is a class B felony.

§130.40 Criminal sexual act in the third degree.
A person is guilty of criminal sexual act in the third degree when:
1. He or she engages in oral sexual conduct or anal sexual conduct with a person who is incapable of consent by reason of some factor other than being less than seventeen years old.
2. Being twenty-one years old or more, he or she engages in oral sexual conduct or anal sexual conduct with a person less than seventeen years old; or
3. He or she engages in oral sexual conduct or anal sexual conduct with another person without such person’s consent where such lack of consent is by reason of some factor other than incapacity to consent. (Eff.11/1/03,Ch.264,L.2003)

Criminal sexual act in the third degree is a class E felony.

§130.45 Criminal sexual act in the second degree.
A person is guilty of criminal sexual act in the second degree when:
1. being eighteen years old or more, he or she engages in oral sexual conduct or anal sexual conduct with another person less than fifteen years old; or
2. he or she engages in oral sexual conduct or anal sexual conduct with another person who is incapable of consent by reason of being mentally disabled or mentally incapacitated.

It will be an affirmative defense to the crime of criminal sexual act in the second degree as defined in subdivision one of this section that the defendant was less than four years older than the victim at the time of the act. (Eff.11/1/03,Ch.264,L.2003) Criminal sexual act in the second degree is a class D felony.

§130.50 Criminal sexual act in the first degree.
A person is guilty of criminal sexual act in the first degree when he or she engages in oral sexual conduct or anal sexual conduct with another person: (Eff.11/1/03,Ch.264,L.2003)
1. By forcible compulsion; or
2. Who is incapable of consent by means of being physically helpless; or
3. Who is less than eleven years old; or
4. Who is less than thirteen years old and the actor is eighteen years old or more.

Criminal sexual act in the first degree is a class B felony.(Eff.11/1/03,Ch.264,L.2003)

§130.52 Forcible touching.
A person is guilty of forcible touching when such person intentionally, and for no legitimate purpose, forcibly touches the sexual or other intimate parts of another person for the purpose of degrading or abusing such person; or for the purpose of gratifying the actor’s sexual desire. For the purposes of this section, forcible touching includes squeezing, grabbing or pinching. Forcible touching is a class A misdemeanor.(Eff.11/1/03,Ch.264,L.2003)

vii The state definition of consent is below, which is applicable to criminal prosecutions for sex offenses in New York, but may differ from the definition used on campus to address policy violations.

§130.05 Sex offenses; lack of consent.
Lack of consent results from:

(a) Forcible compulsion—sexual abuse of forcible touching, any circumstances, in addition to forcible compulsion or incapacity to consent, in which the victim does not expressly or impliedly acquiesce in the actor’s conduct; or (Eff.11/1/03, Ch.264, L.2003)

(b) Where the offense charged is rape in the third degree as defined in subdivision three of section 130.25, or criminal sexual act in the third degree as defined in subdivision three of section 130.40, in addition to forcible compulsion, circumstances under which, at the time of the act of intercourse or deviate sexual intercourse, the victim clearly expressed that he or she did not consent to engage in such act, and a reasonable person in the actor’s situation would have understood such person’s words and acts as an expression of lack of consent to such act under all the circumstances. (Eff.11/1/03, Ch.264, L.2003)

ix The state of New York defines domestic violence as a pattern of coercive tactics, which can include physical, psychological, sexual, economic and emotional abuse, perpetrated by one person against an adult intimate partner, with the goal of establishing and maintaining power and control over the victim. This definition is applicable to criminal prosecutions for domestic violence in New York, but may differ from the definition used on campus to address policy violations.

x Examples:

• Employee A has been in an intimate relationship with Employee B for over a year; Employee A punches Employee B in the face during an argument (Dating Violence).

• Student A has been in an intimate relationship with Student B for over a year; Students A & B live together. During an argument, Student A shoves Student B to the ground (Domestic Violence).

xi The state definition of stalking is applicable to criminal prosecutions for stalking in New York, but may differ from the definition used on campus to address policy violations. NY Stalking law:

Penal Code § 120.45. Stalking in the fourth degree. 1999. A person is guilty of stalking in the fourth degree when he or she intentionally, and for no legitimate purpose, engages in a course of conduct directed at a specific person, and knows or reasonably should know that such conduct:

4. is likely to cause reasonable fear of material harm to the physical health, safety or property of such person, a member of such person's immediate family or a third party with whom such person is acquainted; or

5. causes material harm to the mental or emotional health of such person, where such conduct consists of following, telephoning or initiating communication or contact with such person, a member of such person's immediate family or a third party with whom such person is acquainted, and the actor was previously clearly informed to cease that conduct; or

6. is likely to cause such person to reasonably fear that his or her employment, business or career is threatened, where such conduct consists of appearing, telephoning or initiating communication or contact at such person's place of employment or business, and the actor was previously clearly informed to cease that conduct.

Stalking in the fourth degree is a class B misdemeanor.

Penal Code § 120.50. Stalking in the third degree. 1999. A person is guilty of stalking in the third degree when he or she:

4. Commits the crime of stalking in the fourth degree in violation of section 120.45 of this article against three or more persons, in three or more separate transactions, for which the actor has not been previously convicted; or

5. Commits the crime of stalking in the fourth degree in violation of section 120.45 of this article against any person, and has previously been convicted, within the preceding ten years of a specified predicate crime, as defined in subdivision five of section 120.40 of this article, and the victim of such specified predicate crime is the victim, or an immediate family member of the victim, of the present offense; or

6. With intent to harass, annoy or alarm a specific person, intentionally engages in a course of conduct directed at such person which is likely to cause such person to reasonably fear physical injury or serious physical injury, the commission of a sex offense against, or the kidnapping, unlawful imprisonment or death of such person or a member of such person's immediate family; or

7. Commits the crime of stalking in the fourth degree and has previously been convicted within the preceding ten years of stalking in the fourth degree.

Stalking in the third degree is a class A misdemeanor.

NY CLS Penal § 120.55. Stalking in the second degree. 1999. Amended 2003. A person is guilty of stalking in the second degree when he or she:

3. Commits the crime of stalking in the third degree as defined in subdivision three of section 120.50 of this article and in the course of and in furtherance of the commission of such offense: (i) displays, or possesses and threatens the use of, a firearm, pistol, revolver, rifle, shotgun, machine gun, electronic dart gun, electronic stun gun, cane sword, billy, blackjack, bludgeon, metal knuckles, chuka stick, sand bag, sandclub, slingshot, [fig 1] slungshot, shirken, "Kung Fu Star", dagger, dangerous knife,
dirk, razor, stiletto, imitation pistol, dangerous instrument, deadly instrument or deadly weapon; or (ii) displays what appears to be a pistol, revolver, rifle, shotgun, machine gun or other firearm; or

4. Commits the crime of stalking in the third degree in violation of subdivision three of section 120.50 of this article against any person, and has previously been convicted, within the preceding five years, of a specified predicate crime as defined in subdivision five of section 120.40 of this article, and the victim of such specified predicate crime is the victim, or an immediate family member of the victim, of the present offense; or

5. Commits the crime of stalking in the fourth degree and has previously been convicted of stalking in the third degree as defined in subdivision four of section 120.50 of this article against any person; or

6. Being twenty-one years of age or older, repeatedly follows a person under the age of fourteen or engages in a course of conduct or repeatedly commits acts over a period of time intentionally placing or attempting to place such person who is under the age of fourteen in reasonable fear of physical injury, serious physical injury or death [fig 1]; or

7. (Added, L 2003) Commits the crime of stalking in the third degree, as defined in subdivision three of section 120.50 of this article, against ten or more persons, in ten or more separate transactions, for which the actor has not been previously convicted. Stalking in the second degree is a class E felony.

Penal Code § 120.60. Stalking in the first degree. 1999. Amended 2000. A person is guilty of stalking in the first degree when he or she commits the crime of stalking in the third degree as defined in subdivision three of section 120.50 or stalking in the second degree as defined in section 120.55 of this article and, in the course and furtherance thereof, he or she:

5. intentionally or recklessly causes physical injury to the victim of such crime; or

6. commits a class A misdemeanor defined in article one hundred thirty of this chapter, or a class E felony defined in section 130.25, 130.40 or 130.85 of this chapter, or a class D felony defined in section 130.30 or 130.45 of this chapter.

Stalking in the first degree is a class D felony.

xii Examples

• Employee A recently ended an intimate relationship with Employee B. For the past three weeks, B has been sending A 100 text messages per day and waits by A’s car at the end of each day to beg and plead with her to take him back. When she refuses, he loses control, makes threatening gestures, and tells her she will regret this. Employee A indicates she is fearful of what B might do to her (Stalking).

• Mark is a student on campus who has always been fascinated by women who dye their hair. One day, he notices MaryLou, whose hair is dyed a very bright purple. He follows her home to see where she lives, and begins to track her history, actions and movements online. His fascination increases to the point where he follows her frequently on campus, takes pictures of her without her permission, and spies through her window at night with a long-range camera lens. He wants to have her beautiful purple hair for his own, so that he can stroke it whenever he wants.

xiii If circumstances require, the President or Title IX Coordinator or designee may designate another person to oversee the process below, should a grievance be made against the Coordinator or the Coordinator be otherwise unavailable or unable to fulfill their duties.