



# **Faculty Handbook**

**Updated February 7, 2022**

## **Procedures for Revisions:**

When substantive changes occur, the Office of Academic Affairs will be responsible for indicating all new language to this document in **green text**. In addition, each revision will have a footnote\* to include any deleted language or to note that an addition has been made (i.e., **\*[deletion: w/old verbiage]** or **\*[addition]**). The note will also indicate the date the change was made. The color change and footnote will remain for at least 12 months.

In addition, given the ongoing process of rewriting this Faculty Handbook, some changes included in the new text have been incorporated into this handbook in the appendix Part XV and the superseded material is denoted in ~~strikethrough purple text with a~~ **\*[footnote]**.

Revision Key:

<b>Revision Type/Color</b>	<b>Revision Footnote</b>
<b>New Language*</b>	<b>*[Approved by the Senate on ...]</b>
<b>Deletion/old verbiage*</b>	<b>*[the above language was deleted on ...]</b>
<del><b>Superseded Material*</b></del>	<b>*[the above language was superseded by...]</b>

The most recent version of the Faculty Handbook can be found online and downloaded at any time from: <https://provost.tulane.edu/academic-affairs/policies/faculty-handbook>

The official version of the Faculty Handbook is the latest dated version in the University Archives. Each time a substantive change is made, the Office of Academic Affairs will place a new version in the University Archives. The latest dated version in the University Archives controls if there is any difference between it and this web version.

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# **PART I. MISSION STATEMENT AND INTRODUCTION**

## **Mission Statement**

Tulane's purpose is to create, communicate and conserve knowledge in order to enrich the capacity of individuals, organizations and communities to think, to learn and to act and lead with integrity and wisdom.

Tulane pursues this mission by cultivating an environment that focuses on learning and the generation of new knowledge; by expecting and rewarding teaching and research of extraordinarily high quality and impact; and by fostering community-building initiatives as well as scientific, cultural and social understanding that integrate with and strengthen learning and research. This mission is pursued in the context of the unique qualities of our location in New Orleans and our continual aspiration to be a truly distinctive international university.

## **Introduction**

Tulane University is a community dedicated to excellence in the pursuit of knowledge through superior teaching and research, distinguished professional accomplishment, and leadership in education on the regional, national, and international levels. Its status as a privately endowed, non-sectarian educational institution, the quality of its faculty and student body, and its reputation support this mission. This Handbook is intended as a general guide to the policies and operation of Tulane University. For detailed, comprehensive information on the constitutions of the faculties, the regulations of departments, and matters such as benefits, faculty members should refer to the offices of their dean, their department chair, and the Office of Human Resources. The information in the Handbook is current at the date of its issuance, but much of it is presented in summary form, and nearly all of it is subject to amendment.

Tulane's graduate and professional programs are concentrated in those areas where it carries on superior teaching and research. In order to maintain and increase a high level of institutional distinction, Tulane strengthens its undergraduate and graduate programs by the judicious application of human and material resources in those disciplinary and interdisciplinary areas where it currently enjoys distinction or is on the threshold of attaining distinction. The guiding principle of academic distinction to be considered in the expansion or initiation of fields is the same as that followed in promotion and tenure procedures for the faculty, where the criteria dictate rigorous evaluation to assure high standards of quality.

Tulane's beginnings date back to 1834 when a group of New Orleans physicians founded the Medical College of Louisiana. By 1850, the college had merged with the public University of Louisiana; a law school had been added; and an academic department, the forerunner of Newcomb-Tulane College, had been established. The University was reorganized as the private, non-sectarian Tulane University of Louisiana in 1884, when Paul Tulane gave the school its first endowment, and since that time has been governed by a self-perpetuating Board of

Administrators. In 1886, Mrs. Josephine Louise Newcomb founded Newcomb College, the first degree-granting coordinate women's college in the nation, as a memorial to her daughter Harriott Sophie.

Since then, more schools and colleges were incorporated. The undergraduate programs in Architecture, Business, Liberal Arts, Science and Engineering, and Public Health and Tropical Medicine reside under one undergraduate college, Newcomb-Tulane College. Graduate programs are offered in these disciplines as well as Law, Medicine, and Social Work. Master and doctoral programs in liberal arts, the sciences, and engineering, are administered through the academic departments. The School of Professional Advancement offers courses in applied programs designed for working adults.

From the construction of the first building of the Medical College of Louisiana in 1843, the campus continued for half a century on Common Street between University Place and Baronne Street. In 1894, a new 110-acre campus was established in residential uptown New Orleans. In addition to the uptown campus, the University maintains a downtown health sciences campus, the F. Edward Hebert Research Center in nearby Belle Chasse, the Tulane National Primate Research Center near Covington, Louisiana, and satellite sites for Professional Advancement classes in suburban New Orleans and Biloxi, Mississippi.

Since the 1960's, the University has grown rapidly in size and importance. It prides itself upon its selective undergraduate admission, its demanding and diverse curriculum, and its distinguished graduate and professional schools. Building on its strength as a center for international studies, Tulane continues to attract outstanding international students and scholars to study and teach here. Its stature as an international center of scholarship is a particular source of pride for the University.

## **PART II. ORGANIZATION OF THE UNIVERSITY**

### **A. The Board of Administrators**

<http://tulane.edu/administration/board.cfm>

The governing and policy-making authority for the University is vested in a group of trustees incorporated under the title of the Administrators of the Tulane Educational Fund and commonly referred to as the Tulane Board.

The Board's authority regarding the University is derived from Act 43 of the Louisiana General Assembly (Legislature) of 1884, which was confirmed in a general election as an amendment to the state constitution. Act 43 of 1884 provides "That the Board of Administrators of the University of Louisiana shall hereafter consist of seventeen Administrators of The 'Tulane Educational Fund,' or such greater numbers as the Administrators shall, from time to time, determine by suitable provision in their bylaws, with power, perpetually, to fill any vacancy in their own number; with the addition of the Governor of the State, the Superintendent of Public Education, and the Mayor of the City of New Orleans as ex-officio members of said Board." In practice, the ex-officio members do not take part in the Board's activities. The act specified that this new Board should have "full direction, control and administration of the University...in all its departments." The name of the institution was then changed to the Tulane University of Louisiana.

Administrators elected after October 28, 2005 are elected for a term of three years, and except for the Administrators elected pursuant to Sections 3 and 4 of Article I of the bylaws, may be re-elected to three additional three-year terms. Members who have served four terms to completion are eligible for re-election for one additional three-year term after two years, provided that no one may serve more than 15 years. The term of office of the Chair is automatically extended to coincide with this Administrator's term as Chair. Administrators who attain the age of 75 retire and are appointed as Emeritus members of the Board.

Section 3 of Article I of the bylaws provides that one of the Administrators is chosen by the Board of Administrators from a list of three nominees submitted to the Board of Administrators by the Board of Directors of the Tulane Alumni Association. This Administrator serves for a term of three years and is not eligible for re-election. Section 4 of Article I of the bylaws provides that the individual who serves as President of the University serves as a member of the Board of Administrators during that individual's term as President and has all the voting privileges of membership.

In addition to the Board of Administrators, in which all corporate powers of corporation are exclusively vested, there is also a Board of Administrators (Emeritus). The Board of Administrators (Emeritus) is composed of persons who have served as elected Administrators for four three-year terms or who have retired as elected Administrators upon attainment of age 75. Emeritus Administrators are eligible to serve on committees of the Board, to attend all meetings of the Board and committees to which they are assigned, participate in discussions and enjoy all



other prerogatives of office of the Administrators; they have the right to vote and be counted in the determination of quorums at committee meetings, but not at meetings of the Board. Emeritus Administrators are not eligible to serve as chair of any standing committees.

Under a resolution of the Administrators, faculty, students, staff and the Alumni Association may have appointed representatives who may attend meetings of the Board and have the privileges of the floor, but may not vote. Under a resolution of the Administrators, "faculty, student, alumni or staff delegates to the Board may be invited to meetings of the Executive Committee of the Board when the Chairperson of the Board determines that the opinions of such delegates would be helpful in arriving at decisions on matters to be considered at such meetings."

Most official Board actions are taken at regular meetings. The duties of the Administrators, however, entail extensive work by committees, including:

- (a) The Executive Committee, comprising the officers of the Board, the Chairs of standing committees, and not more than two at-large members, meeting in those months in which regular Board meetings are not held.
- (b) Standing committees in the areas of academic affairs, audit, board governance, compensation and personnel, development, endowment management, finance, Health Sciences, intercollegiate athletics, physical plant and campus development, student affairs and ad hoc committee on honorary degrees.

## B. The President's Cabinet

[president.tulane.edu/office/leadership](http://president.tulane.edu/office/leadership)

Chaired by the President, the Cabinet consists of the senior leadership of the university who advise the president on important matters pertaining to the management, operations and policies of Tulane University and the implementation of its strategic goals.

**The President** is the Chief Executive Officer of the University. Elected by the Board of Administrators, the President has general responsibility for the management of the University and exercises the authority, including all appointments within the University, as delegated by the Board. The President also makes recommendations to the Administrators on matters requiring Board action or approval. The President presides over the University Senate and confers academic degrees on candidates recommended by the faculties.

**The Senior Vice President and Chief Operating Officer** is responsible to the President for managing the university's business, operating, and financial affairs. S/He provides oversight of all financial areas of the University. Together with other members of the President's Cabinet, the Chief Operating Officer recommends to the President the proposed annual budget for presentation to and approval by the Board of Administrators. S/He has overall supervision of the Controller, Treasurer, Internal Audit, and the operations of the University's physical plant, facilities management, campus development, public safety, emergency preparedness, insurance and risk management, dining, mail and contracted services, and workforce management.

**The Senior Vice President for Academic Affairs and Provost** is the chief academic officer of the University and is responsible to the President for the administration of the entire academic program of instruction and research. Working with deans and executive directors of academic centers and institutes, s/he oversees faculty affairs, student affairs, research initiatives and administration, libraries and museum collections, institutional research and the Center for Public Service. Academic initiatives are presented by the Provost to the Board of Administrators for approval.

**The Senior Vice President for Advancement** is responsible to the President for areas of fundraising, and alumni affairs. As chief development officer, s/he serves as the key liaison with the Board of Administrators on all University development.

**The Senior Vice President and Dean, School of Medicine** is responsible to the President for programs in medical education and medical research at the School of Medicine and the Tulane National Primate Research Center. S/He also manages the clinical enterprise with Tulane University Health Center and other research partnerships.

**The Senior Vice President for Strategic Initiatives and Institutional Effectiveness** is responsible to the President, and oversees university communications. S/he works closely with the Provost on innovative initiatives, particularly the use of digital technologies to enhance the classroom experience and online education.

**The Senior Vice President, Secretary of the University, and Chief of Staff** serves as senior staff to the University President, oversees the operation of the President's Office and the President's Cabinet, and implements presidential decisions. In addition, s/he is responsible to the President for government affairs and the Board of Administrators.

**The General Counsel** is responsible to the President for the administration of all legal affairs and institutional compliance with federal and state regulations. S/He oversees issues related to equal opportunity and privacy and contracting.

**The Vice President for Student Affairs and Dean of Students** is responsible to the senior vice president for academic affairs and provost for oversight of student resources and support services, housing and residence life, campus recreation, student health and wellness, campus life, including fraternity and sorority programs, student programming, and multicultural life.

**The Vice President for Enrollment Management** is responsible to the President and senior vice president for academic affairs and provost for oversight of the complete admission process for full-time undergraduates. S/He is also manages the university registrar and financial aid.

**The Chief Investment Officer** is responsible to the President for managing all aspects of the University's endowment and related assets.

**The Director of Athletics** is responsible to the President for oversight of the day-to-day operations of the Department of Intercollegiate Athletics. Coaches and trainers prepare student athletes for competition in NCAA Division 1 programs. In addition to on-field play, s/he manages sport facilities, media relations, ticket operations, and develops fundraising opportunities to support capital improvements and student athletic scholarships.

## C. The University Senate

[senate.tulane.edu](http://senate.tulane.edu)

The University Senate is the principal agency through which members of the faculty influence policies and operation of the University as a whole. Voting membership in the Senate consists of the following:

- (a) Ex-Officio Senators - The President of the University, who is ex-officio Chair of the Senate; the Vice Chair and the Secretary (elected by the Senate from its faculty membership); the Executive Vice President for University Relations and Development; the Senior Vice President for Academic Affairs and Provost; the Senior Vice President and Dean, School of Medicine; the Senior Vice President for Operations and Chief Financial Officer; the Deans of each academic constituency; and the President of the Associated Student Body.
- (b) Elected Faculty Senators - From one to seven Senators from each academic constituency, depending upon the size of its full-time faculty. Senators are apportioned as follows:
  - 1) fewer than 6 full-time faculty - one Senator
  - 2) 6 to 49 - two Senators
  - 3) 50 to 99 - three Senators
  - 4) 100 to 149 - four Senators
  - 5) 150 to 199 - five Senators
  - 6) 200 to 299 - six Senators
  - 7) at least 300 - seven Senators
- (c) Elected Student Senators - Two students, elected from the student body of the undergraduate constituencies and two students, elected from the student body of the other academic constituencies.
- (d) Senators at Large - Eight members, elected annually by the Senate, from a slate of full-time faculty members (ordinarily Chairs of Senate Committees) submitted by the Committee on Committees.
- (e) Staff Senators - Three staff senators, consisting of the Chair of the Staff Advisory Council and two others elected by the Staff Advisory Council.

The Senate Constitution states its powers and jurisdiction as follows:

- 1) The Senate may make recommendations on all matters of general University concern.
- 2) While the Senate recognizes the autonomy of the academic constituencies of the University in matters of their special concern, it reserves the right to review any actions of those academic constituencies which affect the University as a whole.

- 3) New academic policies of general University concern, or changes in current academic policies of general University concern, shall be submitted to the Senate for its consideration.
- 4) The Senate may request necessary budget information in order to implement its jurisdictional responsibilities.

The Senate maintains a communication link with the Board of Administrators in the form of three Faculty Representatives to the Board, elected by the Senate to staggered three-year terms. These representatives attend the regular quarterly meetings of the Board of Administrators and have privileges of the floor, but not of voting.

The Senate functions largely through standing and ad hoc committees, which recommend action, and in some matters, are empowered to act for the Senate. The standing committees are: Academic Freedom and Responsibility of Students; Assessment; Athletics; Budget Review; Committees; Educational Policy; Equal Opportunity and Institutional Equity; Faculty and Staff Benefits; Faculty Tenure, Freedom & Responsibility; Honors; Information Technology; Libraries; Physical Facilities; Research; Social Issues; Student Affairs.

The Senate's regular meetings are ordinarily scheduled on the first Monday of each month during the academic year except January.

## D. Bodies Advisory to the President

The President regularly receives the advice of four standing groups:

**The President's Council** was created in 1976. The members of the Council serve at the invitation of the President. They are chosen on the basis of their distinguished personal achievements and their awareness of the needs of private higher education, and Tulane University in particular, in its pursuit of excellence. The Council provides the President with advice and support in achieving the goals of the University.

**The Administrative Council** is chaired by the President and is made up of key academic and administrative leaders who serve in an advisory capacity to the President and the Cabinet. The Council provides a forum for the exchange of information among the university's senior leadership on important institutional issues, policies and strategies.

<http://tulane.edu/about/leadership-and-administration/administrative-council>

**The President's Faculty Advisory Committee** advises the President on matters of university policy, particularly when subjects of great urgency or delicacy require immediate consultation. The Committee consists of six faculty members, no more than two from a single academic constituency. Each year, two faculty senators are nominated by the elected faculty senators for election by the full Senate to serve for three-year terms. The Vice Chair and the Secretary of the Senate serve as ex-officio members. The Committee elects its Chair annually. It is also responsible for resolving jurisdictional disputes involving other Senate Committees.

**The Parents Council**, founded in 1980, consists of a select group of parents who have a child currently enrolled in the University. The Council gives the President advice and support on a wide range of subjects, including admissions, financial aid, student life and fundraising.

## **E. College and School Organization**

<http://tulane.edu/about/leadership-and-administration/deans>

The dean conducts the affairs of the college or school in accord with the general policies the University. The dean leads the development of the school's programs and is the representative of its faculty to the administration and of the administration to the faculty.

Because schools differ in size, objectives, and methods, there are differences in their forms and procedures pertaining to faculty organization. Each school, in addition to its advisory board, has its own constitution and/or set of rules regarding faculty meetings, curriculum, committees and their functions, teaching loads, academic honors and ceremonies, and other matters. There also are variations in policies regarding consultant services and other outside professional activity, since the nature of such work and its relation to the individual's primary faculty responsibilities differ considerably. Questions in these areas should be addressed to the appropriate dean, department head or chair, or other designated officer.

## **PART III.\* POLICIES CONCERNING FACULTY APPOINTMENT AND RESPONSIBILITY**

### **A. Statement on Academic Freedom, Tenure, and Responsibilities**

The following statement has been approved by the University Senate and by the Board of Administrators.

### **B. Preamble**

Tulane University, as an institution of higher learning, exists for the pursuit and communication of knowledge. It serves the common good rather than the interest of individual teachers or the University as a whole. The common good depends upon the free search for truth and respect for the individual and the processes by which inquiry and teaching are pursued.

Academic freedom is essential in a university and should apply to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in teaching is fundamental for the protection of the rights of the teacher so far as teaching is concerned and for the student so far as freedom to learn is concerned. Such freedom, of course, carries with it duties and responsibilities which are correlative to these rights. Tenure for faculty members is a means to an end and not the end in itself. It embraces specifically: (1) Freedom in teaching and research and extramural activities; and (2) A sufficient degree of economic security to make the teaching profession attractive to persons of ability. Guarantees of freedom and economic security to faculty members are indispensable to the success of a university in fulfilling its obligations to the students and to society.

Faculty status, including appointments, re-appointments, decisions not to reappoint, promotions, the granting of tenure, discipline and dismissal, is primarily a faculty responsibility. The power of review or final decision should be exercised adversely only in exceptional circumstances, and for reasons communicated to the faculty. The primary responsibility of the faculty for such matters is based upon the fact that judgment of faculty members is central to general education policy. Furthermore, scholars in a particular field or activity have the chief competence for judging work of their colleagues; in such competence, it is implicit that responsibility exists for both adverse and favorable judgments. Likewise, there is the more general competence of experienced faculty personnel committees, having a broader charge, such as that assigned to the Senate Committee on Faculty Tenure, Freedom and Responsibility. Determinations in matters of faculty status should first be by faculty action through established procedures with subsequent review by the dean of the appropriate division and other academic officers as are designated by the President of the University with the concurrence of the Board of Administrators.

*\*Any change to this part requires two readings at separate regular meetings of the University Senate and a 2/3 vote of those present.*



## **~~Article I — Faculty Membership~~**

*\* [The above language was superseded by Chapter 4 of the New Faculty Handbook, appended to this handbook by the University Senate on March 18, 2019. See Part XV to read Chapter 4 of the New Faculty Handbook.]*

## **~~Article II — Appointments~~**

*\* [The above language was superseded by Chapter 4 of the New Faculty Handbook, appended to this handbook by the University Senate on March 18, 2019. See Part XV to read Chapter 4 of the New Faculty Handbook.]*

## **~~Article III — Probationary Appointments on the Tenure Track~~**

*\* [The above language was superseded by Chapter 4 of the New Faculty Handbook, appended to this handbook by the University Senate on March 18, 2019. See Part XV to read Chapter 4 of the New Faculty Handbook.]*

## **~~Article IV — Continuous Appointment with Tenure~~**

*\* [The above language was superseded by Chapter 4 of the New Faculty Handbook, appended to this handbook by the University Senate on March 18, 2019. See Part XV to read Chapter 4 of the New Faculty Handbook.]*

## **C. Article V      Termination of Tenure**

### **Section 1.**

Termination for adequate cause shall only be effected in accordance with the dismissal procedures set forth in Article VI hereof. The term "adequate cause" shall mean unfitness as a teacher or researcher for reasons which include but are not limited to incompetence, continued inability to perform or gross negligence of professorial duty, lack of scholarly objectivity and integrity, serious misuse of the classroom or of academic prestige, interference with the academic freedom of others, or gross personal misconduct (including, but not limited to, violations of Tulane's Equal Opportunity and Anti-Discrimination policies).

### **Section 2.**

The Faculty is primarily responsible for realizing the core mission of the University, teaching and research. Accordingly, terminations of faculty due to a condition of financial exigency should be considered only as a last resort. Any terminations must be measured against the potential effects on the University's reputation and the subsequent impact on recruitment and retention of both students and faculty. Procedures for terminations must strive to protect tenure, a necessary condition of the academic freedom essential to the advancement of truth and unhindered creativity in teaching and research.

Ultimate authority for declaring a state of financial exigency and for the measures adopted to alleviate it rests with the Board of Administrators, based on its fiduciary responsibility. Stated below are procedures and policies to ensure faculty involvement in potential faculty terminations. The Board of Administrators, in consultation with the president and the Faculty Committee on Financial Exigency, may alter the deadlines for various actions set forth below.

- (a) Formation of a special Faculty Committee on Financial Exigency (FCFE). In anticipation of a state of financial exigency that might result in faculty dismissals, the President shall call together a special senate committee as a Faculty Committee on Financial Exigency (FCFE), consisting of the President's Faculty Advisory Committee and the non-administrative faculty members of the existing Senate Committee on Educational Policy and Budget Review Committee to represent the faculty in the decision-making process and consult on actions to deal with the situation.
- (b) President presents case for financial exigency to FCFE. At the outset of the crisis the President shall present to the FCFE explicit evidence of the severity of the financial condition of the University. The FCFE shall review the evidence and transmit to the Board as soon as possible but within 15 days from the date that the President has presented the above information to FCFE, either: 1) an endorsement of the President's assessment of the situation; or 2) its own assessment, explicitly stating its point(s) of disagreement with the President. The Board shall not make a determination on financial exigency until it has received the report from FCFE or the 15 days have elapsed. These proceedings and resulting document(s) shall be considered private unless the President and the FCFE both agree to make all or portions of them public.

- (c) President presents remedies to FCFE. In the event that the Board of Administrators declares a state of financial exigency, the President shall as soon as possible but within 15 days from that declaration, present to the FCFE a report on the administration's plan, covering the full range of cost-saving measures it proposes and an estimate, with as much specificity as possible under the circumstances, of the anticipated savings to be achieved through possible program or faculty terminations, if any. The FCFE shall review the administration's report and transmit to the Board within as soon as possible but within 15 days of receipt of the President's report, either: 1) an endorsement of the administration's plan; or 2) its own assessment, explicitly stating its point(s) of disagreement with the plan. These proceedings and resulting documents shall be considered private unless the President and the FCFE both agree to make all or portions of them public.
- (d) President notifies FCFE and affected Schools. As soon as possible, but within 15 days of the adoption of a program by the Board, the President shall inform the FCFE and the School(s) in which terminations of faculty are to be made. Any affected School will have 30 days to respond with recommendations to the President as to other cost-saving options that may be available to it, short of faculty terminations. If the School does not respond within 30 days, the President shall be entitled to act. If the School does respond, the President shall consider the School's recommendation before taking further action.
- (e) Whenever possible, dismissals should proceed from non-tenured to tenured faculty. However, consideration of program accreditation and integrity, mission criticality, and strategic priorities may affect specific terminations.
- (f) A tenured faculty member, who is terminated in the context of financial exigency, shall, during the notice period provided for in Article V, Section 3 of the Faculty Handbook, have the right to apply for any faculty position that is officially open. If, in the discretion of the Department or School in which the opening arises, the applying terminated tenured faculty member is deemed qualified for the open faculty position, the applying terminated tenured faculty member shall have a preference over any applicants for the position from outside the university.

### **Section 3.**

Where termination of appointment is based upon financial exigency or bona fide discontinuance of a program or department of instruction, Article VI shall not apply, but faculty members shall be able to have the issues reviewed by the faculty of the division in which they hold appointment, then by the Senate Committee on Faculty Tenure, Freedom and Responsibility, with ultimate review of all controverted issues by the Tulane Board of Administrators. In every case of financial exigency or discontinuance of a program or department of instruction, the faculty members concerned shall be given notice as soon as possible and never less than twelve months notice, or in lieu thereof they shall be given severance salary for twelve months. Before terminating an appointment because of the abandonment of a program or department of instruction, the institution shall make every effort to place affected faculty members in other suitable positions. If an appointment is terminated before the end of the appointment period

because of financial exigency or because of the discontinuance of a program of instruction, the terminated faculty member's place shall not be filled by a replacement within a period of two years following the effective date of termination, unless the terminated faculty member has been offered reappointment and a reasonable time within which to accept or decline it.

#### **Section 4.**

Termination of a tenured appointment, or of a probationary or special appointment before the end of the appointment period, for medical reasons shall be based upon clear and convincing medical evidence for a major and indefinitely continuing medical reason which shall, if the faculty member so requests, be reviewed by the Senate Committee on Faculty Tenure, Freedom and Responsibility before a final decision is made by the Board of Administrators on the recommendation of the President.

## **D. Article VI      Dismissal Procedure**

### **Section 1.**

Adequate cause for a dismissal shall be related, directly and substantially, to the fitness of an individual in his or her professional capacities as a teacher, researcher, or faculty member. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights as American citizens.

### **Section 2.**

If a faculty member is accused of misconduct which may lead to dismissal from a tenured position or from a non-tenured position before the end of the specified term, the following preliminary steps must be taken:

- (a) a discussion between the faculty member and appropriate administrative officers directed toward a mutually acceptable settlement (These procedures shall be followed prior to any department or school procedures relating to the same matter.);
- (b) informal inquiry by the executive committee of the division, or equivalent committee (preferably a committee composed of faculty members elected by the general faculty of the division), which may, failing to effect an acceptable settlement, determine whether in its opinion dismissal proceedings should be undertaken, without its opinion being binding upon the President.

### **Section 3.**

A dismissal proceeding for adequate cause shall be preceded by a statement of charges drawn up with reasonable particularity by the President or the President's designated representative. The faculty member concerned, upon written request made within twenty days following delivery of such statement of charges, shall have the right to be heard by a Hearing Committee composed of the members of the Senate Committee on Faculty Tenure, Freedom and Responsibility. If the faculty member waives his or her right to a hearing in writing or does not deny the charges in writing within said twenty-day period, the President will make recommendations to the Board for a disposition of the case on the basis of the evidence available. Members of the Hearing Committee will remove themselves from the case, either at the request of the accused, the complainant, or a representative of the President, or on their own initiative, if they deem themselves disqualified for reasons of bias or personal interest. The place of a member of the Committee shall remain vacant unless a substitute has been elected by the faculty of the division prior to the date fixed for the hearing as required by subsection (a) of this Section 3.

- (a) As soon as practicable after receipt of a written request for a hearing and in any event within twenty days, the Hearing Committee shall serve on the faculty member and the President or the President's designated representative a copy of the statement of charges and written notice of the place and date of the hearing. The hearing shall be fixed for a date not sooner than twenty days nor later than forty days after the delivery

- of the notice. The faculty member may waive a hearing in writing or may respond to the charges in writing at any time before the hearing. The faculty member may also waive the hearing, but deny the charges or assert that the charges do not support a finding of adequate cause. In any such event the Hearing Committee may investigate and shall evaluate all available evidence and make its findings and recommendations upon the evidence in the record before it.
- (b) The hearing shall be private, unless the Hearing Committee, the President or the President's designated representative, and the faculty member all agree that the hearing shall be public.
  - (c) During the proceedings the faculty member shall be permitted to have legal counsel and an academic adviser of his or her own choice. The University shall have the same rights to have legal counsel and an academic adviser of its own choice.
  - (d) At the request of either party or the Hearing Committee, a representative of a responsible educational association shall be permitted to attend the proceedings as an observer. Other representatives may be admitted or excluded at the discretion of the Hearing Committee.
  - (e) A verbatim record of the hearing or hearings shall be taken and a typewritten copy shall be made available to the faculty member without cost.
  - (f) The burden of proof that adequate cause exists rests with the University and shall be satisfied only by a clear preponderance of the evidence.
  - (g) The Hearing Committee shall grant adjournments of reasonable periods of time, not to exceed ten days, to enable either party to investigate evidence about which a valid claim of surprise is made.
  - (h) The faculty member shall be afforded an opportunity to present necessary witnesses in his or her defense and documentary or other evidence, and the University shall, insofar as it is possible, secure the cooperation of such witnesses and make available necessary documents and other evidence within the control of the University.
  - (i) The faculty member and the representative of the University shall have the right to confront and cross-examine all witnesses. Where the witness cannot or will not appear, but the Committee determines that the interests of justice require admission of a statement, the Committee shall identify the witness, disclose the statement, and if possible provide for interrogatories.
  - (j) In a hearing involving charges of incompetence, the testimony shall include that of qualified faculty members from Tulane or other institutions of higher education.

- (k) The Hearing Committee shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.
- (l) As soon as practicable and in any event not later than fifteen days following receipt of the transcript of the hearing, the Hearing Committee will make explicit findings of fact and arrive at conclusions based solely on the hearing record with respect to each of the charges contained in the statement of charges and shall give a concise statement of its reasons for so finding and concluding. The findings, conclusions and statement of its reasons shall be promptly delivered to the President or the President's designated representative and to the faculty member or the faculty member's representative.
- (m) As soon as practicable and in any event within fifteen days following receipt of the Hearing Committee's findings, conclusions, and statement of reasons, the President shall either accept or reject the Hearing Committee's report. If the President rejects all or any portion of the Hearing Committee's report, the President shall promptly notify the Hearing Committee and the faculty member involved, stating the reasons for such rejection in writing and allow fifteen days for response from the Hearing Committee before transmitting the case to the Board of Administrators.
- (n) Should questions involving procedure relating to the hearing arise before or during the hearing which are not covered by this statement, the Hearing Committee shall decide such questions.
- (o) Except for such simple announcements as may be required covering the time of the hearing and similar matters, public statements and publicity about the case by the faculty member or the faculty member's counsel, members of the Hearing Committee, administrative officers of the University, or members of the Board of Administrators, shall be avoided as far as possible until the proceedings, including consideration by the Board of Administrators of Tulane University, and appeal action, as provided in Article VII, if any, shall have been completed and communicated to the faculty member. The President and the faculty member will be notified of the decision in writing and will be given a transcript of the hearing.
- (p) Statements of charges, notices of hearings and all other notices or communications required or permitted by this Senate Statement shall have been correctly served if delivered by hand or sent certified mail to the faculty member or the faculty member's counsel and the President or the University's counsel.

#### **Section 4.**

In the event that after the hearing the Board disagrees with the findings and conclusions of the Hearing Committee, it will return the proceedings to the Hearing Committee with its findings and conclusions. The Committee shall within twenty days thereafter reconsider its findings and conclusions and may receive new evidence if the receipt of evidence is necessary and thereafter

return the proceedings to the Board together with its report on the results of its reconsideration and such additional findings and conclusions as may be required by any new evidence received. The Board of Administrators shall make a final decision contrary to the report of the Committee on reconsideration only after a conference between the President or the President's designated representative, three members of the Board, and three members of the Hearing Committee convened for the purpose of attempting to reconcile the conflicting opinions.



## **E. Article VII    Action by the Board of Administrators of Tulane University**

### **Section 1.**

The faculty member shall have the right to a review of the finding for dismissal by the Board of Administrators or a committee appointed by it for this purpose. In the event that the faculty member desires the Board to review the matter, he or she shall within ten days of receipt of the final action by the President request such review in writing and send or deliver a copy of such request to the President. The President shall thereupon transmit the complete record of the proceedings, including the findings, conclusions and statement of reasons by the Hearing Committee and the action of the President with relation thereto, to the Board of Administrators. On or before thirty days following the date on which the faculty member filed a request for a review by the Board of Administrators, the faculty member or the faculty member's representative may submit a brief or memorandum in support of the faculty member's position setting forth reasons why the dismissal or other recommended penalty should not be imposed.

### **Section 2.**

The Board of Administrators will set a time and place for argument by the faculty member and the President or their respective representatives. The Board's review will be based solely on the record of the proceeding before the Hearing Committee.

## **F. Article VIII            Suspensions**

Until the final decision whether or not to terminate an appointment has been reached, the faculty member shall not be suspended or assigned to other duties in lieu of suspension, unless his or her dean recommends that immediate harm to the faculty member or others is threatened by his or her continuance. Such a determination is at the sole discretion of the Senior Vice President for Academic Affairs and Provost. Salary shall continue during the period of suspension. Before suspending a faculty member, pending an ultimate determination of his or her status through the University's hearing procedures, the President of the University or the President's designated representative shall consult with the Senate Committee on Faculty Tenure, Freedom and Responsibility. Except as provided herein, suspension is an appropriate sanction only following a hearing. Termination of an appointment through suspension must follow termination guidelines.

## **G. Article IX    Terminal Salary or Notice**

If a faculty member's appointment is terminated, the faculty member shall receive salary or notice in accordance with the schedule of notice to which the faculty member is entitled under Article III, Section 10, or, if the faculty member has tenure, for at least one year. This provision for terminal notice or salary need not apply in the event that there has been a finding that the conduct which justified dismissal involved moral turpitude (including, but not limited to, violations of Tulane's Equal Opportunity and Anti-Discrimination policies) or the commission of a felony. On the recommendation of the Hearing Committee or the President, the Board in determining what, if any, payments shall be made beyond the effective date of dismissal, may take into account the length and quality of service of the faculty member.

## **H. Article X      Academic Freedom and Responsibilities of Faculty**

### **Section 1.**

All members of the faculty, whether tenured or not, are entitled to academic freedom as set forth in this document.

### **Section 2.**

Members of the Tulane University faculty are entitled to full freedom in inquiry and research and in the publication of the results thereof; they are entitled to complete freedom in discussing all aspects of their subjects in the classroom; they enjoy the same rights, privileges and prerogatives of citizenship as are enjoyed by all American citizens; and the full exercise of these freedoms, rights and privileges cannot serve as a basis for dismissal from their faculty positions.

### **Section 3.**

The exercise of freedom entails responsibilities. Faculty members' responsibility to their students demands that they present their subjects accurately, adequately, and fairly, without narrow partisanship or bias. Their responsibility to their colleagues and to the University demands that they maintain a level of training and knowledge necessary to keep pace with developments in their own fields of specialization, and that their professional activities be conducted according to high standards of scholarship.

### **Section 4.**

As individual citizens, faculty members are free to engage in political activities, including candidacy for public office. Where necessary, leaves of absence may be given for the duration of an election campaign or a term of office on timely application, and for a reasonable period of time. The terms of such leave of absence shall be set forth in writing, and the leave shall not affect the tenure status of a faculty member, except that time spent on such leave shall not count as probationary service unless otherwise agreed to.

There shall be no restraint upon the partisan political activity of a member of the Tulane faculty, provided that he or she is acting as a private citizen and scrupulously avoids giving the impression of representing the University. Members of the Faculty are reminded that, apart from incidental use, they are responsible for reimbursing Tulane University for all expenses incurred in using University facilities and equipment for personal, non-work-related purposes.

### **Section 5.**

Academic freedom includes the obligation to respect the rights of others to freedom of speech, the right to be heard, freedom from personal force and violence, freedom of movement, and freedom from personal harassment of such a character as to constitute grave disrespect to an individual's dignity. Academic freedom does not include the right to interfere with the freedom

of speech and actions of others. Any such interference must be regarded as a serious violation of the personal rights upon which the community of Tulane University is based; such interference shall be regarded as an unacceptable obstruction of the essential processes of the University.

## **I. Article XI      Academic Freedom of Non-tenured Teachers**

Any person in a faculty status serving the University in a teaching or research capacity who does not have tenure, whether full-time or part-time, who alleges that considerations violative of academic freedom contributed significantly to a decision not to reappoint him or her should direct his or her complaint to the executive committee of the division or equivalent committee (preferably a committee composed of faculty members elected by the faculty of the division), which shall seek to settle the matter by informal methods within a period of ten days after the complaint has been made to the executive committee or equivalent committee. The aggrieved person's allegation shall be accompanied by a statement that the faculty member agrees to the presentation, for the consideration of the faculty committee, of such reasons and evidence as the institution may allege in support of the decision not to reappoint him or her. If the complainant is dissatisfied at this stage, the complainant may appeal to the Senate Committee on Faculty Tenure, Freedom and Responsibility within a period of twenty days after the decision of the executive or equivalent committee of the division has been delivered. If the Senate Committee on Faculty Tenure, Freedom and Responsibility, having considered the division's faculty committee's report and having heard the complaint, decides there is reason to believe that the complainant's academic freedom may have been violated, the Senate Committee on Faculty, Tenure, Freedom and Responsibility will hear the matter in the manner set forth in Articles V and VI, except the complainant is responsible for stating the grounds upon which he or she bases his or her allegations and the burden of proof shall rest upon the complainant in the hearing.

**~~Article XII—Research Associate, Teaching Assistants, etc.~~**

*\* [The above language was superseded by Chapter 4 of the New Faculty Handbook, appended to this handbook by the University Senate on March 18, 2019. See Part XV to read Chapter 4 of the New Faculty Handbook.]*

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## J. Academic Titles

### Faculty Titles:

#### ~~\* Emeritus/Emerita Faculty:~~

*\* [The above language was superseded by Chapter 10 of the New Faculty Handbook, appended to this handbook by the University Senate on May 7, 2018. See Part XV to read Chapter 10 of the New Faculty Handbook.]*

### Distinguished Professor:

Tulane University reserves the title of Distinguished Professor for faculty members of extraordinary achievement whose scholarly or creative accomplishments have earned them substantial recognition from their academic peers. The title is recognized as the University's most significant professional honor, and is awarded rarely and only in accordance with the criteria specified in this policy. The title is bestowed by the Trustees of the University, upon the recommendation of the University President, in recognition of a uniquely distinguished record of scholarship, research, or artistic achievement. It transcends departmental and disciplinary lines, allows the designated individual the greatest latitude in teaching, writing, and scholarly research or creative activity, and provides them with a university-wide platform for continued accomplishment.

#### 1) Criteria

To be eligible for appointment as and continuation as a Distinguished Professor a faculty member must satisfy the following criteria:

- i. Hold the rank of professor with tenure at Tulane University or have been recommended for tenure at that rank in accordance with the University's promotion and tenure policies and procedures.
- ii. Have an outstanding record of scholarly or creative accomplishment that establishes him or her at the front ranks of university faculty nationally and internationally.
- iii. Be dedicated to the highest standards of professional excellence.
- iv. Demonstrate exemplary character and integrity reflecting great credit upon Tulane University.

#### 2) Procedure

Distinguished Professors are appointed by the Board of Tulane University upon the recommendation of the President of the University. The President will make the appointment recommendation in consultation with the Senior Vice President for Academic Affairs and Provost. The Provost will consult with relevant Deans, Center and Institute Directors, Department Chairs, and/or other faculty colleagues on proposed Distinguished Professor appointments.



### 3) Privileges of the Title

- i. Within the constraints of available resources, individuals with the title of Distinguished Professor will be provided special financial support for their research or creative endeavors, and for their professional activities.
- ii. Appointment as a Distinguished Professor will not change the tenure of the faculty member.

## **~~K. Procedures and Considerations for Certain Appointments~~**

*\* [The above language was superseded by Chapter 4 of the New Faculty Handbook, appended to this handbook by the University Senate on March 18, 2019. See Part XV to read Chapter 4 of the New Faculty Handbook.]*

## L. Conflict of Interest

### Tulane University Policies on Conflicts of Commitment and Interest

Tulane University is committed to compliance with legal and ethical standards addressing conflicts of interest in the academic, administrative and research activities of the University. The University has therefore implemented a policy addressing conflicts of commitment and interest in the following four parts:

**Part A – Policy of Tulane University on Conflicts of Commitment and Interest.** This part of the policy applies to all employees of the University, certain researchers who are not University employees, and certain University subcontractors involved in research. This part establishes standards for identifying and responding to conflicts of commitment and interest.

- **Part A-1** establishes basic standards applicable to all employees, with the exception of researchers involved in Public Health Service (“PHS”)-funded research.
- **Part A-2** establishes standards applicable to those employees, researchers and research subcontractors who are involved in **PHS-Funded Research**. These standards include additional requirements to comply with the Public Health Service **Conflict of Interest** regulations.

**Part B – Policy of Tulane University on Conflicts of Commitment and Interest for Members of the Tulane University Medical Group and Health Care Providers.** This part of the policy applies only to members of the Tulane University Medical Group and certain other health care providers. This part incorporates federal and state laws addressing fraud and abuse.

**Part C – Conflicts of Interest for Investigators in Human Subjects Research.** This part of the policy applies only to certain researchers that are involved in human subjects research. This part establishes enhanced disclosure requirements for such researchers. The standards, as applied to certain researchers and research subcontractors involved in federally-funded research, include additional requirements to comply with the Public Health Service **Conflict of Interest** regulations.

**Part D – Policy for Conflicts of Interest of Research Oversight Officials.** This part of the policy applies only to Research Oversight Officials, for instance, all **IRB**, IACUC, and IBC members and certain other University Faculty and Staff who oversee research. This part, as applied to Institutional Review Board members, assists the University in complying with federal laws precluding such members from participating in the review of research in which the member has a conflicting interest.

These parts of the policy are collectively intended to promote conducting academic, administrative and research activities of the University in a fair and objective manner in accordance with the law and the best interests of the University.

A copy of this policy will be posted on the University website on a page accessible to the general public, all employees of the University, certain researchers (whether or not University employees), and certain University subcontractors involved in research. A revised copy will be posted within 30 days if and when the policy is amended.

# PART A POLICY OF TULANE UNIVERSITY ON CONFLICTS OF COMMITMENT AND INTEREST

*[All terms in Bold are defined in this Part A of the policy.]*

## A. Principles

Tulane University's mission is to create, communicate and conserve knowledge in order to enrich the capacity of individuals, organizations and communities to think, to learn, to act and to lead with integrity and wisdom. Accordingly, the University recognizes that its **Faculty** and **Staff** participate in **Leadership Roles**, such as consulting, serving on boards of companies, whether for-profit or non-profit, and other **Secondary Commitments** that benefit the participant and the University, its students and patients, and the public at large. The University, **Faculty**, and **Staff** have a shared interest in assuring the institutional integrity of the University as well as the personal and professional integrity of the **Faculty** and **Staff**. The University is committed to maintaining the highest standards of excellence in teaching, research, patient care, and welfare.

This policy provides guidelines and mechanisms for identifying and addressing **Conflicts of Interest** and Conflicts of Commitment that pertain to conducting research, academic, and administrative activities in a fair and unbiased manner. An integral part of this policy is therefore disclosure by **Faculty**, **Staff**, and **Investigators** of their commitments, **Financial Interests**, and outside activities. The guidelines and mechanisms, as applied to **Faculty**, **Staff**, and **Investigators** participating in **PHS-Funded Research**, are intended to comply with the **PHS-Funded Research Conflict of Interest** regulations outlined at 42 C.F.R. Part 50 Subpart F and 45 C.F.R. Part 94 and should be interpreted consistent with those regulatory requirements and any implementing guidance.

While this policy governs **Conflicts of Interest** and Conflicts of Commitment, the policy does not regulate disputes between two or more **Faculty** or **Staff**, or disputes between one or more **Faculty** or **Staff** and the University. Such disputes are to be resolved according to the University's established dispute resolution procedures.

## B. Conflict of Commitment

**Faculty** and **Staff** owe their **Primary Commitment** to University activities and responsibilities, must act in the University's best interests in fulfilling their obligations to the University, and must not permit any **Leadership Roles** or **Secondary Commitments** to an outside organization, entity or project to jeopardize this **Primary Commitment**. A Conflict of Commitment occurs when these efforts for the University are compromised by one or more **Leadership Roles** or **Secondary Commitments**. For example, a Conflict of Commitment would occur if a **Faculty** member exceeded permitted time limits on outside consulting, or if, as a result of a **Leadership Role** in an outside organization, entity or project, an individual's primary professional loyalty was not to the University.

## C. Conflict of Interest

A **Conflict of Interest** arises whenever **Faculty**, **Staff**, or an affiliated **Investigator's Professional Interests**, such as professional obligations or judgment owed to the University and its constituencies, are compromised by, or could reasonably be perceived as being compromised by, his or her **Leadership Roles** or **Financial Interests**. In the case of **PHS-Funded Research**, a **PHS Financial Conflict of Interest** arises when the **Financial Interests** of an **Investigator** could directly and significantly affect the design, conduct, or reporting of **PHS-Funded Research**.

A **Conflict of Interest** is based on the situation and not on the character of the individual.

A **Conflict of Interest** can also occur when the academic work or research activities of a **Faculty** member could affect a **Financial Interest** of the University or of a **Faculty** or **Staff** member. Academic integrity is compromised when a **Faculty** member modifies his or her work to augment or shield that **Financial Interest**, such that the work product does not accurately reflect the **Faculty** member's research, beliefs, and opinions. For example, depending on the circumstances, academic integrity may be compromised when a **Faculty** member prepares the content of a book, article, audit or other report or conducts research with knowledge that such content or research results could reasonably be expected to affect a **Financial Interest** of that **Faculty** member, or of one or more other Faculty members, the University, or one or more University officials.

## D. Special Concerns about Vendor Relationships

Relationships with **Vendors** to the University can also give rise to **Conflicts of Interest**. As a rule, **Faculty** and **Staff** should not be involved in decisions about purchasing or contracting for goods or services received by the University if their interests in or relationships with the involved **Vendor** conflict with, or reasonably appear to conflict with, their duty to act in the University's best interests. This applies not only where **Faculty** or **Staff** themselves have a **Financial Interest** in a **Vendor** but also where they know of a **Financial Interest** held by their **Immediate Family** (for purposes of **Vendor** relationships, the definition of **Immediate Family** also includes parents, parents-in-law, siblings and siblings-in-law)<sup>1</sup>. Where **Immediate Family** holds the interest, note that the potential **Conflict of Interest** for the **Faculty** or **Staff** member might be of a financial or non-financial nature, or both.

In some instances, a **Conflict of Interest** arising from a **Vendor** relationship can be sufficiently averted by voluntary self-recusal or by an externally imposed requirement (for example, through a COI management plan) that the individual abstain from participating in the nomination, screening, or selection of **Vendors**. In other instances, however, the nature of the relationship

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<sup>1</sup> For the complete definition of **Immediate Family**, see p. 57.

and resulting risk may be so pervasive that recusal or exclusion from discrete transactional decisions may not be adequate.

## E. General Definitions and Descriptions

**Conflict of Interest:** A set of circumstances in which the **Professional Interests** or duties of an individual, such as professional obligations or judgment owed to the University and its constituencies by a **Faculty** member, **Staff** member, or affiliated **Investigator**, are compromised by, or could reasonably be perceived as being compromised by, his or her **Leadership Role(s)**, **Financial Interest(s)**, **Research Leadership Role(s)**, or **Research Financial Interest(s)**.<sup>2</sup>

**Conflict of Interest Committee (“COI Committee”):** The **COI Committee** will be composed of at least nine members with five members constituting a quorum. The **COI Committee** members collectively should have knowledge in financial investments, legal issues, ethics and human subjects research. These members may be drawn from within and outside of the University. All members of the **COI Committee** must undergo training in the assessment and management of Conflicts of Interest and Conflicts of Commitment. **COI Committee** members will be nominated by the Committee on Research and appointed by the President. The President shall appoint the Chair of the **COI Committee**.

The **COI Committee** shall meet monthly, unless the Chair of the **COI Committee** determines there is no issue to be considered. The **COI Committee** members may participate in a meeting of the **COI Committee** by means of conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting for purposes of constituting a quorum and taking any action.

Appointment to the **COI Committee** is for a period of three years and may be renewed indefinitely at the discretion of the President. A **COI Committee** member may be removed by a Senior Vice President of the University only for good cause, which must be fully documented for audit and grievance purposes. If a **COI Committee** member has or may have a **Conflict of Interest** with respect to any of his or her duties on the **COI Committee**, the **COI Committee** member will disclose such conflict and recuse himself or herself from such duty.

**Designated Officials:** The designated officials of the University for purposes of reviewing, administering, and implementing Conflicts of Commitment and **Conflicts of Interest** determinations shall be the President, the Senior Vice President for Academic Affairs and Provost, the Senior Vice President and Dean of the School of Medicine, the Deans and the Vice Deans of the Schools of Medicine, Public Health and Tropical Medicine, Architecture, Business, Science and Engineering, Newcomb-Tulane College, Law, Liberal Arts, Professional Advancement and Social Work; the Director of the Tulane National Primate Research Center, the Vice President for Research, the Senior Vice President for Operations and Chief Financial Officer, the Executive Vice President for University Relations, the Chief of Staff and Vice

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<sup>2</sup> See Part C of the Policy for the definition of **Research Financial Interest**. See Part D of the Policy for the definition of **Research Leadership Role**.

President for Administrative Services, the CEO of TUMG, the Internal Auditor and the Office of the General Counsel. Chairs of the IACUC, **IRB** and other University administrators or staff may be called upon, as needed, by the Senior Vice Presidents or by the **COI Committee** for specific purposes.

**Faculty:** Persons holding academic appointments of employment with the University.

**Financial Interest:** Anything of monetary value, whether or not the value is readily ascertainable, consisting of one or more of the following interests of a **Faculty** or **Staff** member or an **Investigator** (and those of the **Faculty** or **Staff** member's or the **Investigator's** spouse and dependent children) that reasonably appears to be related to the **Investigator's** institutional responsibilities, including any of the following received by an individual in any capacity or for any reason (note that for this purpose the term "individual" includes the individual and any member of the individual's **Immediate Family**):

- (a) Any payment(s) received from or equity interest(s) held in a publicly traded entity during the 12-month period prior to the disclosure with a value that, in the aggregate, exceeds \$5,000;
- (b) Any payment(s) received from a non-publicly traded entity during the 12-month period prior to the disclosure with a value that, in the aggregate, exceeds \$5,000;
- (c) Any equity interest in a non-publicly traded entity;
- (d) Income of more than \$5,000 (from any one entity) generated from intellectual property rights and interests, unless paid by the University to an individual employed or appointed by the University;
- (e) Reimbursed or **Sponsored** travel with a value that exceeds \$5,000, unless reimbursed or **Sponsored** by the University or a federal, state or local government agency, an institution of higher education as defined in 20 U.S.C. § 1001(a), an academic teaching hospital, a medical center, or a research institute affiliated with an institution of higher education.

A **Financial Interest** must be disclosed by **Faculty**, **Staff** and **Investigators** if it is related to that individual's professional responsibilities on behalf of the University. These responsibilities may include, for example, activities such as research and research consultation, teaching, professional practice, institutional committee memberships, and service on **IRBs** or safety monitoring boards.

Notwithstanding the foregoing, a **Financial Interest** does not include the following:

- (a) Salary, royalties, or other remuneration paid by the University to an individual if the individual is currently employed or otherwise appointed by the University, including intellectual property rights assigned to the University and agreements to share in royalties related to such rights.
- (b) Salary, royalties, or other remuneration paid by a **Subrecipient** to an individual if the individual is currently employed or otherwise appointed by the **Subrecipient**, including intellectual property rights assigned to the **Subrecipient** and agreements to share in royalties related to such rights. This exception may not apply to **Faculty**, **Staff** or **Investigator** companies, which will be evaluated on a case-by-case basis.
- (c) Any ownership interest in a **Subrecipient** held by the **Investigator**, if



- 1) the entity is a commercial or for-profit organization, and
  - 2) the **Investigator** is participating in the research as an **Investigator** only at the Subrecipient level.
- (d) Income from investments in which the day-to-day control of investments is held by a person not subject to this policy or any other University **Conflict of Interest** policy.
- (e) Income from teaching engagements, seminars or lectures paid by a federal, state or local government agency, an institution of higher education as defined in 20 U.S.C. § 1001(a), an academic teaching hospital, a medical center or a research institute affiliated with an institution of higher education.
- (f) Income from service on advisory committees or review panels for a federal, state or local government agency, an institution of higher education as defined in 20 U.S.C. § 1001(a), an academic teaching hospital, a medical center, or a research institute affiliated with an institution of higher education.

**Immediate Family:** Spouse, children (including adoptees) and other dependents. Because of strict **Conflict of Interest** rules required by federal and state law, the definition of **Immediate Family** for a member of the Tulane University Medical Group and for other health care providers is broader than the definition for other **Faculty** and **Staff** members. Members of the Tulane University Medical Group or other health care providers must refer to Part B of this policy for the definition of **Immediate Family**. Note that for purposes of evaluating **Vendor** relationships under Part IV above, **Immediate Family** also includes parents, siblings, parents-in-law, and siblings-in-law.

**Institutional Review Board (“IRB”):** Any board, committee or other group formally designated by the University to review human subjects research, and which was established and which functions and operates in conformity with Part 46 of Title 45 and Part 56 of Title 21 of the Code of Federal Regulations. **IRB Members** are those persons who constitute the **IRB**.

**Investigator:** Any **Faculty**, **Staff** or affiliated person who serves as a project director or principal **Investigator** or who, regardless of title or position, is responsible for the design, conduct or reporting of research. **Investigator** may include, for example, a collaborator, consultant, or contractor.

**Leadership Role:**

- (a) Employment in any executive or administrator capacity,
- (b) consulting in any executive or administrator capacity, or
- (c) serving as
  - 1) a member of a board of trustees, directors or administrators,
  - 2) an officer or
  - 3) a member of an advisory committee, advisory board or subcommittee of a board of trustees, directors or administrators. (Note that any such employment, consultancy, or service by an **Immediate Family** member of an individual subject

to this policy constitutes a **Leadership Role** on the part of such individual.) A **Leadership Role** may be compensated or non-compensated.

**PHS-Funded Research:** Research funded by the Public Health Service or by an entity with Public Health Service-delegated authority, including the National Institutes of Health.

**PHS Subrecipient:** An individual or legal entity that is a subrecipient, subcontractor, or consortium member under a **PHS-Funded Research** project.

**Primary Commitment:** The time, energy, fiduciary obligations, and loyalty that any **Faculty** or **Staff** member is required to dedicate to the University.

**Professional Interests:** Academic, research, personal, professional and/or institutional integrity, patient safety and welfare, or any other interest that may be added to this policy from time to time.

**Secondary Commitment:** Activities that are not part of the **Primary Commitment** and which impose demands from outside entities, organizations, or projects for the time, energy, fiduciary obligations, or loyalty of **Faculty** or **Staff**. These may include but are not limited to employment, consulting, or participation in outside businesses or organizations, as well as **Leadership Roles** and other compensated or non-compensated extramural activities. **Secondary Commitments** do not include activities conducted entirely on personal time, which have no conflicting effect on one's Primary Commitment and which do not reasonably create the appearance of such a conflict.

**Staff:** Persons holding non-academic employment with the University. For purposes of this policy, **Staff** shall include administrators who do not have academic appointments with the University.

**Subrecipient:** All **PHS Subrecipients** in addition to any individual or legal entity that is a subrecipient, subcontractor, or consortium member under a non-PHS Funded Research project.

**Vendor:** Any individual, business, partnership, corporation or other entity that sells or conveys goods or services to the University, or that arranges for the purchase or sale of goods or services to, for or by the University.

# PART A-1 STANDARDS APPLICABLE TO FACULTY AND STAFF OTHER THAN INVESTIGATORS INVOLVED IN PHS-FUNDED RESEARCH

*[All terms in Bold are defined either in Part A or this Part A-1.]*

## Scope

These standards apply to **Faculty**, **Staff**, and **Investigators** not involved in **PHS-Funded Research**.

## Process

### Timing

A Conflicts of Commitment and Interest Disclosure Form A (“Form A”) must be submitted on an annual basis and in response to certain events.

- (a) All **Faculty** and **Staff** must complete Form A by January 31st of each year.
- (b) Newly hired **Faculty** and **Staff** must submit Form A within 60 days of employment or association, and must thereafter comply with the annual filing deadline of January 31st.
- (c) Any **Faculty** or **Staff** must promptly, but no later than 30 days, after the acquisition or discovery of any new **Leadership Role**, **Secondary Commitment** or **Financial Interest** or the material modification of any **Leadership Role**, **Secondary Commitment** or **Financial Interest** provide an updated Form A.

### Information Required

Form A requires the individual to report any and all **Leadership Roles**, **Secondary Commitments** and **Financial Interests** that reasonably appear to be related to the individual’s professional responsibilities on behalf of the University, such as research and research consultation, teaching, professional practice, institutional committee memberships, and service on **IRBs** or safety monitoring boards. In addition, this form requires the individual to report any and all **Leadership Roles**, **Secondary Commitments** and **Financial Interests** that the individual’s **Immediate Family** may have that reasonably appear to be related to the individual’s professional responsibilities on behalf of the University, such as research and research consultation, teaching, professional practice, institutional committee memberships, and service on **IRBs** or safety monitoring boards. Further information may be requested by the **COI Committee** as appropriate.

Form A requires the individual to report the following information concerning reimbursed or **Sponsored** travel: **Sponsor**/organizer, purpose, duration and destination. The **COI Committee** may also request further information such as the value of the reimbursed or **Sponsored** travel. Individuals should retain documentation of such travel for reporting purposes and requests for further information by the **COI Committee**. Individuals should seek to obtain documentation of reimbursed or **Sponsored** travel from the **Sponsor**/organizer if documentation is not readily provided.

### Submission of Forms

**Faculty** and **Staff** must submit completed disclosure forms through an electronic online process. The online submissions for **Faculty** and **Staff** in academic units are forwarded to their department supervisor, chair or the dean if the unit does not have a departmental chair structure. The online submissions for **Staff** in non-academic units are forwarded to their direct supervisor. Supervisors, chairs, or deans, as applicable, are responsible for reviewing the completed Form A prior to its submission to the University's **COI Committee**. A list of names of individuals who have not provided the required Form A will be forwarded to the Senior Vice President responsible for their unit.

### Review by the COI Committee

#### 1) Timing

- i. Review of Annual Disclosure Forms. As promptly as practicable after the January 31st filing deadline, the **COI Committee** will review disclosures, determine whether a conflict exists, and implement a management plan if necessary. The **COI Committee** may ask that an **Investigator** or **Faculty** or **Staff** member who has a potential conflict provide additional information or discuss the matter with the **COI Committee** in person. The **COI Committee** will examine disclosed conflicts to assess the degree of risk they carry to **Primary Commitments** and **Professional Interests**.
- ii. Review of New and Updated Disclosure Forms. Within 60 days of receiving an updated disclosure form or a disclosure form from a newly hired **Faculty** or **Staff** member, the **COI Committee** will complete its review and determination as to whether a Conflict of Commitment or **Conflict of Interest** exists and implement a management plan, if necessary.

#### 2) Nature of Review

- i. Generally. The **COI Committee** will review all disclosures to determine whether a Conflict of Commitment or a **Conflict of Interest** exists.
- ii. Guidelines. The University will maintain guidelines for the **COI Committee** to assist the committee in assessing whether any Conflict of Commitment or **Conflict of Interest** exists. The guidelines will be developed and updated by the **COI Committee**.

#### 3) Response

If the **COI Committee** determines that a Conflict of Commitment or **Conflict of Interest** exists, then the **COI Committee** will endeavor to work with the **Faculty** or **Staff** member to manage, reduce, or eliminate the Conflict of Commitment or **Conflict of Interest**.

#### Management or Elimination of Conflicts

- 1) Generally. The **COI Committee** will develop and implement a management plan to manage, reduce or eliminate any identified Conflicts of Commitment or **Conflicts of Interest**. While the **COI Committee** will endeavor to work with the **Faculty** or **Staff** member in developing the management plan, the **COI Committee** may require, if necessary, that the **Faculty** or **Staff** member comply with a particular management plan for managing a conflict.
- 2) Management Plan. The management plan developed by the **COI Committee** will be based upon an assessment of the nature, scope and severity of the Conflict of Commitment or **Conflict of Interest**. Methods of controlling or managing conflicts include, but are not limited to, the following:
  - i. Modifying the University employment or research responsibilities of the conflicted **Faculty** or **Staff** member;
  - ii. Disclosing the conflicting **Leadership Role, Secondary Commitment** or **Financial Interest** to the public, for example, during conference presentations and/or in journals and other publications;
  - iii. Reducing the conflict by reducing or altering the **Leadership Role, Secondary Commitment** or **Financial Interest** (e.g., partial divestiture or sequestration of one or more **Financial Interests**, reduction of time spent in furtherance of one or more **Leadership Roles** or **Secondary Commitments**);
  - iv. Eliminating the conflict by eliminating the **Leadership Role, Secondary Commitment** or **Financial Interest** (e.g., total divestiture or sequestration of one or more **Financial Interests**, resignation from one or more **Leadership Roles** or **Secondary Commitments**).

Other methods may be used consistent with any applicable law and guidance. The COI Committee will monitor compliance with the management plan until the completion of the plan or the end of any Conflict of Commitment or **Conflict of Interest**.

#### Certification

In the case of applications for National Science Foundation funding awards, the Office of **Sponsored Projects Administration** is responsible for certifying to the National Science Foundation that all identified conflicts have been reviewed by the **COI Committee** and have

been satisfactorily managed, reduced or eliminated prior to the University's expenditure of any funds under the National Science Foundation award.

### Appeal of the COI Committee Decision

Any **Faculty** or **Staff** member who disagrees with the **COI Committee's** findings or required management strategies may appeal in writing to the Senior Vice President responsible for that **Faculty** or **Staff** member's unit. A copy of the appeal must be sent to the **COI Committee**. The applicable Senior Vice President may agree with the **COI Committee's** findings and/or management strategy, or may amend such findings and/or strategy. The applicable Senior Vice President shall promptly notify the **Faculty** or **Staff** member and the **COI Committee** in writing of the conclusions of his or her review, including the actions that must be taken by the **Faculty** or **Staff** member to comply with this policy. Upon receipt of the applicable Senior Vice President's written report, the **Faculty** or **Staff** member must promptly comply with the actions specified in that report.

## **Audit and Sanctions for Non-Compliance**

At the request of a **Designated Official** of the University, a **Faculty** or **Staff** member may be audited for the purpose of verifying whether the individual truthfully and accurately disclosed his or her **Leadership Roles, Secondary Commitments** and **Financial Interests** in Form A (and in any updates thereto), and for the purpose of verifying whether the individual is complying with the actions, if any, that were specified in the written report of the **COI Committee** (or the applicable Senior Vice President where there has been an appeal). Any **Faculty** or **Staff** member who fails to file a completed Form A by the annual deadline, or who fails to comply with any other action specified by this policy, the **COI Committee** or applicable Senior Vice President (as relates to this policy), will be subject to potential sanctions in accordance with applicable University policy and procedures. These sanctions may include: formal admonition or censure; suspension; non-renewal of appointment; and/or dismissal.

## **Confidentiality**

All financial and other confidential information disclosed by a **Faculty** or **Staff** member pursuant to this policy will be maintained in strict confidence. The **COI Committee** may disclose such information only to other University administrators defined as **Designated Officials** or personnel within the Office of **Sponsored Projects Administration** to carry out the purpose of this policy. No other uses or disclosures of the financial and other confidential information of any **Faculty** or **Staff** member will be permitted, unless required by law.

## PART A-2 STANDARDS APPLICABLE TO INVESTIGATORS INVOLVED IN PHS-FUNDED RESEARCH

*[All terms in Bold are defined either in Part A or this Part A-2.]*

### Scope

These standards apply to **Faculty** and **Staff** who are **Investigators** for **PHS-Funded Research**, **Affiliated PHS Investigators** (as defined below), and **Subrecipient PHS Investigators** (as defined below). Any references to **Faculty** and **Staff** in this Part A-2 shall include only **Faculty** and **Staff** who are **Investigators** for **PHS-Funded Research**.

### Communication and Training

**Faculty**, **Staff** and **Affiliated PHS Investigators** who may or will participate in **PHS-Funded Research** as **Investigators** will receive a copy of this policy; specific information about their obligations to disclose **Financial Interests**; and the **PHS-Funded Research Conflict of Interest** regulations.

These **Investigators** will also receive training on these topics:

- (a) immediately upon employment or association with the University;
- (b) every four years afterwards;
- (c) when this policy is revised; and
- (d) if and when the University finds that a **Faculty**, **Staff** or **Affiliated PHS Investigator** is non-compliant with this policy or with a management plan implemented to address a **PHS Financial Conflict of Interest** (as defined below).

### Process

#### Timing

A Conflicts of Commitment and Interest Disclosure Form A (“Form A”) must be submitted on an annual basis and in response to certain events.

- (a) All **Faculty**, **Staff** and **Affiliated PHS Investigators** must complete Form A by January 31st of each year.
- (b) Newly hired **Faculty**, **Staff** and **Affiliated PHS Investigators** must submit Form A within 60 days of employment or association, and must thereafter comply with the annual filing deadline of January 31st.
- (c) Any **Faculty**, **Staff** or **Affiliated PHS Investigators** must promptly, but no later than 30 days, after the acquisition or discovery of any new **Leadership Role**,

**Secondary Commitment** or **Financial Interest** or the material modification of any **Leadership Role**, **Secondary Commitment** or **Financial Interest** provide an updated Form A.

- (d) **Faculty, Staff** or an **Affiliated PHS Investigator** planning to participate in **PHS-Funded Research** must have submitted an up-to-date Form A prior to the submission of an application for **PHS-Funded Research**.

### Information Required

Form A requires the individual to report any and all **Leadership Roles, Secondary Commitments** and **Financial Interests** that reasonably appear to be related to the individual's professional responsibilities on behalf of the University, such as research and research consultation, teaching, professional practice, institutional committee memberships, and service on **IRBs** or safety monitoring boards. In addition, this form requires the individual to report any and all **Leadership Roles, Secondary Commitments** and **Financial Interests** that the individual's **Immediate Family** may have that reasonably appear to be related to the individual's professional responsibilities on behalf of the University, such as research and research consultation, teaching, professional practice, institutional committee memberships, and service on **IRBs** or safety monitoring boards. Further information may be requested by the **COI Committee as appropriate**.

Form A requires the individual to report the following information concerning reimbursed or **Sponsored** travel: **Sponsor**/organization, purpose, duration and destination. The **COI Committee** may also request further information such as the value of the reimbursed or **Sponsored** travel. Individuals should retain documentation of such travel for reporting purposes and requests for further information by the **COI Committee**. Individuals should seek to obtain documentation of reimbursed or **Sponsored** travel from the **Sponsor**/organizer if documentation is not readily provided.

### Submission of Forms

**Faculty** and **Staff** must submit completed disclosure forms through an electronic online process. The online submissions for **Faculty** and **Staff** in academic units are forwarded to their department supervisor, chair or the dean if the unit does not have a departmental chair structure. The online submissions for **Staff** in non-academic units are forwarded to their direct supervisor. **Affiliated PHS Investigators** must submit their completed disclosure forms through the University's electronic online process. Supervisors, chairs, or deans, as applicable, are responsible for reviewing the completed Form A prior to its submission to the University's **COI Committee**. A list of names of individuals who have not provided the required Form A will be forwarded to the Senior Vice President responsible for their unit.

### Review by the COI Committee

#### Timing



Review of Annual Disclosure Forms. As promptly as practicable after the January 31st filing deadline, the **COI Committee** will review disclosures, determine whether a conflict exists and implement a management plan, if necessary. The **COI Committee** may ask that the Faculty or Staff member or **Affiliated PHS Investigator** who has a potential conflict provide additional information or discuss the matter with the **COI Committee** in person. The **COI Committee** will examine disclosed conflicts to assess the degree of risk they carry to Primary Commitments and Professional Interests.

Review of New and Updated Disclosure Forms. Within 60 days of receiving an updated disclosure form or a disclosure form from a newly hired Faculty or Staff member or **Affiliated PHS Investigator**, the **COI Committee** will complete its review and determination as to whether a Conflict of Commitment, **Conflict of Interest**, or **PHS Financial Conflict of Interest**<sup>3</sup> exists and implement a management plan, if necessary.

**PHS-Funded Research.** The **COI Committee** must review current disclosures and reports prior to the expenditure of any funds for **PHS-Funded Research**.

#### Nature of Review

Generally.

The **COI Committee** will review all disclosures to determine whether a Conflict of Commitment or a **Conflict of Interest** exists.

- (a) **PHS-Funded Research.** The **COI Committee** will additionally review the disclosures of Faculty, Staff and **Affiliated PHS Investigators** to determine whether any Financial Interest is: related to **PHS-Funded Research**; and
- (b) a **PHS Financial Conflict of Interest.** If the Financial Interest could be affected by the **PHS-Funded Research** project or is held in an entity whose financial interest could be affected by the **PHS-Funded Research** project, the Financial Interest will be considered related to the **PHS-Funded Research** project.

#### Guidelines.

The University will maintain guidelines for the **COI Committee** to assist the committee in assessing whether any Financial Interest is related to **PHS-Funded Research** and whether any **PHS Financial Conflict of Interest** exists. The guidelines will be developed and updated by **COI Committee**.

#### Response

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<sup>3</sup> The differentiation, made here and in subsequent paragraphs, between **Conflict of Interest** and **PHS Financial Conflict of Interest** mirrors the definition of conflict of interest in this policy and the conflict of interest definitions in the PHS rules. This policy defines a conflict of interest essentially as an interest or leadership role that could compromise the integrity of one's professional activities. The PHS rules point to whether a financial interest is related to PHS-funded research and could directly and significantly affect the design, conduct, reporting, or review of the research.

If the **COI Committee** determines that a Conflict of Commitment, **Conflict of Interest** or **PHS Financial Conflict of Interest** exists, then the **COI Committee** will endeavor to work with Faculty or Staff members or **Affiliated PHS Investigators** to manage, reduce or eliminate the Conflict of Commitment or **Conflict of Interest** or **PHS Financial Conflict of Interest**.

#### Management or Elimination of Conflicts

Generally.

The **COI Committee** will develop and implement a management plan to manage, reduce or eliminate any identified Conflict of Commitment, **Conflict of Interest** or **PHS Financial Conflict of Interest**. While the **COI Committee** will endeavor to work with the Faculty, Staff or **Affiliated PHS Investigator** in developing the management plan, the **COI Committee** may require, if necessary, that Faculty, Staff or **Affiliated PHS Investigator(s)** comply with a particular management plan for managing a conflict. The management plan must be implemented before the expenditure of any funds under a **PHS-Funded Research** project. Management Plan. The management plan developed by the **COI Committee** will be based upon an assessment of the nature, scope and severity of the Conflict of Commitment, **Conflict of Interest** or **PHS Financial Conflict of Interest**. The primary methods of controlling or managing conflicts shall include:

- (a) Modifying the University employment or research responsibilities of the conflicted Faculty, Staff or **Affiliated PHS Investigator**;
- (b) Disclosing the conflicting **Leadership Role, Secondary Commitment** or Financial Interest to the public, for example, during conference presentations and/or in journals and other publications;
- (c) Reducing the conflict by reducing or altering the **Leadership Role, Secondary Commitment** or Financial Interest (e.g., partial divestiture or sequestration of one or more **Financial Interests**, reduction of time spent in furtherance of one or more **Leadership Roles** or **Secondary Commitments**);
- (d) Eliminating the conflict by eliminating the **Leadership Role, Secondary Commitment** or Financial Interest (e.g., total divestiture or sequestration of one or more **Financial Interests**, resignation from one or more **Leadership Roles** or **Secondary Commitments**).

Other methods may be used consistent with any applicable law and guidance. The **COI Committee** will monitor compliance with the management plan until the completion of the plan or the end of any Conflict of Commitment or **Conflict of Interest** or **PHS Financial Conflict of Interest** (e.g., the completion of the **PHS-Funded Research** project).

#### Expedited Action

If the University identifies a Financial Interest of **Faculty, Staff** or an **Affiliated PHS Investigator** that was not timely disclosed or reviewed in accordance with this policy, the following actions must occur within 60 days:

- (a) the Faculty, Staff or **Affiliated PHS Investigator** must fully disclose the Financial Interest to the **COI Committee** through the submission of an updated Form A;

- (b) the **COI Committee** must review the Financial Interest and determine whether the disclosed Financial Interest is:
  - 1) related to **PHS-Funded Research** and
  - 2) a **PHS Financial Conflict of Interest**; and
- (c) the **COI Committee** must implement a management plan if necessary.

If a **Conflict of Interest** of a financial nature or a **PHS Financial Conflict of Interest** is identified, the **COI Committee** will complete and document a **Retrospective Review** (as defined below) of the **PHS-Funded Research** within 120 days to determine if the research was biased. Depending on the findings of the review, the **COI Committee** will update any reports previously submitted under Section III.G (Reporting of Conflicts). If the **COI Committee** determines that the research was biased, the **COI Committee** will notify the Office of Sponsored Projects Administration. The Office of Sponsored Projects Administration will then promptly notify the Public Health Service entity funding the research and submit a Mitigation Report (as defined below) developed by the **COI Committee** in consultation with the Office of Sponsored Projects Administration.

#### Reporting of Conflicts

**PHS-Funded Research.** The Office of Sponsored Projects Administration will provide to the Public Health Service entity funding any **PHS-Funded Research** project an initial report on any **Conflict of Interest** of a financial nature and on any **PHS Financial Conflict of Interest** as follows:

- (a) prior to the expenditure of funds for a **PHS-Funded Research** project (unless the **Conflict of Interest** is eliminated before such expenditure);
- (b) within 60 days of any such **Conflict of Interest** arising in an ongoing **PHS-Funded Research** project; and
- (c) as required under Section III.F (Expedited Action). The Office of Sponsored Projects Administration will provide an annual update on previously reported conflicts of interest for the duration of the **PHS-Funded Research** project.

The initial report will identify:

- (a) the **PHS-Funded Research** project and the **Faculty, Staff or Affiliated PHS Investigator**;
- (b) the entity with which the **Financial Interest** is held;
- (c) the nature and value of the **Financial Interest**;
- (d) in the case of a **Conflict of Interest** under Part A of the policy, how the Financial Interest could compromise, or appear to compromise, the Professional Interests of the **Investigator**;
- (e) in the case of a **PHS Financial Conflict of Interest**, how the Financial Interest relates to the **PHS-Funded Research** project and the basis for the determination that a **PHS Financial Conflict of Interest** exists; and
- (f) a description of the management plan in place to address the **Conflict of Interest** or **PHS Financial Conflict of Interest**.

Information to be reported concerning the management plan will include:

- (a) the role and duties of the Faculty, Staff or **Affiliated PHS Investigator** with the **Conflict of Interest**;
- (b) the conditions of the management plan;
- (c) how the management plan will protect the research from bias;
- (d) the Faculty, Staff or **Affiliated PHS Investigator**'s agreement to the management plan; and
- (e) how the management plan will be monitored.

Annual updates to the report will include information on the current status of the **Conflict of Interest** or **PHS Financial Conflict of Interest**, as applicable, and any changes to the management plan.

**Public Disclosure.** If a Faculty or Staff member or **Affiliated PHS Investigator** of a **PHS-Funded Research** project who is the project director, principal **Investigator** or otherwise identified by the University as senior/key personnel on the grant application has been determined by the **COI Committee** to have a **Conflict of Interest** of a financial nature or a **PHS Financial Conflict of Interest**, (where the **Conflict of Interest** was disclosed and is still held by the project director, principal **Investigator** or senior/key personnel), then, the University will, prior to the University's expenditure of any funds under a PHS-funded research project, ensure public accessibility as provided herein to certain information about such conflicts of interest, by providing in writing, within five days of a valid request

(<http://tulane.edu/counsel/upload/Request-for-Report-of-Financial-Conflict-of-Interest-2.pdf>):

- (a) the name, title and role of the individual with the Financial Interest;
- (b) the entity with which the Financial Interest is held; and
- (c) the nature and approximate value of the Financial Interest.

When the University responds to such a request, the University will indicate in its written response that, "The information provided is current as of the date of the correspondence and is subject to updates, on at least an annual basis and within 60 days of the University's identification of a new financial **Conflict of Interest**; updates are not provided automatically, but may be requested".

Such information regarding Conflicts of Interest of a financial nature and PHS Financial Conflicts of Interest is to be retained and available for three years from the date that the information was most recently updated and will be updated annually and within 60 days of the receipt of any new information.

#### Other Reporting and Corrective Action

**Non-Compliance.** If the **COI Committee** determines that the failure of the Faculty, Staff or **Affiliated PHS Investigator** to comply with this policy or a management plan appears to have biased the design, conduct or reporting of **PHS-Funded Research**, the Office of **Sponsored Projects Administration** will promptly notify the Public Health Service entity funding the research of the corrective action taken or to be taken. The **COI Committee** will exercise oversight regarding compliance with any additional corrective actions imposed by the Public Health Service entity funding the research.

Disclosure. If the U.S. Department of Health and Human Services determines there has been non-compliant management or reporting of a **Conflict of Interest** of a financial nature or of a **PHS Financial Conflict of Interest** related to **PHS-Funded Research** to evaluate the safety and effectiveness of a drug, medical device or treatment, the **COI Committee** will require the Faculty, Staff or **Affiliated PHS Investigator** to disclose the **Conflict of Interest** in each public presentation of the **PHS-Funded Research** and to request addenda adding the disclosure of the **Conflict of Interest** to previously published presentations of the **PHS-Funded Research**.

### PHS Subrecipients

The University shall require any PHS Subrecipient by contract to either comply with this policy or to comply with its own financial conflicts of interest policy if such policy is compliant with the **PHS-Funded Research Conflict of Interest** regulations. If the PHS Subrecipient will comply with this policy, **Subrecipient PHS Investigators** will be treated as **Affiliated PHS Investigators** for purposes of Section III (Process). **Subrecipient PHS Investigators**, however, will not have to provide information regarding **Leadership Roles** or **Secondary Commitments** on Form A. If the PHS Subrecipient will comply with its own conflicts of interest policy, the University will report any financial conflicts of interest of **Subrecipient PHS Investigators** that have been reported by the PHS Subrecipient to the Public Health Service entity funding the research in accordance with Section III.G (Reporting of Conflicts). Additional information on implementation of these provisions is set forth in the University Subrecipient Monitoring Policy.

### Certification

The Office of **Sponsored Projects Administration** is responsible for certifying to the Public Health Service that the University:

- (a) has a written, up-to-date and enforced administrative process to manage Conflicts of Interest;
- (b) promotes and enforces Faculty, Staff or **Affiliated PHS Investigator** compliance and manages Conflicts of Interest;
- (c) provides ongoing reports to the Public Health Service;
- (d) agrees to make information concerning Faculty, Staff or **Affiliated PHS Investigator** disclosures and review of the disclosures available to the U.S. Department of Health and Human Services upon request; and
- (e) fully complies with federal regulations at 42 C.F.R. Part 50 Subpart F.

### Appeal of the COI Committee Decision

Any Faculty, Staff or **Affiliated PHS Investigator** who disagrees with the **COI Committee's** findings or required management strategies may appeal in writing to the Senior Vice President responsible for that Faculty, Staff or **Affiliated PHS Investigator's** unit. A copy of the appeal must be sent to the **COI Committee**. The applicable Senior Vice President may agree with the **COI Committee's** findings and/or management strategy, or may amend such findings and/or strategy. The applicable Senior Vice President shall promptly notify the Faculty, Staff or **Affiliated PHS Investigator** and the **COI Committee** in writing of the conclusions of his or her review, including the actions that must be taken by the Faculty, Staff or **Affiliated PHS Investigator** to comply with this policy. Upon receipt of the applicable Senior Vice President's

written report, the Faculty, Staff or **Affiliated PHS Investigator** must promptly comply with the actions specified in that report.

#### Audit and Sanctions for Non-Compliance

At the request of a Designated Official of the University, a Faculty, Staff or **Affiliated PHS Investigator** may be audited for the purpose of verifying whether the individual truthfully and accurately disclosed his or her **Leadership Roles, Secondary Commitments and Financial Interests** in Form A (and in any updates thereto), and for the purpose of verifying whether the individual is complying with the actions, if any, that were specified in the written report of the **COI Committee** (or the applicable Senior Vice President where there has been an appeal). Any Faculty, Staff or **Affiliated PHS Investigator** who fails to file a completed Form A by the annual deadline, or who fails to comply with any other action specified by this policy, the **COI Committee** or applicable Senior Vice President (as relates to this policy), will be subject to potential sanctions in accordance with applicable University policy and procedures. These sanctions may include: formal admonition or censure; suspension; non-renewal of appointment; prohibition on expending PHS funds; and/or dismissal.

#### Confidentiality

All financial and other confidential information disclosed by Faculty, Staff, and **Affiliated PHS Investigators** pursuant to this policy will be maintained in strict confidence, unless the information must be disclosed under Section III.G (Reporting of Conflicts). The **COI Committee** may disclose such information only to other University administrators defined as Designated Officials or personnel within the Office of **Sponsored Projects Administration** to carry out the purpose of this policy. No other uses or disclosures of the financial and other confidential information of any Faculty, Staff and **Affiliated PHS Investigators** will be permitted, unless required by law.

#### Record Retention

In the case of disclosures made by Faculty, Staff or **Affiliated PHS Investigators** participating or planning to participate in **PHS-Funded Research**, the Office of **Sponsored Projects Administration** will retain all records related to the disclosure and review of such **Financial Interests**, including any **Retrospective Review** or other actions taken, for at least three years from the date of submission of the final expenditure report to the Public Health Service or as otherwise required by 45 C.F.R. § 74.53(b) and § 92.42(b).

#### Additional Definitions

**Affiliated PHS Investigator:** Any person other than a Faculty or Staff member, who serves as project director or principal **Investigator** or who, regardless of title or position, is responsible for the design, conduct or reporting of research funded by the Public Health Service and conducted by the University. **Affiliated PHS Investigator** may include, for example, a collaborator or consultant.

**Mitigation Report:** Report submitted to the entity funding the **PHS-Funded Research** after a **Retrospective Review**. The Mitigation Report will include: the key elements noted in the **Retrospective Review**, a description of the impact of the bias on the research and a description of the actions taken or planned to mitigate the effect of the bias.

**PHS Financial Conflict of Interest:** A set of circumstances in which a Financial Interest of a PHS **Investigator** could directly and significantly affect the design, conduct or reporting of **PHS-Funded Research**.

**Retrospective Review:** Review of **PHS-Funded Research** when non-compliance has been found. Documentation of a **Retrospective Review** will include: the number and title of the research project; the names of the project director or lead PHS **Investigator** and the PHS **Investigator** with the **Conflict of Interest**; the name of the entity with which the PHS **Investigator** has the **Conflict of Interest**; the reason for the **Retrospective Review**; detailed methodology of how the **Retrospective Review** was conducted; and the findings and conclusions of the **Retrospective Review**.

**Subrecipient PHS Investigator:** Any person responsible for the design, conduct or reporting of research funded by the Public Health Service and conducted by the University through a **PHS Subrecipient**.

## **PART B POLICY OF TULANE UNIVERSITY ON CONFLICTS OF COMMITMENT AND INTEREST**

### **MEMBERS OF THE TULANE UNIVERSITY MEDICAL GROUP AND HEALTH CARE PROVIDERS**

*[All terms in Bold are defined either in Part A or this Part B.]*

This Addendum shall apply ONLY to members of the Tulane University Medical Group and other health care providers. For the purposes of this Addendum, a health care provider is a physician or other health care professional or Staff member who orders medical items, supplies (including for example pharmaceuticals) or services for patients or who refers patients to other health care providers or suppliers of medical items, supplies or services. A physician or other Staff member who performs no patient care services, directly or indirectly, and whose duties encompass no direct or indirect patient care is NOT covered by this Addendum.

By this Addendum, the Tulane University Policies on Conflicts of Commitment and Interest incorporate federal and state laws requiring that persons making purchasing and/or patient referral decisions not receive any remuneration or payment for making such decisions (often referred to as “anti-kickback” laws) and other laws that prohibit physicians from referring patients to services and facilities in which those physicians and their families hold **Financial Interests** (often referred to as “physician self-referral laws”). Considering such laws, the definition of **Immediate Family** in this Addendum shall apply to members of the Tulane University Medical Group and other health care providers in lieu of the definition included in the policy to which this Part B is attached:

**Immediate Family.** Spouse, children and other dependents, natural or adoptive parents, siblings, stepparent, stepchild, stepbrother or sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and spouse of grandparent or grandchild.



## PART C CONFLICTS OF INTEREST FOR INVESTIGATORS IN HUMAN SUBJECTS RESEARCH

*[All terms in Bold are defined either in Part A or this Part C.]*

### A. Applicability

This Part C of the policy applies to **Investigators** involved in research involving human subjects.

### B. Principles

Federal law and policy require that for federally-funded research studies, the university hosting the research gather information related to each **Investigator's Research Financial Interests** (as defined below) that may be affected by the research itself. Although these requirements originated in a concern for assuring the integrity of federally-funded research data, the University is also concerned, as are various professional organizations, with the possible influence of such **Research Financial Interests** on research integrity and on the safety and welfare of human subjects involved in research protocols, regardless of the source of research funding. The University's policy in this regard is consistent with prevailing standards for professional conduct, which require that physicians and other licensed professionals not exercise undue influence over patients and clients and act at all times in the best interests of their patients and clients. The University is also concerned about **Leadership Roles** of **Investigators** in entities that **Sponsor** research. The University's policies therefore incorporate those concerns as well.

Consistent with federal laws and the ethical principles of human subjects research, the University seeks to ensure that its **Investigators** can carry out their responsibilities to protect the rights and welfare of human subjects participating in research projects at the University. Since the University recognizes that Conflicts of Interest may occur during research, this policy is intended to assist **Investigators** in determining when they have Conflicts of Interest in research, and to guide them in disclosing all potential conflicts and in cooperating with the management or elimination of the conflicts, where necessary. The guidelines and mechanisms, as applied to **Investigators** and **Subrecipient PHS Investigators** (as defined below) participating in **PHS-Funded Research**, are intended to comply with the **PHS-Funded Research Conflict of Interest** regulations outlined at 42 C.F.R. Part 50 Subpart F and at 45 C.F.R. Part 94 and should be interpreted consistently with those regulatory requirements and any implementing guidance. While this policy governs Conflicts of Interest of **Investigators**, the policy does not regulate disputes between two or more **Investigators** or between one or more **Investigators** and the University. Such disputes are to be resolved according to the University's established dispute resolution procedures.

### C. Communication and Training

**Investigators** who may or will participate in human subjects research will receive a copy of this policy, specific information about their obligations to disclose **Research Financial Interests**, and **PHS-Funded Research Conflict of Interest** regulations.

These **Investigators** will also receive training on these topics

- (a) immediately upon employment or association with the University;
- (b) every four years afterwards;
- (c) when this policy is revised; and
- (d) if and when the University finds that an **Investigator** is non-compliant with this policy or with a management plan implemented to address a **Conflict of Interest**.

## D. Process

### Timing

Human Subjects Research-Related Financial and Leadership Disclosure Form C. A Human Subjects Research-Related Financial and Leadership Disclosure Form C (Form C) must be submitted on an annual basis and in response to certain events.

All **Investigators** who may or will participate in human subjects research must complete Form C by January 31st of each year.

Newly hired or affiliated **Investigators** who may or will participate in human subjects research must submit Form C within 60 days of employment or association and at least three weeks prior to the scheduled meeting date of the University's **IRB** at which the **IRB** will review the **Investigator's** research protocol. Newly hired or affiliated **Investigators** may not submit any research protocol for review by the **IRB** before they have submitted Form C to the **COI Committee**. **Investigators** must thereafter comply with the annual filing deadline of January 31st.

Any **Investigator** who may or will participate in human subjects research must promptly, but no later than 30 days, after the acquisition or discovery of any new **Leadership Role** or **Research Financial Interest** or the material modification of any **Leadership Role** or **Research Financial Interest** provide an updated Form C.

An **Investigator** planning to participate in **PHS-Funded Research** must submit Form C prior to the submission of an application for **PHS-Funded Human Subjects Research** (as defined below).

### Other Disclosures.

**Investigators** must also forward to the **COI Committee** without delay any amendments or changes that they make to any reports of **Research Financial Interests** that are submitted to any **Sponsor** (as defined below) of the research.

In the application for **IRB** approval of a human subjects research protocol, and at the time of continuing review of the protocol, each **Investigator** must attest using the Tulane University **Investigator Conflict of Interest** Attestation Form that he or she has supplied the **COI Committee** with a complete Conflicts of Commitment and Interest Disclosure Form, including

Form C (and any required updates thereto), and must indicate whether the research he or she is conducting could be affected by any of his or her **Research Financial Interests** and/or **Leadership Roles**. The **IRB** will forward a copy to the **COI Committee**. The **IRB** may not approve a human subjects research protocol until each **Investigator** has provided this required information and the **COI Committee** has determined that there is no **Conflict of Interest** or provided assurance regarding management or elimination of the conflict. If, at the time for continuing review of a study, all necessary information has not been provided, no new subjects shall be enrolled in the study. Unless the **IRB** determines that it is in the best interests of the previously enrolled subjects to continue the study and their participation, the study shall not be authorized to continue, and shall not be allowed to continue until such time as all required information has been provided.

## Information Required

Form C requires **Investigators** to report any and all **Leadership Roles** and **Research Financial Interests**. In addition, this form requires **Investigators** to report any and all **Leadership Roles** and **Research Financial Interests** that the **Investigator's Immediate Family**<sup>4</sup> may have in any research or health care-related organization, including any not-for-profit or tax-exempt health-care related companies or foundations.<sup>5</sup> Further information may be requested by the **COI Committee**. **Investigators** must append to Form C a copy of every report of their **Research Financial Interests** that they are required to submit to any **Sponsor** of research.<sup>6</sup>

## Submission of Forms

**Investigators** must submit completed disclosure forms through an electronic online process. The online submissions are forwarded to their department chair or the dean if the unit does not have a departmental chair structure. Supervisors, chairs or deans, as applicable, are responsible for reviewing the completed Form C prior to its submission to the University's **COI Committee**. A list of names of individuals who have not provided the required Form C will be forwarded to the Senior Vice President responsible for their unit.

## Review by the COI Committee

### Timing

Review of Annual Disclosure Forms. As promptly as practicable after the January 31st filing deadline, the **COI Committee** will review disclosures and reports, determine whether a conflict exists and implement a management plan if necessary. The **COI Committee** may ask that an **Investigator** who has a potential conflict provide additional information or discuss the matter with the **COI Committee** in person.

### Review of New and Updated Disclosure Forms.

Within 60 days of receiving an updated disclosure form or a disclosure form from a newly hired or affiliated **Investigator**, the **COI Committee** will complete its review, determine whether a **Conflict of Interest** exists and implement a management plan if necessary.

### Review of Disclosure Forms from **IRB**.

As promptly as practicable after receiving a disclosure form from the **IRB**, the **COI Committee** will complete its review, determine whether a **Conflict of Interest** exists and implement a management plan if necessary.

**PHS-Funded Research.** The **COI Committee** must review current disclosures and reports prior to the expenditure of any funds for **PHS-Funded Research**.

### Nature of Review

Generally. The **COI Committee** will review all disclosures to determine whether any disclosed **Research Financial Interests** or **Leadership Roles** constitute a **Conflict of Interest** with regard to an **Investigator's** research, that is, whether any disclosed **Research Financial Interest** or **Leadership Role** could compromise or could reasonably be perceived to compromise the Professional Interests of the **Investigator**. If one or more Conflicts of Interest are identified in this process, then the **COI Committee** shall examine those conflicts to assess the degree of risk they carry with regard to research integrity and the safety and welfare of human subjects. The more significant the **Research Financial Interest** or **Leadership Role** of the **Investigator** in the research being conducted by that **Investigator**, the greater the potential risk that the conflicts may inappropriately influence research outcomes and/or subject safety and welfare.

**PHS-Funded Research.** The **COI Committee** will additionally review the disclosures of **Investigators** involved in **PHS-Funded Research** to determine whether any **Research Financial Interest** is:

- (a) related to **PHS-Funded Human Subjects Research**; and
- (b) a **PHS Financial Conflict of Interest** (as defined below).

If the **Research Financial Interest** could be affected by the **PHS-Funded Human Subjects Research** project or is held in an entity whose financial interest could be affected by the **PHS-Funded Human Subjects Research** project, the **Research Financial Interest** will be considered related to the **PHS-Funded Human Subjects Research** project.

Guidelines. The University will maintain guidelines for the **COI Committee** to assist the committee in assessing whether any Financial Interest is related to **PHS-Funded Human Subjects Research** and whether any **PHS Financial Conflict of Interest** exists. The guidelines will be developed and updated by the **COI Committee**.

### Response

Generally. If the **COI Committee** determines that a **Conflict of Interest** exists, and the **Conflict of Interest** consists of a financial interest that is \$10,000 or less, then the **COI Committee** will endeavor to work with the **Investigator** to manage, reduce or eliminate the **Conflict of Interest**.

Per se Conflicts of Interest. The **COI Committee** shall deem any **Research Financial Interest** that exceeds \$10,000 and is related to human subjects research to be a per se **Conflict of**

**Interest.** An **Investigator** with a per se **Conflict of Interest** may not participate in the related human subjects research unless the conflicting interest is eliminated or reduced to \$10,000 or below. (Note that the reduced **Research Financial Interest** might still be deemed a **Conflict of Interest**, necessitating action under subparagraph (a) above.) If, for any reason, the **Conflict of Interest** cannot be reduced to \$10,000 or less or eliminated altogether, the **Investigator** will be disqualified from participating in the research, subject only to (1) a showing of compelling and necessary reasons for being permitted to participate, and (2) a **COI Committee** established management plan consistent with maintaining the integrity of the research and the safety of human subjects participating in the research.

**Compelling and Necessary Reasons.** The showing of compelling and necessary reasons required to justify participation in human subjects research by an **Investigator** with a per se **Conflict of Interest** is within the discretion of the **COI Committee** but should be substantial. The **COI Committee** may, for example, require a showing of such factors as: that the **Investigator** has special expertise regarding the particular drug, device, or method under investigation that uniquely qualifies that **Investigator** to conduct the investigation; that the University has facilities or equipment that are needed for the research and unavailable at most other institutions in the United States; or that the **Investigator** or the University is particularly well situated to enroll study subjects because of the patient population of University-affiliated health care providers or of the **Investigator**.

**Notification.** The **COI Committee** shall promptly notify the **Investigator** and the **IRB** of its finding(s) regarding whether the **Research Financial Interest** and/or **Leadership Role** of the **Investigator** constitutes a **Conflict of Interest**, and if so, the method(s) the committee recommends for addressing any such **Conflict of Interest**.

**Continuing Review.** At each continuing review, the **IRB** shall consult with the **COI Committee** regarding any changes in the **Research Financial Interests** and/or **Leadership Roles** of the **Investigator**, and regarding any changes in management strategies recommended by the **COI Committee**.

#### Management or Elimination of Conflicts

**Generally.** Subject to the provisions concerning per se Conflicts of Interest, the **COI Committee** will develop and implement a management plan to manage, reduce or eliminate any identified **Conflict of Interest**. While the **COI Committee** will endeavor to work with the **Investigator** in developing the management plan, the **COI Committee** may require, if necessary, that the **Investigator** comply with a particular management plan for managing a conflict.

**Management Plan.** The **COI Committee's** findings and/or management strategy will be based upon an assessment of the seriousness of the **Conflict of Interest**, and the likelihood that the **Conflict of Interest** could in fact influence persons to make inappropriate, unfair or unwise decisions in their conduct or oversight of human subjects research. Methods of controlling or managing Conflicts of Interest include but are not limited to:

- (a) Public disclosure of the conflicting **Research Financial Interest** or **Leadership Role** to **Sponsors** and research subjects (i.e., during the informed consent process) and during presentations or publication of the research;

- (b) Appointment of an independent monitor capable of taking measures to protect the research from bias resulting from the conflict;
- (c) Providing independent monitoring of the subject recruitment and/or informed consent processes;
- (d) Requiring independent monitoring and oversight of subject-researcher interactions, data gathering, data analysis, and/or data reporting;
- (e) Modifying the research plan;
- (f) Eliminating the conflict by: changing the responsibilities of conflicted **Investigators**; referring the study to non-conflicted **Investigators** at the University; or referring the study to another site at which **Investigators** are not conflicted;
- (g) Eliminating the conflict by divesting or sequestering the conflicting **Research Financial Interest** or relinquishing the **Leadership Role**;
- (h) Requiring that investments posing a **Conflict of Interest** in a research study be “frozen” for a designated period of time lasting beyond the termination of the study, with the **Investigator** allowed neither to sell nor transfer those interests until the end of that time period, thus providing for a forced segregation of the research study and its results from the **Investigator’s** conflicting **Research Financial Interest**;
- (i) Arranging for review of all adverse events, including review of subject records on a comprehensive, periodic or sampled basis to assure that reports of adverse events have been timely and properly made; and/or
- (j) Adopting procedures for a routine periodic updating of information relating to the **Conflict of Interest**, if it appears that the **Conflict of Interest** might change in any appreciable way over the course of a research study.

Other methods may be used consistent with any applicable law and guidance. The **COI Committee** will monitor compliance with the management plan until the completion of the plan or the end of any **Conflict of Interest** (e.g., the completion of the **PHS-Funded Research** project).

**IRB Review.** The **IRB** shall review the findings and management strategies of the **COI Committee**. The **IRB** may accept the management strategies, or may strengthen them. If the **IRB** elects to strengthen the management strategies, it must document its reasons for doing so and submit a copy of its written report to the **COI Committee**. The **IRB** must promptly notify the **Investigator** in writing of its determination regarding the **Investigator’s** real or perceived **Conflict of Interest**; the **Investigator** must then comply with the management strategies as modified by the **IRB**.

#### Expedited Action – **Research Financial Interests in PHS-Funded Human Subjects Research**

If the University identifies a **Research Financial Interest** of an **Investigator** involved in **PHS-Funded Human Subjects Research** that was not timely disclosed or reviewed in accordance with this policy, the following actions must occur within 60 days:

- (a) the **Investigator** must fully disclose the **Research Financial Interest** to the **COI Committee** through the submission of an updated Form C;
- (b) the **COI Committee** must review the **Research Financial Interest** and determine whether it is a **Conflict of Interest** as defined in Part A of the policy;

- (c) the **COI Committee** must review the **Research Financial Interest** and determine whether it is:
  - 1) related to the human subjects research and
  - 2) a **PHS Financial Conflict of Interest**; and
- (d) the **COI Committee** must implement a management plan, if necessary.

If a **Conflict of Interest** of a financial nature or a **PHS Financial Conflict of Interest** is identified, the **COI Committee** will complete and document a **Retrospective Review** (as defined below) of the **PHS-Funded Human Subjects Research** within 120 days to determine if the research was biased. Depending on the findings of the review, the **COI Committee** will update any reports previously submitted under Section IV.G (Reporting of Conflicts). If the **COI Committee** determines that the research was biased, the **COI Committee** will notify the Office of **Sponsored Projects Administration**. The Office of **Sponsored Projects Administration** will then promptly notify the Public Health Service entity funding the research and submit a Mitigation Report (as defined below) developed by the **COI Committee** in consultation with the Office of **Sponsored Projects Administration**.

#### Reporting of Conflicts

**PHS-Funded Human Subjects Research.** The Office of **Sponsored Projects Administration** will provide to the Public Health Service entity funding any **PHS-Funded Human Subjects Research** project an initial report on any financial **Conflict of Interest** or **PHS Financial Conflict of Interest** as follows:

- (a) prior to the expenditure of funds for a **PHS-Funded Human Subjects Research** project (unless the conflict is eliminated before such expenditure);
- (b) within 60 days of any such conflict arising in an ongoing **PHS-Funded Human Subjects Research** project; and
- (c) as required under Section IV.F (Expedited Action). The Office of **Sponsored Projects Administration** will provide an annual update on previously reported conflicts of interest for the duration of the **PHS-Funded Human Subjects Research** project.

The initial report will identify:

- (a) the **PHS-Funded Human Subjects Research** project and **Investigator**;
- (b) the entity with which the **Research Financial Interest** is held;
- (c) the nature and value of the **Research Financial Interest**;
- (d) in the case of a **Conflict of Interest** as defined in Part A of the policy, how the **Research Financial Interest** could compromise or reasonably appear to compromise the Professional Interests of the **Investigator**;
- (e) in the case of a **PHS Financial Conflict of Interest**, how the **Research Financial Interest** relates to the **PHS-Funded Human Subjects Research** project and the basis for the determination that a **PHS Financial Conflict of Interest** exists; and
- (f) a description of the management plan in place to address the **Conflict of Interest**.

Information to be reported concerning the management plan will include:

- (a) the role and duties of the **Investigator** with the **Conflict of Interest**;
- (b) the conditions of the management plan;
- (c) how the management plan will protect the research from bias;

- (d) the **Investigator**'s agreement to the management plan; and
- (e) how the management plan will be monitored.

Annual updates to the report will include information on the current status of the **Conflict of Interest** and any changes to the management plan.

Public Disclosure. If the **Investigator** of a **PHS-Funded Human Subjects Research** project who is the project director, principal **Investigator** or otherwise identified by the University as senior/key personnel on the grant application has been determined by the **COI Committee** to have a **Conflict of Interest** of a financial nature or a **PHS Financial Conflict of Interest**, (where the **Conflict of Interest** was disclosed and is still held by the project director, principal **Investigator** or senior/key personnel), then, the University will, prior to the University's expenditure of any funds under a PHS-funded research project, ensure public accessibility as provided herein to certain information about such conflicts of interest, by providing in writing, within five days of a valid request (<http://tulane.edu/counsel/upload/Request-for-Report-of-Financial-Conflict-of-Interest-2.pdf>):

- (a) the name, title and role of the individual with the **Research Financial Interest**;
- (b) the entity with which the **Research Financial Interest** is held; and
- (c) the nature and approximate value of the **Research Financial Interest**. When the University responds to such a request, the University will indicate in its written response that, "The information provided is current as of the date of the correspondence and is subject to updates, on at least an annual basis and within 60 days of the University's identification of a new financial **Conflict of Interest**; updates are not provided automatically, but may be requested". Such information regarding Conflicts of Interest of a financial nature and PHS Financial Conflicts of Interest is to be retained and available for three years from the date that the information was most recently updated and will be updated annually and within 60 days of the receipt of any new information.

#### Other Reporting and Corrective Action

Non-Compliance. If the **COI Committee** determines that the failure of an **Investigator** to comply with this policy or a management plan appears to have biased the design, conduct or reporting of **PHS-Funded Human Subjects Research**, the Office of **Sponsored Projects** Administration will promptly notify the Public Health Service entity funding the research of the corrective action taken or to be taken. The **COI Committee** will ensure compliance with any additional corrective actions imposed by the Public Health Service entity funding the research.

Disclosure. If the U.S. Department of Health and Human Services determines there has been non-compliant management or reporting of a **Conflict of Interest** of a financial nature or of a **PHS Financial Conflict of Interest** related to **PHS-Funded Human Subjects Research** to evaluate the safety and effectiveness of a drug, medical device or treatment, the **COI Committee** will require the **Investigator** to disclose the **Conflict of Interest** in each public presentation of the **PHS-Funded Human Subjects Research** and to request addenda adding the disclosure of the **Conflict of Interest** to previously published presentations of the **PHS-Funded Human Subjects Research**.



## PHS Subrecipients

The University shall require any PHS Subrecipient by contract to either comply with this policy or to comply with its own financial conflicts of interest policy if such policy is compliant with the **PHS-Funded Research Conflict of Interest** regulations. If the PHS Subrecipient will comply with this policy, **Subrecipient PHS Investigators** will be treated as **Investigators** for purposes of Section IV (Process) of Part C of this policy. **Subrecipient PHS Investigators**, however, will not have to provide information regarding **Leadership Roles** or **Secondary Commitments** on Form C. If the PHS Subrecipient will comply with its own conflicts of interest policy, the University will report any financial conflicts of interest related to **PHS-Funded Human Subjects Research** of **Subrecipient PHS Investigators** that have been reported by the PHS Subrecipient to the Public Health Service entity funding the research in accordance with Section IV.G (Reporting of Conflicts). Additional information on implementation of these provisions will be set forth in the University Subrecipient Monitoring Policy.

## Certification

**PHS-Funded Human Subjects Research.** The Office of **Sponsored Projects Administration** is responsible for certifying to the Public Health Service that the University: (i) has a written, up-to-date and enforced administrative process to manage conflicts of interest; (ii) promotes and enforces compliance for **Investigators** involved in **PHS-Funded Human Subjects Research** and manages conflicts of interest; (iii) provides ongoing reports to the Public Health Service; (iv) agrees to make information concerning disclosures of **Investigators** involved in **PHS-Funded Human Subjects Research** and review of the disclosures available to the U.S. Department of Health and Human Services upon request; and (v) fully complies with federal regulations at 42 C.F.R. Part 50 Subpart F and 45 C.F.R. Part 94.

**National Science Foundation Research.** In the case of National Science Foundation funding applicants, the Office of **Sponsored Projects Administration** is responsible for certifying to the National Science Foundation that all identified conflicts have been reviewed by the **COI Committee** and have been satisfactorily managed, reduced or eliminated prior to the University's expenditure of any funds under the National Science Foundation award.

## Appeal of the COI Committee Decision

Generally, **Investigators** who disagree with the **COI Committee's** findings and/or management strategy may appeal in writing to the Senior Vice President responsible for that **Investigator's** unit. A copy of the appeal must be sent to the **COI Committee**. The **COI Committee** will promptly notify the **IRB** of the appeal. The applicable Senior Vice President may agree with the **COI Committee's** findings and/or management strategy, or may amend such findings and/or strategy by, for example, strengthening or weakening the management strategies. The applicable Senior Vice President shall promptly notify the **Investigator** and the **COI Committee** of the conclusions of his or her review. The **COI Committee** will forward to the **IRB** a revised copy of its findings and management strategy should these require amendment as a result of the appeal. The **IRB** shall suspend its ultimate determination regarding the study pending the resolution of the appeal.

**IRB** Review. The **IRB** shall review the findings and management strategies of the applicable Senior Vice President when there has been an appeal. The **IRB** may accept the management strategies, or may strengthen them. If the **IRB** elects to strengthen the management strategies, it must document its reasons for doing so and submit a copy of its written report to the **COI Committee** and to the applicable Senior Vice President. The **IRB** must promptly notify the **Investigator** in writing of its determination regarding the **Investigator's Conflict of Interest**; the **Investigator** must then comply with the management strategies as modified by the **IRB**.

## **E. Audit and Sanctions for Non-Compliance**

At the request of a Senior Vice President of the University, an **Investigator** may be audited for the purpose of verifying whether the **Investigator** truthfully and accurately disclosed his or her **Leadership Roles, Secondary Commitments** and **Research Financial Interests** in Form C (and in any updates thereto), and for the purpose of verifying whether the **Investigator** is complying with the actions, if any, that were specified in the written report of the **COI Committee** (or applicable Senior Vice President where there has been an appeal, or **IRB** where management strategies were strengthened). An **Investigator** who fails to file a completed Form C with the **COI Committee** by the annual deadline, or who fails to comply with any other action specified by the **COI Committee** or applicable Senior Vice President (as modified by the **IRB**) will be subject to potential sanctions in accordance with applicable University policy and procedures. These sanctions may include formal admonition or censure; suspension or termination of the **Investigator's** eligibility for grant applications and/or **IRB** approval; non-renewal of appointment; prohibition on expending PHS funds; and/or dismissal.

## **F. Confidentiality**

All financial and other confidential information disclosed by **Investigators** pursuant to this policy will be maintained in strict confidence, unless the information must be disclosed under Section IV.G (Reporting of Conflicts). The **COI Committee** may disclose such information only to other University administrators defined as Designated Officials or personnel within the Office of **Sponsored Projects Administration** to carry out the purpose of this policy. No other uses or disclosures of the financial and other confidential information of an **Investigator** will be permitted, unless required by law.

## **G. Record Retention**

In the case of disclosures made by **Investigators** participating or planning to participate in **PHS-Funded Human Subjects Research**, the Office of **Sponsored Projects Administration** will retain all records related to the disclosure and review of an **Investigator's Research Financial Interests**, including any **Retrospective Review** or other actions taken, for at least three years from the date of submission of the final expenditure report to the Public Health Service or as otherwise required by 45 C.F.R. § 74.53(b) and § 92.42(b).

## **H. Additional Definitions and Descriptions**

**Mitigation Report:** Report submitted to the entity funding the **PHS-Funded Research** after a **Retrospective Review**. The Mitigation Report will include: the key elements noted in the

**Retrospective Review**, a description of the impact of the bias on the research and a description of the actions taken or planned to mitigate the effect of the bias.

**PHS Financial Conflict of Interest:** A set of circumstances in which a Financial Interest of a PHS **Investigator** could directly and significantly affect the design, conduct or reporting of related **PHS-Funded Research**.

**PHS-Funded Human Subjects Research:** Research involving human subjects that is funded by the Public Health Service or by an entity with Public Health Service-delegated authority, including the National Institutes of Health.

**Research Financial Interest:**

Any investments (whether in the form of debt, stock or other equity ownership, options or warrants to purchase stock or other securities or similar instruments) or interest in a **Sponsor**, research or health care-related organization;

Royalties on any patent or other intellectual property interests, unless paid by the University; Income, salary or remuneration in cash or in kind, emoluments, benefits, gifts, honoraria, travel expenses, goods or services received from a **Sponsor** or research or health care-related organization.

A **Research Financial Interest** does not include holdings in mutual funds or other equity funds in which day-to-day control of investments is held by a person not subject to this policy or any other University **Conflict of Interest** policy.

Please note that a **Research Financial Interest** has no dollar or ownership thresholds; therefore, any interest related to a **Sponsor** or to the research must be disclosed, however small.

**Retrospective Review:** Review of **PHS-Funded Research** when non-compliance has been found. Documentation of a **Retrospective Review** will include: the number and title of the research project; the names of the project director or lead **Investigator** and the **Investigator** with the **Conflict of Interest** of a financial nature or **PHS Financial Conflict of Interest**; the name of the entity with which the **Investigator** has the **Conflict of Interest** or **PHS Financial Conflict of Interest**; the reason for the **Retrospective Review**; detailed methodology of how the **Retrospective Review** was conducted; and the findings and conclusions of the **Retrospective Review**.

**Sponsor:** The entity that is Sponsoring or funding the research and the entity's affiliates and subsidiaries, and any entity that monitors research, collects or arranges data for research or otherwise performs any services related to or supporting research, including without limitation assisting in applications or responses to the United States Department of Health and Human Services and/or the United States Food and Drug Administration.

**Subrecipient PHS Investigator:** Any person responsible for the design, conduct or reporting of research funded by the Public Health Service and conducted by the University through a PHS Subrecipient.

## PART D

### A. Policy for Conflicts of Interest of Research Oversight Officials

*[All terms in Bold are defined either in Part A or this Part D.]*

#### Applicability

This policy applies to Research Oversight Officials (as defined below) responsible for research oversight at Tulane University. This policy defines Research Oversight Officials to include all Faculty and Staff of any institutional office or body (for instance, all **IRB**, IACUC, and IBC members) at the University who perform research oversight functions in which they exercise professional or administrative-level discretion.

#### Principles

Federal law and accrediting agencies require that **IRB** and IACUC members not have any conflicting interests in the research that they review. The University is concerned, as are various professional organizations, with the possible influence of such **Research Financial Interests** (as defined below) on research integrity and on the safety and welfare of subjects involved in research protocols regardless of the source of research funding. The University is also concerned with any Research **Leadership Roles** (as defined below) that may be held by Research Oversight Officials in any entities that **Sponsor** research, or that perform support, marketing, recruitment, data analysis, or FDA liaison activities for research. The University's policies therefore incorporate those concerns as well.

Consistent with federal laws and the ethical principles of research, Tulane University seeks to ensure that its Research Oversight Officials can carry out their responsibilities to protect the rights and welfare of subjects participating in research projects at the University. Since the University recognizes that Conflicts of Interest may occur during research, this policy is intended to assist Research Oversight Officials in determining when they have Conflicts of Interest in research and to guide them in disclosing all potential conflicts and then, as appropriate, cooperating in the management or elimination of the conflicts. While this policy governs the Conflicts of Interest of Research Oversight Officials at the University, it does not regulate disputes between two or more individuals, nor does it regulate disputes between one or more individuals and the University. Such disputes are to be resolved according to the University's established dispute resolution procedures.

Because **IRB** Members and other Research Oversight Officials have primary responsibility for protecting the safety and welfare of subjects participating in research at the University, it is the policy of the University that **IRB** Members and Research Oversight Officials, may not review any research protocol in which a decision to approve or disapprove the protocol could affect or reasonably be perceived to affect the **IRB** Member's or Research Oversight Official's or their **Immediate Family's**<sup>4</sup> **Research Financial Interests**. Research Oversight Officials whose

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<sup>4</sup> The applicable definition of **Immediate Family** can be found in the Definitions section of Part A of the Policy. Pursuant to relevant federal law, the Policy defines the term Immediate

**Research Financial Interests** or Research **Leadership Roles** could affect or reasonably be perceived to affect their review of a research protocol must reduce such interests, eliminate such roles, and/or recuse themselves from reviewing the protocol in accordance with Sections III.E and F below.

## **Process**

### Disclosure

All Research Oversight Officials must complete Form D of the Conflicts of Commitment and Interest Disclosure Form.<sup>5</sup> This form must be submitted to the member or official's department chair or dean in accordance with the process described in the Tulane University Policy on Conflicts of Commitment and Interest and must be updated on an annual basis (by January 31st of each year) for as long as the Research Oversight Official continues to supervise research at the University. Research Oversight Officials who are newly hired by or affiliated with the University must submit Form D of the Disclosure Form prior to beginning their research oversight duties, and must thereafter comply with the January 31st filing deadline. Research Oversight Officials must disclose any and all **Research Financial Interests** and/or Research **Leadership Roles** they or their **Immediate Family** may have. Research Oversight Officials must also indicate whether any of their Research **Leadership Roles** could affect, or appear to affect, their review of any particular research projects.

### Updating

If at any time over the course of the year one or more **Research Financial Interests** or Research **Leadership Roles** of a Research Oversight Official or their **Immediate Family** changes in any material way, the Research Oversight Official must promptly notify the **COI Committee** of that change by submitting a written statement detailing such change(s).

### Confidentiality

All financial and other confidential information disclosed by Faculty and Staff to the individuals described in Section III.A above will be maintained in strict confidence. The **COI Committee** may need to disclose information to other University administrators defined as Designated Officials in this policy to carry out the purpose of this policy. No other uses or disclosures of the financial and other confidential information of a Faculty or Staff member will be permitted, unless required by law.

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Family differently for members of the Tulane University Medical Group and other health care providers. Such members and health care providers must refer to the definition of **Immediate Family** that can be found in Part B of this policy regarding such definition. Note that for purposes of evaluating **Vendor** relationships, **Immediate Family** also includes parents, siblings, parents-in-law, and siblings-in-law.

<sup>5</sup> **Research Oversight Officials** who are also **Investigators** must complete Form C of the Annual Conflicts of Commitment and Interest Disclosure Form in their capacity as **Investigator**, and Form D in their capacity as a University research official. Please see Part C of the Policy.

### Review by the COI Committee

As promptly as practicable after the January 31st filing deadline, the **COI Committee** will review Form D of the Disclosure Form of the Research Oversight Official to determine whether the Research Oversight Official, or a member of his or her **Immediate Family**, possesses any **Research Financial Interests** or any Research **Leadership Roles** that could reasonably affect the Official's review of research. If the **COI Committee** concludes that the Research Oversight Official has no such **Research Financial Interests** and that the Official does not possess any Research **Leadership Roles** that could reasonably affect the Official's review of research, then the matter will go no further. If, however, the **COI Committee** concludes that the Research Oversight Official possesses one or more **Research Financial Interests**, and/or that the Official holds one or more Research **Leadership Roles** that could affect the Official's review of research, then the **COI Committee** will promptly inform the Official in writing of its determination and of the remedies that must be taken by the Official. A **Conflict of Interest** will be deemed to exist per se if the Research Oversight Official is an inventor or co-inventor of a product or method in a study undergoing review or continuing review by that Official, and/or where the Research Oversight Official is, or expects to be, included as an author on any publication relating to the study under review.

### Management or Elimination of Conflicts of Interests

Where a Research Oversight Official has one or more **Research Financial Interests**, the **COI Committee** will require that the Official reduce every such **Research Financial Interest** to a de minimis level. The Research Oversight Official has the discretion of selecting how to accomplish this obligation (e.g., partial divestiture of the official's **Research Financial Interests**, and/or partial divestiture of the **Research Financial Interests** of the official's spouse or dependent children), but the time-frame in which divestiture must occur will be stipulated by the **COI Committee** and ordinarily shall not be more than four weeks. Where a Research Oversight Official has one or more Research **Leadership Roles** that could affect his or her review of research, the **COI Committee** will require that the Official either terminate the Research **Leadership Role(s)** or recuse himself or herself from the review of any research protocol that could be affected by that role. While a Research Oversight Official may not review a study that is being funded by a **Sponsor** (as defined below) in which he or she holds a Research **Leadership Role**, Research **Leadership Roles** in other research-related organizations will be assessed on a case-by-case basis by the **COI Committee**. If a **Conflict of Interest** is deemed to exist based on the Research Oversight Official's status as an inventor or co-inventor of a product or method in a study undergoing review or continuing review by that Official, or is deemed to exist based on the Research Oversight Official's existing or expected status as an author on any publication relating to the study under review, the remedy will be recusal.

### Recusal

Research Oversight Officials must recuse themselves from reviewing a research protocol whenever they identify themselves as possessing a **Conflict of Interest** in relation to that protocol, and whenever they have been directed to do so by the **COI Committee** (or the Senior Vice President in the case of an appeal). In all cases, recusal must occur before the discussion of, and vote on, the research protocol in relation to which the Research Oversight Official has a

**Conflict of Interest.** Nevertheless, the Research Oversight Official may remain in the room prior to the discussion or vote in order to provide information relating to the protocol, and may, if he or she is an inventor and/or serves as an **Investigator** on that protocol, present or assist in presenting the protocol to the **IRB** Members.

#### Appeal of COI Decision

A Research Oversight Official who disagrees with the **COI Committee**'s findings and/or management strategy may appeal in writing to the Senior Vice President responsible for the research. A copy of the appeal must be sent to the **COI Committee**. An appeal may exist with regard to whether the Research Oversight Official's Research **Leadership Role** is likely to affect his or her review of research, but Research Oversight Officials may not contest the terms and conditions of this policy. The applicable Senior Vice President may agree with the **COI Committee**'s findings and/or management strategy, or may amend such findings and/or management strategy by, for example, strengthening or weakening the management strategy. The applicable Senior Vice President shall promptly notify the Research Oversight Official and the **COI Committee** in writing of the conclusions of his or her review, including the actions that must be taken by the Research Oversight Official to comply with this policy. Upon receipt of the applicable Senior Vice President's written report, the Research Oversight Official must promptly comply with the actions specified in that report.

#### **Audits and Sanctions for Non-Compliance**

If required by a Senior Vice President of the University, a Research Oversight Official may be audited for the purpose of verifying whether the Research Oversight Official truthfully and accurately disclosed his or her Research **Leadership Roles**, **Secondary Commitments** and **Financial Interests**, including **Research Financial Interests** in the Annual Research-Related Financial and Leadership Disclosure form (and in any updates thereto), and for the purpose of verifying whether the Research Oversight Official is complying with the actions, if any, that were specified in the written report of the **COI Committee** (or the Senior Vice President where there has been an appeal). A Research Oversight Official who does not comply with the actions specified by the **COI Committee** or the Senior Vice President will be subject to potential sanctions in accordance with University policy and procedures. These sanctions may include: formal admonition or censure; suspension or removal from the institutional research oversight body, and/or any other research oversight roles and responsibilities; non-renewal of appointment; and/or dismissal.

#### **Additional Definitions**

##### **Research Leadership Role:**

- (a) Employment in any executive or administrator capacity,
- (b) consulting in any executive or administrator capacity, or
- (c) serving as
  - 1) a member of a board of trustees, directors or administrators,
  - 2) an officer, or
  - 3) a member of an advisory committee, advisory board or subcommittee of a board of trustees, directors or administrators, whether remunerated or non-remunerated,

in a research **Sponsor** or research-related organization. A Research **Leadership Role** may be compensated or non-compensated.

**Research Financial Interest:**

- (a) Any investments (whether in the form of debt, stock or other equity ownership, options or warrants to purchase stock or other securities or similar instruments) or interest in a **Sponsor**, research or health care-related organization;
- (b) Royalties on any patent or other intellectual property interests, unless paid by the University;
- (c) Income, salary or remuneration in cash or in kind, emoluments, benefits, gifts, honoraria, travel expenses, goods or services received from a **Sponsor** or research or health care-related organization.

A **Research Financial Interest** does not include holdings in mutual funds or other equity funds in which day-to-day control of investments is held by a person not subject to this policy or any other any University **Conflict of Interest** policy.

Please note that a **Research Financial Interest** has no dollar or ownership thresholds; therefore, any interest related to a **Sponsor** or to the research must be disclosed, however small.

Research Oversight Official: Faculty and Staff of any institutional office or body (for instance, all **IRB**, IACUC, and IBC members) at the University who perform research oversight functions in which they exercise professional or administrative-level discretion. All Designated Officials in the Tulane University Policies on Conflicts of Commitment and Interest are also Research Oversight Officials. An **Investigator** is not a Research Oversight Official simply because he or she is an **Investigator**.

**Sponsor:** The entity that is **Sponsoring** or funding the research and the entity's affiliates and subsidiaries, and any entity that monitors research, collects or arranges data for research or otherwise performs any services related to or supporting research, including without limitation assisting in applications or responses to the United States Department of Health and Human Services and/or the United States Food and Drug Administration.



## B. Consulting and Other Extramural Activities

Every member of the faculty shall be given the opportunity to engage in private consulting work, professional or business activities within the restrictions specified by the division of the university in which the faculty member is appointed. As a general rule, the maximum expenditure of time on such outside activities should not exceed one day per seven-day week during the academic year. The faculty member is expected to inform the dean of the details of any extramural activity. No faculty member should accept employment or carry on professional or business activities that would bring the faculty member, as an expert or in any other capacity, into conflict with the interests of the university or would interfere with the performance of his or her primary responsibilities of teaching and research. At the end of each academic year, each full-time faculty member shall submit to the dean a report of extramural activities during the previous academic year, including:

- (a) Names of organizations for which such extramural activities have been conducted;
- (b) Names of business organizations in which the faculty member is an owner, partner, officer, director, or staff member.
- (c) The university assumes no responsibility for private consulting services, professional or business activities by faculty members. A faculty member must make it clear to private employers that consulting work is personal and not related to the university and that the name of the university is not to be connected with the service rendered or the results obtained. A formal agreement must be made between the appropriate university representative and the **Sponsor** for consulting projects requiring the use of university facilities.

Notwithstanding the above, faculty have the opportunity to accept a research assignment in another division or school for additional compensation upon consultation with the faculty member's home department chair and dean.

A faculty member may not receive payment for consultation or other service performed for other departments or schools within the university unless such payment is an integral part of the faculty member's salary.

## C. Photocopying Policy of Copyrighted Materials

The guidelines set forth in the Appendix\* are to be used to determine whether or not the prior permission of the copyright owner is to be sought for photocopying for research and classroom use. If the proposed photocopying is not permitted under the guidelines, permission to copy is to be sought. An explanation of how permissions may be sought follows the guidelines. After permission has been sought, copying should be undertaken only if permission has been granted, and in accordance with the terms of the permission except as provided in the next paragraph. The Doctrine of Fair Use may now or hereafter permit specific photocopying in certain situations, within limitations, beyond those specified in the guidelines in the Appendix or those that might be agreed to by the copyright owner. In order to preserve the ability of individual faculty members to utilize the doctrine of fair use in appropriate circumstances without incurring the risk of having personally to defend an action by a copyright owner who may disagree as to the limits of fair use, a faculty member who has sought permission to photocopy and has not received such permission (or has received permission contingent upon conditions that the faculty member considers inappropriate) may request a review of the matter by General Counsel. If upon review the General Counsel determines that some or all of the proposed photocopying is permitted by the copyright law, the General Counsel will so advise the faculty member. In that event, should any such photocopying by the faculty member thereafter give rise to a claim of copyright infringement, the University will defend and indemnify the faculty member against any such claim.

In the absence of the determination and advice of the General Counsel referred to above, or in the event that permission has not been first requested by the faculty member, no defense or indemnification by the University shall be provided to a faculty member whose photocopying gives rise to a claim of copyright infringement.

*\* The Guidelines in the Appendix were negotiated by education, author, and publishing representatives in 1976 and were incorporated in the House of Representatives report accompanying the Copyright Act of 1976. The introductory explanation of the guidelines in the House report describes their relationship to the doctrine of fair use as reprinted in the Appendix.*

## **D. Employment**

### **Equal Employment Opportunity Statement**

Tulane University is committed to providing equal employment opportunity to qualified persons without regard to race, color, sex, religion, national origin, age, disability, genetic information, sexual orientation, gender identify, gender expression, pregnancy, marital status, military status, veteran status or any other protected status or classification protected by federal, state or local law. This commitment to equality extends to all personnel actions, including recruitment, advertising for employment, selection for employment, compensation, performance evaluation, and selection for training or education, treatment during employment, promotion, transfer, demotion, discipline, layoff and termination. Discrimination on the basis of any protected classification will not be tolerated.

Tulane maintains a written affirmative action policy. Tulane invites qualified individuals with disabilities and disabled veterans, Armed Forces service medal veterans, recently separated veterans from all wars, and other protected veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized, to identify themselves if they wish to do so. Questions regarding Tulane's equal employment opportunity policy or its affirmative action policy should be directed to the Office of Institutional Equity.

Complaints of discrimination, harassment and/or retaliation must be filed in accordance with the policies set forth in Part X. Individuals must promptly report discrimination, harassment and retaliation so that prompt and appropriate action can be taken.

### **Anti-Discrimination Statement**

Tulane is committed to and encourages a diverse and inclusive community that respects and values individual differences. In support of this commitment, Tulane University prohibits discrimination in its employment practices and educational programs/activities on the basis of race, color, sex, religion, national origin, age, disability, genetic information, sexual orientation, gender identity, gender expression, pregnancy, marital status, military status, veteran status, or any other status or classification protected by federal, state or local law. Tulane University complies with applicable federal and state laws addressing discrimination, harassment and retaliation. Discrimination or harassment on the basis of any protected classification will not be tolerated.

Complaints of discrimination must be filed in accordance with the policies set forth in Part X. Individuals must promptly report discrimination so that prompt and appropriate action can be taken.

## **Appeals of Promotion or Tenure Decisions on Grounds of Discrimination**

If a faculty member appeals a promotion or tenure decision upon the grounds of discrimination, he/she has the right to designate a member of the Tulane University faculty to appear in an advocate position before the grievance committee at the school level and before the Committee on Faculty Tenure, Freedom and Responsibility at the University-wide level. This policy ensures representation of the faculty member's interest in order to mitigate against possible discrimination in the promotion/tenure decision process.

## **Multiple Family Members**

University policy permits the employment of more than one member of a family (as spouse, son or daughter), whether or not the employed are in the same department when the members are appointed on the basis of their capabilities and qualifications. However, a member of the same family should neither initiate nor participate in institutional decisions involving a direct benefit (initial appointment, retention, promotion, salary, leave, etc.) affecting a member of his or her family.

## **Foreign Nationals**

Deans and department chairs are urged to consult with the Center for Global Education about immigration regulations and visas before inviting international faculty and researchers to Tulane. The Center will process all applications to the Immigration Service for the employment of faculty and staff who are coming to the University in a non-immigrant status. Administrators should be advised that immigration and labor regulations for international faculty are complicated and require an extended period of time to be fulfilled. Thus, it is recommended that six months lead time be given when offering temporary positions. Applications for permanent residence must be initiated and carried through by the individual faculty member in consultation with the General Counsel's Office.

## E. Research Misconduct

### Introduction/Purpose\*

It is the responsibility of all researchers to conduct their professional activities according to high standards of scholarship. Their responsibility to the community at large demands that they be honestly and sincerely devoted to the ideals of discovery and dissemination of truth and knowledge. Research misconduct undermines the academic enterprise. Institutions engaged in research have a responsibility, not only to provide an environment that promotes integrity, but also to establish and enforce policies and procedures that deal effectively and expeditiously with allegations or evidence of misconduct.

In dealing with the problem of research misconduct, it is important not to create an atmosphere that might discourage openness and creativity. Good and innovative research cannot flourish in an atmosphere of oppressive regulation. Moreover, it is particularly important to distinguish fraud from the honest error and the ambiguities of interpretation that are inherent in the scientific process and are normally corrected by further research.

This policy applies to all employees, students or other persons within the organizational control of Tulane University at the time of the performance of the research in question. The primary goal of this policy is to assure professional and humane handling of allegations regarding research misconduct.

The federal Office of Science and Technology Policy (OSTP) issued a final federal research misconduct policy on December 6, 2000. That policy consists of a definition of research misconduct and basic guidelines to help federal agencies and federally-funded research institutions respond to allegations of research misconduct. This policy incorporates the definitions and guidelines of the OSTP research misconduct policy.

This policy is not designed to fully implement the National Science Foundation (NSF) or federal Public Health Service (PHS) research misconduct regulations as contained in 45 CFR Part 689 and 42 CFR Part 93, respectively. The Vice President for Research (VPR) administers separate policies and procedures which fully implement the NSF and PHS research misconduct regulations. The VPR policies will be followed whenever an allegation arises which involves research **Sponsored** by NSF or PHS. These policies may be found on the University Research Compliance officer's website located at <http://tulane.edu/asvpr/research-compliance.cfm> .

If there is conflict between the policy provisions contained herein and the policy of the federal funding agency for the research in question, the policy of the federal funding agency will be followed. If more than one federal agency policy is applicable, each agency will be kept apprised of the status of the investigation as required by the agency. If a conflict exists between federal agency provisions, the most restrictive applicable policy provision will be followed.

The procedures defined in this policy involve four stages:

- 1) An inquiry to determine which allegations or related issues warrant further investigation;

- 2) If warranted after such inquiry, an investigation to collect and thoroughly examine evidence;
- 3) A formal finding; and
- 4) Appropriate disposition of the matter.

This policy is not intended to override or supplant, but rather to be consistent with existing Tulane policies for employment and academic conduct. (See Dismissal Procedure, Art. VI.) In cases involving students alone, the Unified Code of Graduate Student Academic Conduct, <http://tulane.edu/ogps/upload/Unified-Code-of-GS-Academic-Conduct-11-14-07.pdf> or appropriate school code will be followed unless it involves research covered by a separate **Sponsor**-required misconduct policy. If a case involves both students and faculty or staff, all parties will be investigated under this policy (or the appropriate, **Sponsor**-required misconduct policy). With regard to the institutional review process for dealing with allegations of misconduct, Tulane is committed to:

- (a) Ensuring that the process used to resolve allegations of misconduct not damage the research process.
- (b) Investigating and resolving all charges. All respondents to allegations of research misconduct must cooperate with the division, Dean, or chief administrator undertaking inquiries or investigations into allegations of research misconduct. Even if the respondent leaves Tulane before the case is resolved, Tulane shall continue examination of the allegations and reach a conclusion. Further, Tulane shall cooperate with the processes of other involved institutions to resolve such problems.
- (c) Treating all parties with justice and fairness and being sensitive to their reputations and vulnerabilities. The Dean shall provide confidentiality for the individual who comes forward with an allegation of misconduct and shall take appropriate steps to protect the complainant against retaliation. Any individuals engaging in acts of malice or of retaliation shall be disciplined in accordance with appropriate institutional policies. The Dean shall work to assure that allegations of research misconduct have been brought in good faith and are not motivated by malicious intent.
- (d) Preserving the highest attainable degree of confidentiality compatible with an effective and efficient response. Strict confidentiality shall be maintained of all information gathered in an inquiry or investigation. This may include seeking assurances of the confidential treatment of such information prior to notifying **Sponsors** of research. If confidentiality is breached, the Dean responsible for the inquiry or investigation shall take reasonable steps to minimize damage to reputations that may result from inaccurate reports.
- (e) Maintaining the integrity of the process by painstaking avoidance of real or apparent **Conflict of Interest**. The Dean in charge of each stage of the process shall be responsible for assuring no real or apparent **Conflict of Interest**, bearing on the case in question, is possessed by individuals chosen to assist in the inquiry and investigative process.
- (f) Resolving charges in as expeditious a manner as possible.

- (g) Documenting the pertinent facts and actions at each stage of the process.
- (h) After resolving allegations, discharging its responsibilities both internally – to all involved individuals – and externally – to the public, the **Sponsors** of research, the scientific literature, and the scientific community, to the extent that it is appropriate and allowable. When allegations are not confirmed, the University shall undertake diligent efforts to restore the reputations of persons alleged to have engaged in this conduct, as well as to protect the positions and reputations of those who, in good faith, made such allegations.

## **Definition of Research Misconduct**

Research misconduct is a form of misconduct involving fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the academic research community for proposing, conducting or reporting research. It does not include honest error or honest differences in interpretation or judgments of data.

Furthermore, when allegations are made, difficulties can often arise in determining where – along the spectrum from error to fraud – a particular case will lie. The definition of research misconduct covered by this policy is as follows:

- a. Falsification of data – ranging from fabrication to deceptive selective reporting, including the purposeful omission of conflicting data with the intent to falsify results;
- b. Plagiarism – representation of another's work as one's own;
- c. Violation of Federal Regulations – material failure to comply with federal requirements that uniquely relate to the conduct of research.

## **Process for Handling Allegations of Research Misconduct**

### **(a) Initiation of an Inquiry**

All allegations of research misconduct should be reported to the Dean or chief administrator of the division in which the respondent researcher resides. The Dean shall take immediate and appropriate action as soon as misconduct has been alleged or is suspected. The Dean shall take interim administrative actions, as appropriate, to protect Federal funds and ensure that the purposes of the Federal financial assistance are carried out. Pursuit of the allegations should include discussion with the individual or individuals who made the allegation as well as with the researcher whose practices have been questioned. The researcher should be informed at the outset of the potential seriousness of the allegation and that he/she may wish to seek the advice of outside counsel.

If the Dean determines that the allegation is properly addressed through these policies and procedures designed to deal with research misconduct, inquiry procedures shall be discussed with the individual who has raised questions about the integrity of a research project. If this individual chooses not to make a formal allegation, but the Dean believes there is sufficient cause to warrant an inquiry, the matter shall be pursued under these policies and procedures.

(b) Inquiry

- 1) **Structure** – The Dean or chief administrator of the division in which the respondent researcher resides is the official responsible for conducting inquiries into allegations of research misconduct. The Dean may appoint a small ad hoc committee to provide advice relevant to the inquiry stage. Such a committee shall include individuals who have the necessary expertise to evaluate the evidence and issues related to the allegation, interview the principals and key witnesses, and conduct the inquiry. It is the responsibility of the Dean to insure that the inquiry is conducted in a fair and just manner. The Dean may delegate the responsibility for collecting part or all of the information to a member of his/her staff.
- 2) **Purpose** – The purpose of the inquiry will be, expeditiously, to gather and review factual information to determine if reasonable cause for investigation of the charge exists. The inquiry stage is not considered to be a formal hearing, but is designed to separate allegations deserving of further investigation from frivolous, unjustified, or clearly mistaken allegations.
- 3) **Process** - Upon initiation of an inquiry, the Dean is responsible for notifying the respondent within a reasonable time of the charges and the process that will follow. The Dean shall be responsible for disseminating information on the inquiry to appropriate individuals to include the Senior Vice President for Academic Affairs and Provost, the Office of the General Counsel, and the Vice President for Research. Notification should be made in writing and copies filed in the Dean's office. The safety and security of all documents must be assured. An inquiry conducted pursuant to this policy, but not otherwise subject to federal regulations or a separate **Sponsor** required policy, must be completed within 60 days of the initial written notification of the respondent. If it is anticipated that the established deadline cannot be met, a report providing the reasons for the delay and progress to date should be submitted, for the record, and to the respondent and appropriately involved individuals.
- 4) **Findings** - The inquiry phase will be completed when the Dean determines whether or not reasonable cause for investigation exists. A report shall be written that summarizes the process (including the evidence reviewed and interviews conducted) and state the conclusion of the inquiry. The respondent shall be given a copy of the written report and shall be informed by the Dean as to whether or not there will be further investigation. Comments on the report by the respondent may be made part of the record of the inquiry. The complainant shall be given the report, along with the respondent's comments. If the complainant chooses to renew the complaint, he/she shall prepare it in reasonable detail with the assistance of the General Counsel. The report shall be forwarded promptly to the Senior Vice President for Academic Affairs and Provost. The Senior Vice President for Academic Affairs and Provost will work with the Vice President for Research to notify sponsoring agencies as required by applicable statutes and/or contractual agreements.



(c) Investigation

- 1) **Purpose** - When a Dean finds that investigation is warranted, the purpose of the investigation shall be to explore further the allegations and determine where misconduct has been committed. The investigation should focus on accusations of misconduct as defined previously and examine the factual materials of each case. The institution's decision to initiate an investigation must be reported to the appropriate oversight officials, if federally required to do so. At a minimum, the notification should include the name of the person(s) against whom the allegations have been made, the general nature of the allegation as it related to the funding entity's definition of scientific misconduct, and identifying information for the pending or awarded grant. In the course of the investigation, broadening the scope of the investigation beyond the initial allegations may occur, if additional information emerges that justifies such action. The respondent shall be informed when significant new directions in the investigation are undertaken and shall be given adequate time to prepare a defense, if new developments so require. At any time during an investigation, The Dean shall take interim administrative actions, as appropriate, to protect the external funds and ensure that the purposes of the external financial assistance are carried out.
- 2) **Structure** - When a Dean finds that an investigation is warranted, the Dean will immediately notify the Senior Vice President for Academic Affairs and Provost and the Vice President for Research of his/her decision to initiate it. The Grievance Committee of the school in which the respondent researcher has his/her primary appointment shall be responsible for investigation of research misconduct allegations. The Dean will refer the matter to the Grievance Committee within thirty (30) days of determining that an investigation is warranted. Necessary and appropriate expertise shall be secured to carry out a thorough and authoritative evaluation by the committee. If additional technical expertise is needed, the Grievance Committee, in consultation with the Dean, shall appoint one to three additional members from the University community to provide such expertise. Outside researchers may be consulted as expert witnesses, but may not serve as members of the Grievance Committee. The Dean will also take precautions against real or apparent conflicts of interest on the part of members of the Grievance Committee. Such conflicts of interest may include: administrative dependency, close personal relationships, collaborative relationships, financial interest, and/or scientific bias. The committee members will be expected to state in writing that they have no conflicts of interest. Any member of the Grievance Committee with a real or apparent **Conflict of Interest** shall recuse him/herself from the committee for the particular investigation.
- 3) **Process** - Upon receipt of the inquiry findings that an investigation is warranted, and within 30 days of completion of an inquiry, the school Grievance Committee shall initiate a formal investigation and so notify the Dean, the Senior Vice President for Academic Affairs and Provost, Vice President for Research, the Office of the General Counsel, the complainant and the respondent. The researcher concerned, upon written request made within 10 working days following delivery of such notification, shall have the right to be heard by the school Grievance Committee. If a researcher does not

request a hearing or deny the charges within said 10-working day period, the school Grievance Committee must make recommendations for a disposition of the case on the basis of the evidence that it gathers. The accused is required to cooperate with the investigation and failure to cooperate may be taken into consideration by the committee. Members of the Grievance Committee must remove themselves from the case, if they deem themselves disqualified for reasons of bias or personal interest. Any members removed for this reason shall be replaced by the Chair of the Grievance Committee. The Office of the General Counsel shall be used in an advisory role throughout the process.

As soon as practicable, in any event no later than 10 days from the deadline for the respondent's request for a hearing, the Dean shall serve on the respondent a copy of the statement of charges and, if a hearing is requested by the respondent or determined to be necessary by the committee, written notice of the place and day of the hearing by the Grievance Committee. The hearing shall be fixed for a date not sooner than 20 working days nor later than 40 working days after delivery of the notice. The respondent may waive a hearing or may respond to the charges in writing at any time before the hearing. The respondent may also waive a hearing, but deny the charges or assert that the charges do not support a finding of research misconduct. In any such event, the school Grievance Committee shall investigate and evaluate all available evidence and make its findings and recommendations upon the evidence in the record before it. Normally, evidence will include, but not necessarily be limited to, relevant research data and proposals, publications, correspondence, and memoranda of telephone calls. Whenever possible, interviews should be conducted of all individuals involved either in making the allegation or against whom the allegation is made, as well as other individuals who might have information regarding key aspects of the allegations; complete summaries of these interviews should be prepared, provided to the interviewed party for comment or revision, and included as part of the **Investigatory** file.

Hearings shall be private, unless the Grievance Committee, the Dean and the respondent all agree that the hearing shall be public. During the proceedings, the respondent and the complainant shall have the right to have legal counsel present for the purpose of observation and advice, but outside counsel shall not be allowed to address the committee directly. Whenever an outside counsel is present, General Counsel must also be present. A verbatim record of the hearing(s) shall be made available to the respondent without cost.

The burden of proof rests with the University and should be based upon a preponderance of the evidence. The Grievance Committee shall grant adjournments of reasonable periods of time, not to exceed 10 days, to enable either party to investigate evidence about which a valid claim of surprise is made. The respondent shall be afforded an opportunity to present necessary witnesses in his/her defense and documentary of other evidence and the University shall, so far as this is possible, secure the cooperation of such witnesses and make available necessary documents and other evidence within the control of the University. The respondent, members of the Grievance Committee, and the Dean shall have the right to confront and cross-examine all witnesses. Where a witness cannot or will not appear, but the committee determines that the interest of justice requires admission of a statement, the committee shall identify the witness, and disclose the statement. The

Grievance Committee shall not be bound by strict rules of legal evidence and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.

Investigations should be completed within a reasonable time period, or within any time period required by the funding source. A reasonable time is defined as within 180 days from the initial meeting of the investigation committee, unless the reasons for delay are documented and approved by the VPR. This includes conducting the investigation, preparing the report of findings, making the draft report available to the subject of the investigation for comment, and submitting the report to the Senior Vice President for Academic Affairs and Provost for approval. It is recognized that the ability to complete an investigation within the applicable period will depend heavily upon factors such as the volume and nature of research reviewed and the degree of cooperation being offered by the subject of the investigation.

A request for an extension of the time period for completing the investigation for externally-funded research shall follow the policies and/or regulations of the funding source. If no externally funded research is involved, then requests for extension should be made to the Senior Vice President for Academic Affairs and Provost.

Investigations into allegations of research misconduct may result in various outcomes including:

- i. A finding of misconduct;
  - ii. A finding of serious scientific wrongdoing short of fraud;
  - iii. A finding that no scientific misconduct was committed, but serious scientific errors were discovered;
  - iv. A finding that no fraud, misconduct or serious error was committed.
- 4) Findings - The Committee shall submit a draft of its findings and its recommendation concerning the nature and severity of the disciplinary action in writing to the respondent for comment and rebuttal. The respondent will be allowed five (5) calendar days to review and comment on the draft report. The respondent's comments will be attached to the final report. The findings of the final report should take into account the respondent's comments in addition to all the other evidence. As promptly as practicable following receipt of the respondent's comments or expiration of the five day period set forth above, the Committee shall submit its findings and recommendation concerning the nature and severity of the disciplinary action in writing to the Senior Vice President for Academic Affairs and Provost who will be responsible for deciding what will be the outcome of the investigation, following the lapse of time necessary to allow an appeal, if one is filed. The Dean, Vice President for Research and respondent shall receive copies of the full report of the investigation. When there is more than one respondent, each shall receive all those parts that are pertinent to his/her role.

#### (d) Appeal

If the Grievance Committee recommends the dismissal of a faculty member, the Senior Vice President for Academic Affairs and Provost will refer the case to the Senate Committee on

Faculty Tenure, Freedom, and Responsibility for the initiation of dismissal proceedings as described herein. In all other cases, the respondent to the allegation of research misconduct may appeal the decision of the Grievance Committee to the Senate Committee on Faculty, Tenure, Freedom and Responsibility (FTFR), within 10 working days after a recommendation is rendered by the Grievance Committee. Appeals shall be restricted to the body of evidence already presented. To correct procedural errors or to consider the submission of new evidence, the case shall be remanded by the FTFR to the Grievance Committee. The two committees shall meet to discuss whatever differences may exist in their judgment of the case. If the disagreement cannot be resolved, separate recommendations shall be sent to the proper administrative officers. The Senate Committee on Faculty Tenure, Freedom and Responsibility shall complete its review and submit its recommendation within 40 days to the Senior Vice President for Academic Affairs and Provost, the Dean, the Vice President for Research, and the researcher(s) concerned.

(e) Disposition

- 1) Discipline - In cases in which the researcher has been judged guilty by the Grievance Committee, the Senior Vice President for Academic Affairs and Provost shall be responsible for determining the nature and severity of the disciplinary action. If dismissal of the researcher is recommended, such recommendation shall use normal dismissal procedures as described herein or in the Tulane Staff Handbook. Examples of disciplinary actions that may be taken by the Senior Vice President for Academic Affairs and Provost as a result of a finding of research misconduct include the following:
  - i. Removal from the particular project;
  - ii. Letter of reprimand;
  - iii. Special monitoring of future work;
  - iv. Suspension or exclusion of a graduate student;
  - v. Termination of employment of a staff member;
  - vi. Referral to the Senate Committee on Faculty Tenure, Freedom, and Responsibility for dismissal proceedings against a faculty member.
- 2) Notification of Concerned Parties and **Sponsoring Agencies** - The Vice President for Research will promptly notify the federal agencies, **Sponsors**, or other entities initially informed of the findings of the investigation. If the institution plans to terminate an inquiry or investigation for any reason without completing all relevant requirements of the applicable PHS regulations, the Vice President for Research will submit a report of the planned termination to the PHS Office of Research Integrity, including a description of the reasons for the proposed termination. Full details concerning PHS research misconduct **Sponsor** notification procedures are contained in the Tulane PHS Policy. If the institution plans to terminate an inquiry or investigation for any reason without completing all relevant requirements of the applicable NSF regulations, the institution will provide such information to the NSF OIG as is necessary to demonstrate that the termination of the inquiry or investigation is justified. Full details concerning NSF research misconduct **Sponsor** notification procedures are contained in the Tulane NSF policy. The Vice President for Research shall retain the findings of the investigation in a confidential and secure file. The report will include the actual text or an accurate summary of the views of any individual(s) found to have engaged in misconduct as well

as a description of any sanctions imposed and administrative actions taken by the institution.

In addition to notifying concerned parties and **Sponsoring** agencies, the Senior Vice President for Academic Affairs and Provost may also choose to notify:

- i. Co-authors, co-**Investigators**, collaborators;
  - ii. Editors of journals in which fraudulent research was published;
  - iii. Professional licensing boards;
  - iv. Editors of journals or other publications, other institutions, **Sponsoring** agencies, and funding sources with which the individual has been affiliated;
  - v. Professional societies; and
  - vi. Where appropriate, criminal authorities.
- 3) **Record Retention** - After completion of a case and all ensuing related actions, the Vice President for Research will prepare a complete file, including the records of any inquiry or investigation and copies of all documents and other materials related to such inquiry or investigation. The Vice President will keep the file for a minimum of three years after completion of the case to permit later assessment of the case or for the retention period required by the funding entity, whichever is longer. Federally authorized personnel will be given access to the records upon request and as required by federal regulations.

*\* This policy statement is based on and draws heavily from the language of the report "Framework for Institutional Policies and Procedures to Deal with Fraud in Research," authored by the Association of American Universities and the National Association of State Universities and Land-Grant Colleges.*

## **F. Intellectual Property Policy and Procedures**

### **1. Introduction**

The creativity of human beings is manifested in fields as diverse as science and technology, literature and the humanities, and the fine and applied arts. Intellectual property comprises the legal vehicles that make possible the ownership and control of some of the fruits of this creativity, providing an incentive both to be creative and to make such fruits public. As a result of recent changes in the laws governing intellectual property and in the conditions governing federal grants and contracts, and of increased cooperation in research and development between universities and business, the volume of intellectual property being created in universities has increased significantly. This increase has made apparent the complexity of the issues related to the ownership, control and use of such property. This policy is designed to achieve the following objectives:

- (a) Encourage the creative endeavors of all members of the Tulane University community;
- (b) Safeguard the rights and interests of all relevant parties (including the University itself) in the creative products of those associated with the University;
- (c) Facilitate the dissemination and use of the findings of academic research so as to benefit the public at the earliest possible time;
- (d) Provide machinery by which the significance of the findings of academic research may be determined and, when appropriate, their public use facilitated;
- (e) Assist in the negotiation and preparation of contracts with outside **Sponsors**, collaborators and licensees, and support the fulfillment of the terms of those contracts;
- (f) Provide for the equitable distribution of benefits resulting from intellectual property among the various parties with interests in it.

### **2. Definitions**

Throughout this document, words and phrases shall be deemed to have their customary meanings. Notwithstanding this, and by way of illustration only, the following list of definitions is provided. This list is not intended to be exhaustive.

**2.01 COPYRIGHT:** is the set of exclusive legal rights, as defined by law, that subsist in relation to an original work of authorship.

**2.02 EMPLOYEES:** means all full-time and part-time employees of Tulane University, whether faculty members, staff or students.

**2.03 FACULTY:** means all employees who meet the definition of "faculty members" contained in the most recent version of Tulane University's Faculty Handbook.

**2.04 INTELLECTUAL PROPERTY:** means property in intangibles that are developed or chiefly guided by the intellect of their creators. It includes, but is not limited to, patents, trade secrets, copyrights, mask work rights, trademarks, and rights in tangible research materials.

**2.05 MASK WORK RIGHTS:** are the exclusive legal rights, as defined by law, that subsist in relation to a mask work fixed in a semiconductor chip product.

**2.06 MEDICAL CENTER:** includes the schools, clinics, institutes, divisions, or other organization components of Tulane University that are under the administrative authority of the Senior Vice President and Dean, School of Medicine. This includes, as examples, the School of Medicine, and the Tulane National Primate Research Center.

**2.07 PATENT:** means a patent issued by the United States Government or by any foreign government securing to an inventor for a limited time a set of exclusive legal rights in relation to his invention; it includes applications for patents, divisionals, reissued patents, continuations, and continuations-in-part of patents and applications therefore.

**2.08 STAFF:** means all employees of Tulane University who are not faculty members or students.

**2.09 STUDENTS:** means all persons enrolled in a course of study, full-time or part-time, in any division of Tulane University, its schools or colleges. A "COVERED STUDENT" means a student to whom this policy applies, as defined by Section 3b.

**2.10 TANGIBLE RESEARCH MATERIALS:** means tangible items produced in the course of research projects (such as a cell line or a radioimmunoassay), but not any information embodied in such items. It does not include tangible items that embody information as to which the University has no ownership rights, or as to which it waives and releases its ownership rights under Section 6.02.

**2.11 TRADE SECRETS:** means information, whether patentable or not, and including a formula, pattern, compilation, program, device, method, technique, process or know-how, that is protected by law.

**2.12 UNIVERSITY:** The Administrators of the Tulane Educational Fund is the corporate entity of Tulane University. "University" shall refer to Tulane University, its component divisions, centers and institutes, or its officers.

**2.13 UNIVERSITY FACILITIES:** means any facility including funding, equipment, and material, available to a person as a direct result of that person's affiliation with the University, which would not be available to a non-University person on the same basis.

**2.14 UNIVERSITY OFFICIAL:** means any officer of the University who is designated by the President to perform any task in relation to this policy on behalf of the University.

**2.15 UPTOWN CAMPUS:** includes all components of Tulane University other than the Medical Center.

### **3. Applicability**

This policy applies to:

- (a) all University employees, whether faculty members, staff or students;
- (b) all graduate students (i.e., post-baccalaureate) enrolled at the University, in respect only of their activities as such;
- (c) all Residents and Fellows of the University;
- (d) any person, other than an employee, a student, a Resident, or a Fellow of the University, who is aided by University facilities or staff, or by funds administered by the University, subject always to Section 11, below; and
- (e) any person, other than an employee, a student, a Resident, or a Fellow of the University, who is working at the University by virtue of a grant from, or a contract with an outside body, whether governmental or private, subject always to Section 11, below.

Upon prior written agreement with the University, this policy may also be applied to persons who do not fall into any of the above categories.

#### **3.01 Condition of Employment, Enrollment and Support**

This policy, as amended from time to time, shall become a part of the conditions of employment of every employee, and of the conditions of enrollment and attendance of every covered student, whether such employee or student was employed or enrolled, as the case may be, before or after its adoption.

#### **3.02 Existing Intellectual Property**

This policy shall be applied only to intellectual property coming into existence on or after the date of its adoption. Intellectual property coming into existence prior to the adoption of the revision on April 2, 2001 shall however continue (a) to be subject to any definition of "net income" previously applicable to it, and (b) to be governed by any applicable agreements in force among the University, its personnel, the external **Sponsors** of its research programs, or any two or more of them. In any such case, however, the persons concerned may avail themselves of the benefits of this policy by notification to the Senior Vice President for Academic Affairs and Provost, the Senior Vice President and Dean, School of Medicine, or their respective designee(s), as appropriate.

### **4. Intellectual Property in General**

In general, and without prejudice to any of the specific provisions contained herein, the University, and every person to whom this policy applies, agree that all intellectual property that is created by an employee within the scope of his or her employment, or by a covered student or a Resident or a Fellow within the scope of his or her activities as such, or by any other person who is aided by University facilities or staff, or by funds administered by the University, or is working at the University by virtue of a grant from, or a contract with, an outside body, whether government or private (subject always to Section 11, below), shall be the property of the University. A condition of employment, enrollment, and attendance or support shall be that the ownership rights in every such intellectual property shall, where necessary, be assigned by the individual creator to the University in consideration of the University agreeing to share the net



income actually received from such property in accordance with Section 9, below, and to deal with such property in accordance with Section 10, below.

This assignment shall be made in a manner determined by the University in accordance with this policy. The University shall have no ownership rights in respect of intellectual property that does not fall within the definition given above; however, the creator may, if he or she so desires, offer such intellectual property to the University. If accepted, it shall be treated in the same way, and be subject to the same procedures, as intellectual property owned by the University, unless otherwise agreed upon.

Every person to whom this policy applies shall disclose to the University, in accordance with the procedures set out in Section 10.01, below, any intellectual property created by him or her.

## **5. Patents**

The area of scientific and technological inventions and discoveries presents, in an especially acute form, many of the difficulties that arise in connection with creative works of all kinds produced by members of the Tulane University community. The disproportionate expenditure of common University resources on the research leading to inventions and discoveries, the potential for their significant commercial exploitation, and the frequent involvement of outside governmental and private sponsors who wish to impose conditions to safeguard their own interests, are such that the University has an important interest, academic as well as economic, in coordinated the activities of faculty members and other employees in this area. In recognition of this interest, and of the interests of those conducting scientific research as well as of those who are their departmental colleagues, the University, and every person to whom this policy applies, agrees that the ownership rights to inventions and discoveries shall be dealt with in the manner described below.

### **5.01 Ownership Rights**

Every invention or discovery or part thereof that is made by an employee within the scope of his or her employment, or by a covered student or a Resident or a Fellow with the scope of his or her activities as such, or by any other person who is aided by University facilities or staff, or by funds administered by the University, or is working at the University by virtue of a grant from, or a contract with, an outside body, whether governmental or private (subject always to Section 11, below) shall be the property of the University. A condition of employment, enrollment, and attendance or support shall be that the ownership rights in every such invention or discovery shall be assigned by the individual inventor or discoverer to the University in consideration of the University agreeing to share the net income actually received from such invention or discovery in accordance with Section 9, below, and to deal with such invention or discovery in accordance with Section 10, below. This assignment shall be made in a manner determined by the University in accordance with this policy.

The University shall have no ownership rights in respect of an invention or discover that does not fall within the definition given above; however, the inventor or discoverer may, if he or she so desires, offer such an invention or discovery to the University. If accepted, it shall be treated in the same way, and be subject to the same procedures, as an invention or discovery owned by the University, unless otherwise agreed upon.

### 5.02 Waiver and Release of Ownership Rights

The University, where it is free to do so and after consultation with the individual inventor or discoverer, may in its discretion and upon such terms as it deems fit, cause its ownership rights in an invention or discovery to be waived and released to the inventor or discoverer, subject always to its retention of income rights as set out in Section 9.02 below. The University shall, in such a case, execute all documents necessary to enable the individual concerned to undertake protective measures and to make arrangements for the development and commercial exploitation of the invention or discovery.

### 5.03 Disclosure

Every person to whom this policy applies shall disclose to the University, in accordance with the procedures set out in Section 10.01, below, every invention or discovery made by him or her.

## **6. Copyrights**

Creative works that are protectable by copyright belong, under the general law, to an employer if they are created by an employee within the scope of his or her employment. In common with universities generally, however, Tulane has never sought to assert its ownership rights in respect of books and articles written by faculty members. This waiver of rights rests predominantly upon the view that scholars should have unfettered freedom to communicate with others and to convey information to them, whether in the form of research findings, ideas, opinions, advice, or instruction, for any purpose of their choosing.

In recent years, the kinds of work that are copyrightable, as well as the number of media in which any copyrightable work can be created, have increased greatly, so as to include, for example, all kinds of video and audio tapes, microfilms, and computer programs. In many cases, a work created in a new medium is the same, in all essentials, as a book or article of the traditional kind, in that its primary concern is communication with others, and appropriately, such a work should be treated in the same way as books and articles have always been treated. But in many other cases, a copyrightable work in a new medium is not primarily concerned with the communication of the information in that work, but is instead primarily utilitarian or functional, such as a computer program that controls the operation of an industrial or commercial process. With respect to this latter kind of work, the considerations that have historically justified the University's refusal to assert its ownership rights do not exist. Such a work is much more closely akin to a scientific or technological invention or discovery, and shall be dealt with by this policy in an analogous manner.

### 6.01 Ownership Rights

Every copyrightable work or part thereof that is created by an employee within the scope of his or her employment, or by a covered student or a Resident or a Fellow within the scope of his or her activities as such, or by any other person who is aided by University facilities or staff, or by funds administered by the University, or is working at the University by virtue of a grant from, or a contract with, an outside body, whether governmental or private (subject always to Section 11, below), shall be the property of the University. A condition of employment, enrollment,

attendance or support shall be that the ownership rights in every such work shall, where necessary, be assigned by the individual creator to the University in consideration of the University agreeing to share the net income actually received from such work in accordance with Section 9, below, and to deal with such work in accordance with Section 10, below. This assignment shall be made in a manner determined by the University in accordance with this policy. The University shall have no ownership rights in respect of a copyrightable work that does not fall within the definition given above; however, the individual creator may, if he or she so desires, offer such a work to the University. If accepted, it shall be treated in the same way, and be subject to the same procedures, as a work owned by the University, unless otherwise agreed upon.

#### 6.02 Waiver and Release of Ownership Rights

- (a) The University shall, in all cases where it is free to do so, unconditionally waive and release its ownership rights in respect of any copyrightable work that is concerned primarily with the communication of the scholarly or artistic information in that work, or that is a musical composition or a work of fine art, provided the creation of such copyrightable work does not involve the extraordinary use of University resources or facilities. In cases where this proviso is applicable, the University may, by separate and explicit agreement with the author of the work, retain some or all of its rights in relation to such work, subject to such conditions as may be agreed with the author.
- (b) The University may, where it is free to do so and after consultation with the individual creator, entirely in its discretion and upon such terms as it deems fit, cause its ownership rights in respect of any other kind of copyrightable work to be waived and released to the individual creator, subject always to its retention of income rights, as set out in Section 9.02, below. In particular, the University may, as a condition of the release of its ownership rights, require the grant to it of a non-exclusive, royalty-free license to use the work in connection with its research and teaching activities.
- (c) The University shall, in every case in which it waives and releases its ownership rights in a copyrightable work, execute all documents necessary to enable the individual creator to undertake protective measures and to make arrangements for the development and exploitation of the work.

#### 6.03 Disclosure

Every person to whom this policy applies shall disclose to the University, in accordance with the procedures set out in Section 10.01 below, every work created by him or her (except works that are books, articles, musical compositions, or works of fine art and do not involve the extraordinary use of University resources or facilities), whatever its subject matter and whatever the medium in which it has been created.

### **7. Tangible Research Materials**

All tangible research materials that are produced in the course of research carried on at, by, or with the support of the University, shall (subject always to Section 11, below) be the property of the University. All such tangible research materials shall be disclosed to the University in a manner analogous to the procedure set out in Section 10.01, below.

## **8. Trademarks**

Trademarks, service marks, trade names or other identifiers relating to the University, its activities and its products, and whether registered or unregistered, shall be the exclusive property of the University. No steps may be taken to secure any of them to any other person, whether by use or registration, without the approval of a University officer.

## **9. Distribution of Income from Intellectual Property**

The income derived from all intellectual property created by persons to whom this policy applies shall be distributed in the manner set out below. This distribution gives due recognition to the creative contributions of the individuals concerned, to the claims of their closest academic colleagues, and to the interests of the wider University community by which they have been nurtured and supported.

### **9.01 Intellectual Property Retained by the University**

- (a) In every case in which the University does not waive and release its ownership rights to intellectual property, it shall share the net income actually received by it from such property equally with the individual creator of that property. The creator, or the estate of the creator, shall continue to be entitled to this one-half share, notwithstanding his or her death or the termination of his or her employment at Tulane.
- (b) Net income from a particular intellectual property is defined as gross proceeds from that intellectual property less allowable deductions.
- (c) Gross proceeds from intellectual property means gross royalties, licensing fees or similar payments actually received from the sale, assignment, licensing or other exploitation of the intellectual property concerned, including equity participation in a company, but excluding research funding specifically earmarked for the furtherance of research activities or research programs at the University.
- (d) Allowable deductions comprise:
  - i. all direct expenditures made for the purpose of protecting or exploiting that property and
  - ii. 15% of remaining gross proceeds from intellectual property, after deduction of 1), above, for the support of the Office of Technology Transfer and Intellectual Property Development.
- (e) The allowable deduction for the support of the Office of Technology Transfer and Intellectual Property Development shall be used for the following purposes, in order of priority:

- i. to pay for any current and accumulated liabilities incurred on behalf of the Office of Technology Transfer and Intellectual Property Development;
  - ii. to pay the annual operating expenses of the Office of Technology Transfer; and Intellectual Property Development and
  - iii. to support a seed research fund under the direction of the Committee on Research.
- (f) The University's one-half share shall be distributed to the Uptown campus or to the Medical Center, depending on where the individual creator of the intellectual property has his or her appointment and/or employment, and the distribution shall be dedicated in the manner set out below. If the individual creator has an appointment and/or is employed at both campuses, the University's share shall be distributed between the two campuses in proportion to their respective contributions to the individual creator's salary, and the distributions shall be dedicated in the manner set out below. If the intellectual property concerned has been jointly created by individuals appointed and/or employed at different campuses, the University's share shall be distributed between the two campuses in the same proportion as the one-half share of the joint creators, as set forth in a revenue sharing agreement to which the University and each of the joint creators shall be party, and the distribution shall be dedicated in the manner set out below.
  - i. Seventy percent of each distribution to a campus shall be retained by that campus or by such appropriate sub-unit of that campus as is established under any decentralized management center adopted at that campus, unrestricted as to use.
  - ii. The balance (thirty percent) of each distribution to a campus shall be made available to the department, section, or research activities of the individual creator or creators appointed and/or employed on that campus or on that sub-unit, as the case may be, according to their particular needs and circumstances as determined by the Senior Vice President for Academic Affairs and Provost, the Senior Vice President and Dean, School of Medicine, or their respective designee(s), as appropriate, in consultation with the individual creator(s) and the appropriate dean(s) or director(s).

## 9.02 Intellectual Property Not Retained by the University

In every case in which the University is free to, and does, waive and release its ownership rights to intellectual property, the individual creator shall be its owner and may take appropriate measures for its protection or exploitation. The University shall execute all documents necessary to enable the creator to proceed. Where the University is obliged to waive and release its rights unconditionally, in accordance with Section 6.02(a) above, it shall not be entitled to any share of the income derived from the released intellectual property. But where the University waives and releases its rights as a matter of discretion, in accordance with Sections 5.02 or 6.02(b) above, it shall be entitled to a share of the income derived from the released property as follows, unless some other distribution is agreed with the individual creator:

- (a) The University shall not be entitled to any share of the first \$10,000 of net income (as defined in Section 9.01 above) derived from the creator's share of the released property.
- (b) The University shall be entitled to fifteen percent of all net income in excess of \$10,000 derived from the creator's share of the released property.

The University's share of the net income from released intellectual property shall be distributed to the two campuses in the same way as its share of the net income from intellectual property that has not been released, as set out in Section 9.01(d) above. Each such distribution to a campus shall be retained by that campus, unrestricted as to use.

## **10. Procedures and Administration of Policy**

The Senior Vice President for Academic Affairs and Provost, the Senior Vice President and Dean, School of Medicine, or their respective designee(s), as appropriate, shall be responsible for the implementation and administration of this policy. In cooperation with the General Counsel and the Senate Subcommittee on Patents, these offices shall develop, disseminate and implement policies and procedures relating to intellectual property. In addition, they shall, in relation to intellectual property owned and retained by the University, and may, in relation to other intellectual property:

- (a) Assist in the identification of protectable intellectual property.
- (b) Coordinate the process of seeking appropriate protection of intellectual property, and assist faculty and staff in this regard.
- (c) Respect the interests of the individual creator of intellectual property, and insure that he or she shall be a working partner in the process of obtaining protection, and carrying out the exploitation or development of the intellectual property.

### **10.01 Disclosure Procedures**

- (a) Every person to whom this policy applies shall (as required by Sections 5.03 and 6.03 above) report promptly to the Office of Technology Transfer and Intellectual Property Development any invention, discovery or other creative work made by him or her that is subject to the obligation of disclosure. This disclosure shall be made on confidential disclosure forms, which are available upon request. If additional information is required, the Office of Technology Transfer and Intellectual Property Development shall so notify the individual creator, and shall specify the type of information it requires. Upon the receipt of sufficient information, or upon the expiration of ninety (90) days from the date of an inquiry as to sufficiency by the creator to which there has been no response by the Office of Technology Transfer and Intellectual Property Development, whichever is earlier, the disclosure shall be deemed complete.
- (b) The Office of Technology Transfer and Intellectual Property Development shall notify the individual creator whether it wishes to retain the intellectual property in the disclosure or whether the University is obliged (under Section 6.02(a), above) or voluntarily wishes (under Sections 5.02 and 6.02(b), above), to waive and release its ownership rights. Such notification may be demanded by the individual creator at any time after the receipt of a complete disclosure, and if so demanded, shall be given no later than ninety (90) days after the making of the demand.

#### 10.02 Procedures for the Protection, Development and Exploitation of Intellectual Property

The University shall, in respect of intellectual property owned and retained by it, take all appropriate and reasonable measures to protect the property and exploit or otherwise develop it, and shall, upon request provide the individual creator with a written report describing the measures it has taken. In the event that the University decides subsequently not to take such measures, and to abandon the property, it shall notify the individual creator promptly of its decision. In respect of intellectual property not owned by the University, or owned by it but not retained by it, or owned and retained but subsequently abandoned by it, the University may assist the individual creator in taking, at his or her own expense, the measures necessary for the protection, exploitation and development of the property.

#### 10.03 Resolution of Disputes

Any disputes arising under this policy, between the University and any person to whom this policy applies, shall in the first instance be referred to, and considered by, the Senior Vice President for Academic Affairs and Provost, the Senior Vice President and Dean, School of Medicine, or their respective designee(s), as appropriate. If the dispute is not resolved thereby, it shall be referred to, and considered by, the Senate Subcommittee on Patents, which shall report its findings and recommendations to the President or the President's designee.

### **11. Agreements with Outside Bodies**

Nothing in this policy shall affect the validity or operation of any grant or sponsored research and/or publication agreement between an outside body (whether governmental or private) on the one hand, and the University, or any person to whom this policy applies, on the other. In particular, this policy shall not in any way affect any provisions in such a grant or agreement relating to the ownership, control, and administration of intellectual property resulting from the performance of the grant or agreement.

## **G. Off-Campus Speaking**

A university professor enjoys the same civil rights as every citizen, including the right to speak according to his or her conscience in public and private.

When members of the Tulane faculty speak as experts, i.e., within their own professional areas, they are entitled to identify themselves as members of the University. When they speak as laymen, they should not use their University associations.

When speaking as individuals, as either experts or laymen, they are expected to avoid giving any impression that they are representing the University.



## H. Research and Scholarship

### Introduction

All tenured and tenure-track faculty members are required to engage in research, scholarship or creative efforts in the field of their specialty and to present the results of their endeavors in publications or other appropriate forms. The spirit of research permeates all genuine University teaching. (Note also pertinent provisions in Statement on Academic Freedom, Tenure and Responsibilities, e.g., Article X, Sections 2 and 3.)

### Research Oversight

- (a) Vice President for Research. The Vice President for Research (VPR) serves as the senior research officer for Tulane University. The mission of the VPR is to enhance the level of scholarly accomplishment, intellectual environment and national reputation of Tulane University by fostering excellence in research, scholarship and creative endeavor. The objectives of the VPR are to provide leadership for advancing the research goals of the university, to expand the base of nationally competitive research activity in a manner compliant with government regulation, and to elevate the national visibility and reputation of Tulane University faculty for excellence in scholarly and creative accomplishment.
- (b) University Research Compliance Officer. On behalf of the VPR, the University Research Compliance Officer acts to oversee and ensure research compliance with regulations applicable to the use of human and animal subjects, biological safety, pre-award grants administration, and export controls for research projects. In this capacity, the University Research Compliance Officer ensures that all research conducted at the University adheres to the applicable federal and state regulations, as well as accreditation standards.
- (c) Office of Research Administration. The Office of Research Administration assists faculty in identifying **Sponsors** from which research support can be obtained; provides advice on the development of proposals; assists in preparing budgets; serves as the Authorized Organizational Representative for both paper and electronic proposal submissions; and develops and implements policies involving the financial and administrative aspects of sponsored projects.

Routing Proposals for Extramural Funding. Projects should be undertaken according to the concern and competence of the project director (Principal **Investigator**) and the judgment of peers. To assure that all extramurally funded projects are consistent with the University's mission and that all resource commitments required of the University are appropriate, proposals for extramural funding must be routed in accordance with the current policy using the Proposal Routing Form. The Proposal Routing Form contains assurances, as required by federal regulations, including debarment and project-specific conflicts of interest and must be signed by the Principal **Investigator**.

**Investigator's Manual.** The Office of Research Administration has prepared the

**Investigator's** Manual to guide **Investigators** in managing their awards and identifying special issues related to **Sponsored** research. When Tulane University accepts a **Sponsored** project it assumes certain obligations imposed by the **Sponsor**, or by government regulation, such as the fiscal management and accountability of research awards, and the ethical treatment of research subjects. The **Investigator's** Manual provides information for administering awarded **Sponsored** projects in accordance with both the practices and policies of Tulane and the regulations of the **Sponsoring** organizations.

- (d) Human Research Protection Office. The Tulane University Human Research Protection Office is charged with protecting the rights and welfare of human research participants through its Human Research Protection Program. The Human Research Protection Office administers and facilitates the Institutional Review Boards (**IRB**) to ensure that Tulane University is compliant in its efforts to protect the safety and well being of human research participants according to federal guidelines and regulations. The Office assists **Investigators** with **IRB** processes designed to guarantee that all research activities are compliant with regulation and responsive to good research practices.

Institutional Review Boards (**IRB**). The Tulane University Biomedical **IRB** and Social/Behavioral **IRB** are charged with a two-fold mission:

To ascertain and certify that all research studies reviewed by the **IRB** conform to the regulations and policies set forth by the U.S. Department of Health and Human Services (DHHS) and/or U.S. Food and Drug Administration (FDA) regarding the health, welfare, safety, rights, and privileges of human research subjects.

To assist **Investigators** in conducting research that complies with ethical standards and principles set forth by the DHHS and/or FDA in a way that permits successful completion of research involving human subjects.

- (a) Institutional Animal Care and Use Committee (IACUC). The charge of the IACUC, mandated by Office of Laboratory Animal Welfare of the National Institutes of Health and by the U.S. Department of Agriculture, is to ensure the humane care and use of animals in research in a manner compliant with government guidelines and regulations. In compliance with federal law, an IACUC has been established for each Tulane University campus. Guided by the goal of assuring humane care and use of animals used in research, Committees review new and continuing animal use protocols, inspect facilities and laboratories, and monitor veterinary care, training and occupational health and safety programs at Tulane University. The IACUC provides assistance to **Investigators** with the planning and conducting of animal experiments in accordance with the highest scientific, humane and ethical principles.
- (b) Office of Biosafety. The Office of Biosafety is charged with ensuring the safety of personnel and facilities engaged in research involving biological materials at Tulane University. The objective of the Office of Biosafety is to minimize the health risk to those involved in research utilizing recombinant DNA, infectious agents, and biological

toxins, and in turn to protect the greater Tulane University community, the general public, and the environment. The Office of Biosafety, in cooperation with the Institutional Biosafety Committee, is charged with oversight of regulatory compliance at Tulane University regarding the use and storage of hazardous biological materials. The office assists Principal **Investigators** in registering their research with the Institutional Biosafety Committee, in developing safe research protocols, and by facilitating the acquisition of all required regulatory approvals and permits.

## **The Committee on Research**

- (a) Function The Committee on Research is composed of six faculty members chosen by the Senate Committee on Committees and is chaired by the Vice President for Research. Its function is to promote an active research environment and to provide guidance in the conduct of research through enlightened research administration policies. The Committee on Research performs some functions through two subcommittees as follows.
- (b) Subcommittees of the Committee on Research
  - 1) Patents: A policy on intellectual property precedes this section on research and scholarship. Members are appointed by the Committee on Research.
  - 2) Research Fellowships: The Subcommittee on Research Fellowships conducts an annual, merit-based competition to award research fellowships to faculty. It also conducts regular competitions to award funds in support of international travel in conjunction with faculty professional development activities. Members are appointed by the Committee on Committees.

## **Restrictions on Publications**

The primary mission of the University is the growth and transmission of knowledge. Toward this end, the right of faculty members to pursue their chosen path of inquiry and to disseminate the results freely is aggressively protected. In turn, faculty members are strongly encouraged to make the results of their research freely available to students, colleagues, and the public.

It is realized that undertaking certain types of research may require entering into nondisclosure agreements. However, faculty are urged to avoid involvement in projects, especially classified projects, that restrict academic communication. Generally, the University will not approve grants or contracts that restrict publication of research results, except for a brief period of time to obtain a copyright or patent, or where a decisive case is made that the proposed contractual restrictions will promote the discovery and transmission of knowledge to a significantly greater extent than the absence of such restrictions. Exceptional cases will be referred to the Committee on Research for a review. The Committee on Research has executive authority on the question of restrictions on publication.

# I. Students

## Confidentiality of Student Records

**Buckley Amendment**—Confidentiality of student records is comprehensively governed by the Family Educational Rights and Privacy Act of 1974, commonly known as the Buckley Amendment. Accordingly, the United States Department of Education has produced clarifying guidelines which are binding on the University. In addition, the Tulane Board of Administrators has adopted a policy that covers institutional matters. Generally speaking, faculty members are not denied access to educationally related information concerning students provided there is a legitimate educational need to know. However, the confidentiality of the information must be maintained. Further, the faculty member is obligated to maintain the confidentiality of certain information routinely generated within the class, e.g., grades. Instructors are cautioned not to release information found in school records except where it is necessary in writing recommendations which have been requested by the student. Specific details regarding confidentiality are available at the deans' offices or the Office of the Registrar.

**Office of the Registrar**—The several types of information stored in the Office of the Registrar may be divided into two general categories: information that is a matter of public record and information considered confidential.

Information of public record includes the dates of a student's enrollment; the division in which enrolled; and information concerning any degree earned, such as the name of the degree, the date granted, the major, and any associated honors.

However, under federal statute a student may direct that this type of information, as well as data heretofore considered proper for publication in directories, be withheld from dissemination without his or her consent. To determine if a student has requested that information of this kind be withheld, faculty members are cautioned to check with the Office of the Registrar before giving out any information.

Records considered confidential include:

- (a) The student's academic record. Copies may not be released to either institutions or individuals except at the express request of the student. The record is available to faculty members who have a need to know, in the respective dean's office at the dean's discretion, and in the Office of the Registrar subject to the discretion of the director of that office.
- (b) University disciplinary actions taken against a student. Indications of disciplinary action are made on a student's permanent record only if the action results in suspension or expulsion. No supporting facts are kept in the Office of the Registrar.
- (c) Personal information such as religion is considered confidential, with release being made only by the student's authorization. Racial data is collected as required by law so that anonymous statistics can be compiled. It is understood that discriminatory use of such data is forbidden by law.

- (d) "Directory Information," if a student has specified that he or she does not wish it released without his or her consent. This includes the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, and the most recent previous educational agency or institution attended by the student.

Offices of Admission. Much information contained in a student's admission folder is confidential. Requests by faculty and others must be channeled to the director of the office at whose discretion they may be examined.

### **Retention of Exams**

A 1975 resolution passed by the University Senate provided that all examinations and assigned written work which are used by an instructor in arriving at an academic evaluation and which are not returned to the student be kept by the instructor for a period of six months from the conclusion of the semester.

## **J. Teaching Load, Overloads, Office Hours, and Other Teaching-Related Faculty Responsibilities**

Because of differences among the schools in methods, schedules, and requirements of instruction, policies on these matters are subject to variation. Information should be obtained from the appropriate dean or department chair.

Notwithstanding the above, faculty have the opportunity to accept a teaching assignment in another division or school for additional compensation upon consultation with the faculty member's home department chair and dean.

Each full-time faculty member may voluntarily teach one course per year during the regular academic year in addition to his or her regular teaching responsibilities as defined by that member's dean. The faculty member would be paid for that service at a rate to be negotiated with the dean of the division in which the class is to be taught. Faculty members may not teach at another institution during the academic year.

## **K. Scheduling and Class Absences Related to University Sponsored Events or Activities**

It is the policy of Tulane University to take all reasonable steps to minimize the number of classes that students miss as a result of representing the University at University-Sponsored events or activities. The responsibility for complying with this policy falls on persons scheduling these events or activities and on students who wish to take courses that conflict with these events or activities. To this end, it is the responsibility of faculty members to make clear their absence rules as they relate to University-sponsored events or activities. The following rules implement this policy:

Persons responsible for scheduling such events or activities shall attempt to schedule them so that such events or activities interfere with the fewest possible number of classes. Any student who is aware at the commencement of a semester that he or she will miss classes in a particular course that he or she wishes to take, because of representing the University at University-sponsored events or activities, shall discuss this situation with the course instructor no later than the end of the first week of classes. Special attention should be paid to the timing of examinations and critical assignments. If the expected absences would exceed the instructor's articulated limit on absences, the student must obtain the instructor's permission to enroll or remain in the class. The number of excused absences that an instructor may permit is within the absolute control of the instructor. If the student is granted permission to enroll in the course, the student is, of course, responsible for making up all work and assignments he or she misses. The student and the instructor should come to an express understanding as to what this will entail. Failure by the student to discuss these expected absences with the instructor shall result in such absences being treated as an absence other than because of representing the University in a University-sponsored event or activity.

If unanticipated absences due to representing the University at a University-sponsored event or activity arise during the semester, students must inform the instructor of such absence in advance of the event. Failure to do so shall result in such absences being treated as an absence other than because of representing the University in a University sponsored event or activity.

If an instructor chooses to impose a penalty for failure to attend a certain number of classes (whether that penalty is the imposition of a failing grade or a reduction in the final grade) and/or is not willing to reschedule examinations or critical assignments missed as a result of an absence due to representing the University at a University-sponsored event or activity during the semester, the instructor must announce this policy during the first week of classes and give students written notice of the policy in the course syllabus or in some other fashion during the first week of classes. Failure to do so will preclude the instructor from imposing a penalty or from refusing to reschedule an examination or critical assignment resulting from an absence due to representing the University at a University-sponsored event or activity during the semester. The nature and type of such examination is at the sole discretion of the instructor.

## **PART IV. FACULTY SALARIES AND BENEFITS**

<https://hr.tulane.edu/>

### **A. Salaries**

#### **Payment of Salaries**

Salary payments are made on the last business day of each month. Salary is paid in twelve installments per year.

Faculty with dual appointments or with both teaching and administrative assignments receive single monthly payments covering all compensation.

Payment for Summer School teaching is normally made separately, usually with a one-time payment transaction.

- (a) Direct Deposit. The University deposits a faculty member's payment in a financial institution specified on the Direct Deposit form that is completed during the individual's orientation.

- (b) Payroll Deductions

- 1) Taxes

- Federal and state personal income taxes and social security (FICA) taxes are required by law to be deducted from pay. Income taxes are deducted in even monthly amounts according to formulas based on amount of salary and number of exemptions and dependents. Upon request of the individual, larger amounts will be deducted to reduce the direct payments that he or she may be required to make to the Internal Revenue Service quarterly or annually. FICA deductions are made in even amounts until the maximum required by current legislation has been reached.

- 2) Insurance

- An individual's share of the various forms of group insurance available to faculty members is paid through payroll deductions.

- 3) Other Deductions

- A faculty member may authorize payroll deductions for other purposes including parking fees, contributions to the United Way or payments to Tulane's Accounts Receivable Department. An unpaid fine assessed for a campus traffic violation will be deducted from the paycheck.

- (c) Rectification of Errors. If any discrepancy appears on a paycheck, the dean's office should be contacted immediately.



## **Salary Supplements**

The Dean may recommend a salary supplement for a faculty member who was a participant in a retirement plan immediately prior to his/her employment with Tulane. The supplemental salary may only continue for a maximum of two years at which time that faculty member will become eligible for the retirement plan. This supplemental salary will not be included in the base salary for calculating other benefits.

## **Leaves of Absence with Pay**

### **Sabbaticals**

Sabbatical leaves are considered to be a privilege, not a right, and will be granted only when the University is assured that the leave will not have adverse effects on departmental teaching, administrative responsibilities, or research, including the supervision of dissertations.

Sabbatical leaves may be granted "for the primary purpose of enhancing the value of the recipient's further service to the University and his or her profession through the media of study, research or publication undertaken to improve pedagogical techniques, solve administrative problems, or broaden the scope of one's knowledge in his or her chosen field." In no case will a sabbatical be granted for the purpose of acquiring an advanced degree.

Applications for sabbatical leave (<https://academicaffairs.tulane.edu/policies/sabbaticals>) should be accompanied by a detailed description of the work to be accomplished during the leave, the applicant's curriculum vitae, and a supporting statement from the applicant's chair, stating how teaching duties are to be covered during the leave.

The dean will ordinarily require that the faculty member applying for a sabbatical submit an acceptable project proposal and that the faculty member granted a sabbatical submit a report at its end. All requests for sabbatical must be submitted to the Senior Vice President for Academic Affairs and Provost for final approval.

A faculty member may receive a one-semester leave with full salary, provided that no replacement for teaching services be made, or leave for one academic year at half-salary. In certain instances, with the approval of the dean and of the Senior Vice President for Academic Affairs and Provost, the department may use the other half of the annual salary to support a one-semester teaching replacement.

Eligible members include persons in the rank of assistant professor or above or librarians who have completed twelve semesters of full-time service in residence at Tulane prior to the leave. Sabbatical leave is granted only if there will be the opportunity for at least one full year of University service upon return. Because a sabbatical leave is intended to provide the recipient uninterrupted time for research, extramural remuneration for employment during the period of leave is restricted. For a one-semester leave, income from regular employment (e.g., teaching or salaried post in government or private business) shall be deducted from the full-time salary of the leave recipients. For a two-semester leave, income from regular employment shall not exceed one-half of the regular full-time salary of the leave recipient. Sabbatical time does not accumulate if the period between such leaves should be more than six years; e.g., after ten years

without a sabbatical, a faculty member remains eligible for no more than one year at half pay or one semester at full salary. On rare occasions when, at the specific request of the dean, a faculty member postpones sabbatical leave for the convenience of the department, an agreement with the dean may be made to bank time toward a future sabbatical. This mutual agreement in writing must be sought by the faculty member before the time is to be banked.

### **Illness or Other Incapacities of Short Duration**

Tulane has no stated policy on sick leave for faculty members. Each case is considered individually by the appropriate department chair and dean. Customarily, when a faculty member must be absent from his or her duties because of illness or incapacity of short duration, other members of the faculty, with the knowledge of the department chair and the dean, assume his or her duties on a temporary basis. If the illness becomes extended so that this is no longer feasible, other arrangements are made by the department chair in consultation with the dean and the Senior Vice President for Academic Affairs and Provost or the Senior Vice President and Dean, School of Medicine. Absences due to illness or incapacity associated with pregnancy and childbirth are treated in the same manner as other incapacities of short duration with the exception noted in 3.c. If the condition is prolonged because of complications, then it will be treated as absences for extended illness.

Prolonged incapacitating illness may be covered by the University's disability insurance policy, which applies to all compensated faculty (other than patient care providers who are members of the Tulane Faculty Practice Plan (also called Tulane University Medical Group) who work 50% or more of full time.

### **Parental Leave**

*\* [The above language was superseded by Chapter 9 of the New Faculty Handbook, appended to this handbook by the University Senate on May 7, 2018. See Part XV to read Chapter 9 of the New Faculty Handbook.]*

## **Leaves of Absence without Pay**

### Fellowship, Visiting Professorship, Temporary Employment

Leave of absence for an academic year or less may be granted to a faculty member to accept a fellowship, visiting professorship, or other temporary appointment. Each case is considered individually. A faculty member granted leave is expected to return to the University for at least one full year of service. Ordinarily, no leave of absence for employment elsewhere will exceed one year. The maximum period of such a leave is two successive years. Faculty members who wish to maintain health insurance, group life insurance, and other benefits, including TIAA/CREF payments, should contact the Office of Human Resources to arrange for payments. Such payments are the responsibility of the individual. When a faculty member is successful in obtaining salary support for a semester or a year of scholarly research from funds not administered by Tulane, the University will continue to pay the faculty member's health insurance and group life insurance benefits. A leave of absence is not credited as service toward sabbatical leave.

### Family and Medical Leave

Faculty who have worked for Tulane for a minimum of one year, and have worked 975 hours or more during the 12 months prior to requesting leave, are eligible for family and medical leave. Faculty with permanent full-time and permanent part-time appointments will be presumed to have completed 975 hours in a calendar year.

**Intermittent or Reduced Leave:** In the case of a faculty member's own serious health condition, the faculty member may take leave intermittently or on a reduced work schedule, if medically necessary. Intermittent leave is limited to a maximum of twelve weeks.

**Job Restoration:** Unless otherwise provided for by law or regulation, when the faculty member returns from FMLA leave, he or she will be reinstated to the same position held prior to the leave, or one that is equivalent in pay, benefits, and other terms and conditions of employment. **Employee Benefits:** The University will continue to provide health and life insurance during the FMLA leave. The faculty member will continue to be responsible for the portion of the premium which he or she was currently paying. Premiums for other group insurance, such as long-term disability, AD&D, etc., must be paid by the faculty member for coverage to continue. The Office of Human Resources will advise the faculty member of the payment due dates and amounts. If the faculty member chooses not to return from leave, under certain circumstances, he or she will be required to repay the total cost of health and life insurance premiums paid on his or her behalf during his or her leave.

**Notification:** The faculty member must provide his or her Dean/Chair with 30 days written notice of his or her need for leave by submitting a completed "Request for Family and Medical Leave of Absence" form. The form may be obtained from the faculty member's supervisor or the Office of Human Resources. If emergency conditions prevent such notice, he or she must notify his or her supervisor and submit the form as soon as possible. The faculty member's supervisor

may require the faculty member to periodically report on his or her status during the leave period.

**Certification:** Certification of the need for leave to care for the faculty member's illness. The faculty member must provide his or her supervisor with a completed "Certification of Health Care Provider" form.

It is the University's policy not to discharge or discriminate against any employee exercising his or her rights under the federal Family and Medical Leave Act. If any faculty member thinks he or she has been treated unfairly, please contact the Office of Human Resources.

For more information about Family and Medical Leave of Absence please contact the Office of Human Resources.

### Personal Reasons

A faculty member who has served the University for at least one year may request a leave for personal reasons. Such leaves should not usually extend beyond one year. Requests will be considered on an individual basis, taking into account the possible adverse effects on departmental teaching, administration, and research. The request should be submitted to the departmental chair (or dean, in divisions where there is no departmental organization) as far in advance of the proposed absence as possible so that neither instruction nor research programs will be interrupted. The request will be reviewed by the dean and the Senior Vice President for Academic Affairs and Provost.

Requests to stop the tenure clock for a one-year period for circumstances relating to the faculty member's health or responsibilities toward others may be granted. All such requests for an extension of the probationary period must be made by the faculty member in writing and should be submitted prior to the tenure review. The request must state clearly the special circumstances in the faculty member's situation that might justify an extended probationary period. The letter must also state that the faculty member making the request understands that he or she will not enjoy an entitlement or stronger claim to tenure by virtue of a continued membership on the faculty beyond the customary probationary period. The request is to be forwarded (in most cases via the department chair) to the dean. If the dean supports the request, the request, along with the dean's formal endorsement, is then sent to the Senior Vice President for Academic Affairs and Provost. If the dean does not support the request, the faculty member will be notified and will be free to seek further review of the request by the Senior Vice President for Academic Affairs and Provost. In all cases, a decision to extend the probationary period will be made by the Senior Vice President for Academic Affairs and Provost.

Faculty members must notify the Office of Human Resources in advance if they wish benefits to continue and, if so, make arrangements to pay for them.

### Pre-Retirement Leave

Employees age 62 with more than 15 years of service are eligible for leave for 18 months which, in conjunction with COBRA, allows continuous health insurance coverage, at the employee's expense, until age 65. For more information, contact the Office of Human Resources.

## **B. Benefits**

### **Faculty Benefits Guide**

[http://wfmotraining.tulane.edu/OE2015/2015\\_faculty\\_benefits\\_overview.pdf](http://wfmotraining.tulane.edu/OE2015/2015_faculty_benefits_overview.pdf)

Tulane University offers an extensive array of benefits which are described in “Faculty Benefits Guide”. The Guide gives details of Tulane’s insurance options, retirement plans, tuition waiver program, flexible spending accounts, and other valuable benefits. After reviewing the document, you can make decisions that best meet your needs. If you have a benefits-related question, please contact a Benefits Team member of the Office of Human Resources.

On a related note, Tulane University property is insured for losses due to fire, windstorm, malicious mischief, and flood damage. However, faculty-owned personal property is not covered under the University property insurance; and, therefore, faculty members must confer with their own insurance advisers on ways and means of protecting their personal property including books, equipment, etc. Also, Tulane faculty members are covered while acting within the scope of their employment under Tulane University's liability policy. The Office of Insurance and Risk Management monitors these policies. [Hhttp://tulane.edu/counsel/oirm/U](http://tulane.edu/counsel/oirm/U)

### **Tuition Exchange Program**

Tulane participates in a Tuition Exchange Program with over 500 other schools for undergraduate dependent children's study. Tulane's continued participation in this program depends upon maintenance of an overall balance between the number of students offered Tuition Exchange at Tulane and the number of Tulane dependents who receive Tuition Exchange scholarships at other schools. Because of the necessity of maintaining this balance, Tuition Exchange is not a guaranteed benefit.

In order for a dependent to take advantage of the program, three conditions must be realized:

- (a) the dependent must be accepted at the receiving school to pursue full-time undergraduate study toward a degree;
- (b) the receiving school must give the dependent a waiver;
- (c) the dependent must be approved for the tuition exchange by the Office of the Undergraduate Admission at Tulane.

Tulane has no control over the first two conditions.

When, as is very often the case, there are more requests for tuition assistance coming from the Tulane community than we have credits in the program, the following priorities will be used in determining which faculty or staff member may use the program.

- (a) the duration of regular full-time employment at Tulane by the parent or legal guardian. Where both parents/guardians are employed at Tulane, only one parent's/guardian's seniority may be used. However, the other parent's/guardian's seniority may be used for other dependents.

- (b) The accrued time may only be used once. After the use of the program by the first dependent, the Tulane employee may use subsequent regular full-time employment for future dependents.
- (c) When multiple dependents begin their college career simultaneously, the employee's accrued time will be applicable for only one dependent.
- (d) In the event of ties, a lottery will be used.

The implementation and interpretation of these rules are the responsibility of the Dean of Undergraduate Admission.

Dependents who have already used eight semesters of tuition exchange are given the lowest priority.

It is important that those interested in this program obtain from the Office of Financial Aid a list of participating institutions, application forms, information on deadlines, and associated material (definition of "dependent", "full-time regular employment", etc.) at least eighteen months before the anticipated date of enrollment. Information can be found at:

<http://tulane.edu/financialaid/grants/te.cfm>

## **Extended Tuition Waivers**

### **(a) Eligibility**

The Extended Waiver Benefit is provided to the following individuals:

- i. Employees
  - 1. Retirees with at least 25 years of full-time service at Tulane who completely sever his or her employment relationship with Tulane;
  - 2. Employees who have been approved and accepted as disabled under the Tulane Long Term Disability Plan and have at least 5 years of full-time service at Tulane at the time of the disability;
  - 3. Employees who have been approved and accepted as disabled under the Tulane Long Term Disability Plan, have less than 5 years of full-time service at Tulane and are enrolled on tuition waiver basis at the time of the disability.
  - 4. Faculty members whose tenures are terminated under extraordinary circumstances caused by financial exigencies or by a bona fide discontinuance of a program or a department of instruction.
- ii. Spouses and Dependent Children
 

For purposes of this policy, "spouse" is defined as the person to whom the employee is currently and legally married. Spouse does not include divorced and legally separated spouses. The spouse of a deceased employee becomes ineligible for an extended tuition waiver when he or she remarries.

For purposes of this policy, "dependent children" means the biological, adopted, or stepchildren of the employee who are claimed as dependents for federal income tax purposes on the employee's income tax return. A copy of the employee's federal income tax return may be required. In the case of biological, adopted or

stepchildren of a deceased employee, dependent children shall mean children who were claimed as dependents for federal income tax purposes on the employee's federal income tax return in the year of death or the year immediately preceding the employee's death.

1. The Spouse and Dependent Children of a Retired Employee as defined in subparagraph i.1. above;
  2. The Spouse and Dependent Children of a Disabled Employee as defined in subparagraph i.2. above;
  3. If enrolled on a tuition waiver basis at the time of an employee's death or disability, the Spouse and/or Dependent Child(ren) of a Disabled Employee described in subparagraph i.3. above or an employee who dies before completing 5 years of full-time service at Tulane;
  4. Spouse and Dependent Children of an employee who has at least 5 years of full-time service at Tulane and separates from service by reason of death.
- iii. Dependent children
1. The dependent children of tenured full-time faculty members whose tenures are terminated under extraordinary circumstances caused by financial exigencies or by a bona fide discontinuance of a program or a department of instruction.

(b) Benefit

- i. Except as provided in ii. below, the total number of Annual Tuition Waivers available to an eligible employee, spouse and dependent children as a group is equal to the number of years of full-time service by the Employee, including the academic year in which the retirement, disability or death occurs;
- ii. Employees described in sub-paragraph a.i.3., the Spouse and/or Dependent Child(ren) described in sub-paragraph a.ii.3. shall be eligible to receive a total of five Annual Tuition Waivers. If more than one eligible individual is enrolled on a tuition waiver basis at the time of an Employee's death or disability, the enrolled individuals as a group shall be entitled to receive a total of five Annual Tuition Waivers.
- iii. Annual Tuition Waivers are defined as exemption from the payment of tuition to the extent available for active employees under the Tuition Waiver Policy at the time the application for tuition waiver is submitted, but not University fees, for credit courses during an academic year (August to August: fall, spring and summer sessions).
- iv. Annual Tuition Waivers are not granted for some programs. Refer to the Tuition Programs section of the WFMO Benefits Department found at <https://hr.tulane.edu/benefits/benefits>. *[Updated September 9, 2011]*
- v. Under no circumstances will a waiver be granted to any eligible person for taking previously completed courses a second time.

(c) Procedures

- i. The University requires a copy of the employee's federal income tax return if the tuition waiver claimed is for a dependent child.



- ii. If the spouse or dependent child is enrolled in Tulane on a tuition waiver basis and becomes ineligible for the tuition waiver during a semester, the ineligible person will be allowed to complete the semester in which he or she is enrolled.
- iii. The use of a tuition waiver by an individual at any time during the academic year is counted as the use of one Annual Tuition Waiver. This means that if the former employee, spouse or dependent child uses a tuition waiver to take only one course during an entire academic year, it counts as the use of one Annual Tuition Waiver. By the same token, the former employee, spouse or dependent child could take a full course load all three semesters and that would still only count as the use of one Annual Tuition Waiver. However, if the former employee, spouse and dependent child each take one course during an entire academic year or a full course load all three semesters, it counts as the use of three Annual Tuition Waivers.
- iv. These benefits are contingent upon the University's admission guidelines.

## **C. Other Benefits and Services**

### **Admission to Intercollegiate Events**

Faculty members may receive tickets for athletic events at either a reduced rate or gratis. Admission to some sporting events is free to faculty members with the presentation of ID cards.

### **Bookstore Discount**

Faculty members and their dependents are entitled to a 10% discount on most articles purchased from the University Bookstores.

### **Health Services**

Tulane University medical faculty offer the full range of adult and pediatric, primary and specialty medical services. Charges for professional, laboratory, and diagnostic services are similar to those of other private practitioners in the New Orleans area. These services are available to all members of the University faculty, staff, and their families. Information about the health insurance benefits may be obtained from the TU Benefits Office in the Office of Human Resources.

### **Identification Cards**

The Card Services Office, located in Bruff Commons issues photo identification cards to current and emeriti faculty members.

### **Purchasing Discount**

University policy permits the Materials Management Department to assist full-time faculty members by purchasing computers and high-cost items where substantial savings can be realized. Such purchases are made by requisition giving all necessary information including model number, size, color, etc. The full amount of the purchase, including sales tax, must be paid by check or money order at the Materials Management Department before the purchase order will be released.

### **Reimbursement for Travel and Other Business Expenses**

#### **DOMESTIC TRAVEL:**

Reimbursement from University funds for domestic travel will be made on the basis of reasonable actual expenses. Original receipts are required for all reimbursable expenses (i.e., lodging, meals, taxis, registration) claimed. The employee may, however, choose to be reimbursed on a per diem basis using the CONUS (Continental United States) Per Diem Rates and may elect one of the following:

- (a) Reimbursement for actual lodging expense and CONUS Per Diem for meals/incidentals. In this instance proof of travel and lodging is required, but receipts for meals/incidentals are not. Incidentals are defined as taxes, service charges and customary tips. All other approved trip related expenses (ground transportation, registration, etc.) are reimbursable with receipts.

- (b) Reimbursement utilizing CONUS Per Diem for both lodging and meals/incidentals. Proof of travel and lodging is required even though per diem is requested. Receipts, however, are not required for meals/incidentals. In no instance shall reimbursement for lodging exceed the actual lodging cost. All other approved trip related expenses are reimbursable with receipts.

In certain instances, grants and contracts have specific limitations, which may be more restrictive than university policy. In these cases, the terms and conditions of the grant or contract must be followed.

#### FOREIGN TRAVEL:

Reimbursement for foreign travel funded from government grants and contracts, will be made on the basis of U.S. Department of State Foreign Travel Per Diem. These rates are kept current for every foreign country, and are available from the University accounting office and the Medical Center Office of Grants and Contracts. For foreign travel on University funds, all approved costs will be reimbursed. Original receipts are required for all reimbursable expenses (i.e., lodging, meals, taxis, registration) claimed. The employee may however, choose to be reimbursed on a per diem basis using the U.S. Department of State Foreign Travel Per Diem Rates, and may elect on of the following:

- (a) Reimbursement for actual lodging expenses and per diem for meals/incidentals. In this instance proof of travel and lodging is required, but receipts for meals/incidentals are not. Incidentals are defined as taxes, service charges and customary tips. All other approved trip related expenses (ground transportation, registration, etc.) are reimbursable with receipts.
- (b) Reimbursement utilizing U.S. Department of State Foreign Travel Per Diem for both lodging and meals/incidentals. Proof of travel and lodging is required even though per diem is requested, however, receipts are not required for meals/incidentals. In no instance shall reimbursement for lodging exceed the actual lodging cost. All other approved trip related expenses are reimbursable with receipts.

In certain instances, grants and contracts (especially governmental) have specific limitations, such as per diem allowances, which may be more restrictive than University policy. In these cases, the terms and conditions of the grant or contract must be followed.

Several divisions and administrative areas have additional rules concerning reimbursement of expenses incurred when attending professional meetings. In such circumstances, it is required that the faculty member contact the dean's office and that administrative personnel contact the person to whom they report for prior approval. University personnel are required to make every effort to use the lowest available air fare. The cost of transportation tickets may be charged to the employee's Tulane business card, personal credit card, or charged directly to the department. The original airplane ticket stub should be submitted with the travel voucher, irrespective of whether the travel voucher includes a reimbursement request for airfare. In instances where the traveler utilizes an airline that does not issue a passenger ticket, it is the responsibility of the traveler to obtain from the airline an original receipt or itinerary which documents the dates of travel, destinations, and fare. Reimbursed personal phone calls should be limited one per day. As a general rule, where a private vehicle is used as transportation, reimbursement will be made based

upon mileage at a specified rate per mile multiplied by the number of business miles substantiated, or tourist air fare, whichever is less. The current mileage reimbursement rate is available from the University Accounting Office and the Medical Center Business Office. Reimbursement ordinarily will not be made for overnight lodging or meals enroute on the assumption that the traveler can reach his or her destination by air in one day. Exceptions will be made when it can be documented that group travel by automobile results in a lower total cost to the University.

Some examples of expenses which are NOT reimbursable are:

- (a) Laundry and valet service
- (b) Personal entertainment
- (c) Fees for traveler's checks for domestic travel
- (d) Flight insurance
- (e) Credit card fees

### ADVANCES.

Travel advances are only issued for foreign travel. If an advance of funds is needed, a request for the advance must be submitted and approved by the faculty member's department chair, center director, or dean. Cash advances are discouraged and should be requested only in unusual circumstances. To comply with Internal Revenue Service regulations, faculty and staff members receiving advances on their personal Accounts Receivable accounts must substantiate expenses incurred for each advance by submitting an accounting of each separate expenditure and supporting receipts within a reasonable period of time. The faculty or staff member shall submit the accounting and receipts no later than 30 days from the date of his or her return to the University. Individuals who fail to comply with this requirement may have the unsubstantiated advance balance deducted from their payroll checks. If an advance was obtained for travel or other business function in excess of the actual expenses (other than an advance charged to a personal Tulane business card), the employee's personal check (or copy of bursar receipt showing deposit of unused advances to the employee's personal account) must accompany the reimbursement voucher.

The University will calculate a reasonable amount for foreign travel advances needed to conduct a University related project based upon the individual's anticipated expenditures. Foreign travel advances for a brief conference or research project will be based on per diem rates for the estimated time outside the continental United States. Advances for foreign travel may be made for a maximum period of 3 months. In cases of foreign travel for more than 3 months, the individual must comply with the accounting and substantiation requirements, and then request an additional advance from his or her foreign post for the remaining days or months of travel. To comply with the Internal Revenue Service regulations, employees receiving advances for foreign travel for 3 months or less shall submit the travel voucher and receipts no later than 30 days from the date of his or her return to the United States. In cases of foreign travel for more than 3 months, the faculty or staff member shall submit the travel voucher and receipts no later than 4 months from the date of the advance, regardless of whether such individual has returned to the United States. Individuals who fail to comply with this requirement may have the unsubstantiated advance balance deducted from their payroll checks.

## APPROVAL.

There should be written approval for all reimbursements by the person to whom the traveler/payee reports. All academic departments' business expense reimbursement vouchers, including travel reimbursement, should be signed by the traveler/payee and approved (i.e., signed) by the department chair, or by the dean if the traveler/payee is the chair of the department.

Similarly, all requests for business expense reimbursement by deans and directors should be signed by the individual, and approved (i.e., signed) by the applicable Senior Officer to whom such individual reports relative to the purpose of the business expense. All administrative departments' business expense reimbursement vouchers, including travel reimbursement, should be signed by the traveler/payee and approved (i.e., signed) by the budget head, or by the person to whom they report if the traveler/payee is the budget head. Similarly, all requests for business expense reimbursement by Vice Presidents should be approved (i.e., signed) by the appropriate Senior Officer.

## PART V. PHYSICAL FACILITIES

### A. Athletic Facilities

<https://tulane.greenwave.com/>

**Avron Fogelman Arena** is located at the corner of Freret Street and McAlister Drive and has a seating capacity of 3,600. The men's and women's basketball and women's volleyball home games are played here.

**Football Practice Field**, southwest of the James W. Wilson, Jr. Center, is a grass practice area used exclusively for intercollegiate athletics, primarily football and track. Home football games are played in the Louisiana Superdome.

**Kent McWilliams Track Complex**, surrounding the football practice field, is a quarter-mile track for use by Tulane's intercollegiate track and cross-country teams as well as for intramural and recreational use by faculty, staff and students.

**Greer Field at Turchin Stadium** is home to the Green Wave baseball team. Located just off Claiborne Avenue on Ben Weiner Drive, the state-of-the-art facility opened in 2008 and is a pro-style stadium with a capacity of 5,000.

**Goldring Tennis Center** for varsity tennis is located on Ben Weiner Drive. Recreational tennis courts for intramurals and faculty, staff and student use are located south of the Reily Student Recreation Center.

**James W. Wilson, Jr. Center**, situated one block south of South Claiborne Avenue on Ben Weiner Drive, houses the administrative offices of the Division of Athletics as well as offices of all sports, training facilities, athletic equipment room, varsity locker rooms, weight room, and the Hall of Fame.

## **B. Libraries**

**UH**<http://tulane.edu/libraries/UH>

Libraries are a key component of academic life at Tulane University. Tulane libraries house more than 3.2 million volumes and provide access to articles from tens of thousands of current serials. Collections include a large array of digital resources such as full text databases and online journals. The libraries also collect government documents, microforms and a variety of non-print media such as audio or video recordings.

**Howard-Tilton Memorial Library** **UH**<http://library.tulane.edu/UH>

As Tulane University's main library, the Howard-Tilton Memorial Library supports the university's undergraduate and graduate programs in the humanities, social sciences, and science and engineering. It also is a major cultural resource for researchers and scholars from throughout the Louisiana-Gulf Coast region. Its unique collections in areas such as Latin American studies, jazz and New Orleans history often draw researchers from around the globe.

**Amistad Research Center** **UH**<http://www.amistadresearchcenter.org/UH>

The Amistad Research Center began as the first national archive documenting the modern civil rights movement. Today, the collection includes source materials related to the history of slavery, race relations, African American community development and the civil rights movement. The center also is home to more than 800 works of African and African American art, including works by several internationally renowned 19th and 20th century African American masters.

**Architecture Library** **UH**<http://architecture.tulane.edu/facilities/the-architecture-libraryUH>

This library houses standard reference materials in architecture, monographs on contemporary and historically eminent architects and their works as well as information on landscape architecture, building technology, energy, ecology, preservation and city planning.

Southeastern Architectural Archive **H** <http://seaa.tulane.edu/>

The archive comprises the largest collection of architectural drawings and building records in the South. The collection focuses on the built environment of New Orleans and Louisiana.

**Lillian A. and Robert L. Turchin Library**

**UH**<http://www.freeman.tulane.edu/lib-tech/turchin/default.phpUH>

The business library provides support for the teaching, learning and research activities of the A. B. Freeman School of Business, as well as assisting with the business and management information needs of Tulane students and faculty.

**William Ransom Hogan Jazz Archive** <http://jazz.tulane.edu/>

The jazz archive is a renowned resource for New Orleans jazz research. The collection includes oral histories, recorded music, photographs and film, and sheet music and orchestrations. It also houses files of manuscripts, clippings and bibliographic references.

**Latin American Library** [H Uhttp://lal.tulane.edu/UH](http://lal.tulane.edu/)

The Latin American Library is among the world's foremost collections in Latin American archaeology, anthropology, history, linguistics, art, architecture, film, women's studies, economics and many other subject areas. The collection comprises more than 420,000 volumes and is one of the most comprehensive of its kind, including materials from the contact period to the present day.

**Tulane Law Library** [H Uhttp://www.law.tulane.edu/tlslibrary/index.aspxUH](http://www.law.tulane.edu/tlslibrary/index.aspx)

The Law Library supports the educational and research activities of the Tulane Law School. The library has a collection of approximately 400,000 volumes, including standard sources on U.S. federal and state law, foreign, international, and comparative law, civil law, and maritime materials.

**Louisiana Research Collection** [H http://larc.tulane.edu/](http://larc.tulane.edu/)

The Louisiana Collection is a research library preserving publications (books, pamphlets and magazines) pertaining to all aspects of Louisiana from colonial times to the present, from anthropology to zoology. It includes one of the best collections of pre-World War II Louisiana publications in the state.

**Math Library** <http://www2.tulane.edu/sse/math/library/> [H](#)

The Math Library serves the mathematics research needs of the Tulane and the New Orleans communities.

**Rudolph Matas Library** [H Uhttp://matas.tulane.edu/UH](http://matas.tulane.edu/)

The health sciences library is the primary resource library of Tulane University School of Medicine and the School of Public Health and Tropical Medicine.

**Music and Media Collection** [H http://library.tulane.edu/libraries/media-services](http://library.tulane.edu/libraries/media-services)

Formerly the Leon Ryder Maxwell Music Library, the Music & Media Center located in Howard-Tilton Memorial Library is the primary service point for music reference and sound recordings as well as for media serving all departments of the uptown campus. With over 9,000 unique titles, the media collection contains documentaries, art film, and feature film which may be checked out for use by Tulane students, faculty, and staff. The collection of sound recordings contains well over 25,000 items with representative coverage of classical, popular, traditional, and uniquely New Orleanian music. The music print collection contains over 50,000 volumes of musical scores, books, and journals which support the research and performance of classical, traditional, and modern music.

**Rare Books** [H http://rarebooks.tulane.edu/](http://rarebooks.tulane.edu/)

Rare Books preserves approximately 50,000 titles dating from a leaf of the Gutenberg Bible (ca. 1456) to recent first editions. These holdings include a wide range of formats, from miniatures no larger than one inch high, to volumes 40 inches tall; from 500-year-old books in as fine a condition as the day they were printed to 20th-century first editions that are crumbling from the acidity of their paper.



**Special Collections** <http://library.tulane.edu/about/directories/departments/special-collections>

The division includes University Archives, Hogan Jazz Archives, Rare Books, Manuscripts, the Louisiana Research Collection and the Southeastern Architectural Archives.

**Tulane University Archives** <http://tuarchives.tulane.edu/>

University Archives preserves the official records of Tulane University and information about Tulane. The archive holds over 3,600 linear feet of materials -- primarily documents, but also in excess of 11,000 slides, 55,000 photographic negatives and more.

**Nadine Vorhoff Library and Newcomb Archives**

<https://newcomb.tulane.edu/content/vorhoff-library-special-collections>

The Vorhoff Library and Newcomb Archives maintain the archives of Newcomb College. They collect and preserve the records of Newcomb leaders, organizations and individuals, photographs, scrapbooks, ephemera, oral histories and audiovisual materials; house a unique culinary history collection centered on Southern cooking traditions; and operate a circulating library of more than 10,000 volumes and 100 women's studies periodicals.

## **C. The Downtown Campus**

Tulane University has a large presence in the New Orleans downtown medical corridor. The School of Medicine, the School of Public Health and Tropical Medicine, and the Tulane Medical Center are located in a number of buildings in the area. The Tulane Medical Center is a joint partnership of Tulane University and Columbia HCA Healthcare Corporation. Tulane faculty who belong to the Tulane University Medical Group see patients from New Orleans and the Gulf South in the Tulane Medical Center.

Student housing for both the School of Medicine and the School of Public Health and Tropical Medicine is provided in the Deming Pavilion. Parking garages with permit parking for Tulane employees and public parking dot the area.

Offices for Technology Services and Government Relations are also located on the downtown campus.

## **D. The Uptown Campus**

Tulane University's uptown campus is a tract of about 110 acres extending between St. Charles and South Claiborne Avenues in a residential section of New Orleans. Most instructional schools and departments are headquartered there. Buildings on the uptown campus include instructional and laboratory space, libraries and museums, student dormitories, dining options, recreational facilities and fields, meeting and organization space, and administrative offices. The extensive grounds with lawns, century-old oaks, colorful azaleas and other flowering shrubs are maintained by the university's grounds crew.

## **E. Other Sites**

The Tulane National Primate Research Center (<http://www.tnprc.tulane.edu/index.shtml>) is located on 500 acres near Covington, Louisiana, across Lake Pontchartrain. Established in 1962 by the National Institute of Health, it has a national mission to improve human and animal health through basic and applied biomedical research.

The School of Professional Advancement offers courses and a variety of degrees and certificates to part-time students. In addition to courses offered in the New Orleans area, students can attend classes at the Gulf Coast location in Biloxi, Mississippi:

(<https://sopa.tulane.edu/content/mississippi-coast-campus-0> ).

The A.B. Freeman School of Business

(<http://www.freeman.tulane.edu/aboutfreeman/tour/houston.php>) offers three advanced business degree programs in Houston, TX, near the Galleria.

The F. Edward Hebert Research Center, near Belle Chasse, La., provides research facilities in medicine and environmental, behavioral and computer science

(<http://www.museum.tulane.edu/museum/about.shtml>) .

## PART VI. RESEARCH CENTERS AND INSTITUTES

Tulane University has many distinctive academic and research centers and institutes. Some are stand alone units; others are housed within the schools. The entities named below represent a sample of the diversity of interests and expertise of Tulane's academic community. A more extensive and up-to-date list of centers and institutes can be found at <http://tulane.edu/centers-and-institutes>

### **Amistad Research Center** [Hhttp://www.amistadresearchcenter.org/UH](http://www.amistadresearchcenter.org/UH)

Tulane is host to the Amistad Research Center, a privately supported archive established to collect, preserve, and make available primary source materials pertaining to the history of America's ethnic minorities, race relations, and civil rights. Founded by the American Missionary Association in 1966, Amistad has collected more than ten million manuscript pieces and historical documents, photographs, tapes of speeches and interviews, reference books, newspapers and periodicals, newspaper clippings, and pamphlets. The archives contain the official files of some 70 national and international organizations, such as the American Mississippi Association, Civil Rights Committee of Metropolitan New York, Free Southern Theatre, and the National Committee Against Discrimination in Housing. Among the more than 200 families and individuals represented in the correspondence files of Amistad are Booker T. Washington, W. E. B. DuBois, Martin Luther King, Jr., Thurgood Marshall, Countee Cullen, and Fletcher Henderson. About 80% of the holdings deal primarily with the history and culture of African Americans, civil rights, and relations between blacks and whites. The Amistad Research Center also holds the Aaron Douglas Collection, an art collection of more than 200 paintings, sculptures, drawings, graphics, and other works by major African American artists.

### **Center for Aging** [Hhttp://tulane.edu/som/aging/index.cfmU](http://tulane.edu/som/aging/index.cfmU)

The Tulane Center for Aging is a university-wide center established in 2007 to harness the multidisciplinary resources at Tulane University on behalf of a graying population. Its purpose is to enhance existing programs and to create new ones where the need and opportunity arises. The center is located physically in the Department of Medicine at Tulane University School of Medicine. The Center offers a Distinguished Lecture in Aging series followed by a seminar program. It also hosts a monthly Aging Interest Group meeting that alternates between the uptown and downtown campuses. These gatherings have fostered the development of several interdisciplinary research groups and new funding possibilities. The Center is dedicated to the strengthening of training and service in the areas of geriatric medicine and gerontology in cooperation with the Section of General Internal Medicine and Geriatrics in the Department of Medicine and the School of Social Work, respectively.

### **Center for Archaeology** [Hhttp://anthropology.tulane.edu/arch\\_exp.cfmU](http://anthropology.tulane.edu/arch_exp.cfmU)

The Center for Archaeology provides a range of support for Tulane-affiliated archaeological research. The Center offers organizational and logistical support, as well as equipment and laboratory facilities, for faculty and student research projects. Continuing programs include **Sponsorship** of scholarly conferences and symposia, curation of archaeological site collections from North America and of teaching collections from other areas, and a Lecture in Archaeology series which brings outstanding scholars to Tulane to present public lectures on topics of broad

interest. The Center's associates include professional archaeologists both from within and outside the Tulane faculty.

### **Center for Bioenvironmental Research**

<https://stonecenter.tulane.edu/pages/detail/73/Tulane-Xavier-Center-for-Bioenvironmental-Research>

The Center for Bioenvironmental Research (CBR), in association with Xavier University, was established in 1989. The Center provides a wide range of support for bioenvironmental research and education conducted by university faculty in the sciences, engineering, medicine, public health, epidemiology, environmental health sciences, business, and law. The Center offers administrative and financial support and maintains core facilities for major instrumentation as part of a broadly-based multidisciplinary program aimed at understanding and mitigating the impact of man-made agents on human and ecosystem health. Since Hurricane Katrina, CBR researchers and staff have shifted existing programs, and developed new research and outreach programs to rebuild and restore New Orleans and the Gulf Coast region. This is a natural outcome of community-based research with a focus on creating a city and region where the social, built, and natural systems are resilient, sustainable, and help reconnect the city to its natural landscape.

### **Center for Cardiovascular Health**

<https://www.clersite.org>

The goal of the Center for Cardiovascular Health is to promote health and to prevent heart disease through education, research, clinical and community activities. Within the School of Public Health and Tropical Medicine, the Center is directed to increasing the understanding of cardiovascular disease, promoting health, behavioral approaches to reducing cardiovascular diseases, and improving human development and quality of life. The Center encourages collaboration of individuals with a variety of backgrounds to develop multi-disciplinary programs directed toward preventing cardiovascular disease.

### **Tulane City Center** <http://www.tulanecitycenter.org/home/>

The Tulane City Center houses the School of Architecture's urban research and outreach programs. Programs of the City Center vary over time, but share a focus on improving cities through fostering global urban research, the development of flexible and innovative urban strategies, and the provision of environmentally and culturally informed principles to guide the design and revitalization of the contemporary metropolis. It enjoys a broad range of partnerships with numerous off campus community based and civic organizations. Each of these partnerships provides opportunities for faculty and students to engage real issues in real communities and participate in the life of New Orleans.

### **Eason-Weinmann Center for Comparative Law**

[Hhttp://www.law.tulane.edu/tlscenters/eason/U](http://www.law.tulane.edu/tlscenters/eason/U)

The Eason-Weinmann Center for Comparative Law is the successor to the Institute of Comparative Law which was created in 1949 through generous grants from the Ford and Rockefeller Foundations. In 1981, John and Virginia (Eason) Weinmann gave a substantial grant to the Center for the purpose of strengthening its activities as well as endowing the Eason-Weinmann Chair of Comparative Law. Today, it is a leading think tank and an academic hub for

both American and foreign scholars with an interest in expanding the international conversation about law. Positioned between the common and civil law worlds, and with manifold connections to Europe, South America and Africa, the Center is in an ideal position to build bridges between different legal cultures. Through seminars and lectures conducted by outstanding legal scholars from various countries and legal systems, Tulane's achievements in foreign and comparative scholarship and thinking have become a natural part of the daily classroom experience.

### **Scott S. Cowen Institute for Public Education Initiatives**

[Hhttp://www.coweninstitute.comUH](http://www.coweninstitute.com)

Since March 2007, the “Cowen Institute” has taken a **Leadership Role** in the process of transforming K-12 public education in New Orleans. The Institute is a unique entity that takes Tulane University beyond the typical framework of higher education interaction with K-12 public education system. By using a multidisciplinary approach that encourages individuals and communities to learn about best practices for programs, partnerships, and policies, Tulane is helping to transform public school systems. The Institute is an action-oriented think-tank that actively addresses the issues impeding student achievement by designing and advancing innovative, high-impact policies and programs. It also serves as a clearinghouse for charter and traditional public schools in Orleans Parish to directly access the myriad of experts and resources available at Tulane. The Institute’s work is focused on four key areas: Applied Research, Public Policy, University-Based Initiatives, and College Readiness Programs.

### **Maritime Law Center** [Hhttp://www.law.tulane.edu/tlscenters/maritime/index.aspxUH](http://www.law.tulane.edu/tlscenters/maritime/index.aspx)

Since 1983, the Maritime Law Center of the Tulane University School of Law has sought to improve formal academic training in maritime law, encourage and support scholarly and practical research, provide continuing education for the maritime bar and industry, and perform various services in the public interest. The Center has brought to Tulane as visiting faculty and scholars, distinguished foreign professors and American lawyers with recognized expertise in admiralty and maritime law. The Center **Sponsors** conferences on maritime law and the Tulane Admiralty Law Institute, a nationally and internationally renowned symposium.

### **Middle American Research Institute** [Hhttp://www.tulane.edu/~mari/U](http://www.tulane.edu/~mari/)

The Middle American Research Institute was established in 1924 to undertake and publish research in the anthropology and especially the archaeology of Mexico and Central America. Its publications have ranged across the social sciences, natural sciences, and humanities. The Institute provides instruction and research opportunities for graduate students in the department of Anthropology and related disciplines at Tulane University. Its museum gallery and anthropological collections include archaeological materials from the Americas, especially Central America, Mexico, and the southwestern United States; ethnographic specimens; negatives, photographs, and slides; and documentary research materials from archaeological expeditions.

### **Murphy Institute** <https://murphy.tulane.edu/>

The Murphy Institute exists to help Tulane faculty and students understand the intricacies of economic, moral, and political problems. Since 1984, it has sponsored a highly acclaimed undergraduate program in political economy which brings together economists, historians, philosophers, and political scientists committed to moving beyond traditional boundaries of their

disciplines in a common search for new insights and new ways of studying the interconnections of politics and economics. Through a variety of faculty programs, the Murphy Institute also supports advanced research and scholarship by humanists and social scientists.

### **Newcomb College Institute** [H\[U\]\(http://tulane.edu/newcomb/U\)<http://tulane.edu/newcomb/U>](http://tulane.edu/newcomb/U)

The Newcomb College Institute is a dynamic interdisciplinary academic center designed to enrich women's education at Tulane University. Established in July 2006, the Institute supports undergraduate women at Tulane by providing academic and leadership programming, hosting speakers, symposia and international summits, funding student research projects, participating in community projects and fostering mentor and networking relationships with Newcomb alumnae and other community leaders.

### **Newcomb College Center for Research on Women**

<https://newcomb.tulane.edu/content/research>

The Newcomb College Center for Research on Women was founded at Tulane University in 1975. It is the oldest university-based women's research center in the Gulf South and the only one in the region to hold membership in the National Council for Research on Women. Its mission is to preserve, document, produce and disseminate knowledge about women. The Nadine R. Vorhoff Library and H. Sophie Newcomb Memorial College Archives stand as the repository of the records of Newcomb College and of the centralized collection of women's studies books and periodicals on the Tulane campus.

### **Tulane National Primate Research Center**

[H\[U\]\(http://www.tnprc.tulane.edu/index.shtml\)<http://www.tnprc.tulane.edu/index.shtml>](http://www.tnprc.tulane.edu/index.shtml)

Originally opened in November 1964 as the Delta Regional Primate Research Center, the Tulane National Primate Research Center is one of eight centers that make up the [HUNational Primate Research Center Program](#)[UH](#) funded by the National Institutes of Health (NIH). Located near Covington, Louisiana, about 40 miles from downtown New Orleans, it is designed to use nonhuman primates in biomedical investigations. The primary areas of research today are infectious diseases caused by viruses, bacteria and parasites, including biodefense-related work and gene therapy.

### **Roger Thayer Stone Center for Latin American Studies**

[H\[U\]\(http://stonecenter.tulane.edu/U\)<http://stonecenter.tulane.edu/U>](http://stonecenter.tulane.edu/U)

In addition to a private endowment, the Center for Latin American Studies is one of a select few to receive funding from the U.S. Department of Education's Title VI National Resource Center program. The Center coordinates the activities of faculty from across the university who offer over a hundred graduate and undergraduate courses annually on Latin America. Graduate students enrolled in the Center's master and doctoral programs can design concentrations within a broad interdisciplinary framework and have at their disposal the unique resources of the Latin American Library, the Middle American Research Institute and the Mesoamerican Ecology Institute, the Cuban Studies Institute and the Payson Center for International Development. In addition, the Center offers numerous opportunities for student field experience in Latin America, both through credit-granting summer sessions in Latin America and the Caribbean and through grants for independent research.



## PART VII. CAMPUS SERVICES

### **Bookstores** H <https://tulane.bncollege.com/>

Tulane has two general bookstores which offer a wide variety of books, gifts and apparel. The uptown campus bookstore is located in the Lavin-Bernick Center for University Life. The Medical Bookstore is on the first floor of the medical school. Both bookstores have textbooks, the latest offerings from Tulane authors, and other popular reading materials. Current trade books which are not on hand may be ordered. The stores also have art supplies, school supplies, cards and stationery, gifts, sundries and clothing. They are also the source for Commencement regalia, invitations, DVDs and more.

Faculty members are entitled to 10% discounts at both stores. Several major credit cards are accepted.

### **Career Center** HU <http://tulane.edu/hiretulane/index.cfm>UH

The Tulane Career Center offers services to students with a variety of career needs, such as how to choose a major or a career path which best suits their interests, skills and personal values. The Center provides access to job and internship resources, help with résumés, cover letters, and mock interviews, advice for Graduate School preparation, and much more. The staff also helps students streamline their job search strategy to optimize future success.

The Tulane Career Center is ready to assist employers with recruiting and staffing needs in order to maximize employer opportunities to hire Tulane talent.

### **Dining Services** <https://diningservices.tulane.edu/>

A variety of dining outlets are available on the uptown campus. Several are located in the Lavin-Bernick Center. The student board plan (a dine-in, all-you-care-to-eat format) at Bruff Commons is available to faculty on a per meal basis. The same is true at neighboring Loyola University in the Dana Center which also has a dine-in, all-you-care-to-eat cafeteria and other dining options. On the downtown campus, the Medical School cafeteria and food court serves breakfast and lunch in the Hutchinson Building. Einstein Bros. Bagels is open for breakfast and lunch in the Tidewater Building.

### **Disability Services** <https://accessibility.tulane.edu/>

The ERC offers a variety of services to Tulane students, such as personal and group counseling, workshops, educational counseling, career testing, tutoring, disability services, and crisis intervention and counseling. For the most part, these services are free to students. The ERC is staffed with psychologists, social workers, counselors, and supervised graduate students in professional training. They work in partnership with the physicians and staff of the Student Health Center. Faculty who are concerned about a student can consult with an ERC professional.

### **Center for Global Education** HU <http://global.tulane.edu/>UH

The Center for Global Education was established in the fall of 2007 to harmonize the activities of inbound international students and scholars with outbound study abroad students and foster globally oriented discourse and scholarship at Tulane University. Housing the Office of Study

Abroad and the Office of International Student & Scholar Services, the Center also organizes various international programs for the campus and local communities including International Education Week, International Studies symposia, film screenings and more. In addition, the Center administers scholarship and grant programs, such as Fulbright & Fulbright-Hays, NSEP, and Gilman, and supports academic programs through external grants and faculty development programs.

## **Housing**

Most faculty are able to find suitable housing arrangements in the New Orleans area. Tulane facilities which may be available to faculty are very limited.

**The Papillon Apartments** in the lower garden district have 1, 2, and 3 bedrooms apartments for families and are leased for 12 months from June 1 through May 31.

[Uhttp://tulane.edu/studentaffairs/housing/grad/papillon.cfm](http://tulane.edu/studentaffairs/housing/grad/papillon.cfm)

### **The Bertie M. and John W. Deming Pavilion**

This apartment building is situated one block from the Medical Center. It offers accommodations for medical students, graduate students, interns, residents, or faculty members associated with the Medical Center. Other University faculty, staff or students may be accommodated if space is available. All units are furnished and the building is centrally heated and air-conditioned.

[HUhttp://tulane.edu/deming/UH](http://tulane.edu/deming/UH)

### **Mail Services** <http://tulane.edu/mail/index.cfm>

Mail Operations is located in Bruff Commons on the uptown campus and in the Tidewater Building at 1440 Canal St. in Suite 806 on the downtown campus. Each location is the central delivery and pickup point for all United States Postal Service Mail coming to the campus. Both USPS Mail and Campus Mail are sorted daily and distributed through a network of campus locations.

### **Parking** <https://campusservices.tulane.edu/departments/parking> [Tulane Campus Maps](#)

For the uptown campus, there are a number of parking areas and a parking garage with additional parking located at University Square with a shuttle service to the campus. Two parking garages as well as several surface lots serve the downtown campus. Parking on the streets adjacent to the both campuses is subject to the jurisdiction of the city of New Orleans and to the regulations imposed by city government.

Each Tulane affiliate (faculty, staff, or student) who operates a vehicle on the campus must register for a parking permit. The permit is issued according to that person's employment or class status, and grants parking privileges according to that class. A fee is charged according to permit type. The parking permit must be displayed on the vehicle as prescribed by the permit type. Vehicle registration must be renewed every year.



## **Police Department and Relations with the New Orleans Police**

<http://tulane.edu/police/>

The Board of Administrators has approved the following policy statement on relations with police.

Tulane University employs in its Police Department individuals with experience and special training in police affairs. Each officer of the Department is commissioned through the Louisiana Department of Public Safety.

The Police Department is under the full operational control of Tulane University. The Director of the Department is responsible for all of its operations, reporting to the University's Senior Vice President for Operations and CFO.

- (a) The Director of the Tulane Police Department is authorized and directed to maintain continuing liaison with the New Orleans Police Department and to keep the NOPD fully informed regarding the general state of security affairs on the Tulane premises and (b) specific instances of violation or suspected violation of municipal, state or federal laws on or adjacent to Tulane's premises.
- (b) Tulane University will use the resources of the Police Department in dealing with threats to the safety and security of persons and property on Tulane premises. Whenever, in the judgment of the Director of the Department, there exists a threat considered to be beyond the capability of the Department to handle with its own resources, the Director is authorized and directed to request the assistance of the New Orleans Police Department after consultation, if time and circumstances permit, with the President of the University, or his/her designee.
- (c) In stating a policy of Tulane's use of its own resources to the maximum extent possible, a corollary policy must also be stated. Under no circumstances are the properties and premises of the University a sanctuary for any illegal activity.
- (d) While, under ordinary circumstances, the Tulane Police Department will be expected to handle problems of order and safety to persons and property, the NOPD is in no way precluded from entering Tulane's premises at any reasonable time; for example, in pursuit of a suspect of an illegal act or for investigation, search, or seizure in connection with illegal activity or suspected illegal activity.
- (e) Should the New Orleans Police Department or other agencies of local, state, or federal government have reason to pursue investigation of possible illegal activity on Tulane's premises, either on its own initiative or at the request of the Director of the Tulane Police Department, it will be Tulane's policy to provide all such cooperation as may be needed. Indeed, each member of the University community will be expected to cooperate with the established agencies of the larger community of which Tulane is a part in the enforcement of law, just as each member of the University community should be

prepared to observe and assist in enforcing the rule and regulations of the University itself.

- (f) All employees and visitors are prohibited from possessing a firearm on the Tulane University campus and the property and grounds thereof. This policy is subject to the following exception:
- 1) law enforcement personnel commissioned by federal, state and/or local authorities;
  - 2) firearms necessary for training associated with ROTC programs;
  - 3) firearms kept in faculty and staff residences (other than campus residence halls, Aron Residences, and Deming Pavilion). Tenants in faculty and staff residences are requested to register all firearms with the Department of Public Safety.
  - 4) Firearms inadvertently brought to campus must be deposited at the Police
  - 5) Department for safekeeping. All firearms so deposited shall be unloaded at the time of deposit.

## Printing Services

Printing Services provides printed output for core institutional needs such as mainframe reports. FedEx Office handles retail and departmental printing services including personal projects. FedEx Office has a location on the uptown campus in the Lavin-Bernick Center for University Life (LBC) and other locations throughout the city and country with special pricing available to departments, faculty, and staff from Tulane.

Business cards, letterhead, and other items containing Tulane visual identity are produced by authorized suppliers. More information is available at:

[Hhttp://tulane.edu/news/style/stationery/index.cfmUH](http://tulane.edu/news/style/stationery/index.cfm)

Refer to the Appendix for the statement on Guidelines for Duplication of Copyrighted Material.

## Purchasing

Only authorized buyers and purchasing cardholders, up to the limit of their authority, are authorized to obligate the University to pay for goods or services. Faculty who need help in making legitimate university purchases should contact the departmental administrator who will know the appropriate policies and methods for committing university funds. The Department of Materials Management, [Hhttp://matmgmt.tulane.edu/UH](http://matmgmt.tulane.edu/UH), can assist with pricing and delivery of major purchases. The uptown office is at 8333 Maple St. and the downtown office is at 1430 Tulane Ave., room 1101.

## Speakers and Meetings

Faculty who wish to **Sponsor** an event or meeting outside of normal class time should investigate space availability before announcing any plans. The departmental administrator can assist with making reservations and when appropriate, posting details of a public event on the University Calendar of Events, [Hhttp://tulane.edu/calendar/UH](http://tulane.edu/calendar/UH).

University premises and facilities are reserved for the use of student, faculty, staff, and alumni organizations recognized by the University, for meetings and events appropriate to the University's basic educational objectives.

With the exception that candidates for the Office of President or Vice-President of the United States who may appear in person to make political addresses, requests from religious, political, and commercial groups will be considered only if they are **Sponsored** by recognized University organizations.

The President of the University delegates to the Vice President for Student Affairs a general control over university events outside of the classroom. All official college, school and university events (meetings, activities, outdoor parties; whether academic, cultural, or social) held on campus, in academic buildings, in residence halls, Lavin-Bernick Center, Alumni House, auditoriums and anywhere in the city of New Orleans, are to be posted by the **Sponsoring** department on the University Calendar, [H](http://tulane.edu/calendar/UH)[U](http://tulane.edu/calendar/UH)<http://tulane.edu/calendar/UH> Venue reservations should be made with the Reservation Managers for specific venues on campus. For example, the LBC Reservations and Administration Office schedules space in the Lavin-Bernick Center for University Life, McAlister Auditorium, and Rogers Memorial Chapel.

When a conflict in time or place arises, matters should be addressed at the reservations level first. In cases that require further review and resolution, the Vice President for Student Affairs is consulted and empowered to resolve the conflict. Further details on policy and procedure pertaining to these and related matters, may be obtained through the Office of the Vice President for Student Affairs.

### **Technology Services** [H](http://tulane.edu/tsweb/index.cfm)[U](http://tulane.edu/tsweb/index.cfm)<http://tulane.edu/tsweb/index.cfm>[U](http://tulane.edu/tsweb/index.cfm)

Technology Services is responsible for meeting the core technology needs of the Tulane University community. It provides students and faculty with information technology resources which enhance the learning experience and increase the depth and extent to which faculty and students can explore subjects. The Innovative Learning Center offers technology equipment and services to support these academic goals, including the administration of the Blackboard. Students and faculty have available an extensive library of software in mathematics, statistics, engineering, cartography, social sciences, and business, as well as major programming languages.

Technology Services manages the infrastructure of network, e-mail and internet services, backend databases, administrative systems, enterprise servers and telecommunications. The Helpdesk assists users with general access issues or difficulty with commercial software applications. It also operates several computer labs, both uptown and downtown. The use of hardware, software and other information technology resources is governed by the EDUCOM code on "Software and Intellectual Rights" :

"Respect for intellectual labor and creativity is vital to academic discourse and enterprise. This principle applies to works of all authors and publishers in all media. It encompasses respect for the right to acknowledge, right to privacy, and right to determine the form, manner, and terms of publication and distribution. Because electronic information is volatile and easily reproduced,

respect for the work and personal expression of others is especially critical in computer environments. Violations of authorial integrity, including plagiarism, invasion of privacy, unauthorized access, and trade secret and copyright violations, may be grounds for sanctions against members of the academic community."

Faculty can obtain software downloads at [H](http://tulane.edu/tsweb/software/index.cfm)[U](http://tulane.edu/tsweb/software/index.cfm)[H](http://tulane.edu/tsweb/software/index.cfm)  
Faculty should review the security policy available at [H](http://security.tulane.edu/UH)[U](http://security.tulane.edu/UH)[H](http://security.tulane.edu/UH)

### **University Services** <http://tulane.edu/studentaffairs/tom/>

A number of retail and service options are available for the convenience of the Tulane community. They include things like a barber shop and hair salon, express mail services, banks, etc. The latest information, including some Tulane discounts, can be found at the above link.

### **Office of Human Resources** <https://hr.tulane.edu/>

Workforce Management, located at 200 Broadway Street in Uptown Square, supports all of the activities that impact employment and performance throughout the life cycle of Tulane University employees. The pay and benefits administration of all faculty and staff employees are the responsibility of Workforce Management. Additionally, Workforce Management handles recruitment, orientation, compensation, records and performance management for staff employees. Workforce Management also monitors compliance with federal, state and local regulations.

## PART VIII. RECREATIONAL AND CULTURAL OPPORTUNITIES

### A. Campus Recreation

#### **Department of Campus Recreation** [H U<http://www.reilycenter.com/UH>](http://www.reilycenter.com/UH)

The Department of Campus Recreation offers a complete recreation program in which all faculty/staff may participate. Activities include intramural sports, club sports, instructional, fitness, and wellness programs, as well as children/family programs and summer day camp. Faculty, staff and their immediate families may also join the Reily Student Recreation Center,. Various membership levels are available.

The Reily Center opened in January, 1989, and features a 50 meter by 25 yard indoor pool, an outdoor "social pool" and sun deck, six racquetball courts, two squash courts, basketball, volleyball and badminton courts, 1/9 mile indoor jogging track, 7,000 square foot weight room, multi-purpose rooms, juice bar, pro shop, and non-credit instructional classes. For further information on the facility and programs, stop by the Reily Center located on McAlister extension or check the website.

Several organized programs are offered at "Reily".

- (a) Club Sports <http://www.reilycenter.com/index.php/clubsports/>  
Faculty members are eligible to participate in all club sports **Sponsored** by the Department of Campus Recreation.
- (b) Intramurals <http://www.reilycenter.com/index.php/intramuralsports/>  
The Intramural Sports Program consists of more than 40 activities conducted throughout the academic year and summer session. Events are open to members of the Reily Student Recreation Center. Those persons not affiliated with any organized group, but wishing to participate, should contact the Program Office.
- (c) Instructional Programs <http://www.reilycenter.com/index.php/group-exercise/>  
Reily's instructional classes are available to students, faculty, staff, Reily members and the general public interested in learning new skills and participating in activities that will provide a lifetime of enjoyment. Classes in dance, martial arts, golf, tennis, yoga, swimming are some of the training offered.
- (d) Fitness and Wellness [H http://www.reilycenter.com/index.php/group-exercise/](http://www.reilycenter.com/index.php/group-exercise/)  
The fitness programs are designed to increase an individual's strength, flexibility and aerobic capacity. The wellness offerings help to assess and improve overall health and well-being.

### B. Musical Organizations and Programs

Campus musical presentations provide entertainment in a variety of forms and offer opportunity for faculty participation.

Tulane Summer Lyric Theatre, [Hhttp://summerlyric.tulane.edu/UH](http://summerlyric.tulane.edu/UH), combines professional, university, and community resources in productions under the direction of the Department of Music. Faculty and student recitals in Dixon Hall are believed to constitute the oldest cultural activity in the city in point of continuous annual performance.

The Department of Music, [Hhttp://tulane.edu/liberal-arts/music/UH](http://tulane.edu/liberal-arts/music/UH), offers an amazing array of musical events. A Music at Midday program is presented each Wednesday in the Rogers Memorial Chapel. The Friends of Music series presents the most outstanding chamber music in New Orleans. There are also series which present outstanding guitar and piano artists in concert. There are several music ensembles including a chamber choir, orchestra, choir, concert band, jazz bands and musical theatre productions. The Tulane marching band entertains at athletic events. The University also has a gospel choir and Green Envy (small choir) under student direction.

### **Theatre and Dance** [Hhttp://tulane.edu/liberal-arts/theatre-dance/UH](http://tulane.edu/liberal-arts/theatre-dance/UH)

The Department of Theatre and Dance offers numerous productions of varied fare during the course of the academic year, ranging from the classics and contemporary selections, to the annual Newcomb Dance Concert. In addition, The Shakespeare Festival at Tulane offers professional productions during the summer. Also active in the summer is the department's children's theatre company, the Patchwork Players and the New Orleans Dance Festival among other special projects.

### **Tulane University Campus Programming (TUCP)** <http://tucp.strikingly.com>

TUCP is the largest programming organization on the Tulane Campus. It encompasses six committees and six executive positions staffed by more than 150 Tulane student volunteers. Each year the organization provides the entire Tulane community with a wide range of informative and entertainment events.

### **Tulane University Women's Association** [Hhttp://tulane.edu/tuwa/UH](http://tulane.edu/tuwa/UH)

TUWA, organized as the Tulane University Tea Committee in 1910, has evolved into an organization which includes faculty and staff wives and female faculty and staff. Invitations are sent each fall for membership and the Fall Coffee. The organization has approximately 500 members and **Sponsors** a variety of programs throughout the year. It gives its members the opportunity to know and work with University people both at Tulane and in the community.

### **The Lavin-Bernick Center for University Life (LBC)**

[Hhttp://tulane.edu/studentaffairs/lbc/UH](http://tulane.edu/studentaffairs/lbc/UH)

The Lavin-Bernick Center for University Life (LBC), and all of its services are open to the Tulane Community and the general public. The services include the University Bookstore, dining venues, a full service bank and ATMs, barber shop and hair salon, mailing and copy center, a travel office and other retail outlets. The Office of the Vice President for Student Affairs and many student organization offices are on the lower level. The LBC Reservations and Administration Office, the Olive Blue Catering Office, and meeting rooms are located on the upper level. The staff in these offices can assist with reserving meeting space, room set-up, technology needs and catering arrangement.

## **PART IX. UNIVERSITY RELATIONS AND DEVELOPMENT**

[UHhttp://tulane.edu/externalaffairs/index.cfmUH](http://tulane.edu/externalaffairs/index.cfm)

The Office of University Relations and Development is comprised of all externally focused areas of the university, including Government Affairs, University Communications and Marketing, Board Relations, Community Relations and Partnerships, and Alumni and Development Relations. The Office of the University Architect and Campus Planning also reports to the Office of University Relations and Development. The Senior Vice President for University Relations and Development heads up the area and reports directly to the president of the university.

### **University Relations and Development**

The Senior Vice President for Advancement, in consultation with the members of the President's Cabinet and the deans of the schools and college, the Development Committee of Tulane Board and the University Senate Budget Review Committee, formulates policies and programs relative to the financial support of the University from all philanthropic sources, coordinates and oversees the university's relationship with all government agencies, including federal, state, and local entities, and develops a cohesive communications, visual identity, marketing and branding strategy for the university in all forms of media in its outreach to both internal and external constituencies through the work of the following offices.

### **Government Affairs**

The office of Government Affairs works to advance Tulane's mission in research, teaching, and service by aggressively seeking government funding for university programs and activities; developing strategies for the university's coordinated response to challenges, threats, and opportunities related to federal, state, and local government legislation and activities; coordinating the development of university programs and cross-university partnerships that have the potential for significant government funding; and acting in an advisory capacity for on-going government-awarded projects as appropriate. The office also works to promote Tulane's image and relations in the community and with its neighbors, and with city, state, and federal government officials through targeted communications, special events, and publications.

### **University Communications and Marketing**

The office of University Communications and Marketing conducts and coordinates public relations, communications, and public affairs issues for the entire university with a variety of audiences, including alumni, potential donors, potential students, state and national education associations, other national organizations, the media, members of the university community, and the general public. It is also responsible for university publications, athletics marketing, website development, and development communications. The office handles all media activities for the university.



## **Alumni and Development Relations**

**Alumni Relations:** The Office of Alumni Affairs designs, executes, and coordinates activities that promote alumni involvement in the life of the university community. Alumni Councils in many cities nationwide serve as liaisons between alumni in the regions and the university.

**Constituency Development:** The office of Constituency Development designs, executes, and coordinates activities that forge strong bonds with and promote the active involvement of alumni, parents, staff, and council and board members in the life of the university community locally, regionally, and nationally. The office encourages the participation of new donors and existing constituent groups both in general and targeted giving campaigns, including Athletics, the Associates Program, and the Tulane Fund.

**Leadership Gifts:** The office of Leadership Gifts identifies and coordinates solicitation of individuals interested in supporting major university initiatives. The office seeks to identify potential donors at the major gift levels and higher, as well as donors interested in the targeted support of the schools of Architecture, Business, Law, Liberal Arts, Professional Advancement, Public Health and Tropical Medicine, Science and Engineering, Social Work, and the Newcomb-Tulane Undergraduate College.

**University Relations/Development Administration:** The office of Administration provides coordinated operational, budgetary, and human resource support for the overall University Relations and Development effort. The office manages the recording, acknowledgement, and reporting of gifts to the university (gift accounting); the alumni and development records systems; conducts individual prospect research and prepares development briefings, and writes proposals when requested (research).

**School of Medicine Development:** The office of School of Medicine Development focuses its efforts on forging stronger bonds with alumni, parents, and staff associated with the School of Medicine; raising funds for the school's Annual Fund through a wide range of targeted campaigns, events, and reunions; and cultivating relationships with new and potential donors who have both the capacity and interest to make major gifts in support of the school.

**Corporate, Foundation, and Research Relations:** The office of Corporate, Foundation, and Research Relations identifies potential corporate and foundation donors, initiates and maintains contact between the university and representatives of business, industry, and charitable foundations, and coordinates the submission of proposals for corporate and foundation giving in cooperation with faculty members and other administrative officers.

**Legal Affairs and Planned Giving:** The office of Legal Affairs and Planned Giving develops and coordinates activities that encourage future gifts, such as bequests, charitable remainder interests, trusts, life insurance, and memorials. The office is also responsible for ensuring that donor intent is honored in the administration of gifts dedicated for restricted purposes, serves as liaison with external investment managers, the Board of Regents' Eminent Scholar Program, and as custodian for the Planned Gifts program and other internal and external trusts.



**Board Relations:** The office of Board Relations facilitates the work of the Board of Tulane and enables it to carry out its responsibilities. The office schedules Board and Board committee meetings; prepares and distributes minutes and other records resulting from Board and Board committee meetings; and maintains an archive of Board minutes and other records and documentation. The Recording Secretary of the Board ensures that actions taken by the Board are within the limits of its Charter and Bylaws, are in accordance with those policies enacted by Board resolutions, and are reflective of the mission of the University, its governance structure, and its established policies and procedures.

### **University Architect and Campus Planning**

The Office of the University Architect and Campus Planning supports and implements the university's Strategic and Master Plans and goals for institutional development of its physical environment and building resources. The office undertakes planning efforts for campus housing; research space and facilities; classroom and administrative facilities and allocations; open space and landscaping; parking and circulation; environmental and accessibility planning and infrastructure. In coordination with Facilities Services and the Capital Projects and Real Estate Group, the office also directs campus planning activities for major university construction and campus improvement projects.

## PART X. EQUAL OPPORTUNITY / ANTI-DISCRIMINATION POLICIES

Tulane University is an Affirmative Action/Equal Employment and Educational Opportunity institution and consequently its Anti-Discrimination Policies protect students, faculty, and staff from discrimination based on race/color, sex, gender expression, gender identity, genetic information, religion, national origin, citizenship, marital status, pregnancy, sexual orientation, age, disability, military status, veteran status, and any other legally protected class. Tulane University's Equal Opportunity/Anti-Discrimination Policies, including the complaint procedures for such matters, are located [here](#).

Tulane's Office of Institutional Equity (OIE) monitors on an ongoing basis compliance with University policies and procedures concerned with non-discrimination/ affirmative action/equal employment and educational opportunity. Any grievances, complaints, or concerns of alleged discrimination, harassment, or retaliation should be reported immediately at <http://tulane.edu/concerns>.

Direct inquiries regarding these policies may be referred to the Office of Institutional Equity by email at [oiie@tulane.edu](mailto:oiie@tulane.edu) or by telephone at (504) 862-8083.

Kathryn Fernandez, Executive Director Campus Accessibility & ADA/504 Coordinator, Disability Services, is Tulane's designated Coordinator for Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA). She may be reached by email [kfernandez@tulane.edu](mailto:kfernandez@tulane.edu) or by telephone at (504) 247-1751.

Meredith Smith, Assistant Provost for Title IX and Clery Compliance, Office of Academic Affairs, is the designated Title IX Coordinator for Title IX of the Education Amendments Act of 1972. She may be reached by email [msmith76@tulane.edu](mailto:msmith76@tulane.edu) or by telephone at (504) 314-2160.

### Americans with Disabilities Act

~~\*The University is committed to nondiscrimination and employment of qualified individuals with physical and mental disabilities in accordance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), and state and local laws and ordinances. An individual is considered to have a disability if they have a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.\*~~

~~The ADA prohibits discrimination against a qualified individual with a disability in employment practices such as job application procedures, hiring, promotion, discharge, compensation, training, benefits and other conditions of employment. A qualified individual is one who can perform the essential functions of his or her job with or without a reasonable accommodation.\*~~

~~The ADA also requires that employers provide reasonable accommodations to qualified individuals with known disabilities. A reasonable accommodation is designed to assist an employee in the performance of his or her job without placing an undue hardship on Tulane or posing a direct threat to the employee or to other individuals.\*~~

*\*[Tulane's new Equal Opportunity Anti-Discrimination Policies were approved in June 2020. The above language was replaced by new language in June 2020.]*

*\*In keeping with Tulane's commitment to diversity and inclusion, Tulane seeks to ensure access to its programs and activities to the broadest possible audience. Tulane complies with federal and state laws concerning the employment of people with disabilities, including Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA), and follows the regulations issued by the Equal Employment Opportunity Commission (EEOC). It is Tulane's policy to reasonably accommodate qualified individuals with disabilities when accommodation is necessary to allow an individual to compete for a job, perform the essential functions of a job, and/or enjoy equal benefits and privileges of employment, and where the accommodation would not impose an undue hardship on the university.\**

*\*[Tulane's new Equal Opportunity Anti-Discrimination Policies were approved in June 2020. The above language was replaced by new language in June 2020.]*

The Office of Disability Services has been designated to coordinate employee requests for workplace accommodations. Employees should make accommodation requests directly to the Office of Disability Services. It is your responsibility to request an accommodation. Tulane may require written documentation from your health care provider with knowledge of your limitations. If the Office of Disability Services notifies the Office of Human Resources that an accommodation has been approved, implementation of the accommodation will be handled by your department.

If you requested and were granted an accommodation, you must report changes in your ongoing need for accommodation.

The University has adopted an internal grievance procedure providing for prompt resolution of complaints alleging violation of the University's ADA policy. If you have concerns regarding denial of a reasonable accommodation or the specific accommodation selected by the University, you are encouraged to review the process with the Office of Disability Services. In the event you disagree with the determination or proposed accommodation or believe you have been discriminated against based on a disability, you should contact the Office of Institutional Equity.

## **Title IX**

It is the policy of Tulane University to comply with Title IX of the Education Amendments of 1972, which prohibits discrimination (including sexual harassment and sexual violence) based on sex in the University's educational programs and activities. Title IX also prohibits retaliation for

asserting claims of sex discrimination. Tulane University has designated Title IX Coordinators, to coordinate Tulane's compliance with and response to inquiries concerning Title IX.

Faculty, Staff or Students may contact the following for information:

Meredith M. Smith, Title IX Coordinator  
Tulane University  
Office of Academic Affairs and Provost  
6823 St. Charles Avenue  
Lavin-Bernick Center for University Life, Room G02  
New Orleans, LA 70118  
[msmith76@tulane.edu](mailto:msmith76@tulane.edu)  
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## **PART XI. NEPOTISM POLICY**

Tulane University's standards for employment decisions such as hiring, promoting, reappointing, evaluating, awarding salary and terminating employment are based on qualifications for the position, ability and performance. The University attempts to avoid favoritism and the appearance of favoritism and conflicts of interest in employment decision and reserves the right to take action when relationships or associations of employees impact its mission. It is against University policy for an employee to supervise a relative or to work in positions that have an audit or control function over a relative except in circumstances as indicated below.

The employment of relatives is permissible if the following general principles are applied. For purposes of this policy, "Relatives" means a connection between persons by blood, marriage, adoption, or other personal relationship including co-habitation.

Employment of relatives in the same unit or department or under the same supervisor is authorized only with the prior written approval of the head of the unit or department and the Senior Vice President for Academic Affairs and Provost for faculty members or the Office of Human Resources for all staff members, as appropriate. In addition, relatives should not participate in activities that have the potential for influencing employment decisions.

### **A. General Principles:**

- (a) To avoid possible conflicts of interest, any dean, director, department head, chairperson, supervisor or participant in peer or administrative review procedures who is a Relative of an employee or job applicant must not participate either formally or informally in decisions (including rendering advice on decisions) on personnel matters affecting the Relative, including, but not limited to decisions to hire, retain, promote or determine salary.
- (b) In cases where an employee would have primary responsibility for the assignment, supervision, and evaluation of duties for a Relative, an appropriate individual must be designated by a higher level administrator (e.g., director, department head, dean, vice president, provost, president) to perform the functions of such employee in the decisions to hire, retain, promote, assign duties or set the salary of the individual "related" to the employee.
- (c) Within the limitations set forth above, individuals "related" to other Tulane University employees have the general rights extended to employees in comparable positions. For example, a faculty member has the right to serve on a departmental peer review committee even though a Relative will be considered by the Committee. The faculty member, however, would not participate in the review of the Relative. However, this policy has no effect upon the administration of employee benefit plans and creates no contract rights to employees.

- (d) Supervision and evaluation procedures, even when altered as described above, should ensure comparable treatment of employees.
- (e) In circumstances which have the potential for the conflicts of interest referenced in item #1 above, individuals have the responsibility for disclosing that a **Conflict of Interest** may exist to the dean, director, department head or other relevant administrator and to other affected employees prior to making any employment decisions. The specifics of the potential conflict do not have to be provided.

Decisions about individual cases should be made on the basis of these principles. In cases where the application of a principle is disputed, the administrator at the next level may be asked to assist in resolution. If resolution cannot be achieved, an employee can follow the established procedure for filing a grievance. The President shall have final approval regarding application of the general principles to particular cases. Not every relationship that can create favoritism or the appearance of favoritism can be listed here. Whenever an employee enters into a relationship with another employee, s/he should ask whether there may be favoritism or the appearance of favoritism or whether an audit or control function may be compromised.

## PART XII. POLICY ON CONSENSUAL RELATIONSHIPS

### A. Preamble

~~\*Interactions between the students of Tulane University and those administrators, faculty and staff who have institutional authority over them are to be guided by mutual trust, confidence, and professional ethics. Any consensual relationship between a student on the one hand and any faculty member, administrator, or staff member on the other has the potential to put these values at risk. Likewise, familial or collegial relationships (such as holding a position of authority over one's children, one's colleagues, or family members of colleagues) may lead to the reality or the perception of bias. The University calls the attention of all members of the university community to these dangers, and notes the appropriateness of existing grievance procedures for dealing with abuses that may arise in all these situations. In this policy, the University wishes to deal with the specific issue of consensual relationships in which one of the parties holds a position of authority over the other. The power differential characterizing such relationships creates the risk of conflicts of interest, violations of trust, abuses of power, and breaches of professional ethics.~~

~~The Policy on Consensual Relationships is intended to guard against such risks while protecting the rights of all parties. Acts or allegations of harassment shall be handled in accordance with the University's Harassment Policy, which shall take precedence over this policy with respect to such acts or allegations. Acts or allegations regarding nepotism shall be handled in accordance with the University's Nepotism Policy, which shall take precedence over this policy with respect to such acts or allegations.~~

### B. Policy

~~Those employed by Tulane University shall not engage in consensual relationships with students relative to whom they hold a position of authority (see definition below) in such matters as instructing or otherwise evaluating, supervising, or advising the student as part of any school program or activity, whether academic or non-academic. Should a consensual relationship develop between a person in a position of authority and a student, the person in authority shall immediately remove him or herself from such position of authority. The greater responsibility for termination of the position of authority rests with the person in authority. However, all members of the Tulane community bear a responsibility. Persons in authority with no professional responsibilities for a student should be sensitive to the perception that consensual relationships may lead to preferential treatment. If the person in authority or the student declines to dissolve the institutional relationship, the University will take steps to do so.~~

### C. Definitions

- ~~(a) Persons in authority include, for the purposes of this policy only, those who supervise, advise, teach, coach, evaluate, allocate financial aid to, and/or guide research by students, be they:
  - ~~1) Faculty members~~
  - ~~2) Graduate students~~
  - ~~3) Staff members, or~~
  - ~~4) Administrators.~~~~
- ~~(b) Students are defined as all full or part-time students enrolled in any academic division of Tulane University.~~
- ~~(c) A consensual relationship is defined as any consensual dating, romantic, sexual, or marriage relationship.~~
- ~~(d) Position of authority includes, but may not be limited to, situations in which the individual makes or is responsible for an evaluation of a student for admission, course-work, student employment or internship, promotion, financial aid, research funding, suspension, expulsion, or other discipline. (Those providing instruction without evaluation are not necessarily in positions of authority. This is reviewed on a case by case basis by the academic officer to whom the individual reports.)~~

## **D. Procedures**

~~When a consensual relationship exists or develops, the position of authority over the student must be avoided or immediately terminated. Avoidance or termination includes, but is not limited to:~~

- ~~(a) a qualified alternative faculty, staff member, or administrator taking the position of authority in non-course-based academic work or student employment;~~
- ~~(b) the student not enrolling in a course, dropping a course, or transferring to another course or section taught by another individual;~~
- ~~(c) transferring to another person the authority over any benefit(s) for which the student is eligible.~~

~~An allegation that a person in authority has failed to avoid or terminate a position of authority when a consensual relationship has developed will be referred in writing to the Office of the Dean of the school in which the student is enrolled. The person making a complaint (hereinafter the complainant) may be a faculty or staff member or a student; the complaint and all supporting evidence and information must be given in writing. Once an alleged violation of this policy has been reported, the written complaint shall be reviewed by the associate dean of the school of the accused student to confirm that the charge being made falls within the scope of this policy and that all initial documentation has been prepared. The associate dean shall consult with the complainant and the cited student if necessary to ascertain what witnesses should be called in the hearing, and to make sure that all concerned understand the workings of this policy. The associate dean shall also inform the cited student of his or her rights under this policy, including the right to be accompanied to the hearing by a counselor/advisor. This initial review shall take place if possible within two (2) working days of the time when the formal charge is made. If, in~~



~~the considered opinion of the associate dean, the charge is improper and should not be taken to a hearing, that decision shall be communicated to the Dean of that school and then to the complainant, who retains the right to have the associate dean's decision reviewed by the chair of the Senate Committee on Academic Freedom and Responsibility of Students and a designated faculty member and student from that committee. The reviewers may set aside the associate dean's decision.~~

~~If the charge is brought to a hearing, all parties to the case on either side shall be allowed four (4) working days to review all the written documents before the date set for the hearing. In the case of a faculty member, the hearing body is the faculty grievance committee of the faculty member's school. In the case of a graduate student teaching assistant, the hearing will be conducted by the department chair and the Associate Provost for Graduate Studies and Research. In the case of a staff member, the procedure outlined for staff in Section V.I, "Standards of Conduct" of the Staff Handbook under the subheading "Grievance Review Procedure" will be followed. In the case of an administrator, the hearing will be conducted by the person to whom the administrator reports. Within seven (7) working days of receiving the complaint, the designated body or officer of the university shall have completed the hearing and arrived at a finding concerning whether a consensual relationship exists. The finding will be communicated to both parties and the office of the student's Dean.~~

~~If the finding is that a consensual relationship exists and neither of the parties agrees to termination of authority, the appropriate officer of the university shall terminate the position of authority between the two persons. In the case of a faculty member, the school grievance committee will inform both parties and the office of the student's Dean of its findings. If the committee recommends the termination of the position of authority, the committee will refer its recommendation to the office of the student's dean. The office of the student's Dean will immediately implement the committee's recommendation. In the case of a graduate student instructor, this will be the Dean of the graduate student instructor's school. In the case of a staff member, this will be the individual outlined in Section V.I, "Standards of Conduct," of the Staff Handbook. In the case of a student declining alternative instruction, this will be the office of the student's Dean. In the case of a student declining alternative supervision of non-instructional academic work (such as thesis readership, etc.) this will be the department chair. In the case of a student declining alternative work supervision, this will be the individual at the next supervisory level. In the case of an administrator, this will be the person to whom the administrator reports. In the case of the President of the University, this will be a full session of the Board of Administrators.~~

## **E. Objectivity**

~~The complainant and the cited parties are entitled to an investigation conducted by an impartial **Investigator**. Thus, if any person charged with overseeing or investigating complaints is implicated in the complaint, or has any personal issue that would cause a **Conflict of Interest**, he or she shall recuse him or herself from the proceeding.~~

## **~~F. Notice of Outcome~~**

~~In no more than two (2) working days after a decision has been reached, the appropriate officer of the university shall notify the parties to the proceeding, in writing, of the findings and the outcome of the investigation.~~

## **~~G. Appeals~~**

~~Appeals must be made within five (5) working days of the receipt of the written notice of the investigation. Where the accused is a faculty member, any appeal must be filed in writing with that faculty member's dean and with the University Senate Committee on Faculty Freedom, Tenure, and Responsibility. FTFR will review appeals in accordance with the grievance procedures described in the University Senate Constitution, By Law III (Standing Committees), Section 1 (Committee Functions): Committee on Faculty Tenure, Freedom, and Responsibility: Functions. Where the accused is a student, the appeal shall be reviewed in accordance with the appeals procedures described in the Code of Student Conduct. Where the accused is a staff member or an administrator, the President of the University shall review appeals, according to the procedure set forth in Section V.I, "Standards of Conduct," of the Staff Handbook. Where the accused is an administrator, a committee of the Board of Administrators shall review appeals. When the accused is the President of the University, the full Board of Administrators shall review appeals.~~

## **~~H. False Allegations~~**

~~Persons who knowingly make false allegations that a consensual relationship coexists with position of authority shall be subject to appropriate sanctions based on the severity of the conduct and in accordance with the provisions of applicable statutes, employment contracts, university policies, disciplinary procedures for faculty as described in the Faculty Handbook, disciplinary procedures for staff as described in the Staff Handbook and disciplinary procedures for students as described in the Code of Student Conduct and other student discipline codes. If the complainant is found guilty of making a false allegation, a letter is to be placed in the complainant's permanent file containing that finding.~~

## **~~I. Faculty Rights~~**

~~Nothing herein shall abridge the rights of faculty as outlined in the Tulane University Faculty Handbook.~~

## **J. Dissemination of Policy**

~~This policy will be distributed to all faculty, staff, students, administrators, and will be made available to anyone else connected with Tulane University. All Tulane University employees and students who subsequently become part of the educational community shall be informed of this policy during their orientation. This policy may be revised from time to time (See J. Revisions to Policy below) and such revisions will be posted on the University's official website. Any incident reported under this policy will be governed by the policy posted on the website at the time of the incident.~~

## **K. Revisions to Policy**

~~Proposed revisions to this policy will be presented to the University Senate for approval or disapproval.\*~~

*\*[The above language was replaced by the new Consensual Relationships Policy, appended to this handbook by the University Senate on May 4, 2020.]*

## **A. Reason for Policy**

\*Tulane's mission includes enriching the capacity of individuals to learn and to lead with integrity. Every member of the University has a fundamental interest in participating in activities free from conflicts of interests, favoritism, and exploitation. Tulane is committed to ensure equal educational opportunity for all students as the law requires. Academic freedom imposes a correlative obligation of professionalism and professional ethics. Because of the power asymmetry of the teacher-student relationship, romantic and sexual relationships between faculty and students may compromise faculty members' judgments of students, endanger students' right to equal educational opportunity, and create the appearance of bias and unprofessionalism among third parties disrupting the climate of the academic unit or work group. Romantic and sexual relationships between students and faculty risk undermining the essential educational purpose of the University, call the academic integrity of the professoriate and the institution into question, and create risk for the University.

The role of the teacher is multifaceted, including serving as intellectual guide, mentor, role model and advisor. This role is at the heart of the University's educational mission and its integrity must be maintained. The teacher's influence and authority can extend far beyond the classroom and into the future, affecting the academic progress and careers of our students.

Accordingly, the University expects teachers to maintain interactions with students free from influences that may interfere with the learning and personal development experiences to which students are entitled. In this context, teachers include those who are entrusted with academic responsibility over students by Tulane to teach, supervise, mentor and coach students, including faculty and consulting faculty of all ranks, lecturers, academic advisors, and principal investigators.

As a general proposition, the University believes that a sexual or romantic relationship between a teacher and a student is inconsistent with the proper role of the teacher. Not only can these relationships harm the educational environment for the individual student involved, they also undermine the educational environment for other students. Furthermore, such relationships also expose the teacher to charges of misconduct.

## **B. Who is Covered by this Policy?**

All University employees and students are covered by this policy. Such positions include (but are not limited to) teacher and student, supervisor and employee, senior faculty and junior faculty, mentor and trainee, adviser and advisee, teaching assistant and student, principal investigator and postdoctoral scholar or research assistant, coach and athlete, attending physician and resident or fellow, and individuals who supervise the day-to-day student living environment and their students.

## **C. Policy**

### **I. Teachers and Undergraduates**

Because of the inherent power imbalance, **sexual or romantic relationships between teachers and undergraduate students are prohibited**—regardless of past, current, or future academic or supervisory responsibilities for that student. (In the rare case where there may be an exception, see disclosure section.)

### **II. Teachers and Graduate Students**

**Whenever a teacher has had, or in the future might reasonably be expected to have, academic responsibility over any student, such relationships are prohibited.** (In a case where there may be an exception, see disclosure section.) This includes, for example, any faculty member who teaches in a graduate student's department, interdisciplinary program, or center because even informal channels of authority are problematic. Conversely, no teacher shall exercise academic responsibility over a student with whom they have previously had a sexual or romantic relationship. "Academic responsibility" includes (but is not limited to) teaching, grading, mentoring, advising on or evaluating research or other academic activity, participating

in decisions regarding funding or other resources, clinical supervision, and recommending for admissions, employment, fellowships or awards. In this context, students include graduate and professional school students, postdoctoral scholars, and clinical residents or fellows. It is the responsibility of the academic unit to support students in implementing this policy.

### III. Staff

Certain staff roles (including but not limited to deans and other senior administrators, coaches, supervisors of student employees, residence directors, as well as others who mentor, advise or have authority over students) also have broad influence on or authority over students and their experience at Tulane. For this reason, **sexual or romantic relationships between such staff members and undergraduate students are prohibited**. Similarly, relationships between staff members and **graduate** students over whom the staff member has had or is likely in the future to have such influence or authority are prohibited.

When a preexisting sexual or romantic relationship between a University employee and a student falls under this policy—or if the policy covers a relationship due to a change in circumstances—the employee must both **recuse** themselves from any supervisory or academic responsibility over the student, and **notify** their supervisor, department chair, dean, human resources manager, or the Office of Institutional Equity about the situation so that adequate alternative supervisory or evaluative arrangements can be put in place. This obligation to recuse and notify exists for past as well as for current relationships. Failure to disclose the relationship in a timely fashion will itself be considered a violation of policy. The University understands that sexual or romantic relationships are private and treats such information to the extent practicable as confidential.

### IV. Student Teachers, Teaching Assistants and Graders

Existing policies govern student responsibilities towards one other. The current policy applies when undergraduate or graduate students or post-doctoral scholars are serving in the teaching role as teachers, TAs, graders or research supervisors. The policy does not prohibit students from having consensual sexual or romantic relationships with fellow students. However, if such a relationship exists between a student teacher and a student in a setting in which the student teacher is serving in this capacity, they shall not exercise any evaluative or teaching function for that student. **Furthermore, the student teacher must recuse themselves and notify their supervisor or the Office of Institutional Equity so that alternative evaluative, oversight or teaching arrangements can be put in place.** This obligation to recuse and notify exists for past as well as for current relationships. Failure to notify and recuse in this situation will be subject to discipline under the Faculty Handbook.

### V. Relationship Between Employees

Consensual sexual or romantic relationships between employees (including faculty) are not in general prohibited by this policy; however, relationships between employees in which one has direct or indirect authority over the other are always potentially problematic, including

not only relationships between supervisors and their staff, but also between senior faculty and junior faculty, faculty and both academic and non-academic staff.

Where such a relationship develops, the person in the position of greater authority or power **must recuse** themselves to ensure that they do not exercise any supervisory or evaluative function over the other person in the relationship. Where such recusal is required, the recusing party must also **notify** their supervisor, department chair, dean, human resources manager, or the Office of Institutional Equity so that person can ensure adequate alternative supervisory or evaluative arrangements are put in place. Such notification is always required where recusal is required. This obligation to recuse and notify exists for past as well as for current relationships. Failure to disclose the relationship in a timely fashion will itself be considered a violation of policy. The University understands that sexual or romantic relationships are often private in nature and the University treats such information sensitively and (to the extent practicable) confidentially.

The University has the option to take any action necessary to ensure compliance with the spirit of this policy, including transferring either or both employees to minimize disruption of the work group.

The academic unit has the responsibility to support students in ensuring this policy.

## D. Duty to Disclose

If there is any doubt whether a relationship falls within this policy, individuals should disclose the facts and seek guidance rather than fail to disclose. Questions may be addressed to your supervisor, department chair, relevant dean, human resources manager, or to the Office of Institutional Equity. In those rare situations where it is programmatically infeasible to provide alternative supervision, academic responsibility and/or evaluation, the dean, director or supervisor must approve all (as applicable) academic responsibility, evaluative, and compensation actions.

Employees who engage in sexual or romantic relationships with a student or other employee contrary to the guidance, prohibitions and requirements provided in the policy are subject to disciplinary action up to and including dismissal, depending on the nature of and context for the violation. They will also be held accountable for any adverse consequences that result from those relationships.

Tulane's policy with regard to nepotism can be found in the Faculty Handbook. Nothing herein shall abridge the rights of faculty as outlined in the University's Faculty Handbook.”\*

*\*[The above language is the new Consensual Relationships Policy, appended to this handbook by the University Senate on May 4, 2020.]*

## **PART XIII. POLICY ON BILLING AND REIMBURSEMENT OF HEALTH CARE SERVICES**

This Code of Conduct evidences the commitment of Tulane University (“Tulane”) and its employees, agents, and contractors to full compliance with all laws and regulations regarding billing for health care services. Tulane is committed to ensuring that billing to and reimbursement from the Medicare program, Medicaid program, and all other federal health care programs is in compliance with the regulations and guidance for billing such programs. It is Tulane’s policy to educate our employees, agents and contractors about the provisions of the federal and state laws that prohibit the submission of false claims and false statements as well as about the whistleblower protections contained in these laws and the role that these laws play in detecting and preventing fraud, waste, and abuse.

### **A. Applicability**

This Code of Conduct applies to all Tulane employees, agents and contractors, however, health care providers and individuals supporting health care providers are more likely to encounter the situations described in this Code of Conduct. Those employees, agents and contractors who provide health care services, are members of Tulane University Medical Group, or who provide administrative, managerial, financial or other support for Tulane’s health care functions should ensure that they fully understand this Code of Conduct.

### **B. State and Federal Laws**

Both federal and Louisiana law prohibit Tulane from knowingly presenting a false or fraudulent claim to Medicare, Medicaid, or other federal health care programs. Federal law defines a “false claim” as knowingly presenting false or fraudulent claims for payment or making or using a false record or statement to receive payment for a claim. Louisiana law defines a “false or fraudulent claim” as a claim that a health care provider (or his/her agent) submits knowing the claim to be false, fictitious, untrue, or misleading in regard to any material information.

Examples of false claims could include billing for services not rendered or goods not provided, falsifying certificates of medical necessity, falsifying medical records, unauthorized use or unauthorized assignment of provider billing numbers, and failing to report overpayments or credit balances. All of the data elements that must be included in submissions for reimbursement from Medicare, Medicaid and other federal health care programs must be accurate. Violations of these federal and state laws can subject Tulane to significant fines and penalties.

### **C. Protection of Whistleblowers**

The federal and state laws contain certain protections for “whistleblowers” who alert the appropriate governmental authority of a violation of the false claims acts. Under these laws, any person with actual knowledge of an allegedly false claim, including employees, agents and contractors, may, under certain conditions, become a whistleblower under these statutes and is

free to notify the appropriate state or federal governmental authorities if he/she does not believe that Tulane is responding appropriately when notified about potential violations. Employers are prohibited from taking adverse or retaliatory action against a whistleblower who in good faith notifies the appropriate governmental authority of an alleged violation. Whistleblowers may also be entitled to relief, including employment reinstatement, back pay, and other compensation arising from retaliatory conduct against the whistleblower.

## **D. Tulane's Policies and Procedures**

Tulane University is committed to promoting ethical practices and to preventing and detecting fraud, waste, and abuse. Tulane systematically reviews its compliance with the rules and regulations of Medicare, Medicaid, and other federal payors. Tulane also has in place compliance procedures for audits, personnel training and continuing education. Tulane's compliance personnel regularly apprise themselves and the organization of current state and federal statutory and regulatory developments to ensure that Tulane is compliant with the rules governing federal and state health care programs claims submissions.

In addition, Tulane relies on its employees to notify it of any potential inaccurate billing so that we are not accused of violating the laws that prohibit the submission of false claims to the government. Tulane makes it a part of the duty of all employees to assist it this commitment to accurate billing by reporting any potential improprieties without fear of retaliation. Tulane employees may report potential billing violations directly to their supervisor or to the "hotline" maintained by Tulane for this purpose, which can be reached at 504-314-CALL (2255).

Alternatively, information on the hotline and reporting any potential improprieties can be found at <http://tulane.edu/audits/hotline.cfm>.

For more information on this topic, information on the University Compliance website. <http://tulane.edu/compliance/>



## **PART XIV. SMOKING POLICY**

The following policy applies to all units of the University:

Smoking is prohibited in all University buildings. This includes work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, cafeterias, hallways, and vehicles. Employees who smoke should do so outside during their designated break and lunch periods. Complaints regarding this policy should be directed in writing to the Office of Environmental Health and Safety.

“No Smoking” signs or the international “No Smoking” symbol must be clearly posted and ashtrays must be removed where smoking is prohibited. Facilities Services will be responsible for the installation of the required signs.

The law provides for fines for individuals and employers who do not comply with the above-mentioned requirements. The maximum fine for an employer could be \$500. Payment for such fines is the responsibility of the employee or the Department where the infraction occurred.

## PART XV. NEW FACULTY HANDBOOK CHAPTERS

*[Any change to these chapters requires two readings at separate regular meetings of the University Senate and a 2/3 vote of those present.]*

### CHAPTER 4: FACULTY: APPOINTMENTS, PROMOTION, AND TENURE

#### 4.1 Faculty Membership

The faculty of Tulane University is defined as those engaged in teaching and research/creative activity appointed to appropriate faculty status by the Board of Administrators of the University in accordance with the existing constitutions of the college, schools, and centers of the University.

#### 4.2 Annual Reviews

Tulane University reviews the performance of all its faculty members (tenure-track, non-tenure track, full time and part time) annually to assess performance and to determine adjustments in salary. Faculty annual reviews highlight achievements and can help faculty to improve performance and/or address deficiencies, thus contributing to overall enhanced excellence. Although each school has specific procedures, annual reviews assess the faculty member's professional trajectory towards meeting the goals set for the position and include a systematic evaluation of the faculty member's performance in the past year, addressing scholarly/creative productivity, teaching, and service, as appropriate depending on appointment responsibilities. The process is internal and relies on department chairs (sometimes with the collaboration of departmental review committees) reporting results to deans. In schools without departments, the dean or their designee is responsible for annual reviews. The results of the annual review process are expected to inform the dean's recommendations to the Senior Vice President for Academic Affairs and Provost of the school's annual salary budget.

[Approved by the University Senate on February 7, 2022]

#### 4.3 Academic Titles Currently in Use

The titles below are used by all Schools.

##### 4.3.1 Tenured and Tenure-Track (Full-Time)

###### **Assistant Professor:**

This is an entry-level position to the tenure-track open to those who hold a Ph.D. or the terminal degree in their field. Candidates for appointment demonstrate promise as a scholar and teacher.

The criteria for reappointment include evidence of scholarly and/or artistic achievement, success as a teacher and service to the University.

**Associate Professor:**

Appointment to this rank is accorded to an individual who has attained scholarly distinction of high quality as demonstrated by scholarly and/or artistic achievement, teaching excellence, service to the University and the profession, and extra-mural support, as appropriate to the field.

**Professor:**

Appointment to the Rank of Professor is made not merely on the basis of length of service but in recognition of outstanding quality. The title signifies that the holder is an accomplished scholar and/or artist of distinguished achievement who has won national or international standing in his or her field, and a successful teacher with a record of service to the University and the profession and a track-record of extra-mural support, as appropriate to the field.

4.3.2 Non-Tenure Track (Full or Part-Time) (For all Schools except the School of Medicine)

**Instructor:**

In most schools, this is an entry-level position for individuals who have not yet completed the terminal degree. Appointments are for no more than three years and may be renewed following appropriate review. In the School of Law, instructors hold the terminal degree and are appointed to the Law School clinics to supervise and assist students in the management of client cases. After completion of a second term and appropriate faculty review, instructors may be promoted to Senior Instructor.

**Professor of Practice, Senior Professor of Practice, Lecturer, Senior Lecturer:**

For individuals engaged primarily in teaching and teaching-related duties. Professors of Practice /Lecturers typically hold a terminal degree in their field or have appropriate professional experience. Appointments are typically for no more than three years and may be renewed following appropriate review. After completion of a second term and appropriate faculty review, Professors of Practice and Lecturers may be promoted to Senior Professor of Practice /Senior Lecturer and reappointed for five-year terms. After completion of a second term as Senior Professor of Practice /Senior Lecturer and appropriate faculty review, Senior Professors of Practice/Lecturers may be reappointed for seven-year terms.

**Clinical Professor (Instructor, Assistant Professor, Associate Professor, Full Professor)**

A category of faculty membership in the School of Public Health and Tropical Medicine, the School of Social Work, and the School of Law for individuals engaged in clinical practice, clinical or skills teaching, and/or clinical research who do not have the same research expectations as tenure-track faculty. Clinical professors typically have a terminal degree in their field or appropriate professional experience. Clinical instructors do not have to have a terminal degree but should have appropriate professional experience. Appointments at the level of Instructor or Assistant Professor are typically for no more than three years and may be renewed following appropriate faculty review. Appointment at the level of Associate Professor may be renewed for five-year terms. After two renewals as Associate, seven-year appointments may be issued subsequent to appropriate faculty review. Promotions within the rank are subject to appropriate faculty review and dean and Provost approval.

**Research Professor (Instructor, Assistant Professor, Associate Professor, Full Professor)**

For individuals engaged primarily in conducting research, usually with external funding. Research Professors (at any rank) are generally not expected to undertake regular service and/or teaching responsibilities. Appointments are typically for no more than three years and may be renewed following appropriate faculty review.

**University Professor**

A title awarded very selectively to individuals whose accomplishments in the public sphere bring special recognition to Tulane University. University Professors engage renowned public leaders and artists with Tulane's teaching and research missions. The title is bestowed upon the recommendations of the President in recognition of a uniquely distinguishing record of achievement. University Professors may teach at graduate and undergraduate levels, conduct research and/or creative activity and share their expertise with the greater Tulane community. University Professors do not receive and are not eligible for tenure. University Professors do not receive and are not eligible for tenure. University Professors are typically appointed for five-year terms, renewable upon appropriate faculty review.

**4.3.3 Non-Tenure Track (Full or Part-Time) (For the School of Medicine)*****4.3.3.1 Tracks***

Non-tenure track faculty in the School of Medicine are appointed to one of three tracks: Research, Clinical, or Education. Full-time faculty in these tracks can hold the titles of Assistant Professor, Associate Professor and Professor. Non-tenure track faculty in the School of Medicine are not expected to undertake responsibilities outside of those identified for the particular track, as defined in the school's constitution. In addition, the following titles are also in use:

**a) Instructor:**

In the School of Medicine, instructors may be appointed to the research, clinical or education ranks. A terminal degree is not required. Appointments are normally for one year. After completion of a second term and appropriate faculty review, Instructors may be promoted to Senior Instructor.

**b) Professor of the Practice, Senior Professor of the Practice, Lecturer, Senior Lecturer:**

For individuals engaged primarily in teaching and teaching-related duties, Professors of Practice/Lecturers typically hold a terminal degree in their field or have appropriate professional experience. Appointments are for no more than three years and may be renewed following appropriate review. After completion of a second term and appropriate faculty review, Professors of Practice/Lecturers may be promoted to Senior Professor of Practice/Senior Lecturer and reappointed for five-year terms. After completion of a second term as Senior Professor of Practice/Senior Lecturer and appropriate faculty review, Senior Professors of Practice/Senior Lecturers may be reappointed for seven-year terms.

### **c) University Professor:**

A title awarded very selectively to individuals whose accomplishments in the public sphere bring special recognition to Tulane University. University Professors engage renowned public leaders and artists with Tulane's teaching and research missions. The title is bestowed upon the recommendations of the President in recognition of a uniquely distinguishing record of achievement. University Professors may teach at graduate and undergraduate levels, conduct research and/or creative activity and share their expertise with the greater Tulane community. University Professors do not receive and are not eligible for tenure. University Professors are typically appointed for five-year terms, renewable upon appropriate faculty review.

#### **4.3.4 Visiting Faculty (Lecturer, Professor of the Practice, Assistant Professor, Associate Professor, Professor)**

This category of faculty membership is for individuals with the terminal degree or appropriate professional experience on temporary appointment. Appointment to the visiting ranks is normally made for no more than two years but may be renewed for an additional third year by permission of the Senior Vice President for Academic Affairs and Provost. If a visiting faculty member receives a tenure-track faculty appointment at Tulane, the period of the visit may be counted as part of the probationary period, at the discretion of the dean of the school and in negotiation with the faculty member.

#### **4.3.5 Part-Time Faculty (Adjunct)**

Individuals with part-time appointments; rank will be determined by the dean upon the recommendation of the department and with the approval of the Senior Vice President for Academic Affairs and Provost. Appointment to adjunct faculty ranks may also be used for academically qualified persons employed by the University for administrative duties or for faculty members whose primary appointment is in another department or school. Individuals may serve as adjunct faculty for an unlimited time through successive reappointments, so long as their teaching is part time. The University does not guarantee continuity of appointment for any person in the adjunct faculty. Part-time is defined as teaching no more than 6 credit hours per semester (12 credit hours per academic year) for 9 month-appointment faculty.

In the School of Medicine, the modifier "Clinical" is used as a prefix for part-time clinical faculty. The modifier "Adjunct" is used as a prefix for part-time non-clinical faculty.

#### **4.3.6 Voluntary Faculty (Adjunct; Part-time non-salaried)**

Title used in the School of Medicine for individuals who volunteer their services to the school. The modifier Adjunct is used in addition to the appropriate title (Professor, Associate Professor, Assistant Professor, and/or Instructor).

#### 4.3.7 Affiliated Academic Staff (Non-Faculty Titles)

Artist in Residence, Scholar in Residence, Writer in Residence, and Visiting Scholar: For individuals of special expertise, renown, or promise who come to the university on a temporary or long-term basis and who are not members of the faculty. May be paid and/or unpaid.

Postdoctoral Fellows: For individuals who come to the university to train with and/or do research with a faculty member for a specific period of time. May also involve teaching duties. See the Postdoctoral Fellows Handbook. Postdoctoral Fellows are neither faculty nor staff.

Assistant Research Fellow, Associate Research Fellow, Senior Research Fellow: For individuals who come to the university to participate in the research enterprise, typically funded by external grants. All are staff positions.

#### **Research Scientist 1, Research Scientist 2, and Senior Research Scientist:**

All are staff positions.

#### **Teaching Assistant, Research Assistants:**

For students registered in a degree program at the university. Both are not faculty positions.

#### **Administrative Assistant Professor, Administrative Associate Professor, or Administrative Professor:**

For full-time administrators who ordinarily have the terminal degree in their field and continue to engage in faculty activities, specifically, teaching, academic advising, and research and publication. All are staff positions.

#### 4.3.8 Emeritus/Emerita Faculty:

See Chapter 10.

#### 4.3.9 Special Designations

##### **(a) Honorary Named Professor or Chair**

The Board of Administrators names certain professorships for a benefactor or for individuals important in Tulane's history. Such names are usually applied to a full professorship but may be given at another rank.

##### **(b) Distinguished Professor:**

Title is reserved for faculty members of extraordinary achievement whose scholarly or creative accomplishments have earned them substantial recognition from their academic peers. The title is bestowed by the Trustees of the University, upon the recommendation of the University President, in recognition of a uniquely distinguished record of scholarship, research, or artistic achievement. It transcends departmental and disciplinary lines, allows the designated individual the greatest latitude in teaching, writing, and scholarly research or creative activity, and provides them with a university-wide platform for continued accomplishment. To be eligible for appointment as a Distinguished Professor a faculty member must hold the rank of professor with tenure at Tulane University or have been recommended for tenure at that rank in accordance with

the University's promotion and tenure policies and procedures and have an outstanding record of scholarly or creative accomplishment that establishes him or her at the front ranks of university faculty nationally and internationally.

## **4.4 APPOINTMENTS**

### **4.4.1 Authorization for New Appointments to the Faculty**

Before a formal search can begin for a person to fill a faculty position, authorization in writing must be obtained from the dean of the school and from the Senior Vice President for Academic Affairs and Provost and/or the Senior Vice President for the Health Sciences for appointments in the School of Medicine as appropriate. A position is not authorized in any given department simply because a faculty member from that department has left. Authorization for a faculty position is terminated when the position is vacated or is not filled in the year in which it is budgeted. A position may be carried over to a new budget year only by specific authorization. All position authorizations, including renewal, must be determined in connection with school-wide and University-wide authorizations.

A national search is required for all new tenure track and full-time non-tenure track appointments to the Tulane faculty. When a department or school receives authorization from the dean and the Senior Vice President for Academic Affairs and Provost to appoint a new faculty member, the department chair or dean must appoint a Search Committee. The search committee must follow all procedures currently mandated by the Office of Academic Affairs and the Office of Institutional Equity. The committee shall develop a hiring plan, addressing strategies for generating a diverse pool of candidates and publicly advertise all new positions and use other appropriate methods of candidate solicitation. Announcements describing the position should be sent to those institutions of higher education or other sources that are likely to provide suitable candidates. Announcements describing the post should also be sent to appropriate professional societies and organizations including those representing minorities and women. In filling all faculty positions, as well as in all other University hiring, Tulane is an Equal Opportunity Employer. All employment and hiring practices must be in accord with relevant federal regulations and must follow the Equal Opportunity Policy of Tulane University. Deans of the schools and the Institutional Equity Officer have detailed information concerning the requirements for compliance.

The recommendation for hiring must be approved by the faculty of the department/area/unit, the dean and the Senior Vice President for Academic Affairs and Provost and/or the Senior Vice President for the Health Sciences for appointments in the School of Medicine as appropriate. The search committee must document its process, indicating the creation of prioritized short lists (top 10, top 5), interviews conducted and its rationale for the selection of the individual recommended for appointment.

#### 4.4.2 Conditions of Appointments

The conditions of each appointment, including salary, rank, term of appointment, and tenure (or expected third-year and promotion and tenure review dates) shall be stated and confirmed to the faculty member in writing by the dean of the school and approved by the Senior Vice President for Academic Affairs and Provost and/or the Senior Vice President for the Health Sciences for appointments in the School of Medicine as appropriate. Any subsequent extensions or modifications of an appointment shall be stated and confirmed in writing by the dean of the school and the approval of the Senior Vice President for Academic Affairs and Provost and/or the Senior Vice President for the Health Sciences for appointments in the School of Medicine as appropriate.

Each person appointed to the faculty of a school shall be considered a member of the faculty of the University. The track and rank of all faculty members shall be available to the Tulane community.

Each school shall determine the qualifications required of the respective faculty (within the guidelines established in Section 4.2 of this chapter), apply its own rules for determining voting rights and apply its own standards of professional qualification for appointments and promotions (within the parameters established in Section 4.5 of this chapter).

#### 4.4.3 Terms of Appointments

There are two kinds of faculty appointments: term-delimited non-tenure track and tenured/tenure track.

##### a) Term-Delimited Non-Tenure Track Appointments:

Other than visiting faculty (as defined above in Section 4.2), term-delimited appointments may be renewed upon performance review. These appointments may be full or part time (adjunct) and for service during the academic or fiscal year (9 or 12 month). The reappointment process shall include faculty review and are subject to the rules and practices of each school and, where appropriate, the approval of the Office of Academic Affairs and Provost and/or the Senior Vice President for the Health Sciences for appointments in the School of Medicine as appropriate. If the term-delimited appointment is for three years or more, the faculty member will have one year's notice before his or her employment is terminated. All other terms of appointment and reappointment are subject to the rules and practices of each school and the Office of Academic Affairs and Provost.

##### b) Appointments to Tenure-Track and Tenured Ranks:

Full-time tenure-track and tenured faculty appointments are for service during the academic or fiscal year (9-12 months).

Faculty members in their probationary period are appointed for specific terms (one to three years), in accordance with the practices of their school.



#### 4.4.4 Joint Appointments

Tulane University welcomes work that crosses traditional disciplines, departments, schools, and centers/institutes. It encourages the appointment of individuals to the faculties of two or more schools, departments or centers/institutes concurrently when the appointee will make a significant contribution to undergraduate and graduate programs, research programs and/or administrative responsibilities in each of the schools, departments, and/or centers/institutes in which a joint appointment is made. *[Note: joint appointments are distinct from courtesy adjunct appointments in secondary departments or schools.]*

Joint appointments are available at all ranks and in all tracks, but in the tenure track, they are typically appropriate for associate and professor level appointments.

When a joint appointment of a new member of the faculty is anticipated, the initiating school or department must seek the participation of the proposed second school, department and/or center/institute in the search for candidates. Joint appointments require approval through the normal appointment procedures of schools, departments, and centers/institutes.

Appointment letters for joint appointments must clearly state the process to be used for the individual's promotion, salary recommendations, teaching, research, leaves, voting rights, committee responsibilities, and all other matters relating to that person's professional activities. The appointment letter must also specify the extent of the individual's responsibilities to each of the schools, departments, and/or centers/institutes for such matters, the arrangements for consultation, concerning the individual's assignments and the percentage of the individual's salary that will be paid by each school, department, and/or center/institute. When a significant portion of the faculty member's salary comes from one of the units, yearly consultation on salary recommendations for increases are required. The faculty member's title in each school/unit will be the same.

### **4.5 Length of Appointments**

#### 4.5.1 Probationary Period for Tenure-Track Faculty

The purpose of the probationary period is to provide opportunity for demonstration of the suitability of the appointee for an appointment with permanent tenure at Tulane University.

The probationary period shall not exceed seven years (except as provided for approved extensions of the probationary period, see Section XXX and Chapter X).

Appointment during the probationary period shall be for a period of one to three years, in accordance with the practices of each school.

**Prior Service:** Any credit for full-time teaching done at Tulane University or at any other accredited institution of higher education and/or relevant prior experience may be negotiated at

the time of hire. The probationary period agreed to must be stated in writing in the letter of appointment at the time of the tenure-track hire.

**Tenure Decision Date:** The tenure decision date is twelve months before the expiration of the probationary period. The date must be specified in the letter of appointment.

**Annual Review:** Like all faculty, probationary faculty should be assured that his or her record will be reviewed annually by his or her academic unit(s) according to known and established procedures. The review procedures shall include the participation of members of the department or unit, if appropriate, and the dean of the school. The nature of these procedures shall be specified in the guidelines for faculty evaluation developed within each school/unit. There will be a particularly thorough review midway in the probationary period, typically in the third year. See Section 4.5 below.

#### 4.5.2 Extension of the Probationary Period

Chapter 9, Academic and Work-Life Balance, provides for excluding a certain amount of time in rank from the normal probationary period (“stopping the clock”), which has the effect of adjusting the tenure decision date.

As distinct from the circumstances outlined in Chapter 9, if unforeseen and uncontrollable circumstances, such as a fire in his or her laboratory, prevent a faculty member from conducting and completing his or her research, he or she may also request a one-year extension of the probationary period. The faculty member must submit the request, in writing, to the department and it must be approved by the Office of Academic Affairs upon the recommendation of the dean of the school. If the request is supported, the extension will be granted subject to the following conditions:

The probationary period may be extended for a maximum of two years under the provisions of this chapter and any other policies, including those in Chapter 9.

No extension of the probationary period will be granted during the academic year in which an academic review (third year review or tenure review) is to take place. If the faculty member has satisfactorily met the standards set for third year review, the request for an extension of the probationary clock will be considered.

No request for an extension of the probationary period can be made under this provision if the semester scheduled for initiation of the tenure review process has begun.

If a faculty member goes on leave during his or her probationary period there should be an agreement in writing between the faculty member and the dean (or other appropriate administrative officer of the university) before the beginning of the leave stating whether the leave time extends the remaining probationary period. If such an agreement is not executed in writing, the time of the leave will be counted as probationary time.

#### 4.5.3. Administrative Suspension of the Tenure Probationary Period

The tenure clock for faculty in the clinical departments of the School of Medicine may be suspended to take into account special programmatic duties for a maximum of three years. This requires a written agreement to suspend the clock between the faculty member and the chair of the department. The Personnel and Honors Committee, the Dean, and the Vice President for Academic Affairs and Provost must approve this agreement in writing.

The maximum cumulative time that can be suspended or excluded from the probationary period for the reasons outlined above is three years.

The agreement to exclude time from the tenure clock is to be made prospectively and must be done before the end of the fourth year of faculty service on the tenure clock.

#### 4.5.4 Terms of Employment for Non-Tenure Track Faculty

Non-tenure track faculty are appointed to fixed-term contracts that must specify the starting and ending dates of the appointment and any duties of the appointment beyond the responsibilities stated in Section XXX of Chapter XX and in school guidelines. The date on which each appointment ends shall be specified in the appointment letter and any subsequent reappointment letter. Such a letter also constitutes adequate notice of non-reappointment, and the appointment will expire at the end of its term, unless there is written renewal.

A signed copy of the non-tenure track faculty member's acceptance of the position must be filed with the dean prior to commencement of employment.

Non-tenure track faculty appointments do not lead to consideration for tenure.

#### 4.5.5 Limits on Appointments

No more than 25% of a school's full-time faculty (with the exception of the School of Professional Advancement) will consist of Professors of the Practice, Senior Professors of the Practice, Lecturers, or Senior Lecturers in each academic year.

### **4.6 Conditions of Tenure**

An appointment with tenure may be made with the first appointment to the faculty of Tulane University or it may follow a probationary period as defined in Section 4.4.1 above.

Tenure confers on its bearer the right to hold his or her position with pay until retirement, subject to the extraordinary conditions identified in 4.5.1 below. See also Chapter 8, Faculty Code of Conduct, Disciplinary Actions, and Dismissals.

The President is empowered by the Board of Trustees to take action relating to appointments, promotions, demotions, dismissals and assignments to indefinite leave, of all personnel holding tenured positions as defined herein. In such actions, the President is advised by the Senior Vice

President for Academic Affairs and Provost and the appropriate University committees and may delegate his or her authority to the Senior Vice President for Academic Affairs and Provost.

#### 4.6.1 Termination of Tenure

An appointment with tenure shall be terminated only for the following reasons:

- (a) For cause as outlined in Chapter 8, Faculty Code of Conduct, Disciplinary Actions and Dismissals
- (b) By extraordinary circumstances caused by financial exigency.
- (c) By the bona fide discontinuance of a program or department of instruction.
- (d) By incapacity for a major and indefinitely continuing medical reason, when, because of a disability, a faculty member is not qualified to perform the essential functions of their job with or without reasonable accommodations.

##### *4.6.1.1 Terms and Conditions*

The terms and conditions of the latest consummated appointment shall not be modified without the consent of the faculty member except for extraordinary circumstances caused by financial exigency, bona fide discontinuance of a program or department of instruction, incapacity for a major and indefinitely continuing medical reason, or for cause as outlined in Chapter 8.

#### 4.6.2 Termination of Tenure Due to Financial Exigency

The Faculty is primarily responsible for realizing the core mission of the University, teaching and research. Accordingly, terminations of faculty due to a condition of financial exigency should be considered only as a last resort. Any terminations must be measured against the potential effects on the University's reputation and the subsequent impact on recruitment and retention of both students and faculty. Procedures for terminations must strive to protect tenure, a necessary condition of the academic freedom essential to the advancement of truth and unhindered creativity in teaching and research.

Ultimate authority for declaring a state of financial exigency and for the measures adopted to alleviate it rests with the Board of Administrators, based on its fiduciary responsibility. Stated below are procedures and policies to ensure faculty involvement in potential faculty terminations. The Board of Administrators, in consultation with the President and the Faculty Committee on Financial Exigency, may alter the deadlines for various actions set forth below.

- (a) Formation of a special Faculty Committee on Financial Exigency (FCFE).

In anticipation of a state of financial exigency that might result in faculty dismissals, the President shall call together a special senate committee as a Faculty Committee on Financial Exigency (FCFE), consisting of the President's Faculty Advisory Committee and the faculty members (who are not administrators) of the existing Senate Committees on Educational Policy and Budget Review to represent the faculty in the decision-making process and consult on actions to deal with the situation.

- (b) President presents case for financial exigency to FCFE.

At the outset of the crisis the President shall present to the FCFE explicit evidence of the severity of the financial condition of the University. The FCFE shall review the evidence and transmit to the Board as soon as possible but within 15 days from the date that the President has presented the above information to FCFE, either: 1) an endorsement of the President's assessment of the situation; or 2) its own assessment, explicitly stating its point(s) of disagreement with the President. The Board shall not make a determination on financial exigency until it has received the report from FCFE or the 15 days have elapsed. These proceedings and resulting document(s) shall be considered private unless the President and the FCFE both agree to make all or portions of them public.

(c) President presents remedies to FCFE.

In the event that the Board of Administrators declares a state of financial exigency, the President shall as soon as possible but within 15 days from that declaration, present to the FCFE a report on the administration's plan, covering the full range of cost-saving measures it proposes and an estimate, with as much specificity as possible under the circumstances, of the anticipated savings to be achieved through possible program or faculty terminations, if any. The FCFE shall review the administration's report and transmit to the Board within as soon as possible but within 15 days of receipt of the President's report, either: 1) an endorsement of the administration's plan; or 2) its own assessment, explicitly stating its point(s) of disagreement with the plan. These proceedings and resulting documents shall be considered private unless the President and the FCFE both agree to make all or portions of them public.

(d) President notifies FCFE and affected Schools.

As soon as possible, but within 15 days of the adoption of a program by the Board, the President shall inform the FCFE and the School(s) in which terminations of faculty are to be made. Any affected School will have 30 days to respond with recommendations to the President as to other cost-saving options that may be available to it, short of faculty terminations. All schools should establish internal procedures/policies to respond to such a contingency. If the School does not respond within 30 days, the President shall be entitled to act. If the School does respond, the President shall consider the School's recommendation before taking further action.

Whenever possible, dismissals should proceed from non-tenured to tenured faculty. However, consideration of program accreditation and integrity, mission criticality, and strategic priorities may affect specific terminations.

Before the administration issues notice to a faculty member of its intention to terminate his or her appointment because of financial exigency, the institution will make every effort to place the faculty member concerned in another suitable position within the University.

#### 4.6.3 Termination due to Discontinuation of a Program or Department

Termination of a tenured/tenure track appointment or of a non-tenure track appointment before the end of the specified term may occur as a result of a bona fide formal discontinuance of a program or department of instruction.

The decision to discontinue a program or department of instruction will be based upon educational considerations, as determined primarily by the faculty. (Educational considerations do not include cyclical or temporary variations in enrollment.)

Faculty members in a program or department being considered by the dean(s) for discontinuance for educational considerations will promptly be informed of this activity in writing and provided at least 30 days in which to respond.

A recommendation to discontinue a program or department of instruction must be approved by the dean and the majority of the voting faculty of the school or schools involved. It must also be reviewed and approved by the University Graduate Council (if appropriate) and the Senate Committee on Educational Policy (CEP). The program or department affected has the right to participate in the CEP process. Final approval shall be granted by the Senior Vice President for Academic Affairs and Provost.

Before the administration issues notice to a faculty member of its intention to terminate an appointment because of discontinuance of a program or department of instruction, the institution will make every effort to place the faculty member concerned in another suitable position within the University.

A faculty member may contest a proposed relocation or termination resulting from a discontinuance of a program or department of instruction and has the right to a full hearing before the Senate Committee on Faculty, Tenure, Freedom and Responsibility. The issues in such a hearing may include the institution's failure to satisfy any of the conditions outlined in Section 4.5.3. In the hearing, a faculty determination that a program or department is to be discontinued will be considered presumptively valid, but the burden of proof on other issues, including the faculty member's appointment, will rest on the administration.

#### 4.6.4 Notice of Termination of Appointment

In every case of financial exigency or discontinuance of a program or department of instruction, the faculty members concerned shall be given the lesser of the salary equivalent to the balance of their employment appointment or severance salary for twelve months.

If an appointment is terminated before the end of the appointment period because of financial exigency or because of the discontinuance of a program of instruction, the terminated faculty member's place shall not be filled by a replacement within a period of two years following the effective date of termination, unless the terminated faculty member has been offered reappointment and a reasonable time within which to accept or decline it.

Twelve months' notice and/or twelve months' severance pay does not apply to terminations for cause as outlined in Chapter 8.

#### 4.6.5 Termination for Medical Reasons

Termination of a tenured appointment or of a probationary appointment before the end of the appointment period, for medical reasons shall be based upon clear and convincing medical

evidence for a major and indefinitely continuing medical reason, when, because of a disability, a faculty member is no longer qualified to perform the essential functions of their job with or without reasonable accommodations. At the request of the department chair and/or dean of the school, the Senior Vice President for Academic Affairs and Provost will make the final recommendation. The terminated faculty member has the right to appeal the termination through the Senate Committee on Faculty Tenure, Freedom and Responsibility.

## **4.7 Evaluation, Reappointment and Promotion of Tenure-Track and Tenured Faculty**

### **4.7.1 Third Year (Midpoint) Review**

Faculty appointed to the tenure track shall have an intensive midpoint review (“third year review”) during their probationary period, typically in their third year. Each school must develop specific guidelines for these reviews that include a rigorous assessment of the faculty member’s research and/or creative activity, teaching and service as well as their progress toward tenure. The tenured faculty of the department and/or school, the school’s academic review committee, and the dean of the school make recommendations to the Senior Vice President for Academic Affairs and Provost who makes the final decision. Before making a final decision, the Provost will discuss the case with the school’s dean and academic review committee in situations where the review has produced conflicting outcomes.

In the case of joint appointments, the two (or more) units will schedule a joint unit level meeting (the first level dossier reviewers of each unit) to discuss the case and establish any additional procedures, if necessary. Each department/school will then proceed with their normal processes for “third year review.” Each department/school will forward their recommendations to both schools’ Promotion and Tenure Committee. The Promotion and Tenure Committees will hold a special joint meeting to discuss and make a recommendation on the case. This recommendation will be forwarded to each dean. The deans will add their own recommendations and forward the dossier to the Senior Vice President for Academic Affairs and Provost.

If the review indicates satisfactory progress, the faculty member shall receive detailed feedback of the dossier from the dean and/or department chair in writing.

If the review indicates that the faculty member has not made satisfactory progress toward tenure, the faculty member shall be notified that the appointment will terminate at the end of the following academic year (or within twelve months for mid-year hires).

### **4.7.2 Tenure and Promotion Review**

During the year before their tenure decision date, faculty on the tenure track will undergo a rigorous review for consideration of tenure and promotion to Associate Professor. A similar review is undertaken for promotion to Full Professor.

#### *4.7.2.1 The Dossier*

The dossier should present the evidence gathered by both internal and external peer review of a candidate's fitness for tenure, or for appointment or promotion as associate or full professor. It should include an assessment of the case by relevant departmental/area faculty, school committees, and the dean. With internal candidates for tenure and promotion, only tenured faculty with a higher rank than the candidate may participate in the review. For external candidates, only tenured faculty with rank equal to or higher than the rank of the candidate being considered may participate in the review for appointment, but only tenured faculty with an equal or higher rank than the one being proposed may participate in the review for tenure. In other words, for an appointment of an external candidate as Professor with tenure, Associate and Professors may participate in the appointment decision, but only Professors in the department/unit may participate in the tenure/title decision. Candidates for promotion and tenure should submit their curriculum vitae and a personal statement outlining their accomplishments and goals in teaching and research and candidates for appointment from outside the University should do so whenever feasible. The teaching record should be accompanied by evaluations of classroom instruction and all other pedagogical activity. External letters of evaluation should be solicited from leading experts in the field chosen for their competence to judge the candidate's academic and, where appropriate, professional qualifications (to be documented by inclusion in the dossier of biographical information); whenever possible, such experts should be full professors at research universities, but it is recognized that the relevant expertise may be found at other institutions and at other ranks as well. Although some of the reviewers may be selected from a list of names provided by the candidate, most should neither be from that list nor have a close personal or professional relationship with the candidate. The dossier must include all letters of evaluation received, as well as information on all those asked to give an evaluation that did not do so. Each school must develop specific and detailed guidelines and timetables for dossier preparation and evaluation.

#### *4.7.2.2 Evaluation Process*

Evaluation of each faculty member shall be made at the time of consideration for tenure and promotion to Associate Professor and/or promotion to Professor. The quality of the faculty member's work is to be assessed by a careful and thorough review by the faculty member's colleagues in the department, school, and discipline(s), the dean of the school, and the Senior Vice President for Academic Affairs and Provost. Before making a final decision, the Provost will discuss the case with the school's dean and academic review committee in situations where the review has produced conflicting outcomes.

In the case of joint appointments, the units involved will schedule a joint departmental level meeting (the first level dossier reviewers of each unit) to discuss the case and establish any additional procedures, if necessary. Each department/school will then proceed with their normal processes for promotion and tenure or promotion to full professor reviews. Each department/school will forward their recommendations to both school's Promotion and Tenure Committee. The Promotion and Tenure Committees will hold a special joint meeting to discuss and make recommendations on the case. These recommendations will be forwarded to each



dean. The deans will add their own recommendations and forward the dossier to the Senior Vice President for Academic Affairs and Provost.

If the evaluations are positive, the faculty member shall receive a notification from the Senior Vice President for Academic Affairs and Provost on behalf of the President and the Board of Administrators stating the new status. If the decision is negative, the faculty member shall receive timely notice, as specified in Section 4.6.2.3 below, that his or her appointment of employment with the University will not be renewed. In the case of negative decisions, the faculty member shall have the right to request reconsideration (based on new evidence) as outlined in each school's Promotion and Tenure policies. The faculty member also has the right to pursue a grievance as outlined in Chapter 7.

If a formal review of a faculty member for promotion to Associate Professor and tenure has not been initiated by the beginning of the specified year as described above, or if formal tenure review has not been initiated by nine months before the Tenure Decision Date, it is the duty of the faculty member to bring this to the attention of the Senior Vice President for Academic Affairs and Provost by written notice. The Provost shall then notify the appropriate school to commence the review procedure. There is no such thing as de facto tenure or tenure by default.

#### *4.7.2.3 Non-Reappointment for Tenure-Track Faculty*

In the case of non-reappointment of a tenure-track faculty member, the faculty member shall receive notice of non-reappointment, in writing, at least twelve months before the expiration of the appointment after two or more years at the University as an Assistant Professor.

If the result of a formal review is to deny promotion and tenure, the faculty member shall be offered a terminal year of employment. Faculty may seek reconsideration in the terminal year in accordance with the policies of individual schools. They may also appeal such decisions, as outlined in Chapter X.

In the case of non-reappointment or terminal year notice, during this period the faculty member will continue to receive his or her full salary and benefits, but the faculty member's responsibilities may be altered by mutual agreement between the faculty member and the University. Alternatively, the Senior Vice President for Academic Affairs and Provost may authorize early termination of the faculty member's performance of duties; in such a case, the faculty member will receive compensation equivalent to salary for the notice period.

#### *4.7.2.4 Timing*

Tenure and promotion ordinarily will occur on July 1 or January 1 for mid-year appointments, after approval by the Senior Vice President for Academic Affairs and Provost and approval by the Board of Administrators. In the School of Medicine, tenure and promotion reviews are conducted year-round.

## **4.8 Evaluation, Reappointment and Promotion of Non-Tenure Track Faculty**

1. The University has no obligation to renew a non-tenure track faculty appointment after its expiration and subject to applicable accreditation requirements.
2. Notice of non-renewal is not required for appointments of fewer than three years.
3. University policies and unit specific guidelines approved by the Senior Vice President for Academic Affairs and Provost address the question of review and recommendation procedures for appointment, review, reappointment and/or promotion of non-tenure track faculty.
4. Procedures for appointment, reappointment and promotion shall provide thoroughness and documentation sufficient for evaluation of the suitability and qualifications of the candidate, and review and recommendation by an appropriate faculty body. The quality of the faculty member's work is to be assessed by a careful and thorough review by the faculty member's colleagues in the department, school, and discipline(s), the dean of the school/unit, and the Senior Vice President for Academic Affairs and Provost.
5. Professors of Practice and Lecturers with appointments of three or more years are evaluated for reappointment during the penultimate year of the appointment term. If the results of the performance review are negative (recommendation to not reappoint), the faculty member will have one year's notice before his or her employment is terminated. Faculty may seek reconsideration in the terminal year in accordance with the policies of individual schools/units. If the results of the performance review are positive, the faculty member should receive detailed feedback from the dean and/or direct supervisor in writing.
6. Appointments of one year or less of non-tenure-track faculty may be terminated earlier than their stipulated end, with a minimum of 90 days' notice, if there is a bona fide need to do so
  - (a) based on cutbacks in external sources of funding for the specific activity, or
  - (b) based on substantial program change or departmental reorganization or substantial resource limitations in the school, or
  - (c) based upon poor performance or adequate cause, in which case the dean must consult first with the appropriate faculty committee. Dismissals for cause must be in accord with the procedures specified in Chapter X.

During any notice period the faculty member will continue to receive his or her full salary and benefits, but the faculty member's responsibilities may be altered by mutual agreement between the faculty member and the University. Alternatively, the Provost may authorize early termination of the faculty member's performance of duties. In such a case, the faculty member will receive compensation equivalent to 90 days salary.

Procedures for reappointment and promotion do not apply to individuals on non-renewable contracts.

## **4.9 Procedures and Considerations for Other Appointments**

### **4.9.1 Appointments to Administrative Office (other than Department Chair/Program Director)**

A member of the faculty who is appointed to an administrative office retains full faculty status in his or her academic unit(s), even if he or she is either partially or entirely relieved of teaching/research duties. The rules of tenure (for tenured/tenure track faculty) or reappointment (for non-tenure track faculty) continue to apply in regard to faculty status but not to the administrative position.

Promotion or salary increase in the administrative position is independent of faculty considerations; promotion in faculty rank will continue to depend on policies of the school in which the faculty member retains membership.

Faculty members appointed to administrative office who are required to perform their administrative duties over a twelve-month period are eligible to take reasonable paid vacation leave. The grant of such vacation leave is not guaranteed, is discretionary in nature and is subject to the approval of the administrative officer's department head. Vacation leave does not accrue, and accordingly, "unused" vacation leave of this type will not be paid upon termination of the appointment.

A person from outside the University who is newly appointed to an administrative office, and who has qualifications for faculty status as shown by the appropriate process, may be given such status with or without tenure according to the established procedures of the appropriate academic unit regarding new faculty appointees of similar rank and experience.

Appointments to administrative positions, including departmental chair, dean, director, or general University administrative offices (such as the President and Provost) have no tenure in office. A faculty member who also holds an administrative position may be removed from the administrative position, but not from faculty membership, without reference to the principles of academic tenure.

#### ***4.9.1.1 Reappointments to Administrative Office***

Administrators generally receive five-year appointments that are renewable after a multi-layered review. Review of deans and interdisciplinary center or program directors are conducted by the Office of Academic Affairs and Provost. In schools that have developed processes for the review of deans, reviews will be conducted in collaboration with the faculty of the schools/units.

## **4.10 Resignation from a Faculty Appointment**

A faculty member may terminate his or her appointment by resignation effective at the end of an academic year, provided he or she gives notice in writing at the earliest possible opportunity in accordance with the rules of a particular school or unit.

## **CHAPTER 9: ACADEMIC AND WORK-LIFE BALANCE\***

The University seeks to assist faculty in balancing their academic commitments and family life. In particular, it is in the interest of both the University and society as a whole that the demands of childbearing and childrearing and/or the responsibility of caring for family members in need do not discourage talented women and men from pursuing academic careers.

### **General Provisions**

When this chapter mentions a “child” or “children” that means a biological or adopted or foster child of the faculty member (or of the faculty member’s spouse or partner) who lives with the faculty member.

When this chapter mentions “faculty,” that includes all full-time faculty, tenured, tenure-track, and non-tenure-track (except visiting appointments), except where a provision specifically refers to tenured or probationary faculty.

Requests under this chapter are submitted by the faculty member, in writing, to the department chair/program director, the dean, and then to the Senior Vice President for Academic Affairs and Provost for final adjudication.

When this chapter mentions that the individual is “entitled,” the leave is provided automatically upon proper notification by the individual to the dean and Vice President for Academic Affairs and Provost, as long as the notification is accompanied by documentation satisfactory to the Provost.

### **Personal Leaves**

Personal leave policies are detailed in Chapter 3 of this handbook.

#### **9.1 Paid Parental Leave**

A full-time faculty member is entitled to receive a six-week paid parental leave in connection with the birth, adoption, or the acceptance of a child into foster care to commence within six months of the birth or adoption. If they are the lead faculty of semester-long courses, the faculty member will have no teaching assignments in the semester of their choice within six months prior to or following the birth, adoption or acceptance of a foster child. In the School of Medicine (which is not on a semester schedule), teaching assignments have to be negotiated with the department chair and dean and the faculty member only receives a six-week paid leave, irrespective of the timing in the academic year.

Paid parental leave is to be fully coordinated with other leave and benefit provisions, so as to avoid duplication. Accordingly, paid parental leave will run concurrently with any leave

provided by law in connection with the birth, adoption, or placement into foster care of a child. Similarly, when a faculty member is eligible to receive maternity-related disability benefits or paid family leave benefits while on leave connected with the birth or adoption of a child, the paid parental leave will run concurrently to and supplement the benefits that the individual would be entitled to receive, so as to equal full pay for up to six weeks. For any of these leave benefits to be utilized, the faculty member must be placed on official FMLA (Family Medical Leave Act) leave with Human Resources.

Paid parental leave is not convertible to a cash benefit under any circumstance.

## **9.2 Adjustments of Workloads for Extraordinary Family Responsibilities**

Extraordinary circumstances are normally external, unanticipated and beyond the control of the individual. They do not include events the impact of which could have been controlled or avoided through the exercise of due diligence.

To accommodate extraordinary family responsibilities of full-time faculty (for example, the need to provide unexpected physical or psychological care for a child, spouse or relative, or coping with an unexpected death in the family), the Senior Vice President for Academic Affairs and Provost (with the recommendation of the dean) may approve:

- i. modified responsibilities, up to two years, where the faculty member is given special consideration as to teaching and service assignments.
- ii. reduced duties (at proportionate compensation), for up to two years.
- iii. unpaid leave of absence, up to one year, to run concurrently with any leave provided by law.

## **9.3 Length of Probationary Period**

If a probationary faculty member is a parent or primary caregiver of a newly born or newly adopted child, he/she shall be entitled –at his/her own discretion-- to an extension of up to one year in the probationary period.

The faculty member must notify, before the academic year of review, the appropriate dean in writing of her/his intention to extend the probationary period.

Up to one year may be added to the probationary period of any faculty member to accommodate family responsibilities, including caring for a child or children or relatives, subject to the approval of the dean and the Senior Vice President for Academic Affairs and Provost.

A faculty member who qualifies under more than one of the preceding subsections is entitled to have two years added to the probationary period. Absent special approval by the dean/Senior

Vice President for Academic Affairs and Provost, however, there shall not be more than a total of two years added to the probationary period for any reason or combination of reasons under this chapter or other policies. A faculty member whose probationary period has been extended will nevertheless be entitled, if he or she wishes, to be considered for tenure as if there had not been an extension.

## **9.4 Expectations Concerning Scholarly Productivity**

A faculty member's taking of a paid parental leave or an extension of the probationary period as provided in this chapter will not increase the expectations for scholarly productivity on account of the leave or extension.

## **CHAPTER 10: TRANSITION FROM FULL-TIME WORK \***

### **10.1 Emeritus/Emerita Status**

A full-time faculty member who has served with distinction until retirement for at least 20 years, five of which have been at Tulane, may, upon recommendation of the department and the appropriate administrative officers (dean and Senior Vice President for Academic Affairs and Provost) and by action of the Board of Administrators, be awarded the title of Emeritus/Emerita. In preparing recommendations, the department or other appropriate academic unit will review the eligibility of all prospective retirees. The award of the designation is not automatic. It indicates honorable retirement from assigned duties, recognizes faithful service worthy of high commendation, and expresses an anticipation of continued membership in the academic community.

A faculty member who, at the time he or she retires, has accepted a full-time academic position at another university shall not be entitled to the emeritus appointment. In exceptional circumstances, a retired faculty member supported by the department may receive such title from the Board of Administrators upon recommendation of the president. Should a department not recommend a faculty member, that person shall have the right of appeal to the Board of Administrators.

The Board of Administrators may also approve the designation for a title of honor or administrative title (e.g., named chairs emeritus/emera, Distinguished Professors Emeritus/Emerita, deans emeritus/emera).

#### **10.1.1 Privileges of Emeritus/Emerita Status**

Because Emeritus/Emerita faculty can make important contributions to the University in research, teaching, and service, the University should make it possible for them to remain as participating members of the academic community. Accordingly, the University should provide Emeritus faculty with such amenities as a mail address, e-mail, listing in divisional and university-wide directories, library privileges, receipt of university publications, faculty dining room and parking privileges, and participation in convocations, and academic ceremonies and processions. Where possible, research facilities, office space, administration of grants, secretarial help, and other services should be made available to Emeritus/Emerita faculty. Emeritus/Emerita faculty may continue to direct or serve on masters and doctoral committees. Emeritus/Emerita faculty, while holding this title, may also receive compensation from the University as an adjunct or part-time research faculty (with the approval of the dean and the Senior Vice President for Academic Affairs and Provost) for teaching, for working on existing external grants, or applying for new external grants, provided the percentage of effort is less than 50% (and not eligible for benefits).



## 10.2 Phased Retirement

Full-time tenured faculty who have submitted their request for retirement shall be eligible to receive a transitional part-time leave, with halftime (or greater) duties at proportionate compensation, for up to three years, with the approval of the dean and the Senior Vice President for Academic Affairs and Provost. Such a leave is not available beyond the effective date of termination or non-reappointment under other policies; use of such a leave requires Provost's approval if formal discipline is pending or under investigation under Chapters 6: Integrity of the Academic Environment or Chapter 8: Faculty Code of Conduct, Corrective Actions, and Dismissals.

At the individual's option, the relinquishment of tenure may take effect either at the beginning or the end of the transition period; in either case, the individual will use his or her normal academic title during the transition period. After the transition period, the faculty member may also be invited to serve part-time after retirement, as individually agreed, as provided below in Section 10.3.

## 10.3 Continued Post-Retirement Activity

A retired faculty member is eligible to be invited to serve on a year-to-year or other fixed term basis (without tenure) for whatever services, compensation, and percentage of effort are agreed between the individual and the dean with the approval of the Senior Vice President for Academic Affairs and Provost. Unless the Provost gives special permission, the percentage of effort must be less than 50% and thus, under current policies, the individual would not be eligible for benefits. As agreed between the individual and the dean with the approval of the Provost, the retired faculty member (whether with or without compensation) may be authorized to continue to be principal **Investigator** of grants and contracts, have research space as allocated, direct graduate students and continue active participation in departmental and university activities as agreed. On the request of the department and dean, the Provost may reinstate the tenured status of the previously-tenured individual only for the period invited back to service, not to continue when that period ends. The Provost may also appoint a previously tenured individual to roles dealing with tenure matters.

## 10.4 Retirement Benefits

Retirement benefits are outlined in the Human Resources website:

<https://hr.tulane.edu/benefits/retirement>

## **AMENDMENT TO THE TULANE SENATE BY-LAWS:**

### **A. Committee on Equal Opportunity and Anti-Discrimination Grievances Against Faculty**

#### **Executive:**

To consider grievances alleging faculty violations of Tulane University's Equal Opportunity/Anti-Discrimination policies. , make findings and recommend remedial actions and/or sanctions to the Senior Vice President for Academic Affairs and Provost. This process does not apply to faculty on appointments of less than a year or on the first year of appointment. Those grievances are handled directly by the Office of Institutional Equity (OIE) and Human Resources.

#### **Advisory:**

To provide a yearly report to the Senate identifying the number of grievances received, the number that led to hearings and the time to resolution in each case.

#### **Membership:**

Two full-time tenured faculty members from each of the larger schools (Law, Liberal Arts, Business, Science and Engineering, and Public Health) two senior faculty members from the School of Medicine, one senior full-time faculty member from each of the Schools of Architecture, Social Work, and Professional Advancement) of the University. Faculty members shall elect members in competitive elections for non-renewable three-year staggered terms. Faculty who hold administrative appointments with dean or provost in the title are not eligible to serve. The committee shall elect its own chair.

### **B. Policies for the Committee on Equal Opportunity and Anti-Discrimination Grievances Against Faculty**

#### **Training**

All members of the Committee on Equal Opportunity and Anti-Discrimination Grievances Against Faculty (the Committee) should receive training by the Office of Institutional Equity (OIE) and others, as necessary, on issues connected with potential violations of Tulane's Equal Opportunity/Anti-discrimination Policies (EO Policies).

#### **Jurisdiction**

The Committee shall hear grievances alleging faculty violations of Tulane University's Equal Opportunity and Anti-Discrimination policies that cannot be resolved informally by OIE. The committee does not have jurisdiction over grievances against faculty on appointments of less

than a year or on the first year of appointment. Those grievances are handled directly by OIE and Human Resources.

The Chair of the Committee shall have discretion to decide whether a party to a complaint has standing to proceed before the Committee against a faculty member. The Committee's jurisdiction replaces that of the grievance committees of the individual schools, Newcomb Tulane College, and/or Centers/Institutes.

## **Ad Hoc Appointments**

The Committee can appoint members on an ad hoc basis, as necessary, from among the pool of members with prior service to the Committee (or School grievance committees), if necessary to secure an eligible panel.

## **Investigative Process**

### Initial Review by OIE.

When a grievance comes to the attention of OIE, OIE will conduct a review to determine whether the matter sufficiently states a grievance under the University's Equal Opportunity/Anti-Discrimination Policies (the EO Policies) that it should proceed to the investigative process. OIE should provide written notice of its initial determination to the appropriate parties within thirty (30) working days. If OIE cannot make the thirty-day deadline, it shall communicate the reasons to the parties in writing. If OIE determine there is not basis for an investigation, the complainant may appeal that decision to the chair of the committee.

### OIE's Investigation.

When OIE has determined that the matter should proceed to the investigative process, OIE will conduct an investigation of the complaint. OIE shall issue a written notice of investigation to the parties stating the charge(s). OIE shall also provide all parties with a written statement regarding their rights and an explanation of the investigation process. The investigation is meant to provide a fair and reliable gathering of the facts (including interviewing witnesses and gathering relevant and available evidence). OIE should provide the complainant and respondent with a fair and equal opportunity to be heard, to submit information, and to identify witnesses who have relevant information. OIE's **Investigator** may speak with individuals who are willing to participate and have relevant information. Each party may bring an advisor to any meetings. The advisor may be a Tulane employee or an attorney. . At meetings, the advisor may not speak for either the complainant or the respondent.

### **Investigator** Discretion – Evidence.

The **Investigator**, OIE, has the discretion to determine the relevance of any witness or other evidence to the finding of responsibility, and may exclude information in preparing the

investigation report if the information is irrelevant, immaterial, or more prejudicial than informative.

**Timing of Investigation.** Best efforts should be made to complete the process in a timely manner by balancing principles of thoroughness and fundamental fairness with promptness. In general, OIE will seek to conclude the investigation within thirty (30) working days from the issuance of the notice of investigation, although special circumstances may extend this time frame. The time frame for completion of the investigation, or any designated time frames of steps in the investigation, may be extended for good cause as necessary to ensure the integrity and completeness of the investigation, to comply with a request by external law enforcement, to accommodate the availability of witnesses, to account for Tulane University breaks or vacations, to account for complexities of a case (including the number of witnesses and volume of information provided by the parties), or to address other legitimate reasons as defined by the **Investigator**. Any extension of the timeframes, and the reason for the extension, should be shared with the parties in writing.

#### OIE's Preliminary Report.

OIE should provide a preliminary written report to the parties. The report should summarize the information gathered, synthesize areas of agreement and disagreement among the parties and/or witnesses with any supporting information, and contain the **Investigator's** findings of fact and recommended conclusions regarding whether a violation of the University's EO Policies occurred. The complainant and respondent shall have an opportunity to review the draft report and, within ten (10) working days, submit written objections to OIE.

**OIE's Final Report.** Within a reasonable time following receipt of any additional information from the parties and/or individuals involved in the process, or after the ten (10) working day comment period has lapsed without comment, the **Investigator** will make a final investigative determination, by a preponderance of the evidence standard, regarding whether a violation of the EO Policies occurred. The final report shall be made available to the complainant and respondent.

#### Panel Review.

Within five (5) working days of completion, OIE shall submit its final report and make available to the Chair of the Committee all evidence collected. The Chair of the Committee shall then, within a reasonable time, assemble a review panel. A panel shall consist of five members of the Committee. Four members constitute a quorum. No one shall participate on a panel if they have a **Conflict of Interest** as determined by the chair Committee members with a **Conflict of Interest**, such as a close relationship with either the complainant or respondent, shall be recused with the final authority on resolving conflicts of interest resting with the Committee chair.

### **Preliminary Panel Meeting**

The review panel will hold closed preliminary meeting(s) to discuss the results of the OIE investigation within ten (10) working days if practicable. It will determine whether a full hearing

is warranted and will consult with OIE, and whether any aspect of the case or the findings requires further clarification and/or investigation which might entail consulting with other faculty members for guidance on practices and customs which may be unique to the field at issue. It will also determine which, if any, witnesses to interview during the panel meeting.

If the review panel determines that no hearing is warranted and that the case will be dismissed, it will inform all parties to the grievance in writing within ten (10) working days. All parties have the right to appeal this decision to the chair of the committee.

## **C. Panel Hearing**

### **Timing.**

Within a reasonable time (typically no more than twenty (20) working days, subject to scheduling constraints) following the preliminary closed meeting(s), the review panel shall hold a hearing with the parties (i.e., complainant(s) and respondent(s)), and any witnesses invited by the panel.

### **Advisors.**

The parties may bring an advisor to the meeting. The advisor may be a Tulane University employee or an attorney unaffiliated with Tulane.. At the hearing, the advisor may not speak for the complainant or respondent; only the review panel may question the parties and witnesses during the hearing. The parties to the grievance may submit in writing questions for the review panel to consider. However, the panel has the discretion to decide what questions to pose to witnesses. The Hearing Panel must retain a record of questions not asked and witnesses not invited to provide testimony.

### **Participation.**

If any party chooses to not be physically present at the panel meeting or chooses to be separate, they may participate via telephone and/or video conference, or other manner deemed acceptable to the panel.

### **Record-Keeping.**

The panel shall make and retain for the record an audio recording of the proceedings available to the parties on request.

### **Opening Statements.**

During the hearing, each party to the grievance may make an opening statement for a reasonable time (generally, no more than ten (10) minutes).

## **D. Decision and Sanctions**

### **Deliberations and Outcomes**

Following the hearing, the review panel will deliberate confidentially. The panel will decide whether the respondent is responsible, and, if so, it will recommend sanctions. A decision of the panel to find the respondent responsible requires three affirmative votes. No abstentions are allowed. Within ten (10) business days, the panel will send a written copy of its findings on the grievance and its rationale, as well as the recommended sanctions in the case of a finding of responsibility, to the Senior Vice President for Academic Affairs and Provost (with a copy to the relevant Dean(s)).

### **Recommendation of Sanctions.**

In the event that the finding is of responsibility on the part of the faculty member, the panel shall recommend sanctions. Depending on the gravity of the case, these may involve sanctions that can be implemented within the faculty member's department or school or harsher sanctions that may include the loss of tenure and/or termination from the university.

### **Written Notice of Intent.**

Within ten (10) business days following receipt of the hearing panel's findings, conclusions, and statement of reasons, the Provost shall either accept, reject or modify the hearing panel's report, notify the panel, the Dean, the responding faculty member, and the complainant in writing of his or her intent regarding the alleged EO Policy violation, the underlying rationale, the intended sanctions and their proposed effective date..

### **Response to Written Notice of Intent**

The faculty member who receives a written notice of intent shall be entitled to respond, in writing within ten (10) working days of the date of issuance of the Notice of Intent. The response, if any, shall be reviewed by the panel of the Senate Committee on EO Policy Violations that originally held the hearing. That panel shall prepare its own response/recommendations and forward to the Senior Vice President for Academic Affairs and Provost within ten (10) working days of receipt.

### **Written Notice of Action**

If the University justifies disciplinary actions following the review of all timely responses, if any, from the faculty member and the Senate Committee of Equal Opportunity Grievances, and within 30 (thirty) business days of the date of the issuance of the written notice of intent, the University shall issue a written notice of action to the faculty member of the disciplinary action to be taken and its effective date. The notice of action may not include an action more severe

than those described in the Notice of Intent. Written notices of action involving dismissal shall be forwarded to FTFR for a dismissal hearing as well as to the parties involved in the case.

## **Appeals**

The respondent and/or the complaint(s) have the right to appeal disciplinary findings and actions short of dismissal to FTFR, see Faculty Handbook, Chapter 8.3.5. In the case of a notice of dismissal, the case is referred to FTFR for a dismissal hearing as described in the Faculty Handbook Chapter 8.5.2.

## **Notification**

After all appeals are exhausted (per Chapter 8 in the Faculty Handbook), the Provost shall notify the parties and department members (if the school has departments) of the final sanctions imposed. For schools or centers without departments, the Provost shall notify the faculty.

# APPENDIX

## A. Guidelines for the Duplication of Copyrighted Material for Classroom Use

The General Counsel's Office has prepared the following guidelines for the photocopying of copyrighted materials for classroom use. These guidelines attempt to balance the interests of the instructor and his or her students on the one hand and the rights of the copyright owner on the other.

Instructors who wish to make multiple copies of copyrighted material must take the following steps:

1. Determine whether the safe harbor applies. When Congress revised the copyright law in 1976, it took note of a set of guidelines that had been approved by a consortium of publishers and by the American Council on Education for copying for classroom use. These guidelines contain safe harbor provisions that describe copying that may be done without the permission of the copyright owner. A copy of the guidelines is included herein. These guidelines set out a three-pronged test; any copying must meet all three tests (brevity, spontaneity, and cumulative effect) to come within the safe harbor.

If an instructor determines that the proposed copying fits within the safe harbor, then the copying may be done without requesting permission from the copyright owner.

However, instructors should bear in mind that the spontaneity test requires them to request permission for that same material if the instructor intends to use that material in a subsequent semester.

If an instructor determines that the proposed copying does not fit within the safe harbor, the instructor must request permission from the copyright owner.

2. Request permission from the copyright owner. This must be done in writing. Allowing plenty of time (six to eight weeks minimum) for the copyright owner to respond, write a letter to the copyright owner describing your intended use of the copyrighted material and ask permission to use the material accordingly. A copy of the Association of American Publisher's "How to Request Copyright Permissions" is included herein; this should help you prepare your requests.

Please be aware that the copyright owner may be either the publisher or the author of the material. A close inspection of the material or the larger work containing the material to be copied should reveal the identity of the copyright owner. If you cannot determine who owns the copyright, request permission from both the author and the publisher.

Instructors must be prepared to document the fact that they have requested permission to duplicate each item of copyrighted material.



A request for permission should produce one of the following three responses:

- i. **Permission Granted** -- the copyright owner responds by granting the permission requested. This is the ideal response; instructors should not expect to see it often.
- ii. **Permission granted subject to royalty payment** -- more and more copyright owners are granting permission to reproduce their works upon payment of a specified royalty. If you receive such a response and decide to pay the royalty, you must retain copies of all documentation for the transaction. The cost can be passed along to the students as part of the purchase price of the duplicated materials. The instructor should request a letter from the copyright owner acknowledging receipt of the payment and authorizing the instructor to proceed with the duplication. If this response is received and the instructor feels that the requested royalty is unreasonable, please contact the General Counsel's Office to discuss the situation.
- iii. **Permission denied or no response received** -- many copyright owners deny all requests to reproduce their material as a matter of course; others may deny your request for other reasons. The fact that a copyright owner does not grant permission to reproduce the material does not necessarily mean that it cannot be reproduced for classroom use. Denial of permission means that the legal justification for the proposed photocopying of copyrighted material would rest on the concept of "fair use" rather than on the grant of permission by the copyright owner or on compliance with the safe harbor. Fair use is defined as the ability of a person other than the copyright owner to use copyrighted material in a reasonable manner without the consent of the copyright owner. What constitutes fair use depends on the facts and circumstances of the use. A copy of the fair use statute is attached for your reference. Reliance on the fair use doctrine means that the copying in question is heading into uncharted legal waters and may subject the University and/or the instructor to liability for copyright infringement. If you have any questions about the fair use doctrine and/or any particular proposed copying, please contact the Office of the General Counsel.

Instructors must make separate requests for each copyrighted work for each school term that the copyrighted materials will be used. Instructors should maintain a file containing all of their correspondence pertaining to their use of copyrighted materials.

3. Include a "Notice of Copyright" on each copyrighted work. This must be done in every case. The notice of copyright includes the word "copyright" or the circled "c," the year of publication, and the name of the copyright owner.

Examples: Copyright 1991 by John A. Smith  
(c) 1991 by Random House Publishers

This notice must be typed or handwritten on the first page of each copyrighted work that you wish to have photocopied.

## **B. Guidelines for Copying Educational Material**

### **I. Single Copying for Teachers:**

A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:

- i. a chapter from a book;
- ii. an article from a periodical or newspaper;
- iii. a short story, short essay or short poem, whether or not from a collective work;
- iv. a chart, graph, diagram, drawing, cartoon or picture from a book, periodical, or newspaper.

### **II. Multiple Copies for Classroom Use:**

Multiple copies (not to exceed in any event more than one copy per student in a course) may be made by or for the teacher giving the course for classroom use or discussion, provided that:

- i. the copying meets the test of brevity and spontaneity as defined below; and
- ii. meets the cumulative effect test as defined below; and
- iii. each copy includes a notice of copyright.

## C. Definitions

### Brevity:

- i. Poetry:
  - (a) A complete poem if less than 250 words and if printed on not more than two pages or
  - (b) from a longer poem, an excerpt of not more than 250 words.
- ii. Prose:
  - (a) Either a complete article, story or essay of less than 2,500 words, or
  - (b) an excerpt from any prose work of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words.

*[Each of the numerical limits stated in "i" and "ii" above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.]*

- iii. Illustration: One chart, graph, diagram, drawing, cartoon, or picture per book or per periodical issue.
- iv. "Special" works: Certain works in poetry, prose or in "poetice prose" which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience fall short of 2,500 in their entirety. Paragraph "ii" above notwithstanding such "special works" may not be reproduced in their entirety; however, an excerpt comprising not more than two of the published pages of such special work and containing not more than 10% of the words found in the text thereof, may be reproduced.

### Spontaneity:

- i. The copying is at the instance and inspiration of the individual teacher, and
- ii. The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

### Cumulative Effect:

- i. The copying of the material is for only one course in the school in which the copies are made.
- ii. Not more than one short poem, article, story, essay or two excerpts may be copied from the same author, nor more than three from the same collective work or periodical volume during one class term.

- iii. There shall not be more than nine instances of such multiple copying for one course during one class term.

*[The limitations state in "ii" and "iii" above shall not apply to current news periodicals and newspapers and current news sections of other periodicals.]*

## **PROHIBITIONS AS TO I AND II ABOVE:**

Notwithstanding any of the above, the following shall be prohibited:

- i. Copying shall not be used to create or to replace or substitute for anthologies, compilations or collective works. Such replacement or substitution may occur whether copies of various works or excerpts therefrom are accumulated or are reproduced and used separately.
- ii. There shall be no copying of or from works intended to be "consumable" in the course of study or of teaching. These include workbooks, exercises, standardized test and test booklets and answer sheets and like consumable material.
- iii. Copying shall not:
  - (a) substitute for the purchase of books, publishers' reprints or periodicals;
  - (b) be directed by higher authority;
  - (c) be repeated with respect to the same item by the same teacher from term to term;
- iv. No charge shall be made to the student beyond the actual cost of photocopying.

## D. How to Request Copyright Permission

A federal court ruling reaffirmed the need to obtain permission to use copyrighted materials in college course anthologies. Publishers want to make these materials available to you quickly and inexpensively but they need your cooperation. Whether you request permission yourself or through a college store or copy service, these suggestions will speed the process. Please:

- i. Request permission at the same time you order textbooks, the earlier the better in the event your request cannot be granted and you need to substitute other materials. Publishers do not always control rights and need time to research the extent to which permission may be granted.
- ii. Direct your request to the publisher's Copyrights and Permission Department, not the author. If publishers do not control the rights, they will inform you whom to contact.
- iii. Include all of the following information in your request:
  - (a) author's, editor's, translator's full name(s)
  - (b) title, edition and volume number of book or journal
  - (c) copyright date
  - (d) ISBN for books, ISSN for magazines and journals
  - (e) numbers of the exact pages, figures and illustrations
  - (f) if you are requesting a chapter or more; both exact chapter(s) and exact page numbers
  - (g) number of copies to be made
  - (h) whether materials will be used alone or combined with other photocopied materials
  - (i) name of college or university
  - (j) course name and number
  - (k) semester and year in which material will be used
  - (l) instructor's full name
- iv. Request permission whether or not works are in print.
- v. Provide your complete address and the name of a contact person and telephone number in case there are any questions.

In many cases, your college store or other service can assist you and/or provide appropriate forms. The publisher's response form will provide the information about payment and fees which are determined by the individual publisher. A booklet, Questions and Answers on Copyright for the Campus Community, is available through most college stores or on request from AAP (Association of American Publishers), 220 East 23rd Street, New York, NY 10010 (212/689-8920).