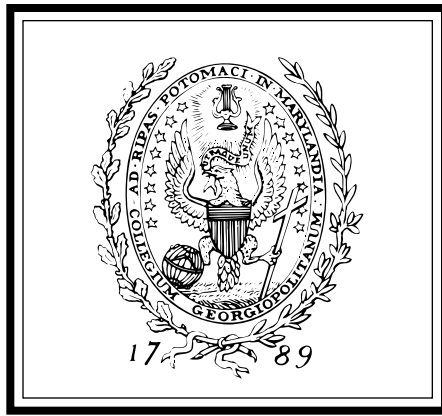




FACULTY HANDBOOK

1999

GEORGETOWN UNIVERSITY
WASHINGTON, D.C.



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Georgetown University is an Equal Employment Opportunity – Affirmative Action employer. The University seeks to provide equal opportunity in employment for all persons, and prohibits discrimination in all aspects of employment because of age, citizenship, color, disability, marital status, national origin, race, religion, personal appearance, family responsibilities, matriculation, political affiliation, gender, sexual orientation, or veteran status or any other basis prohibited by law. Additionally, the University will use good faith efforts to achieve ethnic and gender diversity throughout the workforce. The University emphasizes recruitment of women, minority members, disabled individuals, and Vietnam era veterans.

Inquiries regarding Affirmative Action/Equal Opportunity may be addressed to: Director, Affirmative Action Programs, 3800 Reservoir Road, N.W., G-10 Darnall Hall, Georgetown University, Washington, D.C., 20007; telephone: 687-4798.

CONTENTS

<i>Foreword</i>	v
<i>The History of the University</i>	vi
<i>Special Objectives of the University</i>	x
I. The Board of Directors	1
II. The President of the University	1
III. University Administration	2
IV. Provost and Executive Vice Presidents	7
V. Deans of Schools	12
VI. Faculty Governance Bodies	13
VII. Chairs of Departments	14
VIII. Faculty Rights and Responsibilities	16
IX. Rank and Tenure	24
X. Faculty Senate Constitution	38
XI. Faculty Grievance Code	44
XII. Affirmative Action Grievance Procedures	56
XIII. Policy on Copyrights, Inventions, Patents and Grants	61
XIV. Financial Conflicts of Interest Policy	75
XV. Procedures for Alleged Misconduct in Research	92
XVI. Computer Systems Acceptable Use Policy	98
XVII. Sexual Harassment and Consensual Relations Policy	100
XVIII. Policy on Drug Free Workplace	107
XIX. Fringe Benefits	110
XX. Tuition Scholarships	128
XXI. Appendix: AAUP 1940 Statement of Principles	130
<i>Index</i>	133

FOREWORD

This Edition of the *Faculty Handbook* contains the revisions drafted by the Governance Committee of the University Faculty Senate. After extended discussions and further revision, it was approved by the University Faculty Senate at its January 29, 1998 meeting. The Board of Directors approved the *Faculty Handbook* effective immediately at its February 26, 1998 meeting. In its resolution approving the *Faculty Handbook*, the Board expressed “its appreciation to Professor Richard D. Bates, Jr., President of the University Faculty Senate; Professor Daniel E. Martire, Chair of the University Faculty Senate Governance Committee; Professor Wayne A. Davis, a member of the University Faculty Senate Governance committee; and all the other faculty members who have served over the last three years as members of the University Faculty Senate Governance Committee for their persistence and hard work in completing this comprehensive revision.”

On February 25, 1999 the University Board of Directors approved further revisions to the *Faculty Handbook* that incorporated changes in the administrative structure of the University. This resolution approved the 1999 Revisions to the *Faculty Handbook* effective immediately.

When a date is listed next to an item in a later chapter, it is the date when that section was last amended. It is also a reminder that policies are periodically revised. The *Faculty Handbook* is also available on the Senate website: <http://www.georgetown.edu/facultysenate>. The Senate website carries minutes of Faculty Senate meetings and discussions of any current policies.

Dorothy M. Brown
Interim Provost

THE HISTORY OF THE UNIVERSITY¹

Two seemingly unrelated events created the conditions for the establishment of this, the first Catholic college in the United States: the Suppression of the Society of Jesus and the American Revolution. When Pope Clement XIV, under pressure from the courts of Europe, suppressed the Jesuit order in 1773, the Reverend John Carroll, a Marylander who had entered the Society in Europe in 1753, and remained there to teach in Jesuit colleges, returned home in 1774. Had the Society not been suppressed, it is highly unlikely that Carroll would ever have seen America again. A year later he became a staunch supporter of the revolution against England. For Catholics the revolution meant the opportunity to free themselves from the civil disabilities that had plagued them and other minorities in most colonies, including Maryland. With independence Catholics were now able, at least theoretically, to vote, hold office, worship publicly, and educate their children in their own schools.

No one saw more clearly the needs and possibilities for the education of the Catholic community in the young republic than did Carroll, whom Rome appointed as first head of the American Church in 1784. Carroll wanted to take full advantage of the unprecedented freedom given the Church in the United States to establish a school in the liberal arts tradition that had so distinguished Jesuit education for over two hundred years. He wanted his academy to be “the mainsheet anchor” of the American Catholics, an institution that could uniquely “give consistency to our religious views in this country,” by fostering an education that would combine the best of the Catholic and republican cultures. Under Bishop Carroll’s leadership, ex-Jesuits established Georgetown in the late 1780s. In 1789 he secured the deed to some sixty acres of ground on a hill overlooking the village of Georgetown, a thriving tobacco port in Maryland. A few months before the academy opened in January of 1792 the bishop learned the capital would be established in the neighborhood. It “gives weight to our establishment,” he noted, “which I little thought of when I recommended that situation.”

Lack of resources—money, faculty, students—severely crippled the College during its first two decades. With the partial restoration of the Society of Jesus in 1805, the order was given the direction of the institution. For the next forty years European Jesuits constituted a substantial portion of the faculty and were responsible for the significant contributions that Georgetown made to the sciences in the second half of the century, most notably in astronomy. A year after the complete restoration of the order in 1814, the College secured its first charter from the United States government.

In accordance with Carroll’s determination that his academy be no Catholic ghetto but “open to Students of every religious Profession”, nearly a fifth of

¹Prepared by R. Emmett Curran

the students during the first ten years were Protestants. In the middle 1850s a majority of the students were non-Catholic. It was also during this period that Georgetown counted the first Jewish and American Indian students on its rosters. Throughout the nineteenth century religious pluralism characterized Georgetown's student population.

From the beginning Georgetown was a national, indeed international school. Its proximity to Washington with its diplomatic community was obviously a major reason for its cosmopolitan character but not an exclusive one (in the 1790s, for instance, nearly 20 percent of the students came from the West Indies). Its faculty was as diverse in origin as its students, including not only Jesuit emigres from Poland, Italy, Germany and Belgium, but also Sulpician refugees from France between 1791 and 1815.

By and large, however, Georgetown was a Southern college in the antebellum period. Of its alumni who served in the Civil War, more than four-fifths were Confederates. The war nearly closed the College. The student body enrollment fell from 313 in 1859 to 17 in the fall of 1861. Federal Troops briefly occupied the campus in the first months of the war. In the fall of 1862 several of the college buildings were turned into a hospital for four months after the Second Battle of Bull Run (Manassas).

In the postwar decades the College increasingly became more northern and Catholic, but the majority of the students continued to range between the ages of 10 and 16. By 1871 Georgetown comprised not only the college on the hilltop but two professional schools of medicine and law in the city, founded by local doctors and lawyers in 1849 and 1870 respectively. Two presidents in the last three decades of the century converted these loosely connected schools into a university. The Reverend Patrick Healy, the son of a Georgia planter and his common law slave wife, as prefect of studies (1868–1878) and president (1873–1881) reformed the College's curriculum, with a new emphasis on history and natural sciences. To provide adequate library, classroom, laboratory, and residential facilities he constructed the magnificent Flemish Renaissance structure that now bears his name. At the professional level he oversaw the lengthening of the programs in both medical and legal education from two to three years. In 1880 he founded the Alumni Association.

The Reverend Joseph Havens Richards, the son of an Episcopalian priest, continued Healy's efforts during his decade-long presidency (1888–1898). Richards began graduate courses in the arts and sciences, built new facilities for the law and medical schools, including a hospital, and thwarted efforts to transfer the professional schools to the new Catholic University of America. During these years Georgetown began to establish a national reputation in baseball and football.

Expansion at the professional level continued into the new century. The Washington Dental College was acquired in 1901. Three years later the Nursing

School was founded. By 1914 the total University population was 1378, of whom 912 were in the law school, one of the nation's largest, and exclusively a night school until 1921. (A college degree was not yet required to study law.) Dr. George Kober, dean from 1901–1927, ably led the Medical School through the period of reform that revolutionized American medicine in the early part of this century.

World War I caused a brief decline in the professional schools. On the Main Campus the entire student body was mobilized by law into the Students' Army Training Corps. In 1919 the Preparatory School completed its separation from the University with its relocation in suburban Maryland. That same year the School of Foreign Service was founded under the direction of Father Edmund Walsh, S.J. to prepare students for careers in diplomacy or international business. Within five years the enrollment reached 500.

In the 1920s University enrollment nearly doubled, with substantial increases in all schools, except law. New facilities—New North, Copley, White-Gravenor and the Medical-Dental building—reflected the growth. The football team, a national power since 1914, peaked under Coach Lou Little in the late twenties.

The Depression was a period of consolidation for Georgetown. Under the presidency of Arthur O'Leary, S.J., the Graduate School was formally organized and faculty recruited for selective programs in mathematics, the natural sciences, economics, history, and government. Father O'Leary also revitalized the Alumni Association with James Ruby as the first director. He was also responsible for the brief revival of intercollegiate football under Jack Hagerty in the years preceding World War II.

The second "Great War" transformed the Main Campus from a college to a testing center of the Army Specialized Training Center. By 1943 there were but 130 students at the Law School. The Medical School also kept its prewar enrollment. In 1944 the Graduate School admitted women for the first time.

As in the twenties, enrollment virtually doubled, as the GI bill opened the University's doors to many who could not have considered such an education before the war. Temporary buildings accommodated the overflow of students. Substantial numbers of lay faculty were hired, not only on the Main Campus but at the Medical Center, where Dr. Harold Jaegers reorganized the departments and curriculums. The new hospital was opened in 1947. Under Father Edward Bunn, S.J. (1952–1964) the University entered the modern world of higher education with the restructuring of the schools and the introduction of professional standards for the faculty. Two new schools were divided from the School of Foreign Service, the School of Languages and Linguistics 1949, which was incorporated in 1995 into Georgetown College as the Faculty of Languages and Linguistics, and the School of Business

(1955). The School for Summer and Continuing Education was organized in the 1950s.

The last three decades have been a remarkable period of growth and development for the University. The building boom on all three campuses is but the most visible sign. The undergraduate students rank among the finest in the country, as the growing number of Rhodes, Marshall and Mellon fellowships won over the past years attests. Their faculty are increasingly gaining recognition in the world of scholarship. The Graduate School is concentrating on attaining distinction in certain fields commensurate with its resources. The Medical Center continues to build upon the excellent tradition of research in cardiology, renal medicine and other fields that it has established in the past forty years, while making major commitments to new fields, most notably cancer research. The Law Center has not only become again one of the largest schools in the country but ranks now among the top in the quality of both its faculty and its programs.

SPECIAL OBJECTIVES OF THE UNIVERSITY

The objectives of Georgetown University as an American, Catholic, Jesuit institution of higher learning are to uphold, defend, propagate, and elucidate the integral Christian and American cultural heritage. By its curriculum and educational policy, the University strives to develop the whole person through the cultivation and discipline of the will as well as by the formation of intellect. This guiding norm controls the teaching, sets the standards of scientific research and documented studies, and inculcates moral codes as well as professional techniques. To accomplish this aim, the University offers a variety of programs for study and training within the framework of these principles, ideals, and traditions. The University seeks to promote the highest personal development of the individual student and the most effective use of talent in the various fields of learning, research, vocational, and avocational endeavor.

I. THE BOARD OF DIRECTORS

The Board of Directors is the governing body of the University. It is a body of between ten and fifty members enjoying legal jurisdiction over the academic and business procedures of the University. One of its members is elected Chair of the Board; and one, Vice Chair, according to the By-Laws of the Board. Members can serve two consecutive three-year terms. Membership is by nomination and election by the Board.

II. THE PRESIDENT OF THE UNIVERSITY (1998)²

A. APPOINTMENT AND RESPONSIBILITIES

The University President is the chief academic and administrative officer of the University. The President is appointed by the Board of Directors. The President's responsibilities include but are not limited to:

1. The appointment with the concurrence of the Board of Directors, the Provost,³ Executive Vice Presidents, Vice Presidents and Deans.
2. The appointment of all Departmental Chairs, Professors and Associate Professors.
3. The granting of tenure, and promotion above the assistant professorial level, generally upon the recommendation of the University Rank and Tenure Committee and with the concurrence of the appropriate campus Executive Vice President.
4. The conferral of all degrees in course as approved by the Board of Directors acting on the recommendation of the Deans and Faculties of the respective schools.
5. The conferral of honorary degrees and other awards with the approval of the Board of Directors.
6. The appointment of University committees and their members.
7. The conduct and direction of such matters which will in the President's judgment promote the University and its best interests.

²Sections II and III were revised following administrative changes made in the spring of 1998. The text of this section has been approved by the University Faculty Senate and the Board of Directors.

³The Provost is the Executive Vice President on the Main Campus.

8. The Senior Vice President, the Provost, the Executive Vice Presidents, the Senior Vice President and Secretary, the Vice President and Treasurer, the Vice President for Communications and Public Affairs, and the Vice President for Alumni and University Relations report to the President.

B. ASSISTANT TO THE PRESIDENT

The President may appoint an Assistant to the President and such other assistants as needed. The Assistant to the President is the President's chief assistant and is responsible for such matters as are designated.

C. THE PRESIDENT'S CABINET

The President forms and chairs the President's Cabinet.⁴ The Cabinet meets at regular intervals during the academic year, particularly in relation to meetings of the Board of Directors, to discuss important policy initiatives. The deliberations of the Cabinet provide input for the policy and planning discussions of the Executive Committee of the Cabinet.

D. THE EXECUTIVE COMMITTEE OF THE CABINET

The agenda and discussions of the Executive Committee of the Cabinet⁵ center around major issues and broad policy implications, integrating campus plans and aspirations into the large University planning efforts. It focuses on University policy making and long range planning, and makes recommendations to the President for final decisions.

III. UNIVERSITY ADMINISTRATION

A. SENIOR VICE PRESIDENT

The Senior Vice President oversees most central administrative functions within Georgetown University and works to coordinate day to day management issues as well as long-term plans, priorities, and directions for the University. The Senior Vice President works closely with the Vice President and Treasurer, and serves as

⁴The President's Cabinet currently includes the Executive Committee of the Cabinet (see IID), the University Chaplain, the Vice President for Planning and Institutional Research, the University Counsel, the Vice President for Alumni and University Relations, the Vice President for Information Services, and the Medical Center Dean of Research and Graduate Education.

⁵The Executive Committee of the Cabinet currently includes the Senior Vice President, the Provost, the Executive Vice President and Chief Academic and Administrative Officer for Law Center Affairs, the Vice President and Treasurer, the Senior Vice President and Secretary of the University, the Vice President for Communications and Public Affairs, and the Executive Vice President for Health Sciences and Executive Dean of the Medical School.

an advisor to the President. The responsibilities of the Senior Vice President include capital planning and budgeting, facilities management, planning and project management, human resources, business services, athletics, campus ministries, legal counsel, internal audit, affirmative action, and information services and technology. The following individuals report directly to the Senior Vice President:

VICE PRESIDENT FOR INFORMATION SERVICES AND
CHIEF INFORMATION OFFICER

The Vice President for Information Services is responsible for providing strategic planning and coordination of information technology and telecommunications for academic and administrative computing for the University.⁶

UNIVERSITY COUNSEL

The University Counsel serves as the University's chief legal officer and is responsible for the provision of legal services to its directors, officers, faculty and employees.

UNIVERSITY CHAPLAIN

The University Chaplain is the chief religious officer of the University and is responsible for fostering the religious and spiritual life of the University.

UNIVERSITY ARCHITECT & EXECUTIVE DIRECTOR OF
FACILITIES PLANNING

The University Architect and Executive Director of Facilities Planning is responsible for planning and coordination of the University's campus plan and major building projects.

EXECUTIVE DIRECTOR OF FACILITIES AND STUDENT
HOUSING

The Executive Director of Facilities and Student Housing is responsible for facilities and utilities management, student housing, student townhouse properties, and project management of major building projects.

SPECIAL ASSISTANT TO THE PRESIDENT FOR
AFFIRMATIVE ACTION PROGRAMS

The Special Assistant for Affirmative Action Programs is responsible for the University's Affirmative Action Plan and Program.

⁶The Vice President for Information Services reports to the Senior Vice President, and works closely with the Provost and the Executive Vice President for Health Sciences.

DIRECTOR OF ATHLETICS

The Director of Athletics is responsible for all athletic programs at the University. The Director of Athletics also consults with the Dean of Students and the Provost, when appropriate.

VICE PRESIDENT AND CHIEF HUMAN RESOURCES OFFICER

The Vice President and Chief Human Resources Officer is responsible for all human resource policies and procedures, training and benefits administration.

ASSOCIATE VICE PRESIDENT, AUXILIARY SERVICES

The Associate Vice President for Auxiliary Services is responsible for the bookstores, dining services, post office, conference center and guest house, printing and graphics, vending, and commercial townhouse properties.

DIRECTOR OF INTERNAL AUDIT

The Director of Internal Audit reviews the management and implementation of University business processes and practices to ensure compliance with federal and state laws and University policy.

B. VICE PRESIDENT AND TREASURER

The Vice President and Treasurer of the University is the chief financial officer of the University. The Treasurer is responsible for and coordinates the activities of the Controller, the Assistant Treasurer, and the Bursar. The powers and duties of the Treasurer of the University are described in Article III, Section 7 of the Bylaws of Georgetown University:

1. The Treasurer shall have the custody of all deeds and muni-ments of title to the real estate and all Bonds and Mort-gages, stocks or other evidences of property owned by the University or pledged to it and all policies of insurance, and shall have the authority to accept and receipt for the same on behalf of the University and its Board of Directors, and under the supervision of the Board shall arrange for the safe keeping thereof.
2. The Treasurer shall collect and receive all moneys due and payable to the University and deposit them in the name of the University in such banking institutions as the Board of Directors may designate and shall discharge all debts and other obligations of the University when due and payable. Pursuant to Board Approval, the Treasurer shall be autho-rized to delegate his or her duties under this Section to one or more University employees.

3. The Treasurer is the ordinary contracting officer of the University. The Treasurer may, by written Treasurer's resolution approved by the President, delegate to other University officers and employees the authority to execute contracts in the University's name in accordance with any restrictions or conditions the Treasurer shall deem appropriate. The Treasurer shall be responsible for the annual audit of all its financial records and the submission to the Board of Directors of an annual report certified by public accountants approved by the Board. The Treasurer shall also furnish such other financial statements as from time to time may be required by the President or the Board of Directors.

The Treasurer will also perform other duties and responsibilities that may be assigned from time to time by the President or Board of Directors.

C. VICE PRESIDENT FOR ALUMNI AND UNIVERSITY RELATIONS

The Vice President for Alumni and University Relations assists and advises the President in planning the growth and development of the University; counsels the President and others on external relations issues, the University's current operations and its future programs, and implements, under the direction of the President, the development and alumni relations programs of the University. Responsibilities include:

1. The integration of operational, capital giving and deferred giving programs of the University, and coordinating them with all University publics.
2. The planning and coordination of alumni affairs.
3. The promotion of good relationships between the University's publics, internal and external, and its governing and advisory boards;
4. The representation of the University personally, as the President and Board of Directors may from time to time direct.
5. Other duties and missions as the President and Board of Directors may request.

The following offices report directly to the Vice President for Alumni and University Relations:

D. VICE PRESIDENT FOR COMMUNICATIONS AND PUBLIC AFFAIRS

The Vice President for Communications and Public Affairs reports to the President and oversees the Office of Public Affairs, which is responsible for representing the University, and its faculty and students, to a variety of external constituents, including the media, the federal and local governments, and the D.C. and Georgetown communities. Public Affairs also communicates University policies and positions to a variety of internal communities, including faculty, students, alumni and University volunteers. Public Affairs is responsible for planning communications strategy and identifying emerging issues, and is often brought in early in the policy formulation process to help policymakers set strategy. Public Affairs works extensively with the media and is responsible for determining who serves as official University spokespersons. This office also is responsible for coordinating visits to campus by high profile officials and dignitaries, and for assisting the President with speeches, letters to the editor, and op-eds. The Office of Public Affairs includes the following components:

1. The Office of Communications is responsible for working with the media on news stories, including athletics, and promoting the faculty and students of the Main Campus programs; coordinates with the media relations offices of the Medical Center and Law Center; and publishes Georgetown's faculty and staff newspaper, the *Blue & Gray*, as well as *Georgetown* magazine
2. The Assistant Vice President for External Relations serves as the University's liaison with D.C. elected and appointed officials, the D.C. business community, and the neighborhoods surrounding the University.
3. The Office of Federal Relations is responsible for the University's relations with the federal government, state governments and other governmental agencies where appropriate.

E. SENIOR VICE PRESIDENT AND SECRETARY OF THE UNIVERSITY

The Senior Vice President and Secretary of the University is appointed by the President with the concurrence of the Board. The Secretary of the University notifies the members of the Board of meetings of the Board, and prepares and distributes

copies of the agenda and the minutes of the meetings to the members. The Secretary is the custodian of the official minutes and seal of the University. The Secretary certifies the legal acts of the Corporation and other documents, and keeps a record of the certification of documents and use of the seal.

IV. PROVOST AND EXECUTIVE VICE PRESIDENTS

A. PROVOST

The Provost is a line officer of the University administration with direct responsibility for all undergraduate and graduate programs not housed in the Medical or Law Centers. In addition, the Provost acts for the President in the President's absence and serves as a major advisor to the President on long-term plans, priorities, and directions for the University. The Provost has direct responsibility for the following areas:

1. Coordinating academic programs:⁷
 - A. GEORGETOWN COLLEGE AND THE FACULTY OF LANGUAGES AND LINGUISTICS
 - B. GRADUATE SCHOOL OF ARTS AND SCIENCES⁷
 - C. SCHOOL OF FOREIGN SERVICE
 - D. SCHOOL OF BUSINESS
 - E. SCHOOL FOR SUMMER AND CONTINUING EDUCATION⁸
2. Supervising and arranging University Academic Convocations, Main Campus Commencements, and general faculty meetings, and issuing all directives to the faculty for same.
3. Recommending, with the Department Chair and the Deans, appointments of full-time Main Campus faculty for the rank of Professor or Associate Professor and/or grants of tenure to the President.
4. Issuing, in the name of the University, formal letters of appointment for Main Campus faculty members engaged by the Deans upon the recommendation of the Department Chairs for the ranks of Assistant Professor, Instructor or Lecturer;

⁷The School of Nursing operates as an organizational component of the Medical Center but in its undergraduate and graduate programs maintains special links to the office of the Provost. The Dean of the School of Nursing meets with the Council of Deans.

⁸The Graduate School of Arts and Sciences, and the School for Summer and Continuing Education also oversee programs in the Medical Center.

5. Preparation of budgets for presentation to the President of the University and ultimately to the Board of Directors.
6. The administration of University policy applicable to all Main Campus faculty personnel, with respect to faculty status and welfare. The Deans have immediate supervision of the instructional programs involving both faculty and students in their respective schools.
7. The supervision and direction of admissions, registrations, record procedures, Office of International Programs, Georgetown University Press, Army ROTC, and libraries, except at the Medical Center and Law Center.
8. Financial aid policy for Main Campus students.

The Provost is the Affirmative Action Officer for all academic areas (with the exception of the Medical Center and Law Center), is Chair of the Council of Deans, and an *ex officio* member of all Executive Councils of the Main Campus schools, and has multi-campus and University policy roles, including service in the President's Cabinet and Executive Committee of the Cabinet. The following officers report directly to the Provost:

VICE PRESIDENT FOR PLANNING AND INSTITUTIONAL RESEARCH

The Vice President for Planning and Institutional Research is responsible for coordinating long range planning for the University. In consultation with the President, Provost, Vice Presidents and other University officers, the Vice President for Planning and Institutional Research is responsible for: (a) developing and implementing a framework for comprehensive long range planning which encompasses the articulation of institutional goals and objectives and resources required to implement such objectives; (b) assisting the three campuses and support service functions in the development of long range plans; (c) providing data and analyses in the area of Institutional Research to meet external and internal reporting requirements, including assistance in the development and maintenance of appropriate data bases; (d) coordinating the preparation of a consolidated long range plan for Georgetown University.

UNIVERSITY REGISTRAR

The Registrar has faculty privileges, and is responsible to the Provost for all Main Campus registrations, records, grades, classroom reservations, and for the publication of the academic calendar.

UNIVERSITY LIBRARIAN

The University Librarian has faculty privileges, and is responsible to the Provost for ensuring that members of the University community have appropriate and timely access to information in support of their curricular and research activities, primarily through the services of the University's main library.

DEAN OF UNDERGRADUATE ADMISSIONS

The Dean of Undergraduate Admissions has faculty privileges, and oversees the operation of the various admissions committees of the undergraduate divisions of the University. The Admissions Office is responsible for the processing and recording of all applications and, through the committees, acceptance of students to the undergraduate divisions.

DEAN OF STUDENT FINANCIAL SERVICES

The Dean of Financial Aid is responsible for financial aid for the Main Campus schools.

DEAN OF STUDENTS

The Dean of Students coordinates student personnel programs for Main Campus students and integrates them with the total educational purpose of the University. Responsibilities include: (a) Residence Life; (b) Student Health Services; (c) The Counseling Center; (d) Student Activities; (e) Public Safety; (f) Undergraduate Student Government; (g) New Student Orientation; (h) Off-Campus Student Affairs and Housing; (I) Student Conduct; (j) Volunteer and Community Service Programs. The Director of the Center of Minority Education Affairs, and the Executive Director of the MBNA Career Education Center report to the Dean of Students.

ASSOCIATE DEAN FOR INTERNATIONAL EDUCATION

The Associate Dean for International Education oversees the Office of International Programs (OIP) which administers international student and scholar services, undergraduate overseas studies programs and partnership agreements with foreign universities which involve the exchange of undergraduate students. OIP also manages the DAAD and Fulbright scholarship competitions.

KENNEDY INSTITUTE OF ETHICS

The Kennedy Institute of Ethics is a research institute with a primary focus on bioethics. It conducts seminars, provides continuing education classes in bioethics, runs the National Reference Center for Bioethics Literature and the Bioethics Information

Retrieval Project, and is an integral part of the Ph.D. program in Philosophy.

CENTER FOR INTERCULTURAL EDUCATION AND DEVELOPMENT (CIED)

The Center for Intercultural Education and Development designs and administers international programs aimed at improving the quality of life of socio-economically disadvantaged people. It provides technical education, job training, leadership skill development, and upgrading of education systems in Central America, the Caribbean, East Central Europe, and Southeast Asia.

B. THE EXECUTIVE VICE PRESIDENT FOR HEALTH SCIENCES

The Office of the Executive Vice President for Health Sciences possesses line authority from the President and Board of Directors for all academic and administrative activities of the Medical Center. The Executive Vice President is responsible for the educational, research and service programs, for other functions and activities as they may exist now or arise, and for the recommendation and implementation of all policies and regulations established by the President and Board of Directors. The Executive Vice President has multi-campus and University policy roles, including service in the President's Cabinet; is the Affirmative Action Officer for the Medical Center Campus; and has direct responsibility for all Medical Center activities including:

1. Coordinating academic programs in the Medical Center Schools:
 - a. THE SCHOOL OF MEDICINE.
 - b. THE SCHOOL OF NURSING.⁹
2. Approving and recommending to the President, in accordance with the Constitutions and By-Laws of the Medical Center Schools and the Hospital, all appointments for the Medical Director, Hospital Administrator, Deans, Department Chairs and Chiefs of Hospital Services.
3. Recommending, with the Deans and Executive Faculty, all appointments of full-time faculty of the rank of Professor or Associate Professor and/or grants of tenure to the President.

⁹ The School of Nursing operates as an organizational component of the Medical Center but with unique links to the office of the Provost in its undergraduate and graduate programs.

4. Approving and issuing letters of appointment to faculty members recommended by the Deans and Executive Faculty for the ranks of full-time Assistant Professor and Instructor, for the full-time Research, Visiting and Nontenure-track Faculty and for the part-time “Clinical” and “Adjunct” Faculty.
5. Supervising and directing Medical Center libraries.
6. Coordinating the functions of the Deans, Hospital Administrator, Medical Director and Librarian and other major Medical Center officials.
7. Coordinating the functions of the Dean of the Graduate School as they relate to Medical Center programs and activities.
8. Developing, coordinating and presenting, in collaboration with the University Office of Federal Relations, the Medical Center positions on health professions education, research and health care delivery at national, regional and local levels including coordinating extramural ceremonial representations and participation in the health science/service disciplines.
9. Developing and presenting to the President an Annual Medical Center Report including the reports of the Medical Center Deans, Librarians, the Hospital Administrator and Medical Director and other major Medical Center officials.
10. Approving, presenting and overseeing implementation of all budgets of the various units of the Medical Center.
11. Collaborating with the Senior Vice President and University Architect on the design, construction, maintenance, modernization, renovation, and restoration of facilities and material projects in the Medical Center, including space utilization analyses and allocation.
12. Developing and administering the execution of short and long-range plans for the Medical Center.
13. Coordinating with accountable officials the administration of the various functions of the Medical Center including: commencements, affiliations, faculty practice plans, public relations, fund raising and development, alumni affairs, food service, security, traffic, parking and grounds care and utilization.

C. THE EXECUTIVE VICE PRESIDENT AND CHIEF ACADEMIC AND ADMINISTRATIVE OFFICER FOR LAW CENTER AFFAIRS

The Executive Vice President is the Chair of the law faculty (non-departmentalized) and chief academic officer of all Law Center full- and part-time divisions: the School of Law, the Graduate School of Law, the Continuing Legal Education division, the Law Library, the Institute of Criminal Law and Procedure, the Institute of Public Representation, the Anne Blaine Harrison Institute of Public Law, and the several clinics. In addition, the Executive Vice President serves as a member of the University administrative and policy bodies including the President's Cabinet and the Executive Committee of the Cabinet, and is the Affirmative Action Officer of the Law campus.

V. DEANS OF SCHOOLS

The Deans are the administrative heads of the Schools, and report to the Provost or Executive Vice President of their campus. They have the primary responsibility for the general effectiveness of the instructional programs of the Schools and have the obligation of carrying out all University policies and the regulations adopted by the Executive Councils in keeping with University policy.

A. APPOINTMENT

The Deans are appointed by the President of the University with the concurrence of the Board of Directors and after consultation with the Faculty Senate and the Provost or appropriate Executive Vice President.

B. RESPONSIBILITIES

Deans are responsible to the President for the proper conduct and administration, and the constant development and improvement, of the Schools in all phases of their work and activity. The Dean of a School is the Chair of its Executive Council and an ex officio member of all School committees. In addition, the Dean:

1. Appoints faculty members to committees of the School, and to other administrative duties.
2. Gathers from the Chairs of the Departments assigned to the School all necessary data for the tentative budget.
3. Sees that significant data concerning the work and activities of the School, faculty, and student body are collected, evaluated, and recorded in permanent form.

4. Makes annual reports to the President through the Provost or appropriate Executive Vice President on the functioning of the School, and to other University officers such reports as may, from time to time, be requested.
5. Determines the assignment of faculty and schedule of courses in the School, through the Registrar.
6. Supervises the educational activity of the School, overseeing the curricula, courses, and methods of instruction, and supporting research.
7. Gives special attention and cooperation to the Departments assigned specifically to the School, conferring with their respective Chairs, and refers their needs and problems to the President through the Provost or appropriate Executive Vice President with comment and recommendation.
8. Endorses the appointment of faculty members on the recommendation of the Chairs of the Departments, with the formal letter of appointment being issued by the Provost or appropriate Executive Vice President.
9. Studies the problems of the School's educational and professional fields, keeps informed on trends and developments in them, and discusses, with the Executive Council, adjustments of curriculum, courses, and methods to keep abreast with general progress in such fields.
10. Recommends, in conjunction with the faculty, candidates for degrees to the President and Board of Directors of the University.
11. Instructs new faculty in the School on details of University policy and practice.

The Deans of the Main Campus schools serve on the Council of Deans.

VI. FACULTY GOVERNANCE BODIES

The University as a whole and its principal administrative units have faculty committees that determine academic policy and advise the academic administrators on a range of issues. These bodies are established to insure full faculty participation in matters of broad university interest by sharing responsibility with the Administration and Board of Directors in the conduct of university affairs.

A. UNIVERSITY FACULTY SENATE

The University Faculty Senate has members from all three campuses. It formulates academic policy at the University level, and advises the President and Board of Directors on central fiscal and administrative decisions that affect the mission of the University. The President and other officers of the Senate are elected by the Senate. The Constitution of the Faculty Senate is Section X of the *Faculty Handbook*.

B. CAMPUS EXECUTIVE FACULTIES

Each campus has an Executive Faculty which formulates academic policy for the campus as a whole. Their members are selected in different manners, according to their constitutions, from across the campuses they govern. All three advise the Provost or Executive Vice President for their campus on fiscal and administrative matters as well as academic policies. The Executive Vice Presidents of the Medical Center and the Law Center chair their respective Executive Faculties. The Chair of the Main Campus Executive Faculty is elected by its members.

C. SCHOOL EXECUTIVE COUNCILS

Each school on the Main Campus has an Executive Council that is the educational policy making body for that school. Members of the Executive Councils are selected from across the school they govern by the procedure specified in their constitution. The Dean of the School is the Chair of its Executive Council.

VII. CHAIRS OF DEPARTMENTS

A. APPOINTMENT

The Chair of a Department is appointed by the President, based on recommendations of the Department faculty (or a search committee including Department faculty) and the relevant academic officers.

B. RESPONSIBILITIES

The Chair consults regularly with the Dean(s) of the School(s), to whom he or she is responsible. The Chair is responsible for:

1. Ensuring that the Department conforms to all University, Campus, and School policies.

2. Establishing and administering all Departmental policies and procedures, and for acting in accordance with all established policies.
3. Supervising the members of the Department in academic and technical matters, and promoting the highest possible grade of research and instruction in the Department. The Chair or a designee may visit any class to monitor and ensure the quality of instruction.
4. Selecting the courses to be taught in the Department.
5. Recommending to the Dean changes in curricula in the light of trends and developments in the Department's area of study.
6. Calling and presiding at meetings of the Department, which are normally held monthly throughout the academic year, and seeing to it that minutes are prepared and put on record.
7. All expenditures by the Department, and preparing budgets for the next fiscal year.
8. All official correspondence of the Department.
9. Recommending, in accordance with the Department's procedures, annual merit increases to the Dean(s) for all faculty members and academic staff of the Department.
10. Communicating to the Dean(s) the Department's recommendations on faculty candidates for appointment, tenure or promotion.
11. The timely purchase and acquisition of textbooks and other educational materials for courses in the Department.
12. The purchase of all books, apparatus, equipment, and supplies for the Department, and for their maintenance, storage and inventory.
13. The allocation of office and research space.
14. In departments with graduate programs, the Chair or a designee recommends to the Graduate Dean all candidates to be admitted to the Department's masters or doctoral programs, as well as all degree candidates, fellowships and terminations.
15. The Chair is jointly responsible with the Department faculty and the Dean for the progress and welfare of all students enrolled in the Department. The Chair sees to it that students pursuing degrees in the Department receive adequate direction in their selection of courses and in their preparation

for comprehensive exams, independent studies, practica and theses. In the clinical departments of the Medical Center, the Chair sees to it that residents and fellows receive proper direction and supervision.

16. The Chair is expected to be available as departmental needs shall require and to appoint an Acting Chair during any extended absence. Once appointed, the Acting Chair has all the powers and responsibilities of the Chair.

VIII. FACULTY RIGHTS AND RESPONSIBILITIES

The basic functions of the University are teaching, research and service. By accepting an appointment in this University, an individual assumes a responsibility to teach, pursue scholarly and professional activities, and participate in the academic life of the University. Faculty members have the rights and responsibilities set forth in this *Faculty Handbook*, in the Faculty Grievance Code (Section XI), in a faculty member's contract or in other appropriately authorized University documents approved by the Faculty Senate, similarly intended to establish faculty rights and responsibilities. Faculty rights and responsibilities shall include but not be limited to the following:

A. ACADEMIC FREEDOM

1. Academic freedom is essential to teaching and research. Such freedom requires free inquiry, free expression, intellectual honesty, respect for the academic rights of others, and openness to change. The rights and responsibilities exercised within the academic community must be compatible with these requirements. All members of the faculty, in common with all other members of the community, share the responsibility for maintaining a professional atmosphere in which violations of academic freedom and responsibility are unlikely to occur. The University endorses the American Association of University Professor's *1940 Statement of Principles on Academic Freedom and Tenure*, with clarifications that place it in the Georgetown University context (see Section XXI).
2. A Faculty member has rights and responsibilities common to all citizens, free from institutional censorship. In furtherance of this principle, a Faculty member may be held accountable by the University for his or her private acts only as they substantially affect teaching, research or University service. However, in his or her private pursuits the services of the University shall not be used nor shall the University

affiliation be used so as to indicate University approval. When speaking or writing in a controversial field, members of the Faculty should indicate that their viewpoints do not necessarily reflect the official position of the University authorities.

B. FAIR TREATMENT

Every member of the University has the right to be treated fairly, courteously, and professionally by students, colleagues, the Department Chair and by all members of the University administration, and to be protected from arbitrary or capricious action on the part of any such persons.

1. Members of the Faculty are to be free from arbitrary or capricious action on the part of the University Administration with respect to the determination of his or her own individual annual compensation. In this regard, faculty members have the right to receive full information concerning all factors material to the determination of his or her own individual annual compensation, provided that an individual is not entitled to receive any information concerning the salaries or the factors material to the salaries of others, nor may the faculty member by this provision be entitled to receive any information received by the University in confidence relevant to initial appointment, the grant of tenure, promotion or retention.
2. Members of the Faculty must refrain from committing or inciting to acts of physical violence against individuals or property, or acts which interfere with the academic freedom of other persons within the University, or interfere with the freedom of speech or movement of such persons.

C. RELIGIOUS TOLERANCE

Members of the faculty have an obligation to recognize that Georgetown University is a Jesuit university committed therefore to Catholic principles and religious values. While this places no obligation on faculty members with regard to their personal beliefs or religious practices, it does require a respect, in their capacity as faculty members, for the basic religious commitment of Georgetown University.

D. CONFIDENTIALITY

Members of the faculty should make themselves aware of various confidentiality requirements imposed by the University and by federal laws, e.g., the University Faculty Grievance Code

(Section XI *infra*), the University Procedures for Alleged Misconduct In Research (Section XV *infra*), and The Family Educational Rights and Privacy Act of 1974. Members of the faculty are expected to use good judgement in determining which affairs of the University are confidential, and to make conservative decisions in case of doubt. University Counsel can be consulted for advice in this regard.

E. RESEARCH

Members of the Faculty have a right and a responsibility to pursue scholarly activities designed to advance knowledge in their field. In some fields, creative or professional contributions are appropriate.

F. SERVICE

Members of the Faculty have a responsibility to accept a reasonable number of assignments to committee work.

G. TEACHING

Members of the Faculty have the following specific responsibilities in connection with their teaching:

1. To remain current in their subjects.
2. To instruct assigned courses at the scheduled time, promptly beginning and ending each class.
3. To complete in a professional, timely and responsible manner all other teaching and academic assignments which the faculty member has accepted as, or which are a normal part of, his or her duties.
4. To avoid using his or her position improperly as a faculty member to coerce students to adopt or feign positions similar to the faculty member's, or to prevent the student from holding a view opposed to it.
5. To give individual evaluations of student performance.
6. To hold regular office hours adequate for advising and counseling students, including during the registration and pre-registration periods.
7. To attend Commencements and Convocations.
8. To notify the Department Chair of any plans to be absent in order to attend meetings. Members of the Faculty who must be absent because of illness or other emergency should inform the Chairs of the Departments and/or Deans of Schools as soon as possible. Arrangements must be made to cover or

reschedule any classes missed. Absence to attend meetings is not sufficient reason for the cancellation of classes.

H. THE ACADEMIC YEAR

The Academic Year of the Main Campus and at Law Center consists of the nine month period that begins with registration and terminates with Commencement, provided all University obligations in the matter of marks, grades, theses, and other reports have been satisfied. Twelve-month contracts normally prevail in the Medical Center. Members of the Faculty should not depart for recess or vacation until all their reports, grades, and current assignments, as may be required by Chairs of Departments and Deans of Schools, have been completed and submitted.

I. PARTICIPATION IN GOVERNANCE

Faculty members have the right to participate in the governance of the University, and to seek change of University policies by appropriate means and through appropriate channels provided within each part of the University. The principal governance bodies are the University Faculty Senate, the Campus Executive Faculties, and the School Executive Councils (see Section VI). In addition, there is a chapter of the American Association of University Professors on campus.

J. SABBATICAL LEAVE

In the interest of self-improvement, professional advancement, and productive scholarship, full-time faculty members of the rank of Assistant Professor and above are eligible for a sabbatical leave after six years or twelve semesters of service, from the date of initial appointment or following completion of the previous sabbatical leave . Leaves of absence neither count as semesters toward sabbatical eligibility nor require the clock for eligibility to restart. Exceptions to this service requirement (e.g., postponement for departmental exigencies) must be agreed upon in writing by the concerned parties. Delaying one sabbatical need not delay eligibility for future sabbaticals for faculty on the Main Campus, though, in order to bank the time, the faculty member must first apply for the sabbatical and get it approved.

Applications must be made in writing through the Chair of the Department and appropriate Dean to the Provost or the appropriate Executive Vice President, not later than December 1 of the academic year preceding the year of absence. Only tenured faculty members on the Main Campus are eligible. An application from

those faculty for sabbatical leave will be reviewed by the applicant's departmental Chair, program director, and the relevant Dean (including the Graduate Dean when appropriate). Their recommendations will be forwarded to the Provost or appropriate Executive Vice President, who will convene the Council of Deans with the expectation that all but the most unusual recommendations will be accepted without discussion.

In general, sabbatical leaves will be granted when the University will not suffer undue academic inconvenience by such absence and when the applicant uses leave for research or for formal study and not to teach in another college or university.

Normally the terms of sabbatical leave will be either one academic year at half basic pay or one semester at full salary. At the end of the leave period the faculty member is to report in writing to the Provost or appropriate Executive Vice President on the progress of research or formal study during that time. This report is to be submitted upon completion (customarily within thirty days) of the sabbatical.

It is evident that the number of leaves granted in any academic year must be limited. All full-time faculty members of the Medical Center who are on a twelve-month salary basis are eligible to apply for sabbatical leave for twelve weeks with full salary. These faculty members are eligible to apply for sabbatical leave every four years. The above described procedure should be followed accordingly.

Since the award of a sabbatical is an investment which is meant to profit the institution as well as the individual, faculty are committed by the acceptance of this award to return to Georgetown after a sabbatical to teach for at least one year.

K. FACULTY SUPPORT

1. Libraries are provided to support the teaching and research of the faculty and their students.
2. Computer and information technology is provided to facilitate the teaching, research and communication of the faculty.
3. Desk and office space and computers are provided as available. These are allotted by the Chair as nearly as possible in order of rank and of seniority of service in the University.
4. Administrative officers and secretaries are employed in the offices of schools and departments. The services of such per-

sonnel must be arranged through the Chairs of Departments, the Deans of the Schools, or the appropriate University official.

5. Parking facilities are made available by the University to the best of its ability. Faculty members are asked to comply with the parking regulations as promulgated.

L. OUTSIDE PROFESSIONAL ACTIVITIES

1. All members of the faculty are expected to belong to, and participate in the affairs of, the important professional and educational associations and societies in their respective fields.
2. To the extent possible, members of the faculty are expected to deliver papers at meetings of professional and educational organizations and to contribute to professional and educational journals and publications at reasonable intervals. Within the limits of the budget, the Chair of the Department may authorize such active participation of a full-time faculty member in the meetings of an important society. Requests for such travel must be made in due time and must be accompanied by an estimate of cost so that the Chair may have opportunity to consider the budget. All expense accounts for authorized trips, itemized and accompanied by receipts, should be submitted through the Chair to the appropriate University Office for payment. Similar approval must be obtained in cases of travel chargeable to grants or contracts.
3. A regular full-time faculty member shall not accept regular or part-time employment as a full- or part-time teacher during the academic year in another institution, without the approval of the Department Chair and the appropriate Dean(s).
4. While full-time status will not afford much extra time, faculty members may serve as consultants. Such consultation or other remunerative occupation outside the University, however, should not exceed an average of eight hours a week and must not be undertaken until the Chair of the Department is satisfied that teaching, research, mentoring, and committee and other school obligations will be met.
5. Occasional participation in traditional scholarly activities such as, but not limited to, service on study sections and review panels, delivery of academic seminars, the review, presentation or writing of scholarly papers, and service on editorial boards is considered part of the routine academic duty of faculty members. No advance review is required for activities of this type so long as they do not conflict with other faculty

duties. Major and ongoing extramural academic commitments that are expected to require commitment of University resources and/or to conflict with other faculty duties do require advance consultation and agreement with the Department Chair, the Dean, or other appropriate administrative officer to assure that teaching, research, mentoring, and committee and other school obligations will be met.

6. When Faculty members use University equipment or facilities in professional work for clients outside the University, the University shall be compensated for the actual burden, including direct costs, borne by the University for such use, and such compensation shall be at a rate determined by the Chair of the Department and the Dean of the School in question, or by other officials of the University who are concerned with the matter.

M. FINANCIAL CONFLICTS OF INTEREST

Despite the frequency and complexity of the relationships of the University and its faculty and staff with industry, government and other entities, these relationships are governed by one basic principle—the full-time faculty and staff of Georgetown University recognize that their primary professional responsibility is to Georgetown University. They must not allow outside obligations, financial interests or employment relationships to compromise their objectivity as teachers, researchers, clinicians, and administrators. In addition, members of the Georgetown University community who are supported by public funds bear a special obligation to preserve the public trust. To further these ends, Georgetown University has developed a policy for the identification and prevention of financial conflicts of interest. The full text of this policy is set out in Section XIV.

N. THE UNIVERSITY POLICY CONCERNING INDEMNIFICATION OF FACULTY MEMBERS

Georgetown University will defend, indemnify and hold harmless its faculty members from and against any and all expenses, including reasonable attorney's fees and disbursements, judgments or settlements, arising out of any act or failure to act by faculty members acting in good faith within the scope of their employment and in performance of their authorized or assigned duties. The University reserves the right not to defend or indemnify a faculty member where the injury or damage results from intentional wrongdoing, gross negligence, or willful violation or disregard of University policies and procedures. Nor will the

University defend or indemnify a faculty member (1) in the event that the action or proceeding on a claim is brought by, on behalf of, or in the right of, the University, or (2) in the event that in the action or proceeding of the claim, the faculty member is aligned as a party adverse to the University. Acts or failures to act by faculty members rendering medical, nursing, legal, or other professional services not within the scope of their employment or not part of authorized or assigned duties are not included herein. In addition, indemnification shall not be available to a faculty member to the extent that any damage or loss is indemnifiable under other insurance covering the faculty member.

Defense and indemnification are conditional upon the delivery to the Office of the University Counsel of the original or a copy of any summons, complaint, process, notice, demand or pleading within 10 working days after service of such document.¹⁰ Secondly, the University must be given the absolute and continuing right to take charge of the claim or litigation including the right to direct any litigation, to appoint counsel and to settle any and all claims in a manner deemed appropriate by the University. The University shall give prior notification to the faculty member of any settlement proposals and allow the faculty member the opportunity to comment upon the proposal and shall give reasonable consideration of such comments. To the extent that it is within its control the University shall maintain the confidentiality of all settlement proposals and agreements. Finally, the University and its counsel are to be given full assistance and continuous cooperation of the faculty member throughout the defense of any covered claim or litigation.

In deciding whether a faculty member will be defended or indemnified the University shall presume that the faculty member acted in good faith and within the scope of his or her employment until evidence to the contrary proves otherwise.

¹⁰The 10-day rule may be waived on a showing of good cause.

IX. RANK AND TENURE

A. FACULTY

All officers of instruction are members of the faculty¹¹ of the University although assigned to service in distinct schools. A faculty member has a primary appointment in only one department, but may have secondary appointments in one or more units (departments, programs or schools).

Those officers of instruction who by reason of their qualifications have been appointed to one of the four full-time tenure-eligible academic ranks (which in ascending order are Instructor, Assistant Professor, Associate Professor, and Professor) constitute the ORDINARY FACULTY of the University.

The President and, by delegated authority, the Provost or appropriate Executive Vice President are authorized to appoint officers of instruction with such specialized titles as visiting professor, professorial lecturer, lecturer, laboratory instructor, professor (at a specified location), research professor, research associate, adjunct professor and clinical professor.

In exceptional circumstances, an appointment may be made to the position of Instructor of one who does not meet the requirements for appointment to the Ordinary Faculty, but whose teaching ability is superior. Such Instructor may be reappointed without limit of years. While not a member of the Ordinary Faculty, such Instructor may, after ten years of service to the University, be promoted to the rank of Assistant Professor if exceptional circumstances so warrant. Because the position is not one contemplated within the Ordinary Faculty, neither reappointment as Instructor nor promotion to Assistant Professor confers tenure or eligibility therefor. No further promotion shall be permitted.

Although academic administrators, librarians and registrars do not have tenure, they share in certain rights and privileges of the faculty. They receive the educational and general benefits accorded to officers of instruction.

B. NORMS FOR APPOINTMENT, RETENTION AND ADVANCEMENT

Those appointed to the faculty are expected to observe the professional standards and procedures set forth in this *Faculty Handbook*. Included within these standards is the expectation

¹¹ For the purpose of this section of the Handbook, the term “faculty” includes part-time, full-time, tenure eligible appointments. The term “faculty” is not intended to substitute for nor be synonymous with the definitions used in other documents, including those of associations or accrediting agencies which define rights, responsibilities, power, and authority.

that all those appointed to the faculty will provide the University with full and accurate information about their credentials.

It is to be expected that all members of the faculty will perform satisfactorily their teaching and other duties. Satisfactory performance does not of itself constitute grounds for advancement in academic rank however. With advancing levels of academic experience, it is expected that faculty members will demonstrate an increasing level of teaching ability, scholarship and service.

It is difficult to define the qualities which constitute evidence of teaching ability. Certainly the ability to communicate to students the fruits of his or her scholarship and professional experience to encourage, to stimulate and obtain from students the fullest expression of their abilities is included in the characteristics of a good teacher.

While there is no concise definition of what may constitute evidence of scholarship, it is generally recognized that a scholar has a wide and critical command of the field of his or her study as well as broad cultural interests. The highest indication of scholarship is the ability to make original contributions in one's field of knowledge. Scholarship is generally evidenced by scholarly publications of high quality, but also may be evidenced in certain areas by creativity and professional contributions demonstrated through the medium of communication customary in that discipline. Consideration will be given to such subsidiary evidence as direction of or significant participation in research projects, particularly in the scholarly activities of learned societies and professional consultative service.

Duties of the faculty will also encompass service to the University and to the community at large and, for clinical faculty, contribution to patient care. Service includes effective performance of activities within the University, such as serving on University committees, and activities outside the University which enhance its reputation.

C. DEFINITION OF ACADEMIC RANKS

1. INSTRUCTOR. Appointment to the rank of Instructor generally presupposes the following qualifications:
 - a. Individuals may be appointed as Instructor who have advanced to candidacy for the Ph.D. or possess the degree required for teaching in certain fields.
 - b. Proven or presumptive teaching ability.

- c. The potential to progress toward the Assistant Professorship according to ordinary norms.
 - d. Those qualities of character and personality expected in a teacher and advisor of students.
2. ASSISTANT PROFESSOR. Appointment to this rank or promotion from the rank of Instructor presupposes:
- a. Possession of the Ph.D. or the degree required for teaching in certain fields.
 - b. Evidence of the possession of those qualities of character, personality, and competence expected in a teacher and advisor of students.
 - c. Evidence of scholarship and research as described in “IXB. Norms for Appointment, Retention and Advancement.”
 - d. Evidence of satisfactory performance of other University responsibilities.
3. ASSOCIATE PROFESSOR. Appointment to this rank or promotion from the rank of Assistant Professor requires:
- a. Normally at least three years in the rank of Assistant Professor at this University. In the case of new appointments, account may be taken of experience and professional recognition.
 - b. Evidence of continuing and increasing achievement in the areas described in (2) (b-d) inclusive.
 - c. Evidence of scholarship as recognized by colleagues in the same field of endeavor. In the case of new appointments, account may be taken of experience and professional recognition.
4. PROFESSOR. Appointment to this rank or promotion from the rank of Associate Professor supposes, in addition to distinguished fulfillment of the requirements of the previous ranks, evidence of such quality and quantity of scholarship as to warrant general recognition among scholars in the same field.

D. TERM OF SERVICE

Appointment, promotion and tenure are separate actions. Appointment to any rank does not confer tenure except where specifically provided in the terms of appointment. Promotion at any time from any rank to any other rank does not confer tenure.

Tenure is rarely granted to faculty members below the rank of Associate Professor.

For one regularly appointed to the Ordinary Faculty the normal term of employment is one year, renewable annually. The appointment may be extended to seven years.

Prompt written notice shall be given by the University to the pertinent member of the Ordinary Faculty setting forth the rank of initial appointment, the rank to which one is promoted, the grant of tenure, the denial of tenure, or of any final action taken in regard to rank and tenure.

Notice of nonreappointment will be given in writing to members of the Ordinary Faculty in accordance with the following standards:

1. Not later than March 1st of the first academic year of service at Georgetown.
2. Not later than December 15th of the second academic year of service.
3. Not later than July 31st in the year prior to termination after two or more years of service.

If for any reason a member of the Ordinary Faculty intends to terminate his or her relationship with the University, due notice should be given in writing to the Provost or Executive Vice President of the appropriate campus at least six months prior to the date of termination. The courtesy of earlier notice is expected from tenured members.

E. APPOINTMENTS

All appointments to the Ordinary Faculty at the rank of Professor and Associate Professor are made by the President of the University. All other appointments to the faculty are made by the Provost or Executive Vice President of the appropriate campus.

F. PROMOTION

Promotions of the Ordinary Faculty to the ranks of Professor and Associate Professor are made by the President of the University.

G. TENURE

Tenure may be defined as a mutually acknowledged expectation of continuing employment that is terminable by the University only for just cause (as for professional incompetence or moral turpitude of the faculty member, for grave economic stringency

on the part of the University, or for reasons of major changes in institutional aims).

Requirements for tenure, at any rank, ordinarily include 1) teaching ability rated by one's students and peers as being of high quality, over a period of several years; 2) scholarly accomplishments consistent with the rank, and supportive evaluations of the scholarship by authorities outside the University; and 3) service (both inside and outside the University) commensurate with the rank. Evidence of the likelihood of continuing performance at the same or at a higher level should be perceived. It must be noted, however, that criteria and expectations vary among schools and disciplines.

Except when an earlier time is specifically provided in a letter of appointment or written statement by the Provost or Executive Vice President of the pertinent campus, persons appointed to tenure-eligible positions become eligible for tenure at the end of their third year of full-time Georgetown employment. The appointment of a tenure-eligible faculty member not achieving tenure shall be automatically terminated no later than the end of his or her seventh year of full-time employment.

The tenure probationary period shall not include any year in which any member of the Ordinary Faculty is employed for less than two-thirds of the year. Summer sessions do not count toward the tenure probationary period, whether or not such sessions are included in the person's annual contract. For faculty on the Main Campus, research and/or teaching leaves stopping the tenure clock will be limited to a maximum of one year, or two semesters, not including summer; additional leaves beyond one year will be considered for approval but will not stop the tenure clock.

The recommendations for tenure are submitted for decision by the President. The decision shall be transmitted to the pertinent faculty member in an expeditious and appropriate manner.

Tenure expires at the date of retirement or earlier if the faculty member's employment at the University has been terminated for other reasons. If a faculty member resigns from the University and later returns, his or her situation with respect to tenure should be set forth in clear, unequivocal language in the letter of appointment.

H. REQUEST FOR RECONSIDERATION

Whenever a faculty member receives in writing an adverse decision of the University concerning his/her application for promo-

tion and/or tenure, the faculty member has thirty calendar days to file with the President of the University a petition for reconsideration. The petition should be submitted in writing and list the reasons for the request for reconsideration.

I. GUIDELINES FOR SUBMISSION OF APPLICATIONS FOR TENURE AND PROMOTION (Revised June 5, 1992)

INTRODUCTION

Rank and Tenure are at the heart of a mutually acknowledged and mutually beneficial long-term relationship between the Ordinary Faculty and the University. They deserve special attention throughout the faculty member's career at the University. The *Faculty Handbook* spells out the larger frame of reference for this relationship, and individual departments provide the most immediate and long-term favorable environment for faculty members' growth.

At certain points during their employment history—whether at the time of initial appointment or later in their careers at the University—faculty members may elect or be required to apply for tenure and/or promotion. This document (the Guidelines) is intended to clarify the procedures pertaining to both of these application processes. Given the importance of rank and tenure, all members of the Ordinary Faculty will be provided with copies of these Guidelines at the time of initial appointment. Furthermore, it is the responsibility of the Department Chairpersons to inform faculty, early on, of the expectations for the granting of tenure and promotion that hold within a given Department and within the University as a whole.

While these Guidelines are by no means exhaustive in that regard, they can provide a useful framework for the procedural steps to be taken in the actual application process.

GENERAL STATEMENT

The procedures for submitting applications for tenure and promotion at Georgetown University are organized variously across the University's major divisions. Though there are different administrative entities and different decision-making bodies all procedures should achieve a fair and objective evaluation of the applicant's total record in terms of teaching, scholarship, and service.

In general, this evaluation takes place in three stages, at the departmental level, at the school level, and, finally, at the level of the University Committee on Rank and Tenure. The University Committee on Rank and Tenure (the Committee) serves as

the President's advisory body on all matters pertaining to the granting of tenure and promotion. The Committee's deliberations are confidential and the Committee reports only to the President. All decisions on tenure and promotion rest with the President of the University.

PROCEDURES AT THE DEPARTMENTAL OR SCHOOL LEVEL

1. Applications for tenure and promotion can be submitted by all full-time members of the Ordinary Faculty who are eligible to be considered for promotion and/or tenure in accordance with the Faculty Handbook. Internal support, whether from the Department or the School, is not a prerequisite for consideration by the University Committee on Rank and Tenure. However, all applications must be forwarded through the Department Chairperson or Dean or other official who normally is responsible for applications. This administrative officer will process them expeditiously through the relevant channels and will assure that all materials that were considered by the various deliberating bodies, whatever their conclusions, are included in the file that is transmitted to the Committee.
2. Whatever procedural variations may exist in different originating bodies, the following points apply to all applications:
 - a. Candidates must be assessed in the three categories of teaching, scholarship, and service.
 - b. Excellence in teaching reveals itself in a variety of ways. Course critiques submitted by students and faculty evaluations, although imperfect, still provide a useful measure of the manner in which a professor's teaching is received and perceived by students. Summary data of the Teacher and Course Evaluation Forms should be included in the application file. Obviously, the most useful evaluations are those in which the majority of students enrolled in a course have participated.

In addition, systematic assessments prepared by the applicant's colleagues who have observed selected classes over several years and, who, in addition, may have obtained formal or informal input from students can provide important additional information regarding teaching.

Since teaching is considered an important component of a faculty member's professional life at Georgetown University, it is particularly important to help younger

colleagues at the beginning of their career to become successful teachers. Thus, any indication of a colleague's growth in that regard, particularly as it is documented in the annual evaluations prepared by the department on tenure-track faculty prior to the granting of rank and/or tenure, should receive special note.

In some fields, specifically within the Medical Center, teaching may be conducted in clinical settings. When a standard evaluation form is not available, evaluations from students, residents, and/or fellows taught in such clinical settings would normally be in the form of letters. Testimonials from selected students or friends should not be expected to carry much weight in the Committee's deliberations.

- c. "While there is no concise definition of what may constitute evidence of scholarship, it is generally recognized that a scholar has a wide and critical command of his or her field of study as well as broad cultural interests. The highest indication of scholarship is the ability to make original contributions in one's field of knowledge." Excellence in scholarship typically reveals itself as continuing research documented primarily in publications appearing in the relevant journals or in the form of books published by respected publishing companies. It may also be "evidenced in certain areas of creativity demonstrated through the medium of communication customary in a discipline." Citation of a candidate's work in the professional literature is another indicator of scholarly standing.

Consideration will be given to such subsidiary evidence as direction of or significant participation in research projects, particularly in the scholarly activities of learned societies and professional consultative service.

Major invited addresses given at national and international conferences, election to editorial boards, and service on peer review committees also reflect the applicant's scholarly productivity and ability.

The publication of a textbook can be considered either under the category of teaching or of scholarship, depending upon the nature of the textbook and the contributions it makes to the field. A judgment on this matter should be requested from the outside evaluators as part of their written statements. A textbook would be

viewed as indicative of scholarship if, for example, extramural evaluators cite evidence that the book exhibits exemplary scholarship, offers original insights and perspectives in the field, and is read and cited by scholars and researchers.

Extramural research funding from organizations using peer review committees is an index of scholarly potential for younger colleagues, and sustained support denotes peer acceptance of the importance of the research activity for senior members of the faculty.

Work in progress is usually not considered by the Committee, unless it has been subjected to the same extramural assessment as published work.

- d. It is the responsibility of the academic Department or other appropriate faculty committee to secure genuine and timely evaluations of the candidate's scholarship. The candidate may suggest appropriate outside reviewers. However, the ultimate decision on the group of reviewers rests with the academic department or the appropriate faculty committee which, in consultation with other appropriate faculty members, selects impartial and competent evaluators.

A statement describing the procedures followed to select outside evaluators should be included with the application submitted to the University Committee on Rank and Tenure.

Scholarship must be evaluated by extramural authorities in the field who are in a position to give an objective evaluation.

The Committee requires a minimum of three written evaluations of scholarship from extramural authorities. The Chairperson of the Department or committee should submit a brief statement concerning the qualifications of the external evaluators. Any social, academic, or institutional relationship between the evaluators and the applicant should be clearly indicated by the evaluators and on the application's summary listing of reviewers.

At least two evaluators should be distinguished scholars who are neither members of the Georgetown faculty nor former teachers, co-workers, or students of the candidate. That is, evaluators should primarily be

acquainted with the candidate through his or her published work or other professional accomplishments. Where a field is so small that this is not feasible, this should be justified in the application.

All evaluations received should be included in the application.

- e. The applicant's curriculum vitae and copies of appropriate publications should be sent to the evaluators, together with an explanation of the conditions and expectations under which the applicant has worked. Since standards of acceptable scholarship may properly vary within a single unit from one time to another, from one unit to another within an institution, and from one institution to another, it is important that the standards applicable to a given application be clearly explained to each evaluator. A copy of the explanation of conditions and expectations which was furnished to each evaluator, should be included with the application.

The rank, experience, and overall standing of these evaluators determine the confidence the Committee has in the extramural letters of evaluation.

Statements from extramural evaluators should provide answers to some of the following questions: Have the publications of the candidate added to or modified existing knowledge and how was this accomplished? Has the candidate developed a new idea? Has the candidate provided additional examples or applications for the theories stated by others? Has the candidate explained, at least partly, a difficulty encountered by other researchers? Has the candidate tested any theorem or idea under different conditions, or in new circumstances?

Each reviewer must be requested to justify any conclusions regarding the quality of scholarship of the applicant and do so at a level of detail that permits an understanding of the achievement of the applicant relative to standards of excellence in his or her field. Evaluations that do not identify clearly specific components of the applicant's work which support the evaluator's conclusions cannot be considered as persuasive.

- f. Service recognizes the applicant's record as a colleague rather than as a teacher or scholar. It covers departmental and extra-departmental administrative, committee-

work, and community service. Of particular importance is the advising that faculty offer to students in their own or in other departments.

Since an applicant's record of relevant service may not always be known within the Department or School, and may thus be overlooked easily, it is important to direct particular attention to this category in the preparation of the file.

- g. Secret and separate votes shall be taken on applications for promotion and/or tenure. These are to be reported to the Committee. In the case of applications for tenure, all tenured members of the Department are entitled to vote. In the case of applications for promotion all members holding at least the rank to which the applicant is applying are entitled to vote. Voting should take place at a meeting at which the application can be discussed by the group as a whole. Absentee votes, if permitted by the Department, should be so noted in the transmission of the file.

In Schools or Departments having Executive Faculties or separate committees on rank and tenure, applications will indicate the votes submitted by such bodies as well as votes obtained from the relevant Department(s). Where applicants have interdisciplinary responsibilities they should also be assessed by their interdisciplinary program.

THE UNIVERSITY COMMITTEE ON RANK AND TENURE

The Committee, and therefore each member serving on it, is charged with judging each application according to the best interests of the University in terms of the candidate's record of teaching, scholarship, and service. In arriving at its recommendations to the President the Committee is guided by the *Faculty Handbook* and considers all information which is relevant to the assessment of candidates in those three categories.

Membership on the University Committee on Rank and Tenure comes about either by Presidential appointment (half of the membership) or by election by the Faculty Senate. It is offered for a three year term. Although it is customary for members of the Committee to be drawn from a variety of academic divisions of the University, the members of the Committee are not "representatives" of particular Departments or Schools. An individual may serve on the Committee for no more than two terms in

succession, and must remain off the Committee for at least one term between appointments.

At its initial meeting of the academic year, the Committee elects its officers, the Chairperson, the Recording Secretary, and the Corresponding Secretary.

The officers of the Committee may serve for no more than three consecutive years. As much as possible, successive chairpersons should come from different campuses of the University. Individual members of the Committee, as well as its officers, are not available to discuss the business of the Committee except with the President and those designated by him.

PREPARATION AND SUBMISSION OF APPLICATIONS

Complete applications must include all of the following:

1. A covering SUMMARY SHEET, with all applicable items completed;
2. The applicant's current curriculum vitae, including earned degrees (with institutions and dates), academic and professional history, publications, academic honors, speeches and addresses, professional memberships, and academic and public service;
3. Material demonstrating the applicant's record as a teacher, including student evaluations and assessment by colleagues;
4. All letters from extramural experts addressing the quality of the applicant's scholarly contributions, including information about any relationship to the candidate;
5. Copy of letters sent to the outside evaluators; a statement regarding the procedures used in selecting them, and a brief statement concerning their qualifications;
6. Letters from appropriate Deans and Chairpersons evaluating the candidate's record of teaching, scholarship, and service;
7. Letters, or summaries of letters, submitted by Georgetown colleagues;
8. Two copies of representative publications.

All pages of the application are to be numbered consecutively. Submission of the full application **IN SEVENTEEN COPIES**, no later than March 15, is required for action during

the current academic year. When practical, earlier submission is encouraged.

Applications dealing solely with promotion of current Georgetown faculty who already hold tenure are to be submitted prior to January 15 for action during the current academic year.

Under extraordinary circumstances, at the request of the Provost, the Executive Vice President for Health Sciences, Director of the Medical Center, or the Dean of the Law Center, applications will be accepted for review in the current year after the deadline date for submission. However, the request for special consideration must be received at the Office of the Corresponding Secretary by the deadline date and the completed application must be received no later than May 1.

A completed application includes all of the above components and is delivered to

The Corresponding Secretary
University Committee on Rank and Tenure
Office of the Provost
650 Intercultural Center

Inquiries regarding the mechanics of the application process that go beyond these Guidelines may be directed to the Corresponding Secretary or the Chairperson, c/o Office of the Provost, 650 Intercultural Center.

J. UNIVERSITY PROFESSORSHIPS

1. **POLICY.** Georgetown University reserves the rank of University Professor for faculty members of extraordinary achievement whose scholarly accomplishments have earned them substantial recognition from their academic peers. The rank is bestowed by the President in recognition of a distinguished record of scholarship, teaching, and service to the University and higher education community at large. The rank is recognized as the University's most significant professorial honor, and is awarded rarely and only in accordance with the criteria specified in this policy.
2. **CRITERIA.** To be eligible for appointment to the rank of University Professor a faculty member must satisfy the following criteria:
 - a. He or she must either hold the rank of professor with tenure at Georgetown University or have been recommended to the President for tenure at that rank in accor-

dance with the University's rank and tenure policies and procedures.

- b. He or she must possess an outstanding record of scholarly accomplishment that establishes him or her at the front ranks of university faculty nationally and internationally.
- c. As a condition of appointment to the rank of University Professor, the faculty member must agree to relinquish any chair or endowed professorship he or she currently holds.
- d. **PROCEDURE.** To be appointed to the rank of University Professor, an otherwise eligible faculty member must be selected by the President of the University upon the affirmative recommendation of at least two Executive Vice Presidents or Provost and taking into account the views expressed by members of affected department(s).
- e. **PRIVILEGES OF THE RANK.** Appointment to the rank of University Professor will be with tenure. Tenure will reside in the department in which the faculty member serves as professor.

K. EMERITUS PROFESSORS

1. **POLICY.** A faculty member who retires, who does not accept a full-time or part-time academic appointment at another institution of higher education, and who satisfies the eligibility criteria in paragraph (2) below, may be appointed Professor or Associate or Assistant Professor Emeritus by the President.
2. **CRITERIA.** To be eligible for appointment to emeritus status, a retired faculty member must satisfy the following criteria:
 - a. The faculty member must have served, for at least ten years with tenure, at Georgetown University at the rank of Professor, Associate Professor, or Assistant Professor.
 - b. The faculty member must possess a record of distinguished and meritorious service to Georgetown University.
 - c. **PROCEDURE.** If a faculty member satisfies the eligibility criteria and wishes to be considered for emeritus status, he or she should apply to the Provost or the appropriate Executive Vice President.

3. BENEFITS. In addition to the customary health and retirements benefits, the provision of any other benefits, amenities, and facilities, as they are reasonably available, is left to the discretion of the department.

X. FACULTY SENATE CONSTITUTION

(Amended May 1993)

A. THE GEORGETOWN UNIVERSITY FACULTY SENATE

There is hereby established a Senate of Georgetown University, for the purpose of insuring full Faculty participation in matters of general University interest by sharing responsibility with the University Board of Directors and Administration in the conduct of University affairs.

B. FUNCTIONS OF THE SENATE

1. The Senate shall have authority to discuss and express its views on any matter of general University interest, and to make recommendations to the President and Board of Directors, and to the University Faculties. The Senate shall discharge its functions as a body or through committees or persons duly delegated to act for it.
2. Matters may be brought before the Senate by the President or Board of Directors, and the Executive Faculties; University Committees; on petition of any Faculty member or groups of Faculty members; and on the Senate's own initiative. The Senate shall at all times control its own agenda.
3. The Senate shall participate in University affairs including the following areas:
 - a. Educational affairs of general University interest;
 - b. The determination of conditions of academic freedom and responsibility, including the recommendations of desirable standards and grievance procedures;
 - c. The formulation and application of standards for rank and tenure, including appointment and promotion procedures and grievance procedures;
 - d. University governance, including consultation with the Board of Directors concerning the appointment of the University President, Executive Vice Presidents of the three constituent Faculties, and Academic Deans, and

- recommendation of appropriate procedures for the selection of Departmental Chairmen;
- e. The University budget, including examination of budgets and consultation with respect to the University's financial status and policies;
 - f. Grants of general University interest;
 - g. Faculty and staff salaries, retirement plans, and fringe benefits, including periodic reviews of salary and benefit standards and ranges;
 - h. Faculty research grant and sabbatical leave procedures and policies;
 - i. Student affairs, including liaison with the Office of Student Affairs and with student governments, and recommendations regarding student concerns;
 - j. Physical plant and facilities including planning development;
 - k. University convocations, including recommendations concerning honorary degrees.

C. MEMBERSHIP

1. The Senate shall be composed of seventy-five elective members from three constituent Faculties, as set out in Paragraph 2, below and of the following "ex-officio" members: the Executive Vice Presidents of the three constituent Faculties, as set out in Paragraph 2, below; the Senior Vice President; and four Main Campus Deans, selected annually by the Main Campus Council of Deans, the other members of the Council being designated as alternates, with full privileges of Senate membership in the absence of any of the four.
2. The elective members shall be apportioned among the three constituent Faculties; the Main Campus, the Medical Center, and the Law Center. The distribution shall be: Main Campus, 45, including at least 2 each from the School of Nursing, from the School of Business Administration, from the School of Languages and Linguistics, from the College of Arts and Sciences and from the School of Foreign Service; Medical Center, 20, Law Center 10. The Senate shall at reasonable intervals re-examine the apportionments.

D. ELECTION PROCEDURE

1. All full-time Faculty members with at least one year of full-time service at the University shall be eligible to vote in elections for the Senate, and to serve as members of the Senate.
2. Nominations for seats in the Senate, for full terms or for unexpired terms in the event of vacancies, shall be in writing and bear the signatures of five qualified voters in the constituency of which the nominee is a member of the Faculty.
3. Within each constituency the candidates receiving the highest number of votes shall be considered elected, except that in accordance with C.2, the School of Nursing, the School of Business Administration, the Faculty of Languages and Linguistics, the College of Arts and Sciences, and the School of Foreign Service, shall have a minimum of two representatives each at all times. A tie shall be decided by lot.
4. Elections shall be held annually in the spring semester for one-third of the seats in the Senate in each constituency and for the filling of any vacancies.
5. For the first election to the Senate, the Chairman of the Provisional Assembly shall appoint an Election Commission representative of the three constituencies, to conduct the election in accordance with the provisions stated above. Thereafter, the Presiding Officer of the Senate shall appoint annually the Election Commission. It shall be the duty of the Election Commission to certify lists of qualified voters, to receive nomination petitions, and certify winning candidates. Vacancies shall be filled at the next regular election.

E. TERMS

1. The term for elected members of the Senate shall be three years.
2. At the first convening of the Senate, following the first election, Senators from each constituency shall be divided by lot into three equal groups, one group to serve for one year, one for two years, and one for three years. Thereafter, all terms shall be for three years.
3. Members elected in 1971 shall draw for terms of one, two and three years, the number of each being such as to preserve the constitutional provision that one-third of the Senate in each constituency shall be elected annually.

4. When a Senate vacancy occurs, either temporarily due to sabbaticals or leaves of absence or permanently because of retirement, resignations or other causes, the vacancy shall be filled by the runner-up in the most recent Senate election as determined by the Senate Election Committee. When there is no runner-up or when the runner-up is unable or unwilling to serve, the vacancy shall be filled by the respective Caucuses.

F. OFFICERS AND STEERING COMMITTEE

1. The Senate shall elect, biennially, from its membership, at the first regular meeting following election of new Senators, a President, three Vice Presidents, (one from each of the three constituent faculties), and a Secretary-Treasurer. Nominations for these officers may be made by a Nominating Committee and from the floor. In the event that a vacancy occurs, there shall be a special election.
2. The five officers, the Executive Vice President of the Main Campus, and a second ex-officio member of the Senate, appointed by the President of the University, shall appoint the chairmen of the Senate's standing committees subject to confirmation by the Senate, who, with the officers, and the two ex-officio members, shall serve as the Steering Committee of the Senate.
3. The Steering Committee shall have the following authority:
 - a. To receive communications concerning matters to be put upon the agenda of the Senate;
 - b. To establish the agenda for Senate meetings, excepting that any member of the Senate may, at a meeting of the Senate, ask the body to consider a particular matter;
 - c. To refer appropriate matters to the Standing Committees of the Senate, which standing committees shall be free to take up matters on their initiative;
 - d. To select members of the standing and special committees of the Senate;
 - e. To designate a member or members of the Senate to serve as representatives to the Executive Faculties of the University, the designation of such representatives being subject to confirmation by the Senate;
 - f. Subject to confirmation by the Senate, to appoint members of standing and special committees whose jurisdic-

tion and membership are university-wide, including at least half the membership of the Rank and Tenure Committee, the others being appointed the President of the University. For major committees serving more than one Department or School, the Steering Committee shall appoint two voting members, subject to Senate confirmation, the remainder being selected as the President of the University shall designate. In making appointments to University committees, the Steering Committee shall insofar as appropriate give representation to each of the three constituencies.

- g. To call special meetings of the Senate;
- h. To manage the budget of the Senate.

G. SENATE COMMITTEES

1. The standing committees of the Senate shall include:
 - a. The Committee on Educational Affairs, whose jurisdiction shall extend to matters described in B.3.a,f,h,k.
 - b. The Committee on Academic Freedom and Responsibility, whose jurisdiction shall extent to B.3.b and c.
 - c. The Committee on University Governance, with jurisdiction over B.3.d.
 - d. The Committee on University Budget and Finance, with jurisdiction over B.3.e.
 - e. The Committee on Faculty and Staff Salaries, Retirement Plans, and Fringe Benefits, with jurisdiction over B.3.g.
 - f. The Committee on Student Affairs, with jurisdiction over B.3.i.
 - g. The Committee on Physical Facilities, with jurisdiction over B.3.j.
2. By majority of those present and voting, the Senate may constitute special committees, and may add to or abolish standing committees.
3. The Senate shall elect, biennially, a Nominating Committee for the selection of officers.

H. PROCEDURE

1. A quorum shall consist of 40 percent of the membership of the Senate.
2. No member shall have more than one vote.
3. The Senate shall establish and may amend its rules of procedure by majority vote.
4. In matters not regulated by this constitution or by the Senate's rules of procedure, *Robert's Rules of Order Revised* shall be the parliamentary authority. The President of the Senate may appoint a parliamentarian.

I. MEETINGS

1. The Senate shall hold four (4) regular meetings during each academic year: one in October, one in December, one in February, and one in April.
2. Special meetings may be convened by the President or—in his absence—by one of the Vice Presidents.
3. Special meetings shall be convened by the President upon written request by ten members, or upon request from an Executive Vice President of the three constituent Faculties.
4. Unless there is an emergency, the calling of a meeting shall be made at least two weeks before the date of the meeting; the call shall be in writing and contain the proposed agenda.
5. CONSTITUENT CAMPUS FACULTY MEETINGS. A meeting of the Main Campus, Medical Center or Law Center full-time Faculty, may be called, for the discussion of issues of interest to that Faculty in the following two ways:
 - a. By the Officers of the Faculty Senate. Notice of no less than ten days shall be given in the call, and the issue(s) specified as explicitly as possible. OR
 - b. On petition of twenty-five full-time members of the Constituent Campus Faculty addressed to the President of the University Faculty Senate. Upon receipt of such a petition, the President of the Senate shall call such a Faculty meeting no later than two weeks from the date of receipt of the petition. The petition should be as specific as possible concerning the issue(s) to be discussed.

6. The President of the Senate, or in his/her absence or illness, one of the three Vice Presidents of the Senate, or in the event of their being unable to act, the Chairman of the Main Campus Caucus of the Senate, shall preside over the Faculty meeting.

J. AMENDMENT PROCEDURE

Amendments to the Constitution shall become effective after having been adopted by two-thirds of the members present and voting, and approved by the President and Board of Directors of the University, and by a majority vote of the full-time Faculties with at least one year of service.

K. RATIFICATION

1. Ratification of this Constitution requires:
 - a. Approval by a two-thirds majority of those members of the Provisional Assembly present and voting called to consider the Constitution;
 - b. Approval by the President and Board of Directors of the University;
 - c. Approval by a majority voting in each of the three constituencies in a referendum on the Constitution. Qualifications for voters shall be in the same as in D.1. As a constituency ratifies the Constitution, it shall be in effect in that constituency.
2. When ratified, the Constitution shall become a part of the Statutes of the University, and shall appear in an appendix to the Faculty Handbook.

XI. FACULTY GRIEVANCE CODE (1997)

(approved by University Faculty Senate, June 1997)

(approved by University Board of Directors, September 1997)

effective date: September 18, 1997

INTRODUCTION

This code provides the procedures under which a faculty member believing himself aggrieved by department, school or administrative action described herein is able to seek a remedy within the University. The faculty member is obliged to exhaust these procedures with regard to any grievance before pursuing remedies outside the University.

A. APPLICABILITY

For purposes of this Code, faculty members are defined as all part-time and full-time tenured, tenure eligible and non-tenure eligible, University salaried persons who are appointed as officers of instruction to teach and/or conduct scholarly research, and librarians of professional rank. The following positions, however, are not covered by the Code: all administrators, including the President, Vice Presidents, Assistant Vice Presidents, Deans, Associate Deans, Assistant Deans and Department Chairs, Division Chiefs, and all Institute and Center Directors, although a faculty member serving as department chair may invoke the Code if, in his or her capacity as an individual faculty member (and not because of any action or omission in his or her capacity as department chair) he or she is subjected to any of the disciplinary actions listed in Sections (B)(1) through B(7) of this Code. Specifically, a department chair shall not be entitled to grieve the decision of the University to remove him or her as chair. Resolution of questions concerning which capacity gave rise to the grievance shall be a jurisdictional matter for the Grievance Panel. Trainees (e.g., post-doctoral fellows, research associates, clinical interns, residents and fellows) of whatever title are also excluded from coverage of the Code.¹²

Grievances arising out of revocation of Hospital medical staff memberships are not covered by this Code and should be processed as defined by Article V, Section 2, Paragraph D of the Bylaws, Rules and Regulations of the Medical Staff of Georgetown University Hospital. Grievances ascribed to discrimination (including denial of tenure, promotion or reappointment) are not covered by this Code and should be processed as defined in the Georgetown University Affirmative Action Plan, Section 7.¹³ Nor does this Code cover conflicts between faculty members, unless the faculty member against whom the grievance is lodged was in that case acting administratively in a manner described by Paragraph B, Grievable Matters.

¹² If a person not expressly covered by this Code or any other University grievance code is aggrieved in circumstances where considerations of academic freedom indicate the Code should nonetheless apply, the appropriate Campus Executive Vice President is authorized, at his/her discretion, to extend the coverage of the Code at that person's request.

¹³ Grievants wishing to file under this Code and the Affirmative Action Plan must exhaust the University Affirmative Action Code procedures before procedures under this Code will be initiated with regard to the non-discrimination aspects of the grievant's case. If grievant files under the Affirmative Action Code after proceedings under this Code have commenced, the proceeding under this Code may be immediately suspended, in the discretion of the Grievance Code Chairperson. To assure that this order of treatment of grievances is followed, the Grievance Code Chairperson shall notify the Director of the Affirmative Action Office of the identity of any grievant once conciliation has failed.

B. GRIEVABLE MATTERS

A grievable matter arises when any of the following department, school or administrative actions involves a violation of academic freedom or of University procedures or of other faculty rights as set forth, for example, in individual faculty contracts, the *Faculty Handbook*, AAUP statements adopted by the Board of Directors or other appropriately authorized University documents:

1. Recommendation of dismissal;
2. Suspension;
3. Recommendation of revocation of tenure;
4. Recommendation of reduction of academic rank;
5. Recommendation of reduction of individual salary;
6. Denial of tenure or promotion or reappointment;
7. Any other action that materially harms the faculty member.

In general, this Code does not cover the merits of refusal of tenure, promotion or reappointment. It does, however, require that the rules and regulations applicable to the grant or refusal of tenure or promotion or reappointment promulgated in the current issue of the *Faculty Handbook* and in other relevant University publications be fully complied with and administered fairly. This Code also covers situations where tenure or promotion or reappointment is denied for reasons that allegedly involved a violation of academic freedom.

C. NOTICE OF PROPOSED DISCIPLINARY ACTION

The following disciplinary actions—dismissal, suspension without pay, revocation of tenure, reduction in rank and reduction in salary—shall take effect only if the administrative officer of the University who intends to take such action gives to the faculty member affected by the proposed action written notice of the action at least fifteen days¹⁴ in advance of its effective date and only if the faculty member affected by the proposed action does not invoke the procedures of this Code. Such notice shall be confidential unless confidentiality is waived by the faculty member affected by the proposed action. A faculty member may, however, be summarily suspended with pay if the functioning of the University is impeded by his/her actions. Such suspension

¹⁴ As used throughout the text of the Code, the word “day” refers to working days, Monday through Friday, excluding Federal holidays.

with pay shall be carried out only by the President of the University or by the appropriate Executive Vice President.

D. COMPOSITION OF UNIVERSITY GRIEVANCE CODE COMMITTEE

The University Grievance Code Committee shall consist of seventeen tenured members of the faculty, seven from the Main Campus of the University and five from each of the Medical and Law Center campuses of the University. Tenured faculty members simultaneously serving as administrators are not eligible for appointment to or continuing service on the Committee. The Faculty Senate shall elect nine members from the faculty members covered by this Code and the University President shall appoint eight members from the faculty members covered by this Code. The normal term is three years and the members of the Committee are not eligible for election or appointment by the University President to more than two terms consecutively. However, Committee members serving on a grievance panel at the expiration of their term or terms shall continue to serve until that panel has completed its consideration of that particular grievance, including any remand thereof. Terms commence on July 1st and expire on June 30th. The President of the Faculty Senate shall appoint, from the members of the Committee, a Chairperson and a Vice Chairperson of the Committee to serve three years terms each. The Senators from each campus shall designate a total of six tenured faculty members (two from the Main Campus, two from the Medical Center Campus and two from the Law Center Campus) to act as an alternate source of members of any Grievance Panel. These members will be used only if the requisite number of panelists from the Committee are not available in a particular case. Members shall serve on this alternate list for a three year period. The names will be submitted to the Chairperson of the Committee by July 1 of each year.

When in the judgement of the Committee Chairperson the volume of Committee work demands, he or she may request the designation, in such even number as he or she sees fit, of additional alternate members of the Committee, such designation to be made half by the Faculty Senate President upon the advice of the Faculty Senate caucus of the campus or campuses to which the request is submitted, and half by the Executive Vice President of such campus or campuses. Alternates thus designated shall serve only during the University fiscal year during which they are appointed, provided that, if any is serving on a grievance panel at the end of that fiscal year, he or she shall continue to serve until that panel has completed its consideration of that

particular grievance, including any remand thereof. Alternates designated under this procedure shall be, as in the case with previously authorized alternates, from the ranks of tenured faculty. Alternates selected in either of the ways described above have the same rights and duties as a regular Committee member to participate and vote in full committee proceedings with regard to the decision of a panel on which the alternate has served.

CONFIDENTIALITY REQUIREMENT

Unless confidentiality is waived in writing by the grievant, members of the Committee and participants in all proceedings of this Code shall make every effort to maintain the confidentiality of the proceedings, but a breach of confidentiality will not invalidate the proceedings. The confidentiality requirement also applies to any communications at any time between the President of the Faculty Senate, or any conciliator (see Sec. F.(2)), and the parties to the grievance.

E. ADMINISTRATIVE PROCEDURES

The University Grievance Code Committee shall establish operating procedures necessary to implement the code. The procedures include the following:

1. The committee shall establish a hierarchy of members in the order of precedence to act in the absence of the Chairperson or the Vice Chairperson of the committee.
2. Subject to the disapproval of the President of the Faculty Senate or his/her designee, the Chairperson of the Committee or his/her delegate shall have discretion, before the expiration of the time limits set by the Code or within ten days thereafter, to enlarge the time or times within which action must be taken under this Code if in his/her judgment such extension of the time is appropriate, as, for example, when Committee members are unavailable due to holiday recess. It shall be the responsibility of the Chairperson or his/her delegate to notify all parties affected by any enlargement of the time granted under this section.
3. The Committee shall establish any procedures to the extent not defined by this Code such as, but not limited to, balloting, quorum, and time frame of activities. The Committee shall also define any terms not defined in this Code and shall establish any other guidelines to protect equitably the interest of the grievant and the University. The Committee shall file its operating procedures with the President of the Faculty Senate.

4. When a grievance proceeding ends, the Chairperson shall forward the file to the Secretary of the University so that the University may maintain a record of proceedings. The file consists of all written evidence and documentation, including tape recordings and stenographic transcriptions used by any Panel or the Committee in connection with the proceeding, except documents generally circulated, such as the *Faculty Handbook*. The University Secretary shall keep the contents of the file confidential.

F. GRIEVANCE PROCEDURE

1. NOTICE OF GRIEVANCE. A faculty member who believes that he/she has a grievance should file a “Notice of Grievance” with the President of the Faculty Senate (or another Senate officer in the President’s absence) within 30 days of receiving Notice of the action that gives rise to the grievance.¹⁵ Should the Senate officers be unavailable, the faculty member may file the notice with the Secretary of the University, who shall forward it as soon as possible to the appropriate Senate officer. In any case a copy of this notice shall also be forwarded by the official receiving it to the appropriate Executive Vice President, or, if that Executive Vice President will be a respondent, to the University Vice President. The “Notice of Grievance” shall contain a concise statement of the reasons that lead the faculty member to feel aggrieved, and shall include the name of the administrator whose action has given rise to the grievance. It is the responsibility of the grievant to properly record his/her grievance within the specified time frame. With the consent of the Chairperson of the Grievance Code Committee, the President of the Faculty Senate can dismiss a grievance if the applicant is not a person covered by Paragraph A

¹⁵ Where negotiations between the grievant and the relevant administrative department are pending or other circumstances suggest that formal initiation of the grievance procedure would best be deferred in the interest of all concerned, the grievant, at the discretion of the President of the Senate (or another Senate officer in the President’s absence), can satisfy this filing requirement if within 30 days he or she files a letter with such person indicating an intent to file a formal grievance. The President of the Senate will notify the grievant if the request to defer filing has been granted. If the dispute is not resolved within 25 days of the President’s approval of a deferral, the President of the Faculty Senate shall notify the grievant and require him or her promptly to submit the formal “Notice of Grievance” described in this section, unless a further extension is agreed to in writing by both the grievant and the relevant administrator. However, where the potential grievant has within the 30 day period notified the Senate President that the grievant is first pursuing an affirmative action complaint (see f.n. 2 supra) the grievant is not required to file his grievance under this Code until the university phase of the affirmative action proceeding is terminated. Such notice shall contain a brief statement of the grounds upon which the grievance will later be filed. Absent exceptional circumstances, as determined by the Senate President, no grievance under this Code may be filed in such a case unless filed within 14 calendar days of the termination internally of the University’s affirmative action proceeding.

(Applicability) of this Code. Any such dismissal may be appealed to the full Grievance Code Committee following procedures outlined in Paragraph F(4), *infra*. If not thus dismissed the case shall proceed under the next paragraph involving a conciliation.

2. **CONCILIATION.** Within three days of receiving a “Notice of Grievance” from the grievant or from the Secretary of the University judged to be complete by the President of the Faculty Senate (or another Senate officer in the President’s absence), or as soon thereafter as circumstances permit, the President of the Faculty Senate shall appoint a conciliator who shall attempt to resolve informally the issues that gave rise to the grievance. The conciliator shall be a tenured faculty member of this University drawn to the maximum extent possible from a panel of conciliators established by the Faculty Senate. The conciliator shall meet with the grievant and the administrator whose action has given rise to the grievance, either individually or together. Any such meeting shall be closed (e.g., no advisor for either party may attend) and confidential. The conciliation process should proceed expeditiously and should ordinarily be completed within fourteen days of the appointment of the conciliator. The process may be extended, however, if in the judgment of the President of the Faculty Senate, and with the agreement of the parties, special circumstances make such an extension desirable. At the conclusion of the conciliation process, the conciliator shall promptly report in writing the results of the process to the President of the Faculty Senate. This report shall not contain a recommendation on the merits of the dispute, but shall simply state whether or not the dispute has been resolved. If the issues that gave rise to the grievance have been resolved to the satisfaction of the grievant and the administrator whose action gave rise to the grievance, the matter is ended. If the issues have not been satisfactorily resolved, the President of the Faculty Senate shall, within three days of receiving the conciliator’s report, inform the Chairperson of the Grievance Code Committee.
3. **INITIAL REVIEW.** When a grievance has not been resolved by conciliation, the Chairperson of the Grievance Code Committee shall appoint a Grievance Panel, to consist of three committee members, two from the campus on which the grievance arose, and one from either of the other two campuses, to hear the grievance. The Chairperson of the Grievance Code Committee shall appoint the Chairperson

of each Grievance Panel. As to each of these appointments the Chairperson of the Grievance Code Committee should seek to assure that appointees are free of bias, conflict of interest, or such previous association with the issues raised by the grievance as would recommend that the appointee not serve. The Grievance Panel shall begin to review the grievance on a calendar established by the Committee chairperson. The Panel may seek additional information from any source. The panel shall decide whether it has jurisdiction to act. If it decides it lacks jurisdiction, it shall dismiss the grievance. If the Panel decides it has jurisdiction, it shall decide whether the matter merits investigation. If the Panel decides that the matter on its face merits investigation, it shall decide the merits, conducting as many formal hearings (Paragraph 5) as it considers necessary. If it decides that the matter does not merit investigation, it shall dismiss the grievance. The Panel shall make its decision as expeditiously as circumstances permit and shall promptly report its decision to the Chairperson of the Grievance Code Committee who shall inform the grievant, the involved administrator and the appropriate Executive Vice President.

4. APPEAL FROM THE INITIAL REVIEW

- a. **BY THE GRIEVANT.** If the Panel dismissed the grievance on jurisdictional grounds or decides that the matter does not merit investigation, the grievant may appeal either determination to the full Grievance Code Committee.

If the grievant does not appeal, the matter is ended and the Chairperson of the Committee shall notify the President of the Faculty Senate, the involved administrator and the appropriate Executive Vice President.

To appeal, the grievant shall, within five days after receiving notification of the adverse determination, file an appeal with the Chairperson of the Grievance Code Committee or, in his/her absence, the Vice Chairperson. In their absence the grievant may file with the Secretary of the University or his/her designate, who will present the "Notice of Appeal" to the appropriate Committee member (Paragraph E(2)). The Chairperson or in his/her absence the Vice Chairperson shall promptly distribute copies of the appeal to all Committee members along with the request that each member notify the Chair immediately if that member wishes to convene to discuss the appeal. Unless within seven days of such distri-

bution the Chair receives six votes favoring a meeting to discuss the appeal the appeal of the grievant is denied. If fewer than six votes are timely entered, the matter is ended. If six members do timely vote to consider the appeal, the Chairperson shall promptly convene the Committee for such purpose. The full Grievance Code Committee shall *then* review the Panel's determination as expeditiously as possible.

Thereafter, an appeal is rejected unless a majority of those members of the Grievance Code Committee who vote on the matter votes to overturn the Panel's decision. The Chairperson or his/her designate shall report the results of the Committee's review to the President of the Faculty Senate, the involved administrator, the grievant and the appropriate Executive Vice President.

If the Committee does not vote for the grievant, the grievant may appeal to the President of the University. If the grievant does not appeal, the matter ends.

If the Committee decides that the Panel erred in dismissing the grievance on jurisdictional grounds, it shall remand for a determination as to whether the matter merits investigation as provided in Paragraph F(3) (Initial Review). If the Committee decides that the Panel erred in deciding that the matter did not merit investigation, the Committee Chairperson may remand for a hearing on the merits, as provided in Paragraph F(5) (Formal Hearing); for this remand, the Committee shall appoint a new Panel to conduct a formal hearing on the grievance.

- b. **BY THE ADMINISTRATOR.** The involved administrator may appeal a Panel's determination that the grievance falls within the Panel's jurisdiction by filing a written appeal with the Grievance committee Chairperson (or Vice Chairperson or Secretary of the University as per the preceding subsection 4.a) within five days of receiving notification of the Panel's jurisdictional determination. The Chairperson shall promptly distribute copies of the appeal to all Committee members along with the request that each member notify the Chair immediately if that member wishes to convene to discuss the appeal. Unless within seven days of such distribution the Chair receives six votes favoring a meeting to discuss the appeal, the appeal of the administrator is denied. No further appeal on the jurisdictional issue is permitted the

administrator until the time of later appeal to the President described in Section F.7 *infra*. If six members do timely vote to consider the appeal, the Chairperson shall promptly convene the Committee for such purpose. At that meeting the administrator's appeal is rejected unless the majority of those members of the Grievance Code Committee who vote on the matter votes to overturn the Panel's decision, and no further appeal by the administrator on the jurisdictional issue is permitted until the time of later appeal (if any) to the President described *infra* in Section F.7. If a majority of those members of the Grievance Code Committee who vote on the matter votes to overturn the Panel's decision, determining that the Panel erred in finding jurisdiction, the matter is ended unless the grievant appeals to the President per the preceding subsection (F.4.a).

5. FORMAL HEARINGS. In conducting a formal hearing, the Panel shall use the following procedures:

The Panel Chairperson, after consulting the parties, shall promptly notify them of the time and place of the hearing, which the Panel should hold as promptly as possible after determining that the Committee has jurisdiction and that the matter merits investigation. The parties may submit written evidence or documentation before the hearing. Each party shall notify the Panel Chairperson and the opposing party of the witness(es) he/she intends to call no later than five days before the hearing. Each party has responsibility for arranging the attendance of any witness he/she intends to call.

Each party can choose an advisor to accompany him/her to the hearing.¹⁶ Each party can call witnesses or present other evidence; can examine any evidence submitted to the Panel by anyone else; and can question witnesses he/she has not called. The hearing shall be electronically or otherwise recorded verbatim. Upon request, a copy of the recording shall be furnished to either party at the University's expense.

¹⁶ Advisors for the parties are not permitted to have any contact with a conciliator during the conciliation process. Neither are they permitted to participate in the Initial Review by a panel (See Sec.F.(3) & (4)) except by written submission. During hearings on the merits of the grievance, advisors may be present but are limited to off-record consultation with his/her party/advisee, and may make a closing summary of argument within reasonable time limits set by the Panel Chair. The foregoing rules do not replace those in effect in proceedings in progress when this Code is adopted.

The Panel may adjourn the hearing to permit the parties to obtain further evidence.

A grievance hearing is not a formal judicial proceeding. Its ultimate purpose is to evaluate the fairness of the administrative action that gave rise to the grievance. To achieve that end, the Hearing Panel can exclude irrelevant issues or evidence, and can place reasonable limits on argument, on the questioning of witnesses.

The Panel can decide when it has enough information to decide the merits.

A member of a Hearing Panel shall serve until the particular grievance process is concluded, even though his/her term of service on the full Grievance Code Committee has expired.

Written submission in lieu of hearing. Notwithstanding the foregoing, either party may at any time waive his/her right to a hearing and elect to proceed on the basis of written submission alone. Any such waiver must be in writing, must have the agreement of both parties and must be submitted to the Panel Chairperson. Written submissions on the merits of the case are to be thereafter submitted to the Panel in accord with a schedule prescribed by the Chairperson, whose duty it is to see that the matter is advanced expeditiously.

Within fifteen days after the conclusion of the hearing, or of written submission in lieu of hearing, the Panel shall submit its findings and decision (the report) to the Committee Chairperson who shall immediately sent the report to the grievant, to the appropriate Executive Vice President, to the administrator to whose action the grievant objected, to the President of the Faculty Senate, and to other members of the Grievance Code Committee.

6. APPEAL TO THE FULL GRIEVANCE CODE COMMITTEE. Within ten days of receiving the Panel's report from the Committee Chairperson under the preceding paragraph, either party to a grievance proceeding may request a full committee review of the Panel report. The request must be in writing and must state reasons for review. When so requested, all divided Panel reports shall be reviewed by the full Committee. Unanimous Panel reports shall be reviewed only if, within fifteen days of receipt of a request for review, six members of the full Committee vote to review the Panel report. In either case, the Chairperson shall promptly call one or more meetings of the full Com-

mittee. The Committee can reverse the Panel's findings and/or recommendations or may remand with appropriate instructions to the panel if a majority of those voting vote to do so. Such action shall be taken on the basis of the existing record and without further hearing or fact-gathering.

The Chairperson of the Committee shall file and distribute the decision of the committee as provided under Paragraph F(5).

7. **APPEAL TO THE UNIVERSITY PRESIDENT.** Should either party desire to appeal the Committee's decision to the President he/she shall file his/her "Notice to Appeal" within 15 days after the Chairperson has sent the Committee's decision to the parties. The party shall file his/her "Notice of Appeal" with the Chairperson of the Grievance Code Committee, concurrently sending a copy to the adverse party. The "Notice of Appeal," shall contain a concise statement of the reasons that lead the party making the appeal to believe that the Panel's determinations were erroneous, and shall include a designation by the appealing party of which papers in the file he/she wishes forwarded to the President of the University. Upon the filing of the "Notice of Appeal," the file on the grievance shall be forwarded by the Committee chairperson to the President of the University. The file consists of such parts of the record as may be designated by the parties, but the Committee chairperson is authorized to place fair and reasonable limits on the size of the record forwarded. At the President's discretion, but not later than ten days after his receipt of the file on the grievance, the President may remand the matter to the Committee or to the Panel for further deliberations. If the matter is remanded, the Chairperson of the Committee shall report to the President as soon as possible on the outcome of the panel's and/or the Committee's further deliberations.

Within twenty days of receipt of the "Notice of Appeal," or, if there has been a remand, within twenty days of the receipt of the Committee's additional report, and after such consultation as he deems appropriate, the President shall accept or reject the findings and decision of the Committee, including the finding of jurisdiction and shall state in writing the reasons for his acceptance or rejection. Review by the President shall be confined to evidence considered by the full Committee, in addition to whatever arguments the parties may make with regard thereto. If the President is

unavailable to act within the time provisions of this section, then the President shall appoint an Executive Vice President from a campus other than the campus on which the grievant is employed to review the appeal in the manner described. Either the President or the Executive Vice President who conducts such a review may at his/her discretion appoint a senior member of the faculty as a “Master” to assist with the review.

The President or Executive Vice President conducting such a review shall communicate his/her decision to the adverse parties, to the Chairperson of the Grievance Code Committee, to the President of the Faculty Senate and to the appropriate Executive Vice President. In the extraordinary event that the President or other officer designated above does not act within the time limits imposed by this section, the Panel’s decision shall become final and shall be immediately implemented by the appropriate University authorities.

G. AMENDMENT

The Code may be amended only after: (1) an advisory vote of a majority of the University Faculty Senate present at a meeting after the matter has lain on the table for at least one meeting and proposed amendment has been publicized to the full Faculty; and (2) approval by the University Board of Directors.

H. RATIFICATION

This code shall take effect only after advice by the University Faculty Senate, approval and recommendation by the President of the University and ratification by the University Board of Directors. Every five years the University President shall appoint a six member committee to review this Code. The President shall select three members and the University Faculty Senate shall select three members.

XII. AFFIRMATIVE ACTION GRIEVANCE PROCEDURES TO INVESTIGATE ALLEGATIONS OF DISCRIMINATION

(Revised 9/95)

INTRODUCTION

Georgetown University recognizes and accepts its responsibilities to act in accordance with the University’s Affirmative Action Plan, federal laws and regulations and the District of Columbia Human Rights Act. Therefore, the University has established this grievance

procedure to review, investigate, and resolve allegations of unlawful discrimination on the basis of age, color, sex, including sexual harassment, disability, marital status, national origin, race, religion, family responsibility, personal appearance, matriculation, political affiliation or sexual orientation.

This internal Affirmative Action Grievance Procedure provides a mechanism for aggrieved employees to receive a fair hearing on issues of discrimination. Complainants, respondents and witnesses who participate in this process are bound by rules of confidentiality. Employees are required to exhaust these procedures with regard to any grievance before pursuing remedies outside the University with any external enforcement agencies including the District of Columbia Human Rights Commission, the Equal Employment Opportunity Commission, the Office of Civil Rights of the Department of Education and the Department of Labor.

It is a violation of this policy to file a discrimination complaint for the purpose of injuring the reputation or causing harm to another person. Without minimizing the injury that can be suffered by the victim of discrimination, the University also recognizes that the filing of a discrimination complaint can have serious consequences for the person accused of discrimination. That person, too, has rights that the policy on discrimination must preserve and protect. A person who abuses this policy by filing a frivolous complaint will himself or herself be subject to discipline if the Affirmative Action Office determines that the complaint was filed in bad faith. This provision is not meant in any way to discourage legitimate complaints.

The University will continue to promote affirmative action in all areas of the University. Successful efforts in this area will contribute to an improved environment in which to work. The University believes that this non-adversarial grievance procedure will benefit students, faculty, staff and administrators, and will make “Affirmative Action/Equal Employment Opportunity” a reality at this institution.

REQUIREMENTS FOR FILING GRIEVANCES

1. Any applicant for employment, current or former employee (hereinafter referred to as complainant), of Georgetown University has a right to file a discrimination complaint with the Affirmative Action Office. The “Discrimination Complaint Form” is attached.
2. Complainants must file a grievance in writing within *120 days* following the alleged discriminatory act or the date on which the complainant knew or reasonably should have known the act.

3. A grievance must be filed with the Affirmative Action Office at G-10 Darnall Hall.

FURTHER PROVISIONS ON TIME LIMITS

All of the time limits contained within this grievance procedure may be extended.

PRINCIPLE OF NON-RETALIATION

The University strongly encourages any victims of unlawful discrimination to report the incident and seek redress, if he or she is unable to resolve it satisfactorily and completely through informal means. The University recognizes the unusual burden that the alleged discriminatory conduct places on the recipient and acknowledges the necessity for a thorough and careful resolution of all reported cases. It is illegal and contrary to University policy for any individual to engage, whether directly or indirectly, in retaliatory conduct against a person who files a discrimination complaint or gives testimony during an investigation of such a complaint. As used in this paragraph, “retaliatory conduct” means conduct that adversely and unjustifiably affects another’s terms and conditions of employment, educational experience, or quality of life, and that is motivated by an intent to cause harm because of the targeted individual’s involvement in the filing or investigation of a discrimination complaint. Any student or employee who believes that retaliatory actions have been taken against him or her for having filed a complaint or provided testimony in an investigation of discrimination may seek redress through the Affirmative Action Office.

PROCEDURES FOR PROCESSING GRIEVANCES

STEP I. INFORMAL CONCILIATION

1. The Affirmative Action Office shall receive the complaint, assist the complainant in defining the charge and completing the grievance form.
2. The Affirmative Action Office shall apprise the respondent and his/her administrative officer of the charge and its supporting documents, assist them in interpreting the charge, and suggest a format for responding to the charge.
3. The Affirmative Action Office shall have thirty (30) working days to resolve the complaint informally and shall have the right to all necessary information to do so and to interview witnesses including the right to bring together complainant and respondent, if desirable. If a

mutually acceptable resolution is achieved through the efforts of the Affirmative Action Office, the case shall be closed. A written notice shall list findings and indicate the agreement reached, and shall be signed and dated by the complainant, the respondent, and a staff member of the Affirmative Action Office, and copies provided to both the complainant and respondent. If the evidence supports a finding that there is no basis for a charge of illegal discrimination, the Affirmative Action Office shall indicate this conclusion to the complainant, advising him/her that the case is closed.

If conciliation is not possible, the Affirmative Action Office shall so notify both complainant and respondent in writing, and shall advise complainant of his/her right to proceed to the formal step of a University hearing. The complainant shall have ten (10) working days to advise the Affirmative Action Office of his/her desire to have a hearing.

STEP II. FORMAL HEARING

1. If the complainant requests a formal hearing, the Affirmative Action Office shall send written notification to the appropriate Executive Vice President, the Provost, or the Senior Vice President, the respondent and his/her administrative officer. This notification shall include a copy of the charge naming the complainant and respondent, a description of the nature of the complaint, and other written documents pertaining to the case.
2. The Affirmative Action Office shall then establish a three member Ad-Hoc Affirmative Action Grievance Panel selected from the Equal Opportunity Examining Board made up of Georgetown University administrators, faculty and staff. Grievances involving discriminatory denials of tenure, promotion or reappointment of faculty members shall be heard by panels composed of faculty or academic administrators only. The three member Ad-Hoc Affirmative Action Grievance Panel shall be selected in the following manner:

The complainant shall select one member of the Equal Opportunity Examining Board, and the respondent shall select another. The Affirmative Action Office shall convene a meeting of these two selected panelists who

shall choose the third member to form the Ad-Hoc Affirmative Action Grievance Panel.

3. A member of the Affirmative Action Office shall present the details of the complaint to the panel members who shall be asked to disqualify themselves if they have prior knowledge of the complaint, the circumstances surrounding the incidents, or any other reason which might prevent them from rendering an impartial decision.
4. The Special Assistant to the President for Affirmative Action Programs, or a designee shall present all documents relevant to the complaint, instruct them in effective investigative processes, and ensure that they thoroughly understand the process. The panel shall be charged formally with its responsibility to investigate the complaint, issue its findings including recommendation for corrective action if warranted. A staff member of the Affirmative Action Office shall be present at all deliberations of the Ad-Hoc Grievance Panel.
5. The Ad-Hoc Grievance Panel shall have the right to all relevant information and to interview witnesses, including the right to bring together complainant and respondent.
6. Within 45 working days from its formation, the Ad-Hoc Grievance Panel shall submit its findings to the Special Assistant to the President for Affirmative Action Programs for review. This official shall forward the panel's findings and the background documentation to the Provost, the appropriate Executive Vice President or Senior Vice President for review and comment. After this official approves the panel's recommendations, the Affirmative Action Office shall forward the findings to the complainant, respondent and his/her administrative officer.
7. If the panel sustains the complainant's grievance the Affirmative Action Office shall monitor the Panel's recommendation. The Provost, the appropriate Executive Vice President or Senior Vice President shall ensure that the Panel's recommendations are smoothly implemented and that no retaliatory actions are taken against the complainant or respondent.

STUDENT EMPLOYMENT GRIEVANCES

Georgetown University students who are also full-time or part-time employees of the University, in their employee capacity, are subject and entitled to the preceding grievance procedures. If the student employee initiates his/her discrimination complaint with the academic Dean or Department Chairperson, the Dean or Department Chairperson will transfer the case to the Affirmative Action Office for resolution.

STUDENT GRIEVANCES IN ACADEMIC AND NON-EMPLOYMENT MATTERS

The grievance procedures in this document to review, investigate and resolve allegations of unlawful discrimination on the basis of age, color, sex, including sexual harassment, disability, marital status, national origin, race, religion, family responsibility, personal appearance, matriculation, political affiliation or sexual orientation, do not apply to student complaints in strictly academic areas, nor do these procedures refer to students in non-employment relationships. Special procedures have been established by all of the University's colleges and schools to resolve academic concerns. The matters should be discussed first with the Dean of the school. The student may submit formal written complaint to the Dean, and a copy of this written formal complaint must be sent to the Special Assistant to the President for Affirmative Action Programs, so that the Affirmative Action Office may be informed of the complaint. The procedures for discrimination complaints are listed in the official school publications of the individual University's colleges and schools.

XIII. GEORGETOWN UNIVERSITY POLICY AND PROCEDURES

FOR INVENTIONS, COPYRIGHTS, PATENTS, AND TECHNOLOGY TRANSFER

A. PREAMBLE AND OBJECTIVES

GEORGETOWN UNIVERSITY has among its primary purposes teaching, research, and the expansion and dissemination of knowledge. Although development of patents and commercial applications is not a primary institutional goal, patentable inventions and other marketable forms of intellectual property do result from the research activities of GEORGETOWN UNIVERSITY'S faculty, staff, other employees, and students and fellows (hereinafter collectively referred to as staff members). The University has an interest in protecting such intellectual properties in order to:

1. Serve the public good by promoting the disclosure, dissemination, and utilization of inventions which arise in the course of the University's research through established channels of commerce;
2. Encourage and provide tangible rewards to members of the University community who create such inventions;
3. Support further research and development by securing for the University a share in the proceeds of such inventions.

The *Georgetown University Policy and Procedures for Inventions, Copyrights, Patents and Technology Transfer* have been established to provide for an equitable allocation of responsibilities and rewards among Inventors, their departments and schools, the University, and any external organizations that have sponsored and financed research activities at the University. These policies and procedures apply to the reporting of inventions by investigators, prosecution of patent rights by the University, development of commercial applications, distribution of financial benefit and expense within the University, and distribution of a share of net income from inventions to the Inventor(s).

B. OWNERSHIP OF INVENTIONS AND PATENTS

1. GEORGETOWN UNIVERSITY acquires ownership in all inventions—any new and useful process of discovery, art or method, machine, manufacture, or improvement thereof—made or conceived by a staff member, provided such invention was made:
 - a. during a research or other assignment given to a staff member pursuant to a research project, grant or contract, or any other University administered program; or
 - b. utilizing facilities, equipment, funds, or other contributions of the University; and provided
 - c. that the University has not entered into a research grant or contract agreement with express provisions to the contrary.
2. Inventions made by a staff member exclusively on his/her own time and without the aid of any GEORGETOWN UNIVERSITY resources are the sole property of the Inventor, and:
 - a. Patents from such inventions should be administered so as to not involve the name, facilities, or resources of Georgetown University;

- b. Time spent in administering such patents should conform to the University policy on outside activities by a staff member;
 - c. In order to avoid a conflict of interest, a staff member should not patent inventions which are in the specific field of the investigator's work in Georgetown University's research programs without permission from the University;
 - d. Inventor-owned patents may, upon acceptance by the University, be assigned to GEORGETOWN UNIVERSITY at the option of the Inventor for administration under University patent policies, or in accordance with a specific agreement between the Inventor and the University.
3. Ownership and disposition of invention rights resulting from research financed wholly or partially by governmental, industrial, philanthropic or other organizations shall be determined by the rules, regulations, and procedures of the sponsoring organization and in accordance with the terms of the related research agreement and the policies of GEORGETOWN UNIVERSITY. A staff member or student who elects to perform research on governmental, commercial, or other projects undertaken by the University is required to sign such supplemental agreements as are necessary to enable the University to fulfill its legal obligations with respect to patentable discoveries.
4. Any staff member who has developed an invention under Paragraph B.1 or B.3 above shall be required, at the request of the University, to execute the papers required for making application for patents in the United States and abroad and assignment of such patent applications or patents to GEORGETOWN UNIVERSITY or its designee. The expenses of any resulting patent proceedings are to be paid by the University or by its assignee.
5. GEORGETOWN UNIVERSITY may dispose of its rights obtained under Paragraph B.1, B.3, and B.4 above as follows:
- a. by selling, licensing, assigning, or otherwise exploiting such rights;
 - b. by operating such rights for public use, if in the sole determination of the University after consultation with the inventor, principles of charity or public policy so demand;

- c. by releasing such rights to the Inventor, provided expenses already incurred by the University or an assignee are reimbursed by the Inventor or from the proceeds of commercial exploitation of the invention.
 - d. by including such rights in a research contract with a third party under which such rights are assigned or licensed either in advance or otherwise, to the third party.
6. The conditions enumerated in the *Georgetown University Policy and Procedures for Inventions, Copyrights, Patents and Technology Transfer* shall be deemed to be a part of each contract of employment of staff members or acceptance of students at the University.

C. PATENT LAW AND THE UNIVERSITY INVENTOR

The University Inventor is subject to many pressures in the academic community to publish materials describing research. Premature publication may, however, adversely affect the public use and benefits of scientific data. Ideas promulgated in the literature without adequate prior protection may ultimately be lost to the public good due to their limited commercial potential. It is important for the University Inventor to be aware of the potential harm of premature publication, which severely undermines the patentability of an invention. Because of the great costs associated with bringing a product to market, companies are usually willing to develop technology only if it is protected by patents.

The inventor should consult the University Office of Technology Transfer whenever he or she has a question about patent rights. This section of the policy is designed to acquaint the inventor with the basics of a complex and sophisticated area of the law. The Office of Technology Transfer is available to assist in the application or interpretation of this policy.

In general, a patent owner in the United States has a grace period of one year to file an application after disclosure through publication or public presentation of the nature of the invention. If the U.S. patent application is filed prior to any publication or presentation, worldwide patent rights are preserved for one year from the U.S. filing date. If, however, an invention or innovation is published or presented before filing a U.S. patent application, most foreign patent rights are lost. To fully protect foreign patent rights, it is therefore essential to file a U.S. patent application prior to any publication or presentation.

The University Inventor can help to safeguard inventions in the early stages of development by carefully noting ideas conceived in a lab notebook. As entries are made in the notebook, a dated signature by the Inventor and a witness should help protect the invention under U.S. Patent Law. In order to protect the discovery's conception date, the Inventor must continue to make signed and dated entries for experiments where attempts to reduce the invention to practice are made. Diligence in recording efforts to reduce an invention to practice is vital. Without such diligence, efforts to establish the first invention date and to take advantage of the legal benefits flowing from it may be in vain. Careful notebook practices will help to protect the invention from subsequent Inventors even if an interloper reduces the invention to practice first, and/or files a patent application first.

D. DISCLOSURE OF INVENTIONS—DUTY TO DISCLOSE

Inventions conceived and/or reduced to practice and which are covered by B.1, B.3, or B.4 must be disclosed fully and in good faith to the Director of the Office of Technology Transfer. When a staff member has an idea (conceived invention) or an invention (patentable or not) has been reduced to practice, that individual is required to report the invention through the Chair or Director of his/her Department, Center, or Institute to the Office of Technology Transfer on the *Georgetown University Invention Disclosure Form* (Appendix B). It is the obligation of the Inventor to correctly identify any and all co-inventors on the Disclosure Form. The inventors must also agree in writing upon their percentage shares in the invention at the time of disclosure. This agreement will govern the distribution of the Inventors' share of net proceeds from the invention. The percentage share is binding throughout the life of the patent unless all sharing Inventors agree to and file a new written agreement; provided, however, that an Inventor may, at any time, relinquish any right to share in the net proceeds. The Inventor also has an obligation to disclose any potential conflict of interest in accordance with the University's Conflict of Interest Policies, and to execute all contracts, assignments, waivers, disclosures, or other legal documents necessary to vest in the University the rights to any invention in which it retains an interest. These obligations remain effective even after Inventors leave the University. Prosecution by a University Inventor of patents on inventions to which the University has a right of ownership as described in Paragraph B.1 without disclosure of the invention to the Office of Technology Transfer and (if so requested by the University) assignment of ownership to the University, constitutes grounds for disciplinary action. Inventors

may not enter into any patent agreements related to University intellectual properties with outside organizations without prior authorization from the Office of Technology Transfer. The University retains this right of approval exclusively to itself.

E. THE OFFICE OF TECHNOLOGY TRANSFER AND THE UNIVERSITY COMMITTEE ON PATENTS, LICENSING, COPYRIGHTS, AND TECHNOLOGY TRANSFER

The Office of Technology Transfer shall be administered by a Director reporting through the Associate Dean for Research Operations* to the Dean of Research** of Georgetown University Medical Center. A University Committee on Patents, Licensing, Copyrights, and Technology Transfer shall provide oversight and policy direction for the Office of Technology Transfer.

1. COMMITTEE MEMBERSHIP. This Committee will be chaired by the Dean of Research and will include the Director of the Office of Technology Transfer, the Associate Dean for Research Operations, the Vice President and Treasurer of the University or his/her designee, the Chief Fiscal Officers of the Main, Medical, and Law Campuses, the University Council or his/her designee, two representatives appointed by the Faculty Senate, and one faculty representative each from the Main, Medical, and Law campuses appointed respectively by the appropriate Executive Vice President. The faculty representatives appointed by the Faculty Senate and by the Executive Vice Presidents shall serve three year terms.
2. FUNCTION AND AUTHORITY. The Committee will meet quarterly, or as needed, and will advise the Dean of Research and the Director of Technology Transfer on all policy and procedural issues related to the University's intellectual property. The Committee will advise the Dean of Research with respect to the structure and finances of the office, will oversee the Working Groups that review invention disclosures and proposals for patent applications, and will hear appeals of decisions made by the Working Groups. All deliberations and communications of the Committee and its Working Groups are confidential and regarded as privileged information. All disclosures to the Committee are on a "need to know" basis only.
3. Working Groups functioning as technical subcommittees of the Committee on Patents, Licensing, Copyrights, and

Technology Transfer will review all invention disclosures and proposals for patent applications. A Working Group will decide whether the Office of Technology Transfer will pursue patenting and commercialization of each invention it reviews. The Working Groups will also review existing patents at least annually to determine whether the University will continue to maintain those patents. The Working Groups will each be chaired by the Director of the Office of Technology Transfer and will be composed of one or more administrative members of the full Committee and at least one faculty member with relevant expertise drawn from the Committee membership or from a pool of consultative faculty drawn from all campuses; individuals from outside the University may be consulted if specific expertise is required in a particular case. Appointments to Working Groups will be made by the Director of Technology Transfer in consultation with the Associate Dean for Research Operations. Ad hoc external reviewers will be non-voting members of the working group. Working Groups will meet as needed. Except as otherwise provided by these policies, the procedures of the Working Groups shall be confidential. In general, each Working Group will include at least one faculty member from the campus on which the invention originated to assure availability of appropriate expertise.

When a Working Group decides not to pursue or maintain a patent, the Director will provide the reasons for the decision to the Inventor(s), who may appeal the decision in writing to the full Committee. In cases where the University releases its rights to an invention to the inventor, the inventor(s) may pursue a patent for the invention at his/her own expense. Individual Schools, Departments, Divisions, Centers, Institutes, and other organizational units of the University may not pursue a patent or invention that has been abandoned by the University, nor may they provide funding to do so. An individual member of the University community who chooses to pursue a patent or invention abandoned by the University must do so in accordance with the guidelines in Paragraph B.2.a and b above as if the invention had originally been made on his/her own time.

*(*Associate Dean for Research Operations, Office of the Dean of Research and Graduate Education, Georgetown University Medical Center, **Dean of Research and Graduate Education, Georgetown University Medical Center)*

F. DISPUTE RESOLUTION

The Committee on Patents, Licensing, Copyrights, and Technology Transfer will entertain and attempt to resolve, all disputes between individuals regarding ownership of patentable inventions or copyrights. The Committee will review all relevant documents and records relating to the invention's inception and development, and interview potential Inventors and others who might be able to assist the Committee in its resolution of the dispute. After its review, the Committee will recommend a proposed course of action to the Dean of Research.

The Committee will also determine the scope, coverage, and application of these Policies and Procedures. The Committee's responsibilities will include, but not be limited to, determining whether software is textual or a device-like work. The Committee will also establish recommended record keeping guidelines to be followed by staff members and students in their research to establish and protect intellectual property rights. The Committee will also hear appeals of decisions of the Working Groups. Inventors wishing to appeal a Working Group decision must file a written appeal with the Dean of Research, stating the basis for the appeal and setting forth evidence supporting a reversal of the Working Group's decision. The Dean will convene a meeting of the Committee to hear the appeal, reviewing the reasons for the decision of the Working Group. The Inventor will be provided with an opportunity to present his/her case. The meeting will be convened in a timely fashion intended to minimize risks to the patentability of the invention. The Director of the Office of Technology Transfer and the Associate Dean for Research Operations will not vote on appeals of Working Group decisions, but may participate in the Committee's review of the appeal. The decision of the Committee is final and is not a grievable matter under the University Grievance Code.

G. DISTRIBUTION OF FINANCIAL BENEFIT AND EXPENSES, AND NET INCOME

Georgetown University assumes financial responsibility for inventions to which it takes ownership. This responsibility may include, for example, the costs of assessing patentability, filing and maintaining patents, marketing and licensing inventions, maintaining records, and defending infringements and interferences. The University is not, however, obligated to protect or develop any particular technology or invention unless it has made an explicit contractual commitment to do so. Activities related to the protection and marketing of University intellec-

tual properties are intended to be self-supporting. The Office of Technology Transfer is required to use the University's resources carefully, with a view to promoting the fiduciary interest of the institution as a whole.

Distribution of all royalties and other income from intellectual properties owned by the University shall be as follows: GROSS RECEIPTS. All direct expenses related to prosecuting and maintaining a patent, including fees for outside legal counsel, shall be reimbursed to the Office of Technology Transfer from receipts related to the invention. In addition, 15% of gross receipts from each invention shall be allocated to the budget of the Office of Technology Transfer. When the overall revenues from such receipts are sufficient to support the activities of the Office, the percentage amount of the allocation may be reduced so that only the actual costs of the Office's operations are deducted from gross receipts.

NET RECEIPTS. One-half of Net receipts shall be distributed to the Inventor(s) of the intellectual property. "Net Receipts" are defined as gross receipts minus the deduction of expenses outlined in the preceding section on "Gross Receipts." At the option of the Inventor(s), the Inventor's share may be returned to the respective laboratory rather than to the Inventor personally. When there are two or more Inventors of a property, allocation of the Inventors' share of net receipts shall be made in accordance with the Inventors' agreement made for that purpose at the time of disclosure of the invention. After the distribution to the Inventor(s), the remainder of the net receipts shall be divided as follows:

- 10% to the President of the University or his designee for support of research and development throughout the institution;
- 30%* to the Executive Vice President of the campus area (Main Campus, Medical Center, or Law Center) in which the Inventor holds a primary academic appointment or staff position (that is, the campus from which the Inventor receives 50% or more of his or her support). These funds are to be used for support of research and development on this campus or in interdisciplinary programs involving two or more campuses.
- 10% to the Department, Center, or Institute in which the Inventor holds a primary academic appointment or staff position (that is, the Department, Center, or Institute

from which the Inventor receives 50% or more of his or her support). These funds are to be used for support of research and development within the department or in interdisciplinary programs.

**In any case where there is more than one inventor, noted percentages are shared proportionally by Inventors, their respective schools, or departments/laboratories, as applicable, in accordance with each inventor's share in the invention as specified on the Georgetown University Invention Disclosure Form.*

H. COPYRIGHTS

One of the major goals of Georgetown University, as a research-oriented academic institution, is the discovery, production, and dissemination of knowledge. The copyright policies of the University are intended to further that goal by providing appropriate incentives to faculty and members of the academic staff for the production of new knowledge. The policies are not intended to disturb the customary relationship between the University and the author of traditional scholarly works such as books, manuscripts, artistic works, movies and television programs.

Traditionally, most published works written by members of the faculty have been the property of the author and have been published under agreements made by the faculty members without participation of the University. In general, the University does not claim "work for hire" status under Title 17 of the U.S. Code for such works. However, the University is concerned about publishers who publish scholarly articles by members of the academic community and then charge those same members and other academics substantial fees to reproduce their articles for use in class, for reserve readings in the library, or for other educational purposes. Accordingly, Georgetown University *suggests* that members of the faculty, when publishing an article in a scholarly journal shall request (but not require) that the publisher place a note on the first page of the article giving nonprofit organizations the right to make copies of all or any portion of the article for educational purposes without written permission or payment of an additional fee.

Where the University pays the full, or a substantial part of, the cost of publication, such as printing, editing, etc., arrangements concerning the ownership of the copyright and the division of any royalties must be made with the Dean of the pertinent School working together with the Treasurer of the University. Such arrangements should be made prior to the publication of the work and should be mutually beneficial to the faculty member and the University.

Unlike traditional written works of scholarship, the University has generally acquired ownership and the patent rights in all inventions made or conceived by a staff member utilizing the facilities, equipment, funds or other contributions of the University. A new type of scholarly production that can create a similar kind of potentially valuable property is computer software. Such software is most often protected by copyright, although in some cases it may be protected by patent or trade secrecy agreements.

Software may be divided conceptually into two categories: (1) “textual software” that is primarily intended and likely to result in informing or educating the user or in improving his or her general capabilities, and (2) functional “device-like software” that is primarily intended and likely to result in the accomplishment of a task or in allowing the user to produce, manage, analyze, or manipulate a product, such as data, text, a physical object, or more software. Device-like software acts as a tool or building block in the accomplishment of a task, or in the creation or management of a product or result.

“Device-like” software that is a product or by-product of research activity conducted at or for the University, or utilizing the University’s facilities, equipment, funds, or other contributions will be considered a work made for hire and treated like other inventions. Ownership will be acquired by the University and the appropriate copyright or patent protection will be sought by the Office of Technology Transfer on behalf of the University, with any royalties to be divided as indicated in section VII of this Policy. Examples include: inventory or billing systems, statistical programs and graphics design software.

Textual software may be pure text or may be an interactive package intended to train the user in a skill as part of the user’s education, or may teach the user elements of software design or engineering. It is akin to a textbook and, for the purposes of this policy, will be treated like traditional written work rather than as an invention. Examples include: electronic textbooks and journal articles published electronically.

In instances where the nature of the software is disputed, the question shall be referred to the University Committee on Patents, Licensing, Copyrights, and Technology Transfer. The Committee’s decision on whether the software is textual or device-like will be final.

The copyright of material created by a non-academic employee within the scope of University employment or by academic

employees pursuant to a specific direction or assigned duty (other than the teaching of courses) from the University, or any of its units, shall be considered a work made for hire and shall be the property of the University.

In general, the foregoing terms also apply to students at the University. The University makes no claim of ownership to works created by students or other staff members working on their own, outside of an employment relationship with the University. Students working on a project governed by a contract or agreement to which the University is party shall be bound by the terms of that contract or agreement. Students who are hired to perform specific tasks that contribute to a copyrightable work will ordinarily have no rights to the ownership of that work unless they have a prior written agreement with the author. The University reserves the right to make copies of dissertations as needed for the academic purposes of the institution.

I. LICENSING OF INVENTIONS

The Office of Technology Transfer will be responsible for identification of potential commercial sponsors to develop intellectual property owned by the University, for marketing of properties to potential sponsors, and for negotiation of all research and development, licensing, and royalty agreements with sponsors in cooperation, as appropriate, with the Office of Sponsored Programs. Such agreements must conform to University policies, including but not limited to those governing academic freedom and conflicts of interest. Inventors may not independently market or license properties owned by the University. Sponsors may not use the name or logo of Georgetown University or those of any school or other component of Georgetown University, nor imply approval or endorsement of any product by the University in any commercial promotion without the written permission of the University.

The Inventor is, however, central to the licensing process. The Inventor is usually the best advocate and source of expertise for the invention. Throughout the search process for prospective companies to commercialize an invention, the Inventor is encouraged to actively participate and provide guidance. The Inventor's active involvement is often essential to the successful commercialization of a discovery.

During the course of negotiation the Inventor's advice and opinions will be routinely sought. In the process of negotiations, the University will use its best efforts to guard the Inventor's freedom to publish, collaborate with other non-profit institutions,

and transfer materials for non-commercial purposes to other researchers.

J. SERVICES TO INVENTORS

The Office of Technology Transfer is available to advise Inventors on all questions concerning copyrights, patents, licensing and technology transfer. When an Inventor has an idea, early disclosure to the Office of Technology Transfer will ultimately benefit the development of the idea. Members of the Office staff may advise Inventors on the types of experiments the U.S. Patent Office might require for patentability or to strengthen an application. Searches may also be instituted to review other inventions in the field in order to avoid comparable development. Advice may be sought from others knowledgeable in the field and from patent attorneys. Early planning is crucial to both the development of inventions and to cost effective, commercially valuable technology.

The Office of Technology Transfer will be responsible for initiating patent searches and will act as a liaison to the Office of University Counsel on patent, copyright and licensing issues. The Office's oversight responsibilities help to ensure that all Inventors receive consistent service from patent attorneys and have a central resource for the coordination, handling, and retention of records related to their inventions. Patent files will be appropriately maintained by the Office with the assurance that all fees will be paid as required by the U.S. Government.

Inventors will receive evaluations of the marketability of their inventions as well as reports on subsequent marketing to companies and other interested parties. Information on inventions will be disseminated broadly to many companies. Meetings to discuss the marketability of inventions will be arranged by the Office of Technology Transfer, and the Inventor will be advised throughout the interaction with potential sponsors.

Once a company has decided to develop or commercialize an invention, the appropriate agreements will be drafted or reviewed, and then negotiated with the Inventor's input. Model agreements for interactions with commercial sponsors are included in the Appendices. Legal counsel will be consulted as required. The marketing agreement will be maintained by the Office of Technology Transfer which will be responsible for its administration.

The Office of Technology Transfer will maintain financial records of the expenses and income related to each invention.

The inventor will receive periodic financial reports on royalties paid to the University and distributed as described in Section VII above. The inventor has the right to examine the financial records of the Office of Technology Transfer related to his/her inventions and copyrights.

APPENDICES

APPENDIX A – DEFINITIONS

- Device-Like Software:* Computer software primarily intended and likely to result in the accomplishment of a task or in allowing the user to produce, manage, analyze, or manipulate a product such as data, text, a physical object, or more software.
- Disclosure:* Executed form reporting the existence of a new invention.
- Intellectual Property:* Patent applications, patents, copyrights, inventions, trade secrets relating to said inventions, know how, improvements, and discoveries.
- Invention:* Any new or useful process or discovery, art, or method, machine, manufacture, device-like computer software, or improvement thereof.
- Inventor(s):* The individual(s) responsible for conceiving and reducing to practice an idea which becomes an invention.
- Reduction to practice:* Occurs at the time when an inventor can prove the product or process was produced or applied successfully. As a matter of law, the time of the filing of the patent application is presumptively the time of reduction to practice unless the inventor can demonstrate an earlier date. Diligence in recording efforts and successes in reducing an invention to practice are vital in establishing the earliest possible date of invention.
- Research and Development:* Investigation of fundamental knowledge or its applications in any academic discipline germane to the university, and reduction of that knowledge to practice.
- Specific Field:* Area of research for which the inventor is supported by external or intramural funding or other institutional resources such as office or laboratory space, or has written investigational protocols on file at the University.
- Staff Member:* For purposes of this policy, a GEORGETOWN UNIVERSITY Faculty member or employee, and any student or fellow engaged, whether or not for compensation, in University

research work from which an invention or copyrightable work is developed.

Textual Software: Computer software primarily intended and likely to result in informing or educating the user or in improving his/her general capabilities

Work Made For Hire: Intellectual property produced in the performance of a grant or contract or as a part of an employee's assigned work responsibilities.

*APPENDIX B—GEORGETOWN UNIVERSITY INVENTION DISCLOSURE FORM

*APPENDIX C—MODEL CONFIDENTIAL DISCLOSURE AGREEMENT

*APPENDIX D—MODEL MATERIALS TRANSFER AGREEMENT

*APPENDIX E—MODEL EXCLUSIVE AND NON-EXCLUSIVE RESEARCH AND DEVELOPMENT LICENSING AGREEMENTS

**A copy of this document can be obtained from Research and Technology Development Services, 4000 Reservoir Road, NW Building D Suite 177*

CURRENT AS OF 12/97

XIV. FINANCIAL CONFLICTS OF INTEREST POLICY

A. PREAMBLE

Despite the increasing frequency and complexity of the relationships of the University and its faculty and staff with industry, government and other entities, these relationships are governed by one basic principle—the *faculty and staff of Georgetown University recognize that their primary professional responsibility is to Georgetown University. To fulfill that responsibility they must be alert to the possibility that outside obligations, financial interests or employment relationships run the risk of compromising their objectivity as teachers, researchers, clinicians, and administrators.* Acceptance of a faculty appointment or employment with the University entails a commitment to give one's best efforts to this end and to assign first priority to the needs and goals of Georgetown.

At the same time, the unprecedented growth of academic research and other externally sponsored programs over the last several decades has generated significant opportunities for collaboration between faculty members and companies attempting

to convert program findings into commercially viable products. Accepting assistance and financial support from for-profit enterprises makes possible research and other programs on a scope unachievable without that support, and fosters the University's interest in serving society by making the benefits of its faculty members' research and expertise available to those who need it most. A faculty member must, however, be on guard that his or her objectivity is not threatened by obligations owed to the companies or organizations that sponsor University programs.

In addition, members of the Georgetown University community who are supported by public funds incur a special obligation to preserve the public trust. The Federal Government requires assurance that faculty members are aware of potential conflicts of interest arising from interrelationships with Federal agencies and commercial sponsors and of their obligation to notify appropriate University officials of all outside activities that may have conflict of interest implications. Likewise, University officers and others acting on behalf of Georgetown University have an obligation to avoid conflicts, or the appearance of conflicts, between their financial interests and the interests of the University in dealing with any organization or individual having, or seeking to have, any business relationship with the University.

To further these goals and in compliance with relevant Federal policies,¹⁷ Georgetown University has developed a policy for the identification and prevention of financial conflicts of interest. This Financial Conflicts of Interest Policy (the Policy) is designed to promote four fundamental objectives.

1. To identify conduct that might constitute a conflict of interest, and to provide reliable and workable processes for resolving potential conflicts of interest.
2. To ensure that relationships between faculty members and external sources of funding are structured in such a manner as to enhance the University's mission in the areas of teaching, research, and clinical care.
3. To ensure that the relationship between faculty members and external sources of funds promotes values and practices essential to the pursuit of knowledge, including free and open communication among colleagues, the widest dissemination of research results through presentation at professional meetings and publication in professional journals, the

¹⁷ For example, the policies of the U.S. Food and Drug Administration.

encouragement of collaborative research, and the promotion of cordiality and mutual respect among researchers and clinicians.

4. To ensure that any individual authorized to make decisions on behalf of the University does not inappropriately benefit personally, directly or indirectly, from an entity or person conducting business with the University.

The Policy is applicable to all employees of Georgetown University. It imposes initial disclosure requirements, however, only on (1) FACULTY¹⁸, interns, residents and fellows; and, (2) on STAFF who are responsible for (i) the procurement, exchange or sale of goods, services or other assets; (ii) the negotiation or formation of contracts or other commitments affecting the assets or interests of the University; (iii) the rendering of professional advice to the University; or (iv) managerial, supervisory or advisory functions related to the conduct of SPONSORED PROGRAMS.¹⁹

This Policy does not address a variety of other practical or ethical issues that may arise during the course of University employment, such as conflicts in time commitments, issues relating to ownership of intellectual property, misconduct in scientific research, and ethical issues, including those involving medical or scientific experimentation using human or animal subjects. Other University policies address these issues.

B. CONFLICT OF INTEREST GUIDELINES

Typically, a financial conflict of interest may arise when a person has the opportunity to influence the University's business, administrative, academic, or other decisions in ways that could lead to personal gain or advantage of any kind. A conflict of interest may also exist when a person has a CONSULTING RELATIONSHIP with a BUSINESS from which he or she receives SPONSORED PROGRAM support, or in which he or she has any other SIGNIFICANT FINANCIAL INTEREST.

While it is difficult to specify precisely what constitutes an objectionable conflict in all situations, the guidelines set forth below establish general standards by which individuals must evaluate their behavior. The guidelines are divided into three categories: conduct presumptively prohibited; conduct permitted only after review and approval; and conduct merely requiring disclosure.

¹⁸ From this point forward terms that are defined in Appendix A are shown in uppercase letters.

¹⁹ See Section III for a full explanation of the disclosure requirements.

1. CONDUCT PRESUMPTIVELY PROHIBITED

This section of the guidelines describes conduct which is “presumptively prohibited”. Presumptively prohibited conduct is presumed to present a *prima facie* conflict of interest and may not ordinarily be engaged in by any person covered under this Policy. The Policy recognizes, however, that under unusual circumstances, a faculty member or employee may be permitted to engage in presumptively prohibited conduct if he or she presents clear and persuasive evidence that the conduct proposed would not be in conflict with established University policies. In such cases, a faculty member or employee may present his or her case for review under Section D of the Policy.

a. SIGNIFICANT FINANCIAL INTEREST IN A BUSINESS

If a person, a member of his or her FAMILY, or an ASSOCIATED ENTITY possesses some form of SIGNIFICANT FINANCIAL INTEREST in a BUSINESS, then the person may not

1. receive SPONSORED PROGRAM support from the BUSINESS; or
2. assign students, postgraduate students, fellows or other trainees to projects supported wholly or partially by SPONSORED PROGRAM funding from the BUSINESS.

b. PARTICIPATION IN UNIVERSITY DECISIONS

A person may not normally participate in any University decision that has any effect on a BUSINESS in which the person, a member of the person’s FAMILY, or an ASSOCIATED ENTITY has a SIGNIFICANT FINANCIAL INTEREST or a CONSULTING RELATIONSHIP, or with which the person is negotiating or has any arrangement concerning prospective employment. Under such circumstances, a person shall recuse himself or herself from any such decision.

c. GRATUITIES, GIFTS AND FAVORS

A person may not solicit or accept gratuities, gifts, favors or anything of monetary value, in excess of \$100 per year per source, from a BUSINESS from which the person receives SPONSORED PROGRAM support or with which the University has a substantial contractual relationship known to the person. In addition, a person

participating in the selection, award or administration of agreements using Federal funds may not solicit or accept gratuities, gifts, favors or anything of monetary value from grantees/contractors or potential grantees/contractors, regardless of value. Receipt of any gifts permitted under this paragraph must also comport with applicable University policies on receipt of gifts. Nothing in this paragraph shall preclude a person from soliciting or accepting gifts, donations, or bequests of any kind or in any amount on behalf of the University.

2. CONDUCT PERMITTED ONLY AFTER REVIEW AND APPROVAL

This section of the guidelines describes conduct a person may engage in only after review and approval in accordance with Section D of the Policy.

a. SIGNIFICANT FINANCIAL INTEREST IN A BUSINESS

If a person, a members of his or her FAMILY, or an ASSOCIATED ENTITY possesses a SIGNIFICANT FINANCIAL INTEREST in a BUSINESS, then unless he or she first discloses the SIGNIFICANT FINANCIAL INTEREST and receives approval in accordance with Section D of the Policy, the person may not

1. engage in research on projects that although not sponsored by the BUSINESS, involve TECHNOLOGY owned by or contractually obligated (for example, through a license) to such a BUSINESS;
2. assign students, post-graduate students, fellows or other trainees to projects listed in (a) above; or,
3. make clinical referrals to such a BUSINESS

b. CONSULTING RELATIONSHIPS

A person may not enter into a consulting arrangement with a BUSINESS from which he or she receives SPONSORED PROGRAM support or with which the University has a substantial contractual relationship known to that person, where the CONSULTING RELATIONSHIP provides him or her annually with \$10,000 or more in compensation of any kind, unless the person first discloses the facts and receives approval in accordance with Section D of the Policy. In addition, a person who enters into such a CONSULTING RELATIONSHIP may not assign students, fellows or other trainees to projects supported through SPON-

SORED PROGRAM funds from the BUSINESS engaging him or her for consulting without first receiving specific approval, in accordance with Section D of the Policy, to make such assignments.

c. SERVICE AS AN OFFICER OR EXECUTIVE WITH A NON-UNIVERSITY ENTITY

A person may not assume an uncompensated EXECUTIVE POSITION in, or serve without compensation on the advisory board of, a BUSINESS (not including a government agency, nonprofit organization, or an accredited educational institution) from which the person receives SPONSORED PROGRAM support unless the person first discloses the facts and receives approval in accordance with Section D of the Policy.

d. USE OF THE UNIVERSITY'S NAME

A person who has a SIGNIFICANT FINANCIAL INTEREST in a BUSINESS, enters into a CONSULTING RELATIONSHIP with a BUSINESS, or is affiliated with or performs services for a BUSINESS, may not authorize that BUSINESS to use the University's name, symbols, or logo to imply endorsement of the BUSINESS by the University, or to give undue prominence to the fact that the person is associated with the University, unless the person first discloses the facts and receives approval in accordance with Section D of the Policy. In addition, the person must comply with any other applicable University requirements.

e. USE OF UNIVERSITY FACILITIES

A person may not enter into an agreement with a BUSINESS involving the use of facilities or resources belonging to or utilized by the University, including the person's office or laboratory, unless the person first discloses the facts and receives approval in accordance with Section D of the Policy. This procedure supplements and does not supersede space allocation procedures utilized by the University and its campuses.

f. GOVERNMENT FUNDED ACTIVITIES

If a person, a member of his or her FAMILY, or an ASSOCIATED ENTITY has a SIGNIFICANT FINANCIAL INTEREST in or a CONSULTING RELATIONSHIP with a BUSINESS, he or she may not

1. participate in government funded research, educational or clinical care activities that would reasonably appear to be directly and significantly affected by such BUSINESS interest or CONSULTING RELATIONSHIP; or
2. participate by testifying, making recommendations, or voting, in any internal or external decision-making process involving the award or distribution of government funds where the testimony, recommendation or vote would reasonably appear to be directly and significantly influenced by such BUSINESS interest or CONSULTING RELATIONSHIP

unless the person first discloses the facts and receives approval in accordance with Section D of the Policy.

3. CONDUCT REQUIRING DISCLOSURE

This section of the guidelines describes conduct which, while not presumptively prohibited or subject to prior approval of an institutional official, must be disclosed in accordance with Section C of the Policy.

a. SERVICE AS AN OFFICER IN A NON-UNIVERSITY ENTITY

If a person assumes an uncompensated EXECUTIVE POSITION in, or serves without compensation on any advisory board of, a BUSINESS (not including a government agency, nonprofit organization, or an accredited educational institution) with which the University has a substantial contractual relationship known to the person, then the person must disclose the facts in accordance with Section C of the Policy.

b. PUBLICATIONS OR PRESENTATIONS

If a person, a member of his or her FAMILY, or an ASSOCIATE ENTITY possess a SIGNIFICANT FINANCIAL INTEREST in a BUSINESS, or has entered into a CONSULTING RELATIONSHIP with a BUSINESS, he or she may not publish or give public oral presentation on the results of research sponsored by such a BUSINESS, or of research on TECHNOLOGY owned by or contractually obligated to such a BUSINESS, without first disclaiming in the publication or presentation any endorsement by the University. The person must also disclose the SIGNIFICANT FINANCIAL INTEREST and the CONSULTING RELATIONSHIP to the potential PUB-

LISHER or sponsor of the public presentation, regardless of whether the PUBLISHER requires such a disclosure.

c. CONSULTING RELATIONSHIPS

If a person enters into a CONSULTING RELATIONSHIP with a BUSINESS where the CONSULTING RELATIONSHIP provides him or her annually with \$10,000 or more in compensation of any kind and the CONSULTING RELATIONSHIP is in the field of the person's professional responsibility at the University, he or she must disclose the facts in accordance with Section C of the Policy, regardless of whether or not the person receives SPONSORED PROGRAM support from the BUSINESS or has a SIGNIFICANT FINANCIAL INTEREST in the BUSINESS. This paragraph does not supersede other requirements detailed in the Faculty Handbook.

C. INITIAL AND ANNUAL DISCLOSURE REQUIREMENTS

1. INITIAL DISCLOSURE

The implementation date for this Policy is July 1, 1995. All (1) FACULTY, interns, residents, and fellows; and (2) STAFF who are responsible for (i) the procurement, exchange, or sale of goods, services, or other assets; (ii) the negotiation or formation of contracts or other commitments affecting the assets or interests of the University; (iii) the rendering of professional advice to the University; or (iv) managerial, supervisory, or advisory functions related to the conduct of SPONSORED PROGRAMS shall be required to complete and submit a disclosure form. All University employees within those same categories hired thereafter shall also be required to complete a disclosure form at the time of employment. Within the restrictions imposed by this paragraph, the relevant Executive Vice President, Vice President, or Director may elect to phase in the implementation of this policy; however, any person who is responsible for the design, conduct or reporting of research or educational activities funded, or proposed for funding, by an external sponsor as well as any person involved in the managerial, supervisory or advisory functions related to the conduct of SPONSORED PROGRAMS must comply with the July 1, 1995 deadline. Filing of an initial disclosure form with the appropriate University official by other members of the University community described in this section must be completed by July 1, 1996.

The disclosure forms will require these individuals to reveal any activities or relationships described in Section B of the Policy. Disclosure forms will be considered strictly confidential, and the appropriate Office of the Executive Vice President, Vice President, or Director, as the case may be under Section D.1 of the Policy, will establish procedures for maintaining and preserving confidentiality. Completed disclosure forms will be forwarded to the appropriate individual designated under Section D.1 of the Policy.

2. ANNUAL DISCLOSURE

All FACULTY and STAFF identified in C.1 who are involved in the design, conduct, or reporting of a research project or proposed research project funded by an external source will be required to submit a disclosure form on an annual basis during the pendency of an award. In addition, all FACULTY and STAFF whose initial disclosure reveals a real or apparent conflict of interest will be required to submit a disclosure form on an annual basis until relieved of that obligation by the individual designated under Section D.1 of the Policy. All FACULTY and STAFF members identified in Section C.1 of the Policy are required to submit a revised form if changes arise which the person believes may give rise to a conflict of interest. With the approval of the University Conflict of Interest Committee (See Section D.2 of the Policy), each campus or University Services area of the University will develop a procedure to notify FACULTY and STAFF of this obligation on an annual basis.

3. DISCLOSURE FORM

Annual disclosures shall be made on a form or in a format approved by the University Conflict of Interest Committee. If campuses or University Services areas of the University have existing annual reporting mechanisms, the Executive Vice President of the campus, or the Vice President or Director responsible for the University Services area, may request that the Committee approve the mechanism for the purposes of the reporting required under this Policy.

a. DISCLOSURE OF OWNERSHIP INTEREST OR EXECUTIVE POSITION

When the disclosure required is a disclosure of an ownership interest or of an EXECUTIVE POSITION, the

disclosure must contain the following information, when applicable:

1. the name and address of the BUSINESS and a general description of the BUSINESS;
 2. a statement of the fair market value of the investment or interest held described in broad categories similar to that on Federal disclosure forms (for instance, the investment is worth more than \$10,000 but less than \$100,000; is worth more than \$100,000 but less than \$250,000; is worth more than \$250,000; all values given shall be the aggregate for all holdings of the person and the person's FAMILY);
 3. the position held in the BUSINESS by the person.
- b. DISCLOSURE OF INCOME, FEES, LOANS OR OTHER SIGNIFICANT FINANCIAL INTEREST

When the disclosure required to be given is of income, fees, loans or other sums, the disclosure shall include the following information, when applicable:

1. the name and address of the BUSINESS and a general description of the BUSINESS activity;
2. a statement of the aggregate annual amount of income/compensation received from the BUSINESS described in broad categories similar to that on Federal disclosure forms (for instance, income/compensation is more than \$10,000 but less than \$100,000; is more than \$100,000 but less than \$250,000; is more than \$250,000; all values given shall be the aggregate for the person and the person's FAMILY);
3. in the case of a loan, the annual interest rate, the security, the terms for repayment and the names of any guarantors.

D. IMPLEMENTATION OF THE CONFLICT OF INTEREST POLICY

1. INITIAL CAMPUS REVIEW

- a. As detailed in Section D.1.b below, each campus and each University Services area shall appoint an individual who shall oversee the implementation of the Policy and who shall be responsible for:
 1. reviewing the disclosure forms required by Section C of the Policy;

2. determining if conduct governed by Section B.1 and B.2 of the Policy will be permitted, and if so, under what, if any, restrictions or limitations (e.g. public disclosure of SIGNIFICANT FINANCIAL INTERESTS, monitoring of research by independent reviewers, modification of the research plan, divestiture of SIGNIFICANT FINANCIAL INTERESTS, etc.);
3. determining whether alleged noncompliance or breach of the Policy has occurred;
4. transmitting appeals of his or her determinations under (b) above to the appropriate individual referenced in Section D.2.c.1 of the Policy;
5. transmitting his or her determinations under (c) above, and any appeal of such determinations, to the University Conflict of Interest Committee for action in accordance with Section D.2.c.2 of the Policy.

All determinations made under (b) and (c) above shall be provided to the affected party in the form of a written statement setting forth the basis for the decision.

- b. In the case of the Main Campus, the Medical Center and the Law Center, the Executive Vice President for the respective campus shall appoint the individual referenced in D.1.a above. In the case of the University Services areas, the Vice President or Director of the relevant administrative area shall appoint the individual referenced in D.1.a above. In any matters in which the appointed individual wishes to engage in conduct covered by Section B.1 or Section B.2 of the Policy, or is alleged to have breached or failed to comply with the Policy, the individual who made the appointment shall perform the functions referenced in D.1.a above with regard to the appointed individual. In the application of this Policy to those individuals who hold Cabinet rank, the Secretary of the University, who holds an appointment from the University Board of Directors, shall serve as the individual referenced in D.1.a above.

2. THE UNIVERSITY CONFLICT OF INTEREST COMMITTEE

a. COMPOSITION

The University Conflict of Interest Committee (the Committee) shall consist of seven (7) principal members, three (3) appointed from the ranks of the full-time FACULTY, three (3) appointed from the ranks of campus non-FACULTY employees, and one (1) appointed by the Vice President and Treasurer, as detailed below.

- The Faculty Senate shall select or elect the three (3) FACULTY members, one (1) from the Main Campus, one (1) from the Medical Center, and one (1) from the Law Center.
- The Executive Vice Presidents of the three campuses shall each appoint one (1) non-FACULTY member from their respective campuses.
- The Vice President and Treasurer shall appoint one (1) individual from a University Services area.
- The following personnel or their designees (designees must be appointed for a full term) shall also serve on the Committee as ex officio non-voting members of the Committee in the prescribed circumstances:
 - the director of the sponsored programs office of the campus from which the issue originates when the matter at issue involves SPONSORED PROGRAM support;
 - the Director of the Office of Technology Transfer when the matter at issue involved the transfer of intellectual property;
 - the Medical Center Director of the Faculty Practice Plan when the matter at issue involved faculty practice activities;
 - the individual appointed under Section D.1 above who made the determination that has been appealed to the Committee.

Seven (7) alternate Committee members, to serve when principal members are unavailable in adequate number, shall also be appointed with the Faculty Senate selecting or electing one (1) FACULTY member from each of the three campuses, the Executive Vice Presidents

appointing one (1) non-FACULTY member from their respective campuses and the Vice President and Treasurer selecting one (1) individual from a University Services area.

The normal terms of service for members, whether principal or alternate, elected or appointed, is three years and such members, with the exception of the ex officio members, are not eligible to serve more than two terms consecutively. Terms commence on July 1 and expire on June 30, but a member may continue to participate in any case pending on the date his or her term expires. The University President shall appoint from the members of the Committee a Chair and Vice Chair to serve three years each.

b. DUTIES OF THE COMMITTEE

The Committee shall:

1. set policies for conflict of interest consistent with this document whether or not in response to future regulatory matters;
2. conduct annual reviews of all prior decisions to allow conduct covered by Section B.1 and Section B.2;
3. establish specific requirements for the disclosure forms described in Section C of the Policy;
4. develop and publish procedures supplemental to those set forth in the Policy for implementing the disclosure and approval process; and
5. make final determinations in matters appealed to the Committee in accordance with Section D.2.c.1 or Section D.2.c.2 of the Policy.

c. COMMITTEE CASE DISPOSITION

Committee decisions regarding compliance with this Policy fall under two separate headings. Class I covers cases in which a person appeals a decision by the individual designated under Section D.1 of the Policy to disallow or restrict conduct covered by Section B.1 or B.2 of the Policy where such a decision has in turn been upheld by the relevant official described in Section D.2.c.1 below. Class II covers cases in which an allegation has been made that a person has violated the Policy

and may therefore be subject to disciplinary measures. Decisions in Class I cases are not subject to FACULTY or other relevant grievance code procedures, but proposed or actual administrative actions pursuant to Class II decisions are subject to such procedures. All decisions of the Committee shall be in the form of a written statement setting forth the basis for the decision and shall be by majority vote of those voting, with a majority of the Committee constituting a quorum. Persons who are the subject of cases shall have the right to ask the chair of the Committee to replace any member for actual or apparent bias.

1. CLASS I CASES

Decisions of the individual designated under Section D.1 above to bar or restrict conduct covered by Section B.1 or B.2 of the Policy shall be reviewed by the Executive Vice President of that person's campus, by the Vice President or Director of the University Services area for University Services personnel, or in the case of an Executive Vice President, the Vice President or Director of a University Services area, or any individual who holds Cabinet rank, by a University official with a rank of at least vice president designated by the University President. Decisions by these individuals to allow such conduct shall be final. Decisions by these individuals to bar such conduct may be appealed to the Committee. All decisions by these individuals shall be provided to the affected party and shall be in the form of a written statement setting forth the basis for the decision.

The Committee will decide appeals in accordance with this Policy and with the policies established from time to time by the Committee. The Committee shall endeavor to develop a consistent body of decisions that can guide the Committee in future deliberations on similar cases. All decisions of the Committee shall be provided to the affected party and shall be in the form of a written statement setting forth the basis for the decision. Decisions of the Committee shall be transmitted by the Committee to the University President and shall be final unless overruled within thirty (30) days by the

President. Any decision by the President to overrule a decision of the Committee shall be in the form of a written statement setting forth the basis for the President's action.

Except as provided in the Policy all information generated or used in the proceedings of the Committee shall be held in strictest confidence.²⁰ The complete file of the proceedings shall be preserved on a confidential basis in the Office of the Secretary of the University. At the discretion of the Committee, decisions rendered in previous cases shall be available to persons who demonstrate a specific need, such as a need to prepare a case before the Executive Vice President or the Committee, or a need for guidance in determining whether or not to undertake or approve a proposed activity. The Committee shall redact all identifying characteristics when releasing previous decisions.

2. CLASS II CASES

Where a determination that an alleged infraction of the Policy has in fact occurred is referred to the Committee for action, or that determination is appealed to the Committee, the Committee shall review the matter and make its own determination. The initial referral by the individual designated under Section D.1 of the Policy will be promptly reported by the Committee to the person who has allegedly committed the infraction. The Committee shall receive any written or oral submission that the person may wish to provide within a reasonable time set by the Committee for such submissions, and he or she shall have the right to know the evidence against him or her on which the allegation of an infraction is based. If the Committee upholds the determination that an infraction has occurred, the Committee will make recommendations to the referring official with regard to further action. Such further action may include oral admonishment, written reprimand, reassignment, demotion, suspension with or without pay, or separation. The recommendation made by the Committee to the individual designated under Section D.1 of the Policy shall be in writing and a copy

²⁰ Subject to access under relevant government regulations.

shall be provided to the affected person. Actions taken subsequently by any campus official on the basis of the Committee's recommendation shall be subject to review under any relevant provision of an established University grievance procedure.

E. WAIVER

The President may waive some or all of the requirements of the Policy if enforcement would likely result in a breach of a contractual commitment entered into before the effective date of the Policy.

APPENDIX A—DEFINITIONS

1. An **“ASSOCIATED ENTITY”** means any BUSINESS in which a person, alone or together with one or more members of the person's FAMILY, holds any interest in income or assets.
2. **“BUSINESS”** means any corporation, firm or other legal entity organized for profit or charitable purposes, excluding Georgetown University.
3. For the purposes of this Policy only, **“University Services”** means any component of the University not under the administrative jurisdiction of one of the three campus Executive Vice Presidents. Authority granted in the Policy to the Director of a University Services area is not in addition to that of a relevant Vice President, but rather shall only exist when the University Services area does not report to a Vice President.
4. **“CONSULTING RELATIONSHIP”** means any arrangement by which a person provides services for compensation of \$10,000 or more in any given year as an independent contractor or employee to any entity other than Georgetown University. For the purposes of this Policy it also means publication agreements for which an individual receives compensation in excess of \$10,000.
5. An **“EXECUTIVE POSITION”** means a position as director, officer, partner, trustee or other position of management in a BUSINESS.
6. The term **“FACULTY”** as used in the Policy includes all full-time faculty members, part-time faculty members, and visiting faculty members. Although the term does not include volunteer clinical faculty members, a department chairperson may, under appropriate circumstances and with notice to the person affected, designate a volunteer clinical faculty member in his or her department as “faculty” for the purposes of the Policy. In addition, the Executive Vice President for each of the three campuses may at his or her discretion in writing exempt as a class part-time and/or visiting faculty from this definition and from all or a portion of the

Policy, provided exempted individuals are not engaged in research funded by the Federal government.

7. The **“FAMILY”** of a person included that person’s spouse and dependent children.
8. **“PUBLISHER”** refers to the publisher of a book, journal, or other scholarly work in which a **FACULTY** member publishes the results of activities conducted at Georgetown University, using Georgetown University resources, or under Georgetown University’s auspices; the sponsor of a seminar, conference or academic gathering at which such research is discussed; and the editorial staff of any publication in which the results of such research appear. “Publishing” includes what is ordinarily considered as publishing in any written or electronic medium, as well as speeches, public communications and other formal presentations.
9. A **“SIGNIFICANT FINANCIAL INTEREST”** means any of the following when possessed by a person or in aggregate by more than one member of his or her **FAMILY**:
 - a. a financial interest in a **BUSINESS**, such as ownership of stock, stock options or warrants, if the annual dividend income derived from such ownership is more than \$10,000, or if the ownership interest represents more than 5% of the voting power of all ownership interests in that **BUSINESS**. This definition does not include any interest owned solely by reason of investment in such **BUSINESS** by a mutual fund, pension fund, or other institutional investment fund over which the person or **FAMILY** member exercises no control;
 - b. the right to receive income from a **BUSINESS** in an annual amount of more than \$10,000 when that right takes the form of an entitlement or expectation to receive a salary, fee, royalty or any other form of compensation, other than a dividend or capital gain, including the value of goods and services, unless otherwise permitted by this Policy. This does not include a **CONSULTING RELATIONSHIP**, which is separately defined above.
 - c. a loan from, or other indebtedness to, a **BUSINESS**, regardless of amount.
10. The term **“SPONSORED PROGRAM”** as used in the Policy is a research or other activity supported or paid for in whole or in part, directly or indirectly, from external sources. “Sponsored program support” means the funds or other things of value given to enable a sponsored program to be performed.
 - a. An external source can include a government department or agency (foreign, federal, state, or local); a not-for-profit foundation, corporation or organization; a for-profit corporation or **BUSINESS** entity;

and any natural person who supports research through the donation or commitment of funds other than University funds.

- b. Programs or research qualify as sponsored programs even if the sponsored program support comes from University funds. Programs or research also qualify if the sponsored program support comes from a University-administered fund and the research and investigators are selected by University personnel, so long as the sponsored program support comes from an extramural source and the extramural source is aware that some or all of its funding has been placed in a University-administered research fund.
11. The term “**STAFF**” as used in the Policy includes all those University employees who are not “**FACULTY**” as defined above, including non-teaching academic staff.
 12. The term “**TECHNOLOGY**” is used inclusively in this Policy to mean any instrument, machine, device, process, software, compound, drug, or diagnostic, medical or surgical procedure.

XV. UNIVERSITY CODE OF PROCEDURE FOR ALLEGED MISCONDUCT IN RESEARCH (1990)

A. APPLICABILITY

This code applies to any person holding a University appointment or otherwise employed by the University who is alleged to have engaged in misconduct in research, including sponsored research²¹. This code applies to all campuses and subdivisions of Georgetown University.

B. DEFINITION OF MISCONDUCT IN RESEARCH

“Misconduct in research” means (1) fabrication, falsification, plagiarism, or other serious deviation from accepted practices in proposing, carrying out, or reporting results from research, or (2) failure to meet material legal or University requirements governing research. This definition does not include honest error or honest differences in interpretations or judgments of data.

C. INITIATION OF AN INQUIRY

Allegations of misconduct in research as defined above should be submitted in writing, signed by the complainant, to the Chairperson of the Research Integrity Committee (described in Paragraph E), or to any other member of that Committee, who

²¹ Coverage does not extend to Georgetown University students engaged in research. Such students are subject to procedures regarding misconduct declared in the relevant University Bulletins.

shall immediately transmit the allegation to the Chairperson (or Vice Chairperson when the Chair is unavailable).

Upon receipt of the allegation the Chairperson (or Vice Chairperson as circumstance may demand) shall promptly supply a copy of the charge to the Executive Vice president under whose campus jurisdiction the person subject to the allegations (the respondent) conducted the questioned activity. Within ten days of receiving the allegation the Chairperson shall inform the respondent of the allegations, with particulars, although the identity of the complainant need not necessarily be disclosed. Within three working days of receiving the allegation, the Chairperson will appoint a subcommittee of three members (one as chair) of the Research Integrity Committee to conduct a preliminary inquiry into the matter, examining whether the allegation substantively alleges misconduct in research as defined above, and whether it merits investigation. In creating the subcommittee the Chairperson shall attempt to avoid any appointment that may involve a conflict of interest or the appearance of a conflict of interest. At least one member of the subcommittee shall come from a campus other than the campus where the respondent's work has been carried out. The respondent shall be notified of the membership of the subcommittee. The complainant shall be available to the subcommittee from the inception of its operation.

During this inquiry stage, the subcommittee may consult with persons other than the complainant and respondent, as the subcommittee deems appropriate, including experts from outside the University. The subcommittee may require the respondent, the complainant and any material witness to furnish the original copies of relevant records under the control of these persons, respectively (a copy of these originals will be provided at committee expense, upon the request of any such person). In all proceedings in which he or she appears before the subcommittee the respondent may be advised by counsel or other advisor. The subcommittee shall accept evidence or representations as may from time to time be submitted by respondent during the subcommittee's inquiry.

If anonymity is requested by a complainant who submits a signed complaint, the request is to be honored insofar as possible. Unsigned allegations will be subject to the most careful scrutiny for particularity of detail and other qualities bearing on credibility. The University recognizes that considerations of personal and professional risk sometimes justify the submission of unsigned allegations, but strongly discourages the practice.

If the circumstances appear exigent at the time the Chairperson notifies the relevant Executive Vice President or at any time thereafter, that Executive Vice President may take all appropriate steps to assure the safekeeping of original copies of relevant research data, and may suspend the respondent, with pay, from further work on the matters to which the referred allegations relate. If the allegations involve potential harm to human or animal subjects, in violation of National Institutes of Health guidelines, the Executive Vice President at any time may suspend the protocol, transfer supervisory authority to another person on an interim basis, and/or take reasonable steps to postpone publication of data as to which question has been raised until such time as proceedings before the Research Integrity Committee have been terminated.²²

Within 30 days of the time the subcommittee is appointed, the subcommittee shall report back to the Chairperson with a recommendation either (1) that the matter be terminated on the grounds that no violation within the purview of this Code has been committed, or (2) that the full Committee investigate the matter further.²³ The 30 days may be extended by the Research Integrity Committee Chairperson at the request of the subcommittee or the respondent for good cause, but may not be extended beyond 60 days unless the record of the inquiry contains documentation of the reasons for any such extension. Either recommendation is to be immediately forwarded to the relevant Executive Vice President. If the recommendation is to investigate further, the Chairperson will promptly (and in any event not later than 30 days following receipt of the report) commence full Committee proceedings under paragraph D, and the Executive Vice President, as federal rules may require²⁴, shall notify any agency sponsoring the research in question that a full Committee investigation has been initiated.

²² In NIH-reviewable matters, the University will immediately report to NIH, at any stage of the proceeding, if the University obtains information reasonably indicating criminal activity.

²³ Where the allegations are subject to NIH review, either decision must be in writing, must state what evidence was reviewed, and must summarize relevant interviews and testimony. The respondent must be given a copy of the decision, and allowed to comment in writing. Any such comments are to be included in the record of the subcommittee's work.

²⁴ The University will comply with all federal requirements regarding reporting, timetables and any extensions thereof, and other matters affecting the treatment of alleged misconduct in scientific research, as such requirements are published in the National Institutes of Health Guide for Grants and Contracts (see 42 CFR part 50, Subpart A) and elsewhere. (This Code's references to such requirements are not exhaustive.)

D. REFERRAL TO RESEARCH INTEGRITY COMMITTEE; PROCEDURES

Where a matter is referred to the full Research Integrity Committee for investigation, the Chairperson will provide the respondent with a written statement of the allegations, and a summary of the evidence. The Committee's membership may be supplemented as appropriate by interim appointments by the Chairperson, described in Paragraph E. The Committee may conduct such inquiry and hold such hearings as it deems necessary, including seeking the views of experts from outside the University. The Committee can examine all data relevant to the integrity of the respondent's research conduct²⁵. The Committee is authorized to request that the relevant Executive Vice President take steps, if not previously taken, to protect the original copies of any research data that may have bearing on the merits of the allegations against the respondent. The Committee may require the respondent to furnish the original copies of relevant records under respondent's control.

In all proceedings in which he appears before the Committee, the respondent may be assisted by counsel. The respondent shall have the right to present witnesses or evidence in other form to the Committee whether in a hearing or otherwise. In any hearing the respondent may, personally or through counsel, conduct cross-examination of any witnesses against him. Formal rules of evidence used in judicial proceedings are not applicable, but respondent or his counsel remain free to argue as to the weight to be accorded any evidence received. In any event, all evidence received by the Committee is to be disclosed to the respondent.²⁶

Unless there are extenuating circumstances requiring a longer process, the Research Integrity Committee will make and report its findings with supporting evidence to the relevant Executive Vice President in writing in no more than 90 calendar days from the date of referral, unless the Chairperson extends the time upon the reasonable request of the respondent, or for other good cause.

²⁵ In NIH-reviewable matters, under the NIH guideline, the investigation "normally will include examination of all documentation relevant to the allegations, including but not necessarily 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 may have information regarding key aspects of the allegations."

²⁶ In NIH-reviewable matters, the Committee shall produce written summaries of statements made by all persons interviewed, shall provide such summaries to the person interviewed for that person's comment or revision, and shall include the summaries in the Committee file. The Committee may choose to implement this requirement by having interviews (including testimony at hearings) recorded verbatim, on a case by case basis, as prudence may suggest.

FINDINGS. The Committee may make findings under the following headings: (A) a finding of willful misconduct; (B) a finding that no willful misconduct was committed, but that serious error has occurred; or (C) a finding that no misconduct or serious error was committed.

If the finding is under (C) above, the case will be terminated. Where a case is terminated, nothing of it may appear in the personnel record of the respondent or the complainant. Any previously imposed suspension will be promptly lifted.

If the finding is under (A) or (B) above, or if the respondent concedes the merit of the allegations at any time during these proceedings, the Committee shall make a recommendation as to the sanction of sanctions to be imposed. These sanctions include, in ascending order of severity:

- (1) letter of reprimand
- (2) special monitoring of future work
- (3) probation
- (4) removal from a particular project
- (5) termination of employment

Upon receipt of a Committee finding and the Committee's file on the case the Committee Chairperson will immediately transmit a copy of the finding to the respondent and to the complainant, if known.²⁷

TRANSMITTAL TO EXECUTIVE VICE PRESIDENT. When full Committee review has concluded, the Committee Chairperson shall immediately transmit the Committee finding, and the full Committee report, and the file, to the appropriate Executive Vice President. The Executive Vice President may then impose sanctions but not before providing the respondent with notice of what he proposes to do, and with a reasonable opportunity to request and argue for lesser or no sanction, but in no event may the sanction imposed be more severe than that recommended by the full Committee. In any case the Executive Vice President is free to remand a matter for clarification or further findings.

Sanctions recommended by the Committee and imposed under this Code are not grievable matters under the University Grievance Code. However, a failure to fully comply with procedures required by this Code is grievable.

²⁷ In NIH-reviewable matters, the respondent and complainant have the right to comment on these findings. Any such comments are to be included in the Committee file.

CONFIDENTIALITY. Except as provided by this Code, the proceedings of the subcommittee and the full Committee, and all information generated therein, shall be held in strictest confidence.²⁸ Moreover, throughout the proceedings covered by this Code, the reputations of the complainant and the respondent shall be protected.

Under the conclusion of proceedings under this Code the result in a finding adverse to the respondent, the University will inform any agency sponsoring the research in question, research collaborators and other parties affected by the misconduct, and where relevant, journal editors. The complete file on the proceedings shall be preserved on a confidential basis in the Office of the Secretary of the University.

E. RESEARCH INTEGRITY COMMITTEE

The Research Integrity Committee shall be composed of twelve members, the Chairperson to be appointed by the President of the University. Of the other members of the Committee three shall be appointed by the Executive Vice President of the Medical Center from that campus; three shall be appointed by the University Provost from Main Campus faculty, at least two of whom shall be in the field of natural sciences; two shall be appointed by the Executive Vice President for Law Center Affairs, and three shall be appointed by the Faculty Senate, at least two of whom shall be in the field of natural sciences. Members shall serve a term of three years, and may be reappointed. However, for the first appointments under this Code, the appointing authorities shall designate their first appointees as having respectively an initial one, two, or where applicable, three year term, renewable. Any member of the Committee whose appointment expires before the case terminates is authorized to continue service until the case is terminated. As need arises (e.g., a concern with potential conflict of interest), substitute members of the Committee may be appointed to serve in that case on an ad hoc basis by the Committee Chairperson, to maintain Committee membership at twelve.

The members of the Research Integrity Committee shall elect from their ranks a Vice Chairperson from a campus other than that from which the Chairperson comes. In the absence of the Chairperson, or Vice Chairperson, their designee(s) may act on any matter.

²⁸ Subject to NIH access under the relevant federal regulations.

XVI. GEORGETOWN UNIVERSITY COMPUTER SYSTEMS ACCEPTABLE USE POLICY

This policy is designed to guide students, faculty, and staff in the acceptable use of computer and information systems and networks provided by Georgetown University. More importantly, it is meant as an application of the principles of respect and reverence for every person that are at the core of Georgetown's Catholic, Jesuit identity.

GUIDING PRINCIPLES

The Georgetown University community is encouraged to make innovative and creative use of information technologies in support of education and research. Access to information representing a multitude of views on current and historical issues should be allowed for the interest, information and enlightenment of the Georgetown University community. Consistent with other University policies, this policy is intended to respect the rights and obligations of academic freedom. The University recognizes that the purpose of copyright is to protect the rights of the creators of intellectual property and to prevent the unauthorized use or sale of works available in the private sector. Also consistent with other University policies, an individual's right of access to computer materials should not be denied or abridged because of race, creed, color, age, national origin, gender, sexual orientation, or disability.

The University cannot protect individuals against the existence or receipt of material that may be offensive to them. As such, those who make use of electronic communications are warned that they may come across or be recipients of material they find offensive. Those who use e-mail and/or make information about themselves available on the Internet should be forewarned that the University cannot protect them from invasions of privacy and other possible dangers that could result from the individual's distribution of personal information.

Georgetown University computing and network resources are to be used only for University-related research, instruction, learning, enrichment, dissemination of scholarly information, and administrative activities. The computing and network facilities of the University are limited and should be used wisely and carefully with consideration for the needs of others. Computers and network systems offer powerful tools for communications among members of the community and of communities outside the University. When used appropriately, these tools can enhance dialog and communications. When used unlawfully or inappropriately, however, these tools can infringe on the beliefs or rights of others.

RESPONSIBILITIES

The following examples, though not covering every situation, specify some of the responsibilities that accompany computer use at Georgetown and/or on networks to which Georgetown is connected.

- A. Users may not attempt to modify the University system or network facilities or attempt to crash systems. They should not tamper with any software protections or restrictions placed on computer applications or files.
- B. Users may use only their own computer accounts. Users may not supply false or misleading data nor improperly obtain another's password in order to gain access to computers or network systems, data or information. The negligence or naivete of another user in revealing an account name or password is not considered authorized use. Convenience of file or printer sharing is not sufficient reason for sharing a computer account. Users should not attempt to subvert the restrictions associated with their computer accounts.
- C. Users are responsible for all use of their computer account(s). They should make appropriate use of the system and network-provided protection features and take precautions against others obtaining access to their computer resources. Individual password security is the responsibility of each user.
- D. Users may not encroach on others' use of computer resources. Such activities would include, but are not limited to, tying up computer resources for excessive game playing or other trivial applications; sending harassing messages; sending frivolous or excessive messages, including chain letters, junk mail, and other types of broadcast messages, either locally or over the Internet; using excessive amounts of storage; intentionally introducing any computer viruses, worms, Trojan Horses, or other rogue programs to Georgetown University hardware or software; physically damaging systems; or running grossly inefficient programs when efficient ones are available.
- E. Users are responsible for making use of software and electronic materials in accordance with copyright and licensing restrictions and applicable university policies. Georgetown University equipment and software may not be used to violate copyright or the terms of any license agreement. No one may inspect, modify, distribute, or copy proprietary data, directories, programs, files, disks or other software without proper authorization.
- F. Users must remember that information distributed through the University's computing and networking facilities is a form of publishing, and some of the same standards apply. For example, anything generated at GU that is available on the Internet represents GU and not just an individual. Even with disclaimers, the University is represented by its students, faculty and staff, and appropriate language, behavior and style is warranted.

ADMINISTRATION AND IMPLEMENTATION

The University encourages all members of its community to use electronic communications in a manner that is respectful to others. While respecting users' confidentiality and privacy, the University reserves the right to examine all computer files. The University takes this step to enforce its policies regarding harassment and the safety of individuals; to prevent the posting of proprietary software or electronic copies of electronic texts or images in disregard of copyright restrictions or contractual obligations; to safeguard the integrity of computers, networks, and data either at the University or elsewhere; and to protect the University against seriously damaging consequences. The University may restrict the use of its computers and network systems for electronic communications when faced with evidence of violation of University policies, or federal or local laws. The University reserves the right to limit access to its networks through University-owned or other computers, and to remove or limit access to material posted on University-owned computers.

All users are expected to conduct themselves consistent with these responsibilities and all other applicable University policies. Abuse of computing privileges will subject the user to disciplinary action, as established by the applicable operating policies and procedures of the University. Abuse of networks or computers at other sites through the use of Georgetown University resources will be treated as an abuse of computing privileges at the University. When appropriate, temporary restrictive actions will be taken by system or network administrators pending further disciplinary action; the loss of computing privileges may result.

The University and users recognize that all members of the University community are bound by federal and local laws relating to civil rights, harassment, copyright, security and other statutes relating to electronic media. It should be understood that this policy does not preclude enforcement under the laws and regulations of the United States of America or the District of Columbia.

XVII. SEXUAL HARASSMENT AND CONSENSUAL RELATIONS POLICY

POLICY STATEMENT ON SEXUAL HARASSMENT

This Policy on Sexual Harassment will be widely disseminated to members of the University community, and will be consistently enforced. The policy will be reexamined, updated as appropriate, and distributed regularly to all students, faculty, and staff.

For the purposes of this policy, sexual harassment is defined as any unwelcome sexual advance, request for sexual favors or other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment or academic advancement; or
- B. Submission to or rejection of such conduct is used as a basis for making an employment or academic decision affecting an individual; or
- C. Such conduct has the purpose or effect of interfering with an individual's work or educational performance, or of creating an intimidating, hostile, or offensive environment for work or learning.

Sexual harassment may involve the behavior of a person of either gender toward a person of the same or opposite gender when that behavior falls within the operative definition of sexual harassment.

Sexual harassment is especially serious when it occurs between teachers and students or supervisors and subordinates. In such situations, sexual harassment unfairly exploits the power inherent in a faculty member's or supervisor's position. Although sexual harassment often occurs when one person takes advantage of a position of authority over another, the University recognizes that sexual harassment may also occur between people of equivalent status. Regardless of the form it may take, the University will not tolerate conduct of a sexual nature that creates an unacceptable working or educational environment.

It is contrary to University policy for the University or any officer, administrator, dean, department chair, faculty member, or any other employee to base an adverse academic or employment-related action affecting a person on an unsubstantiated allegation or rumor of sexual harassment.

The University recognizes that supervisors bear an important responsibility to deter sexual harassment, to investigate any such allegation that is brought to their attention and if warranted, to consult with the Office of Affirmative Action Programs about the situation. In addition, the Supervisor must report the matter to a higher authority responsible for ensuring a prompt review and taking strong remedial action.

The "*Grievance Procedures to Investigate Allegations of Unlawful Discrimination*", administered by the Affirmative Action Office, is a confidential process that is available to any member of the University community, who wishes to file a complaint of sexual harassment. The process is administered by trained counselors in the Office of Affirmative Action Programs. Students, faculty members, or academic personnel who believe that they have been sexually harassed and wish either additional information or assistance in filing a complaint can contact Rosemary Kilkenny, Esq., Special Assistant to the President for Affirmative Action Programs. Staff employees seeking information or assistance can contact Sara A. Amiryar, Associate Director or Ogden Lacy, Associate Director. The Affirmative Action Programs Office is located at G-10 Darnall Hall. The telephone number is (202) 687-4798.

(REVISED 5/98)

POLICY ON CONSENSUAL SEXUAL RELATIONSHIPS²⁹ BETWEEN SENIOR AND JUNIOR MEMBERS OF THE UNIVERSITY COMMUNITY

A. INTRODUCTION

There are various approaches an institution could take to address the issue of consensual sexual relationships between a “senior” and a “junior” person. (See definitions below.) One extreme is to ban all such relationships. The other is to pretend such relationships do not exist. The University has taken a middle ground in this policy.

The policy not only points out the potential legal and ethical pitfalls of consensual sex in the University setting, but also, and more specifically in the section called “Standards and Procedures,” asserts the University’s right to protect the integrity of its own operations from the conflicts of interest and disruptions in the academic and employment environments that can arise from consensual sexual activity involving members of the University community.

B. THE NATURE OF THE PROBLEM

Consensual sexual relationships between “senior” and “junior” members of the Georgetown community—that is, between two persons where one party (the “senior”) possesses direct academic, administrative counseling, or extracurricular authority over the other (the “junior”)—do not violate laws prohibiting sex-based discrimination.³⁰ Nevertheless, such relationships are a matter of significant concern to the University because of the ethical and administrative problems they can pose. Those problems are most severe when a consensual relationship takes place between a teacher (e.g., professor, teaching assistant, clinical fellow) and a student and the student is enrolled in one of the teacher’s courses for which the student will receive a grade, or when the student is likely to be enrolled in such a course in the future. These problems can also be very severe in a counseling setting between counselors and counse-

²⁹ This policy does not apply to married couples. The policy on nepotism offers clarification on this point. This policy does not replace *The Benefit of this Establishment: A Student Code of Conduct*.

³⁰ “Consensual” means a sexual relationship between two people who both genuinely desire the relationship and neither of whom is coerced into having the relationship. The term “consensual” is used throughout this document to mean such a relationship.

“Extracurricular” refers to participation in extracurricular student activities such as a student newspaper or law review. A “senior” student is sometimes in a position to influence whether a “junior” student will gain some desired position within the organization.

lees. Given the potential for such problems, the University strongly recommends that members of the University community avoid any senior-junior consensual sexual relationships. This recommendation has particular force with regard to undergraduate students. At Georgetown University, virtually all undergraduate students are between the ages of eighteen and twenty-two, and many are living away from home for the first time. Because of the unique susceptibility of these young men and women, teaching professionals are under a special obligation to preserve the integrity of the teacher-student relationship in situations involving undergraduate students. If members of the community choose by mutual consent to enter into such relationships, however, the University requires that they take specific steps to minimize the problems that may arise from them. Sanctions shall be commensurate with the magnitude of the harm, if any, caused.

THE PROBLEMS

There are many ways problems can arise when a senior member of the Georgetown community engages in a consensual sexual relationship with a junior member. First, when one person has the ability to grade, advance, promote, recommend, or otherwise influence the employment or academic status of the other, there is the possibility that what appears to be a consensual relationship is falsely perceived to be so. Some recipients of sexual advances may fear that refusal will result in loss of an employment or academic benefit. They may go along with the requested relationship even though it is in fact unwelcome to them (and may even cause them psychological harm). The United States Supreme Court has ruled that such a person is a victim of illegal sexual harassment, and that a school can be liable for monetary damages for a teacher's coercive intercourse with a student.³¹ Apart from a policy of avoiding legal liability for such conduct, the University wants to ensure that it provides an environment free from sexual coercion and intimidation in which to study and work.

The person in the position of authority who may desire a sexual relationship with a junior nevertheless has strong reasons to avoid it, since what seems initially to be consensual may turn out to be

³¹ *Meritor Savings Bank v. Vinson* 477 U.S. 57 (1986); *Franklin v. Gwinnett County Public Schools*, 503 U.S. 60 (1992) (unlimited damages). Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, now provides for monetary damages for victims of sexual harassment in federal employment discrimination suits as well. 42 U.S.C. §§ 1981a(a),(b)(3) (maximum damages of \$300,000 for employers of more than 500 employees). See also *Harris v. Forklift Systems*, 510 U.S. 17 (1993).

unwelcome or coercive from the perspective of the junior participants. The junior participant may file an internal grievance or a formal lawsuit, creating a risk that the person in authority will suffer negative career consequences and may have to pay damages to the victim. Because of the serious consequences to the senior participant, that person also subjects himself or herself to the possibility of coercion or blackmail.

Even when such a relationship is genuinely consensual (and therefore does not constitute sexual harassment or raise the other concerns noted above), the relationship can cause problems for both parties and harm the academic and work environment at the University. There is the appearance and often the reality of a conflict of interest on the part of both parties to the relationship. Others may believe that the senior favors the junior because of the sexual relationship, thus creating an atmosphere of suspicion and resentment among other juniors who think the junior in the relationship is obtaining undeserved benefits. The junior person's professional reputation or academic standing may be injured because of the perception that the benefits were due to the sexual relationship, rather than to the junior's own work or study.

There is also a serious risk that either party may exploit the other. The senior person may be interested in the junior solely for purposes of sexual gratification, but the junior may construe that attention as related to the junior's intellect, as revealed through his or her studies or work. If the junior participates in a sexual relationship and then discovers the true situation, there is a potential for a damaging loss of self-esteem by the junior (especially where the two are teacher and young student and there is a significant age disparity between them). There is also the risk of the junior exploiting the senior. For example, a junior might seek out a relationship solely because of a desire to obtain some academic or employment benefit from the relationship (such as a higher grade or a promotion).³²

C. STANDARDS AND PROCEDURES

For the reasons expressed in the previous section of this Policy, the University strongly urges members of the University community to refrain from engaging in consensual sexual relationships with another member of the University community when

³² A number of problems analogous to those described in this section affect consensual sexual relationships among members of the University community of relatively equal status, but these rules do not apply to this behavior, which may become subject to disciplinary action for other reasons.

one person possesses direct authority over the other, whether that authority is used by one who is a teacher, counselor or supervisor of the other or by someone who can directly influence the academic or work status of the other (e.g., a senior professor serving as a member of the tenure committee for a junior professor, a professor serving as the thesis advisor for a graduate student, a senior student on the editorial board of a newspaper or journal voting whether a junior student should attain the same status, a supervisor filling out a performance evaluation for his or her subordinate.

If the two nevertheless commence such a relationship, the University requires that they take the following measures, in order to lessen or minimize the conflict of interest and disruption of the academic and employment environment that can arise in such situations. The University emphasizes that the following measures cannot eliminate entirely the substantial likelihood of conflict and disruption, and that the course of action strongly preferred by the University would be for the two to refrain from engaging in consensual sexual relations for as long as necessary to prevent conflict and disruption.

1. RELATIONSHIPS BETWEEN TEACHERS AND STUDENTS

The University has determined that there is an inherent conflict of interest when a faculty member and a student simultaneously maintain both a direct student-teacher relationship and a consensual sexual relationship, and therefore prohibits simultaneous participation in both roles. Thus, if one party to a consensual sexual relationship is a student of the other person in a course for which the student will receive a grade, the student should immediately withdraw from the course and should never again take a course with that teacher. In such case it is the duty of the teacher to take all steps, including if necessary consultation with the appropriate Dean, to assure that the student's enrollment in the course is promptly terminated. If the student is not currently enrolled in any of the teacher's courses when the relationship begins, the student should refrain from taking any future course with the teacher. The policy of not taking courses with the teacher should continue even after the relationship has ceased.

2. COUNSELORS AND COUNSELEES

Because of the potential for emotional harm, individuals should not engage in both a consensual sexual relationship and an official counselor/counselee relationship. If a consen-

sual sexual relationship commences during an official relationship, the official relationship should immediately be terminated and never be started again. Similarly, individuals in, or who have been in a consensual sexual relationship should thereafter never enter into an official counseling relationship.

3. ALL OTHER SENIOR-JUNIOR RELATIONSHIPS

In any other situation where a senior has direct authority over a junior, and can thus advance, promote, recommend, or in any other way directly influence the academic or work status of the junior, the senior person should recuse himself or herself from any decision involving the status of the junior.³³ If the fact of refusal causes the senior to experience difficulty with a superior, the senior should explain the reason for the refusal to the person in authority. The senior's obligation to explain also exists where an unexplained failure to participate might create an inference of a negative evaluation of the junior by the senior.

D. SANCTIONS FOR VIOLATIONS OF THIS POLICY; REVIEW; OTHER LIMITATIONS

1. Any teaching professional who violates the procedures in Part III of this Policy, or any other individual engaged in a consensual sexual relationship who violates any of the procedures in Part III of this Policy, shall be subject to sanctions commensurate with the severity of the offense. The sanction shall be determined in the case of a teaching professional, by the appropriate Dean or Executive Vice President, after consultation with the chair, if any, of the teaching professional's department; and in the case of other individuals covered by this section, by the appropriate director or other supervisory official, including the Senior Vice President for Georgetown University. But in the case of a student violating these procedures sanctions shall be determined by the appropriate Dean on that student's campus.

³³ For example, a senior faculty member who has had a relationship with a junior faculty member should not participate in the deliberations of a tenure committee concerning the junior, or on an academic personnel committee deciding such issues as salary increases for the junior. Similarly, a teacher should not provide a letter of recommendation for a student with whom the teacher has had a relationship even if the relationship began after the course was completed (and thus did not violate the University policy on teacher-student relationships.) Another example is that a senior student on a student publication editorial board should not vote on whether a junior student with whom the senior has had a relationship should be promoted to the editorial board.

2. The imposition of any sanction imposed under this Policy may be subject to review under any applicable provision of an established University grievance procedure.

REVISED 5/8/98

XVIII. POLICY ON DRUG FREE WORKPLACE (1989)

A. POLICY

In accordance with the requirements of the Drug Free Workplace Act of 1988, Georgetown University, as a employer receiving Federal grants and contracts, is expressly required to maintain a drug free workplace environment. Therefore, it is the policy of Georgetown University that the entire working environment of the University shall be free of the unlawful manufacture, distribution, dispensation, possession and/or use of illegal and controlled drugs. It shall be a condition of continued employment that all employees must be drug free in the workplace, thus making it possible for Georgetown University, as an employer, to certify in good faith that it maintains a drug free work environment.

In order to enforce the requirements of the Drug Free Workplace Act of 1988, the University will periodically provide notification of this policy to all employees and, as appropriate, provide assistance or administer discipline to violators.

B. PROCEDURE

1. NOTIFICATION TO ALL EMPLOYEES

On an annual basis, Georgetown University will notify employees in writing that the University shall be free of the unlawful manufacture, distribution, dispensation, possession and/or use of illegal and controlled drugs, that the employees of the University must maintain a drug free environment as a condition of continued employment, and that violators shall be subject to disciplinary action pursuant to the appropriate Academic or Staff procedures.

2. DRUG AWARENESS PROGRAM

The University will provide annually a Drug Free Awareness Program and/or literature designed to educate employees about dangers of drug abuse.

The University's Employee Assistance Program will be available to provide "assessment and referral" for employ-

ees who seek this confidential service, or who are referred to this service by their supervisors.

3. NOTIFICATION TO THE EMPLOYER BY THE EMPLOYEE OF A DRUG STATUTE CONVICTION

An employee of the University who is convicted of a drug statute violation occurring in the workplace during his/her period of employment, is obligated to report such conviction to his/her department head not later than five (5) days after the conviction. Failure to satisfy this requirement of the policy will be considered grounds for termination.

4. EMPLOYER NOTIFICATION TO FEDERAL CONTRACTING AGENCY

When an employee who is employed to work directly on a government grant or contract is convicted of a drug statute violation occurring within the workplace, the department head must then immediately, through appropriate administrative channels, inform his/her executive vice president or vice president, in writing, of the conviction. The executive vice president or vice president will promptly report the conviction to the Office of Sponsored Programs and other affected offices. The Office of Sponsored Programs is required to report the incident to the federal government in accordance with applicable guidelines. The notification to the federal government must occur ten (10) days of receiving such notice from the employee or otherwise receiving actual notice of such conviction. A copy of this notification will be given to the employee.

5. DISCIPLINE RESULTING FROM VIOLATION OF DRUG STATUTE IDENTIFIED IN PARAGRAPH 3 ABOVE

a. When the University learns, either through the employee's report under Paragraph 3 or otherwise, that an employee has been convicted of the unlawful manufacture, distribution, dispensation, and/or possession with intent to distribute or dispense, of an illegal and controlled drug at the workplace, and if no direct appeal from the conviction is pending or any longer permitted, such employee will be terminated. If such direct appeal remains possible or is pending, such employee will be suspended without pay until such time as the appeal finally fails. If upon final appeal the conviction is reversed on the merits (i.e., not for procedural irregularity), the suspended employee will be reinstated unless

the University determines to impose a sanction following an inquiry under procedures described in Paragraph 5.c below.

- (1) When the University learns, either through the employee's report under Paragraph 3 or otherwise, that an employee has been convicted of the use of or possession with intent to use an illegal and controlled drug at the workplace, and if no direct appeal from the conviction is pending or any longer permitted, the University will take appropriate disciplinary action up to an including termination. Sanctions less than termination may require that the employee participate satisfactorily in an approved drug abuse assistance or rehabilitation program. If such direct appeal remains possible or pending, the University may take any appropriate steps short of termination, including suspending the employee without pay until such time as the appeal finally fails. If upon final appeal the conviction is reversed on the merits (i.e., not merely for procedural irregularity), the University will terminate any suspension or other disciplinary action.
 - (2) Where a conviction under this section has been reversed for procedural irregularity, the University remains free to make inquiry and take appropriate disciplinary action under procedures described below in Paragraph c. Where such an inquiry is into misconduct by faculty, the faculty member's campus executive vice president will establish an ad hoc committee to conduct the investigation and to make a recommendation to the appropriate University authority. Any sanction then imposed can be no more severe than that recommended by the ad hoc committee.
- b. In any case under the foregoing paragraphs where the University determines to reinstate a suspended employee, the University shall give due consideration to the employee's request to be given back salary for the period during which the salary was suspended. Repeated offenses will substantially increase the likelihood that the employee will be terminated.
 - c. In cases of drug-related activity by an employee in the workplace which is not or not yet the subject of crimi-

nal conviction, the University procedures governing faculty and staff misconduct up to and including termination. In any such inquiry the employee shall be given notice of the inquiry, a statement of the reason(s) therefore, and an opportunity to respond.

6. REVIEW OF PROCEDURES FOLLOWED AND DECISIONS MADE UNDER PARAGRAPH 5 ABOVE.

If an employee feels that a personnel action that is taken in conjunction with the administration of this policy is inappropriate, the employee may pursue relief through the appropriate grievance procedure.

C. SUPERVISORY TRAINING PROGRAMS

The employer will periodically conduct programs for supervisors on the subject of drug usage and treatment.

XIX. FRINGE BENEFITS

OVERVIEW

There are many things faculty members need to know about the University and the benefits available specifically to meet your needs and enhance your work experience at Georgetown University. The Faculty and Staff Benefits Office is dedicated to helping you understand and optimize your benefits. Once you have reviewed this summary, please feel free to call that office at 202-687-3643 with any questions. Details about the costs to the faculty member of specific benefits are available from the Benefits Office.

This summary contains information about paid leave and the benefits currently available to Georgetown University Faculty. The statements made in this summary are accurate but by no means complete in detail. If a conflict arises between this summary and the various plan documents, the master policy or plan document will take precedence.

YOUR BENEFITS PACKAGE

Georgetown University offers a comprehensive benefits package that includes Life, Dependent Life, Disability, Retirement, Health, Dental, Flexible Spending Accounts, U.S. Savings Bonds and Tuition Assistance. The University requires participation in two plans, Group Life and Disability. Your participation is required to ensure that you are protected in times of need.

ELIGIBILITY

You are eligible for the benefits described in this summary, except for the Tuition Assistance Program, if you are a faculty member hired to work at least

75% time. Faculty scheduled to work 90% are eligible for tuition benefits. Part-time faculty and those appointed to full-time positions on a temporary basis (for a period of less than 4 months) including summer appointments are not eligible unless the plan is required by law.

Family members eligible for coverage under the health, dental and Health Care Spending Account plans include your:

- legal spouse
- dependent children under age 19
- dependent children ages 19–26 for Kaiser, or, if they are full-time students, up to age 30 for the Georgetown Health Plan and the dental plans
- children who are mentally or physically incapable of self care and are age 19 or older (with proof of disability)

Dependents eligible for coverage under the Dependent Care Assistance Plan include:

- children under age 13 qualified as dependents for income tax purposes or dependents who are mentally or physically incapable of self care.

HOW TO ENROLL

You must complete the enrollment forms for each plan you wish to participate in. You must enroll in the benefit plans by the last day of the month following the month of your employment. To complete Enrollment Forms for Health and Dental Insurance, you will need the name(s) and social security number(s) for each family member you wish to cover under these plans.

WHEN COVERAGE BEGINS

Coverage in the Life, Dependent Life, Disability Leave, Long Term Disability, Health and Dental Plans begins on the first day of work, provided you have completed the Enrollment Card and filed it with the Faculty and Staff Benefits Office by the last day of the month following the month of your employment.

YOUR ENROLLMENT DECISIONS

The enrollment choices you make for health, dental, health care and dependent care will be in effect until the next open season. Open enrollment begins in October and goes through the month of November each year. All changes must be made by November 30th. You cannot change your choices unless your needs are affected by a change in family or employment status. If you have a status change, you must notify the Faculty and Staff Benefits Office within 90 days of the change. You will be responsible for any applicable premiums retroactive to the date of the change.

CHANGES IN YOUR FAMILY OR EMPLOYMENT STATUS

According to IRS rules, other than during the annual open enrollment period, you may only change your health, dental, health care and dependent care elections when your status change is a result of a change in family or employment status. This provision covers reasons you might need to change your coverage, such as:

- marriage, divorce, legal separation;
- birth or adoption of a child;
- addition of a dependent;
- death of a spouse or dependent;
- an employment status change for you or your spouse (i.e., from full-time to part-time or vice versa, employed to unemployed or vice versa, or you go on leave without pay status).

YOUR PREMIUMS

When you enroll, you will be responsible for premiums retroactive to your date of hire. Deductions to cover your portion of the cost of your benefits are taken from each paycheck. If you are hired prior to the fifteenth of the month, you will be responsible for the entire month of premiums.

FAMILY CARE LEAVE

Family Care Leave is a Georgetown University policy that can be used for child care during the first year after the birth, adoption, or foster placement of a child. In the case of a woman giving birth, she first receives paid Disability Leave during the post-partum recovery period, and then she can start Family Care Leave. Family Care Leave can also be used for the serious illness of children, spouses or parents.

Because some faculty members may have close relationships with persons who do not fall exactly within the categories outlined above, but the relationships are very similar in nature to the defined ones, faculty may petition to be granted the Family Care Leave for closely similar circumstances (e.g., the serious illness of an aunt who has been a faculty member's de facto mother). There is no entitlement to such leave, however, and the decision in such cases is left to the discretion of the relevant Executive Vice President.

HOW FAMILY CARE LEAVE WORKS

Under the Family Care Leave policy, you may take up to four months of leave without pay or you may work half-time for up to four months at half pay and be fully reinstated to your position upon your return. Also, if the family

care required is periodic in nature, such as for recurring chemotherapy treatments, periodic Family Care Leave may be scheduled.

Health and other insurance benefits may be continued throughout the leave if you pay the employee portion of the premiums.

In certain cases, you may be able to take up to one year of Family Care Leave, but your department head or dean must approve the extended leave. The request for extension may be denied if, in the opinion of your department head or dean, your extended absence would seriously diminish your department's functioning. You may appeal such a denial to the appropriate Executive Vice President.

If you have used less than your four months of Family Care Leave, and a new situation arises requiring use of Family Care Leave, you may ask to use your remaining entitlement. This request may be denied if your absence would seriously diminish your department's functioning. You may appeal such a denial to the appropriate Executive Vice President.

LEAVE OPTIONS FOR TENURE TRACK UNTENURED FACULTY

Tenure track untenured faculty may have any Family Care Leave of a semester or more excluded from the time counted for the tenure probation period. (A semester's leave means that the entire academic year in which that semester occurred will not be counted toward tenure.)

If you are a tenure track untenured faculty member who is in a position to take Family Care Leave but cannot afford the loss of salary, you may apply to extend the 7 year tenure probation period to 8 years.

This will allow you to teach full-time at full salary, fulfill all responsibilities regarding the supervision of students (including the supervision of graduate student research where applicable), and continue committee work, but to reduce your publishing workload for one year.

You must apply for extension of your tenure probation period at the time of your family care circumstance, and not at the time of seeking tenure. The one year probation extension may not be secured retroactively at the time of tenure consideration.

The process of securing a one year extension shall be for the faculty member to submit a statement detailing his or her reason for requesting the extension. The request shall be given to the appropriate Executive Vice President via the Chairman of the Department. The request may be denied only for lack of substantiation of the circumstances.

APPLYING FOR FAMILY CARE LEAVE

You should apply for Family Care Leave as soon as you can before starting the leave. Your application must state when the Family Care Leave will start,

your best estimate of how long it will last (if possible), and the reason you are seeking leave. If possible, you should schedule your leave to avoid disruption of courses. Documentation to support your request must accompany your application.

You will be granted leave unless your department head or dean receives permission from a committee composed of the 3 Executive Vice Presidents to deny it. If your department head seeks permission to deny your Family Care Leave, you will get a copy of this request. You have the right to provide the Executive Vice Presidents with a written statement of the hardship to you and your family which would be caused by a denial. You may also suggest ways to alleviate your department's hardship or state why you believe that granting the leave would not cause severe hardship to the department.

For more information on Family and Medical Leave and how to apply for it, contact your Human Resources Department.

FEDERAL AND DISTRICT OF COLUMBIA FAMILY AND MEDICAL LEAVE

Faculty members are also eligible for Federal and District of Columbia Family and Medical Leave after completing one year of employment without a break in service except for holidays or other paid leave, and you have worked at least 1000 hours during the 12 months preceding the request for family or medical leave or at least 50% status, whichever is less. In no case are you entitled to both Federal and District of Columbia Family and Medical Leave and Family Care Leave.

Federal Family and Medical Leave Law provides eligible employees entitlement of a total of 12 weeks of family and medical leave combined during any 12 month period.

District of Columbia Family and Medical Leave Law provides eligible employees entitlement of a total of 16 work weeks of family leave and 16 work weeks of medical leave during any 24 month period.

Federal and District of Columbia Family and medical Leave run concurrently and cannot be used consecutively if leave is covered under both laws.

Federal Family and Medical leave can be used for the following:

- The birth of your child and to care for the child (Entitlement expires 12 months after birth.)
- The placement of a child with you for adoption or foster care. (Entitlement expires 12 months after placement.)
- To care for your spouse, son, daughter, or parent, if the family member has a serious health condition.

- If you are unable to perform the functions of your position because of your own serious health condition.

District of Columbia Family Leave can be used for the following:

- The birth of your child and to care for the child. (Entitlement expires 12 months after birth.)
- The placement of a child with you for adoption or foster care. (Entitlement expires 12 months after placement.)
- The placement of a child for whom you permanently assume and discharge parental responsibility. (Entitlement expires 12 months after placement.)
- Serious health condition of a person related by blood, legal custody or marriage.
- Serious health condition of person or persons with whom you share or have shared within the last year a mutual residence and with whom you maintain a committed relationship.

District of Columbia Medical Leave can be used if you are unable to perform the functions of your position because of your own serious health conditions.

Federal and District of Columbia Family and Medical Leave Law is unpaid except for periods of time that an employee is eligible for paid disability benefits.

The leave period begins on the first work day of an employee's first qualifying leave within the past 12 or 24 month period, as applicable.

LIFE INSURANCE

The University offers a term life insurance policy with six levels of coverage and accidental death and dismemberment (AD&D) benefits. As a full-time staff employee working 30 or more hours per week, you are required to participate in the Core Plan. The Core Plan is equal to \$5,000 and is provided at no cost to you. You may elect additional coverage from one to five times your annual salary up to a maximum paid benefit of \$400,000, instead of the Core Plan. The Accidental Death and Dismemberment benefit face value is equal to the face value of your life insurance. If you do not enroll when you are first eligible, you will have to submit evidence of insurability to CIGNA, the Life Insurance carrier.

CONTRIBUTION SCHEDULE

The University pays the full cost of the first \$5,000 of coverage. You pay \$.20 per month per \$1,000 of annual pay for coverage from \$5,000 to \$100,000 and \$.30 per month per \$1,000 for coverage from \$100,000 to \$400,000.

To get an exact calculation of your contribution, you should call the Faculty and Staff Benefits Office at 202-687-3643.

BENEFIT REDUCTION

At age 65, there is an automatic benefit reduction of 35% for active employees. Benefits are further reduced by 15% at age 70, for active employees still covered under the GU Group Life Insurance Plan.

CHANGES IN COVERAGE

In determining your need for life insurance, consider all the life insurance coverage sources available to you, including any individual policies you have. You may change your level of coverage at any time. For increases in coverage, you must complete a change form and a form that indicates Evidence of Insurability. Increases in coverage must be approved by CIGNA. For a decrease, you must complete a change form.

DEPENDENT LIFE INSURANCE

If you are insured under the GU Group Life Insurance Plan, you may elect coverage for your dependents under the Dependent Group Life Insurance Plan. A spouse is insured for \$2,000. Each dependent child 14 days of age, but less than 6 months of age is insured for \$200. Each dependent child 6 months of age but less than 21 years of age is insured for \$1,000. You pay \$.39 biweekly or \$.78 monthly, regardless of how many dependents you insure. Coverage starts on the first day of work, provided you have completed the Enrollment Form and filed it with the Faculty and Staff Benefits Office by the last day of the month following your employment. You are eligible to enroll dependents upon full-time employment or within 90 days of acquiring a spouse or dependent child(ren).

ABOUT DISABILITY BENEFITS

When you are ill or injured, Georgetown's goal is to help you return to work as soon as you are able. If you are disabled, you need to focus your energy on getting well and getting back to work. Georgetown's disability benefits can provide you with replacement income during your illness.

Three options are available: Worker's Compensation, Disability Leave and Long Term Disability.

WORKERS' COMPENSATION

The University has Workers' Compensation insurance for all employees for their protection while performing their assigned duties. Workers' Compensation pays medical bills incurred as a result of a work related illness or injury and replaces lost income in the event of lost time. Work related illnesses or

injuries must be reported promptly to the Employee Health Service, ground floor, Hospital, telephone 202-784-3680. In the event of a serious injury, the employee should be taken to Georgetown University Hospital emergency room or to the nearest hospital.

The University takes all practical steps to eliminate or reduce the exposure of employees to accidental injury or to conditions that are injurious to health. You should cooperate by observing established safety regulations and working safely. You should bring allegedly unsafe or unhealthy conditions to the attention of your supervisor or department head and may suggest a resolution to these conditions. Such suggestions should be sent to the Safety and Environmental Management Office, One New South, 202-687-7641.

DISABILITY LEAVE

Your salary can continue for up to three months when you are disabled. Disability Leave benefits begin on the first day you are absent from work due to a medical condition rendering you unable to work, such as illness, recovery from injury, childbirth or medical procedures. Disability Leave benefits do not apply to work-related illness or injury, which is covered under Workers' Compensation. Disability Leave benefits can continue until you are no longer medically disabled, until you reach the recovery limit for your medical condition, or until you have been medically disabled for three months, whichever comes first.

APPLYING FOR DISABILITY LEAVE BENEFITS

LAW CENTER: Applications for and notifications of Disability Leave benefits are made through and by the Law Center Personnel & Payroll Officer.

MAIN CAMPUS: Applications for and notifications of Disability Leave benefits are made through and by the Office of the Provost.

MEDICAL CENTER: Applications for and notifications of Disability Leave benefits are made through and by Medical Center Human Resources.

COST OF PLAN

The entire cost of this plan is paid by the University.

LONG TERM DISABILITY (LTD)

The plan provides a benefit of 60% of your base pay to a maximum paid benefit of \$15,000 per month (\$300,000 per year). The benefit begins after a 3 month waiting period and coordinates with Disability Leave. The benefit will continue until you are no longer disabled (i.e., unable to perform the duties of

your occupation), or for five years, whichever occurs first. Benefits are paid beyond five years if you are unable to engage in any occupation for which you are reasonably trained. LTD benefits are reduced by any wages, benefit collectible under Workers' Compensation, Primary Social Security, or any disability or early benefit received under a University sponsored retirement plan. **If you are a participant in another group Disability Plan, your benefit will also be reduced by that benefit.** The benefit can continue to age 70, as follows:

AGE AT COMMENCEMENT OF DISABILITY	DURATION OF BENEFIT PERIOD
61 or younger	to age 65 or normal retirement, whichever is first
62	3.5 years
63	3 years
64	2.5 years
65	2 years
66	1.75 years
67	1.5 years
68	1.25 years, or to age 70, whichever occurs first
69	1 year, or to age 70, whichever occurs first

PRE-EXISTING CONDITION EXCLUSIONS

Benefits are not payable for disabilities resulting from pre-existing conditions that occur during the first year of participation in the plan. If you do not enroll when first eligible, you will have to submit evidence of insurability satisfactory to UNUM, the insurance carrier.

CONTRIBUTION SCHEDULE

The University pays the full cost of the first \$1,000 of monthly base pay. You pay \$.50 for each additional \$100 of your monthly base pay from \$1,000 to \$8,333.33, and \$.55 for each \$100 of monthly base pay from \$8333.34 to \$25,000.

DEFINED CONTRIBUTION PLAN

The University and Senior Staff employees contribute a defined amount to fund eventual retirement. The amount of the resulting retirement annuity

depends on the amount contributed, the earnings on these investments over time, and the form of annuity payment selected. Funds can also be transferred, as a lump sum, to an individual retirement account (IRA).

Retirement contributions may be invested with one insurance company—the Teachers Insurance Annuity Association/College Retirement Equities Fund (TIAA-CREF)—and/or with two mutual fund companies—the Vanguard Group of Mutual Funds and the Fidelity Group of Mutual Funds. Various types of funds are available for investments with each of these companies, including growth, growth and income, fixed income, money market, and balanced funds. More information on the wide variety of funds available for retirement contributions is in the publication *Performance of Retirement Investment Alternatives*. A copy of this publication is available in the Faculty and Staff Benefits Office.

PARTICIPATION & ELIGIBILITY

Faculty in eligible class codes may elect to join this plan.

VESTING

Vested means you are due a benefit when you retire or leave Georgetown University. You are vested immediately but will not have access to Defined Contribution Plan funds until after you terminate your employment.

ENROLLMENT

You must complete the appropriate contract or account application to enroll in the plan. If you are enrolling in TIAA-CREF, you must provide evidence of your date of birth.

CONTRIBUTION SCHEDULE

Contributions are expressed as a percentage of your salary and are made on a monthly basis while you participate, except for months in which no salary is paid. Your contributions to the plan are made on a before tax or salary reduction basis. By contributing on a salary reduction basis, you lower your current income by the amount you contribute. This means that you pay less in current income taxes. It is important to understand that you are deferring taxes. You will have to pay taxes on any income received from the plan when it is paid to you. Also see the section on Voluntary Retirement Contributions. For further information, contact the Faculty and Staff Benefits Office.

RECEIVING YOUR BENEFITS

Benefits are taxable when they are received. Please consult the Summary Plan Description booklet, or contact a Retirement Specialist in the Faculty and Staff Benefits Office for assistance with understanding your tax options and responsibilities.

An estimated 20% Federal Tax will be withheld from distributions when they are received. If your distribution is rolled directly into an IRA or another employer's plan, you can avoid the 20% withholding.

CONTINUATION OF HEALTH INSURANCE

An important aspect of retirement planning is the continuation of eligibility for health care benefits. Employees who are age 55 and have at least 10 years of continuous service at their termination date may continue their health insurance provided they elect to receive retirement distributions within 90 days following their termination date³⁴. A retiree may also elect to continue coverage for their spouse and eligible dependents within 90 days following their termination date. Employees and retirees should contact the Faculty and Staff Benefits Office to determine the cost of this benefit.

VOLUNTARY CONTRIBUTION RETIREMENT PLAN

Voluntary retirement contributions are a way to increase your retirement security and defer taxes on your income. Contributions, which are made on a before tax (salary reduction) basis, lower your current taxable income. **This means you pay less in current income taxes.**

Contributions can be invested in a wide variety of funds offered by three companies: TIAA-CREF, Vanguard, and Fidelity. You can change your investment choices at any time. For a performance listing of the available funds, contact the Faculty and Staff Benefits Office at 202-687-3643. Or, visit the investment companies on the World Wide Web.

You may contribute as little as \$25.00 per month, or as much as the Maximum Exclusion Allowance set out by the IRS.

The Internal Revenue Code limits the amount of pre-tax benefits you may have, including pre-tax retirement contributions in any calendar year. This amount is also affected by pre-tax health premiums and participation in the flexible spending account(s). The Faculty and Staff Benefits Office can assist you in determining the maximum tax deferred contribution you can make under IRS rules. It is your responsibility to remain within these limits and to pay any tax imposed if you exceed them.

When you enroll in the Plan, you should plan on making a long-term investment. Mutual funds may yield impressive gains over a long period of time. Under certain circumstances, loans are available against your contributions. Currently, loans are only available on voluntary contribution accounts with TIAA-CREF. For information, contact the Faculty and Staff Benefits Office at 202-687-3643.

Money deferred to the Voluntary Retirement Plan is not tax-free. You will have to pay taxes on any distribution received from the Plan. When you

³⁴ Different rules apply to Medical Center Employees.

retire, you may take your benefit in a lump sum or an annuity. One of our Retirement Specialists can help you understand your options. While employed, you may only receive your money as a lump sum as a hardship withdrawal. Contact the Faculty and Staff Benefits Office for details.

More detailed information on the funds offered for tax deferred savings under this Plan is available from the Faculty and Staff Benefits Office.

U.S. SAVINGS BONDS

All employees receiving a Georgetown University paycheck on a regular basis are eligible to participate in this plan. As a participant, you may purchase one series EE savings bond per month through a payroll deduction.

WHEN YOU MAY ENROLL

You may begin purchasing bonds at any time. You will have to provide the Faculty and Staff Benefits Office with: your name and address, the name and Social Security number of your co-owner or beneficiary, and which denomination you wish to purchase. A co-owner has the same rights as you do, including cashing the bonds. A beneficiary becomes the owner of the bonds only at your death.

INTEREST EARNINGS

The interest rate on Series EE Savings bonds is market based. This rate is 85% of the market average on 5 year Treasury securities during the previous 5 year period. The interest rate is recalculated on May 1st and November 1st of each year. Series EE US Savings bonds have a current minimum rate. If your bonds are less than 5 years old when you cash them in, you will receive 4% minimum interest. If your bonds are held five years or longer before you cash them in, you will receive the market based rate if it is greater than 4%.

COST OF PLAN

You may buy one bond per month in one of the following denominations: \$100, \$200, \$500, and \$1,000. Bonds cost one half of the bond denomination amount.

HEALTH PLANS

The University offers two options for coverage, the Georgetown Health Plan and Kaiser Permanente Health Maintenance Organization.

NEW DEPENDENTS

If you get married or have a child, you have 90 days after the marriage or birth to enroll your dependents for coverage. If you do not enroll yourself or your

dependents when first eligible for coverage, you must wait until the next open enrollment period.

LOSS OF COVERAGE

An exception is made if you are covered by your spouse's plan and that plan terminates due to your spouse terminating employment or becoming ineligible to be covered under that Plan. In this case, you are eligible upon cancellation of that coverage. You must apply within 90 days of the event and coverage must be effective from the cancellation of the other coverage. Written documentation of loss of coverage must be provided.

GEORGETOWN HEALTH PLAN

The plan gives you flexibility in choosing health care services. There are three options available. You select the option you want **when you need service**. You may select individual coverage for yourself, or family coverage to include your legal spouse, children under age 19, children up to age 30 if they are full-time students, and children who are mentally incapable of self care and are age 19 or older (with proof of disability).

- OPTION 1: Your Network Primary Care Physician provides and/or arranges for the provision of your health care.
- OPTION 2: You call a Network Specialist or Designated Provider, without being referred by your Network Primary Care Physician.
- OPTION 3: You call a physician or other Designated Provider who is not a Network member. You are responsible for any amounts in excess of the network fee schedule that are charged by an out-of-network provider.

To be eligible for all the advantages of the Georgetown Health Plan, each member of your family is strongly encouraged to select a Primary Care Physician. Primary Care Physicians include Internists, Family Practice Physicians and Pediatricians. Females age 16 and over may also select an Obstetrician/Gynecologist for routine OB/GYN care. To select a Primary Care Physician (PCP) or Obstetrician/Gynecologist refer to the Georgetown Health Plan Provider Directory.

The Plan is associated with several hospitals in the Washington Metropolitan and Baltimore area, including Georgetown University Hospital, George Washington University Medical Center, Greater South East Community Hospital and Providence Hospital in Washington, DC; Holy Cross Hospital, P.G. General Hospital, Shady Grove Hospital and Washington Adventist Hospital in Maryland; Arlington Hospital, Fair Oaks Hospital, Fairfax Hospital, Potomac Hospital and Prince William Hospital in Virginia.

PRESCRIPTION DRUG PLAN

Participants in the Georgetown Health Plan automatically participate in the prescription drug plan administered by PCS Health Systems, Inc. The plan provides a separate card just for prescription drugs, which you can present at participating drug stores for prescriptions along with a small copay. The plan features a mail-order option for maintenance drugs. You can receive a 90 day supply of your medication for a small copay.

MENTAL HEALTH/SUBSTANCE ABUSE

The Plan provides inpatient, intermediate and outpatient care with in-network and out-of-network providers.

DENTAL PLANS

The University offers three options for dental insurance, two through Blue Cross/Blue Shield and the Prudential DMO. You may select individual coverage for yourself, or family coverage to include your legal spouse, children under age 19, children up to age 30 if they are full-time students, and children who are mentally incapable of self care and are age 19 or older (with proof of disability).

BLUE CROSS/BLUE SHIELD DENTAL INSURANCE

You may select from two levels of coverage. You must select an option when you enroll in the Blue Cross/Blue Shield Dental Plan.

The annual deductible for Option I and Option II:

\$50 for single coverage

\$100 for family coverage

OPTION I PAYS:

100% of the Usual and Customary or Reasonable (UCR) fee after the deductible per calendar year for the following services: cleaning, examination, emergency treatment, simple extractions, fillings, x-rays, consultations and recementation, topical fluoride treatments, repair or removable dentures, endodontia, crowns and simple procedures of oral surgery. **The maximum annual benefit is \$1,000 per participant.**

OPTION II PAYS:

75% of the Usual and Customary or Reasonable (UCR) fee after the deductible per calendar year for the services listed above, plus: complex procedures of oral surgery, fixed bridges, removable dentures, relining of dentures, periodontia;

orthodontia. The maximum annual benefit is \$1,000 per participant, with a separate \$1,000 lifetime maximum for orthodontia.

PRE-EXISTING CONDITIONS

A pre-existing condition is any condition which existed on the date coverage became effective requiring dental treatment, the symptoms of which were present on or before the effective date of coverage, whether or not the participant had knowledge that the symptoms were related to the illness, or any illness for which dental treatment or advice has been rendered within one year prior to the date of which coverage became effective requiring dental care or treatment.

PRE-EXISTING CONDITION EXCLUSIONS

If you do not enroll yourself or your dependents in Blue Cross/Blue Shield when first eligible for coverage, you must wait until the Open Enrollment period to enroll. If you enroll during Open Enrollment, you will have a 10 month waiting period during which benefits are not available for pre-existing conditions. During this time, preventive care (routine cleanings, examinations and x-rays) and dental care needed as a result of an accidental injury are covered. Additionally, the 10 month waiting period applies to dental coverage levels 5 to 8 if you change from Option I to Option II, or the Prudential DMO to Blue Cross Option I or II during Open Enrollment, or if you cancel your coverage with Georgetown University and subsequently re-enroll.

PRUDENTIAL DMO

The Prudential Dental Maintenance Organization (DMO) is a managed care program offering a network of area dentists. If you enroll in the Prudential DMO, you must select a dentist from their network for all of your dental care. The DMO offers 100% coverage for all preventive care and most other services, with a \$10 copay per visit. There is no deductible and no annual maximum on benefits.

Orthodontia for eligible participants is covered at 50%. Orthodontia benefits through Prudential are only available for dependent children up to age 19.

FLEXIBLE BENEFITS

The flexible benefit program provides three options for increasing your tax savings. The options are:

- Pre-tax Health and Dental Contributions
- Health Care Spending Account
- Dependent Care Assistance Plan

PRE-TAX HEALTH & DENTAL PREMIUM CONTRIBUTIONS

You may elect to make your health and dental contributions on a tax-exempt basis. This means that contributions for health and dental insurance are deducted from your paycheck before federal, state and Social Security taxes are withheld. These contributions are not included as taxable income on your W-2 form. To elect to have your premiums deducted on a pre-tax basis, check the appropriate space on your health or dental enrollment form.

FLEXIBLE SPENDING ACCOUNTS

By participating in the Flexible Spending Account Plans, you can pay certain health care and/or dependent care expenses with pre-tax money. You designate part of your paycheck to be contributed to your account(s). Contributions are deducted from your paycheck, and your gross taxable pay is reduced by the amount you put into the account(s). Once you make an election in one calendar year, it can only be changed or stopped if you have a change in personal circumstances, such as marriage, divorce, or the birth of a child.

PARTICIPATION

There are two Flexible Spending Accounts: the Health Care Spending Account and the Dependent Care Assistance Plan. Participation in the Health Care Spending Account and Dependent Care Assistance Plan starts on the first day of the month following enrollment, provided you have completed the Enrollment Form(s) and filed it with the Faculty and Staff Benefits Office by the last day of the month following your month of employment. An exception is made under the Dependent Care Assistance Plan when you gain a dependent through birth, adoption or marriage. You must notify the Faculty and Staff Benefits Office and enroll in the Plan within 90 days of acquiring a dependent.

HEALTH CARE SPENDING ACCOUNT

Funds are automatically deducted from your paycheck on a pre-tax basis and are held in your individual account until you submit a claim for unreimbursed medical expenses. For instance, you can use the Health Care Spending Account for reimbursement of your Georgetown Health Plan deductible and the 20% of covered expenses you have to pay, to an annual maximum of \$5,000. In addition, you can receive reimbursement for expenses that are not covered under the health plan, such as eyeglasses, charges over the UCR amount, and dental charges not covered under the GU dental plan.

DEPENDENT CARE ASSISTANCE PLAN

If you have day care expenses for your children or elderly dependents, the Dependent Care Assistance Plan may help you reduce your tax bill. It enables you to pay for certain dependent care expenses with tax-free dollars,

which gives you tax savings. You decide how much you wish to contribute per year based on your actual child care or elder care expenses. Once you have designated a contribution amount, the amount is automatically deducted from your paychecks throughout the year on a pre-tax basis. The maximum contribution per year is \$5,000. The maximum applies to all eligible dependent care expenses, whether for child care or elder care. The contribution is put in an account in your name.

ANNUAL RE-ENROLLMENT

During Open Enrollment in November, you must re-enroll if you wish to participate in the Flexible Spending Account(s) for the next calendar year.

FILING CLAIMS

You complete a claim form for health and dental expenses, or paid dependent care bills and submit it to the carrier for reimbursement from your account. You must provide receipts, bills that indicate the services rendered, the dates you incurred expenses and the name of the service provider. For dependent care expenses, you must also provide the social security number or tax identification number of the person or organization who provided the care. You have until March 31 of the next year to submit claims for expenses from the plan year.

VISION CARE PLAN

You and your dependents will receive significant discounts when you purchase lenses and frames at area LensCrafters stores.

There are no enrollment forms to fill out, and no restrictions on how often you use the discount. This benefit is automatically extended to you at no cost. The Vision Care benefit with LensCrafters is fully funded by the University. For information on the LensCrafters nearest you, call 1-800-521-3606.

LEAVE OF ABSENCE

If you go on an approved Leave of Absence, through LTD, Worker's Compensation, or Family Care Leave, you are eligible to continue your benefits while on leave. Contact the Faculty and Staff Benefits Office for your rates.

TERMINATION OR INELIGIBILITY

If you terminate employment or transfer to an ineligible group, you may continue participation in the life, dependent life, LTD, health and dental plans

through the end of the month in which you terminate employment or change to an ineligible status.

HEALTH AND DENTAL INSURANCE

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) entitles employees (or former employees) and/or their dependents who have lost group health and/or dental coverage to continue the coverage they had with the Georgetown University group on a direct pay basis under certain circumstances.

WHO IS ELIGIBLE FOR COBRA

Employees who terminate employment, change to working less than 30 hours per week, or who otherwise lose group coverage as a result of a qualifying event may continue coverage up to 18 months. These employees are notified of their COBRA rights by ABR, the COBRA carrier. This 18 month period may be extended to 29 months if the employee was disabled at the time of the qualifying event. Disabled employees should contact the GU Faculty and Staff Benefits Office for more detailed information.

Spouses and dependents of employees who lose coverage because of age, divorce or legal separation may continue coverage for up to 36 months. These individuals must notify the Faculty and Staff Benefits Office of such event in order to be certified eligible for COBRA continuation.

HOW TO EXERCISE COBRA RIGHTS

ABR, the carrier will send you a COBRA letter. You have 60 days from the date of the COBRA letter to elect to continue coverage. You must complete the COBRA letter and send it to ABR. If you do not exercise your COBRA rights within the allowed time period or fail to make the required premium payment as scheduled, you will forfeit your right to continue coverage.

COST OF CONTINUED COVERAGE UNDER COBRA

The premium is 102% of the gross monthly contribution in effect at the time of the COBRA qualifying event for the type of coverage purchased. This means you are responsible for the employee portion and the University portion of the premium plus 2% over the total cost.

LIFE INSURANCE

You may convert your group life and dependent life insurance coverage to an individual pay policy with CIGNA, the Life Insurance carrier. Upon termination, the Faculty and Staff Benefits Office will send you a Notice of Life Insurance Conversion Privilege & Verification of Eligibility letter and an application. You have 60 days from the date your coverage ends to elect continued coverage. Such election is accomplished by signing and completing the Notice and application and sending both forms to the Faculty and Staff

Benefits Office. When we return the application to you, you must forward it with a check to CIGNA. If you do not exercise your conversion rights within 60 days of the date your coverage ends, you will forfeit your right to continued coverage.

LONG TERM DISABILITY

There is a limited conversion option to an individual insurance policy with UNUM, the LTD carrier. Application for conversion must be submitted to UNUM within 60 days after group coverage stops for the employee to be eligible for conversion without evidence of good health. Upon termination, the Faculty and Staff Benefits Office will send you a Long Term Disability Conversion Privilege and Verification of Eligibility letter. To continue coverage, you must sign and return this letter to the Faculty and Staff Benefits Office. We will send you a Disability Conversion Insurance Application for completion. Once you complete the application, you must forward it to UNUM for approval of continued coverage.

SOCIAL SECURITY

All employees participate in the Social Security program. Social Security provides retirement income, disability income, and Medicare health insurance benefits.

PLAN CHANGES/MODIFICATIONS

This office publishes a summary plan description on each University sponsored benefit plan. Information in this bulletin is subject to change. When plan provisions or contribution rates change, we attempt to notify each affected employee. If a conflict arises between this document and the various plans, the master policy or plan document will take precedence. The master policy or plan document may be examined in the Faculty and Staff Benefits Office. Georgetown University intends to continue its benefit program indefinitely, but reserves the right to modify, suspend or terminate the program, or any part of it, at any time. If such steps are planned, you will receive advance notice which will inform you of the effect that any change will have on your benefits.

XX. TUITION SCHOLARSHIPS

Tuition benefits for study at Georgetown University and other institutions are available for full-time faculty members and academic personnel, and their dependent children, who meet eligibility requirements based on years of continuous full-time employment.

BENEFITS FOR COURSES TAKEN IN DEGREE PROGRAMS AT GEORGETOWN UNIVERSITY

- The benefit is awarded for pursuit of regular degree programs at the University. Documentation indicating acceptance in the degree program must be submitted with the application for benefits.
- Failure to comply with academic regulations of the University is sufficient cause for the termination of the benefit.
- In no case will the benefits exceed eight semesters.
- Benefits are for tuition only. All other fees must be paid in the semester in which they are incurred.
- After the 3 year waiting period, faculty members and academic staff will be eligible for tuition benefits for themselves and their dependent children equal to 33% of Georgetown's tuition; after 5 years, the benefit increases to 67% of Georgetown's tuition. The tuition benefit for dependent children is only available to those individuals enrolled in an undergraduate degree program.³⁵

Within the conditions listed above, the following benefits are available:

A. FOR FACULTY MEMBERS AND OTHER ACADEMIC PERSONNEL:

Tuition benefits for courses toward a degree in all schools of the University. Faculty may use tuition benefits only to pursue a graduate degree. Benefits may not exceed eight semesters.

B. FOR CHILDREN OF A RETIRED OR DECEASED FACULTY MEMBER:

For children of a retired or deceased faculty member who, at the time of retirement or death, had been a full-time faculty member of more than ten years active service, including sabbatical leaves but not other leaves of absence, the same tuition benefits arrangement will apply.

For children of a retired or deceased faculty member who, at the time of retirement or death, had been a full-time faculty member of more than three years but less than ten years active service, provided the child has already begun and is enrolled in a degree program, the same tuition benefits will apply.

³⁵ This applies to employees hired after December 31, 1995. For employees hired prior to 1996, the benefit for use at Georgetown is 100% of Georgetown's tuition and is available in undergraduate and graduate degree programs in all schools except that faculty may use tuition benefits only to pursue a graduate degree.

NOTES:

- These benefits may be applied to Georgetown University study abroad programs.
- Unofficial Audits: Full-time faculty members and academic personnel may audit courses unofficially with the permission of the instructor on a space available basis; no other permission is required; no credit certificate is issued and no official record of the audit is kept.

Faculty and academic personnel should call the Faculty and Staff Benefits Office for more information about eligibility for benefits for summer course work or for dependents over 30 years of age.

BENEFITS FOR COURSES TAKEN IN DEGREE PROGRAMS OUTSIDE GEORGETOWN UNIVERSITY

ACADEMIC PERSONNEL:

Full-time faculty and academic staff are eligible for tuition benefits for their own use outside of Georgetown University. Georgetown will award limited benefits, with a lifetime maximum cap on benefits. These benefits are available to academic personnel accepted into an undergraduate or graduate degree program, and to faculty accepted into a graduate degree program.

After the three year waiting period, dependent children of full-time faculty members and academic staff are eligible to receive up to 16.5% of Georgetown's undergraduate tuition for an undergraduate degree at another university. After five years, up to 33% of Georgetown's undergraduate tuition will be available.

For full-time faculty and academic staff hired prior to 1996, this benefit is 30% of Georgetown's undergraduate tuition for an undergraduate degree at another university in AY 1999-2000, and 33% thereafter.

XXI APPENDIX:

AAUP 1940 STATEMENT OF PRINCIPLES ON ACADEMIC FREEDOM AND TENURE PLACED IN THE CONTEXT OF GEORGETOWN UNIVERSITY

A. ACADEMIC FREEDOM

1. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

2. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
3. College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

B. ACADEMIC TENURE

After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

C. INTERPRETATIONS

Georgetown University and its Faculty subscribe to these statements of principles subject to the agreement that:

1. the word teacher as used in the 1940 Statement applies to all officers of instruction, including investigators attached to Georgetown University without teaching duties;
2. there is no limitation on permanent or continuous tenure for age, and termination in the case of retirement for age does not apply;
3. the tenure probationary period should not exceed seven years, though nothing is to preclude Georgetown University and a newly appointed faculty member from agreeing in writing at the time of initial appointment to a tenure probationary period of up to a full seven years, regardless of the time spent in one or more institutions prior to appointment at Georgetown;
4. the provisions with regard to tenure apply only to those faculty members appointed on a tenure track or tenure eligible position;

5. adoption of this resolution shall not confer on any current untenured faculty member any change in the probationary period established at the time of their initial appointment;
6. the precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated;
7. during the probationary period a faculty member should have the academic freedom that all other members of the faculty have;
8. termination of a continuous appointment because of financial exigency should be demonstrably bona fide;
9. any interpretive statements associated with the 1940 statement or incorporated in it, and any interpretive statements included in the 1995 Edition of the AAUP Policy Documents and Reports or developed subsequently do not apply unless adopted specifically by the Board of Directors upon positive recommendation of the University Faculty Senate;
10. in any case of conflict between policies and/or procedures contained in the Faculty Handbook (other than policies contained in Part A or B of this Section XXI) and any other document, including the 1940 Statement of Principles on Academic Freedom and Tenure, or any other AAUP document, the Faculty Handbook is the governing document at Georgetown University;
11. professional librarians have academic freedom but do not have tenure.

INDEX TO THE FACULTY HANDBOOK

Academic Freedom	16-17
Academic Freedom and Tenure (Appendix)	130
Administration	2
Senior Vice President	2
Associate Vice President, Auxiliary Services	4
Director of Athletics	4
Director of Internal Audit	4
Executive Director of Facilities and Student Housing	3
Special Assistant to the President for Affirmative Action Programs	3
University Architect & Executive Director of Facilities Planning	3
University Chaplain	3
University Counsel	3
Vice President and Chief Human Resources Office	4
Vice President for Information Services and Chief Information Officer	3
Senior Vice President and Secretary of the University	6
Vice President and Treasurer	4
Vice President for Alumni and University Relations	5
Vice President for Communications and Public Affairs	6
Admissions, Undergraduate, Dean of	9
Affirmative Action Grievances	56-61
Affirmative Action Programs, Special Assistant to the President for	3
Alumni and University Relations, Vice President of	5
Architect, University	3
Athletics, Director of	4
Auxiliary Services	4
Associate Vice President	4
Cabinet	2
Executive Committee	2
Chaplain, University	3

Communications and Public Affairs, Vice President for6

Computer Systems, Acceptable Use98-100

Conflicts of Interest, Financial75-92

 Conduct Permitted Only After Review and Approval79-82

 Conduct Presumptively Prohibited78-82

 Conduct Requiring Disclosure81

 Conflict of Interest Committee86

 Consulting79

 Definitions90-92

 Use of the University’s Name80

Constitution, Faculty Senate38-44

Counsel, University3

Deans of Schools12-13

Departments, Chairs of14-16

Directors, Board of1

Drug Free Workplace, Policy on107-110

Executive Vice Presidents8-12

 Health Sciences10-11

 Law Center Affairs12

Facilities and Student Housing, Executive Director of3

Fringe Benefits110-130

 Benefits Package110

 COBRA127

 Dental Plans123

 Disability Benefits116

 Family Care Leave112

 Flexible Benefits124

 Health Plans121

 Leave of Absence126

 Life Insurance115

 Retirement, Defined Contribution Plan118

 Termination or Ineligibility126

 Tuition Scholarships128

 U.S. Savings Bonds121

 Vision Care Plan126

Governance Bodies, Faculty13-14

Grievance Code, Faculty44-56

 Amendment56

 Applicability45-56

 Conciliation50

 Confidentiality48-56

 Grievable Matters46-56

 Grievance Code Committee47-56

 Notice46-47

 Procedure49-56

Grievances, Affirmative Action56-61

Grievances, Student Employment61

Grievances, Student, in Academic and Non-Employment Matters61

Human Resources4

 Vice President and Chief Human Resources Officer4

Information Services3

 Vice President for3

Internal Audit, Director of4

Inventions, Copyrights, Patents, and Technology Transfer61-74

 Copyrights70-72

 Definitions74-75

 Disclosure of Inventions65

 Disclosure, Initial and Annual82-84

 Dispute Resolution68

 Distribution of Financial Benefit68-70

 Inventions and Patents, Ownership of62-64

 Licensing of Inventions72-73

 Office of Technology Transfer64, 66-67

Kennedy Institute of Ethics9

Librarian, University9

Misconduct in Research, Alleged92-97

 Research Integrity Committee97

President1

 Assistant to2

 Cabinet2

Cabinet Executive Committee	2
Responsibilities	1-2
Provost	7
Associate Dean for International Education	9
Center for Intercultural Education and Development (CIED)	10
Dean of Students	9
Dean of Undergraduate Admissions	9
Dean of Student Financial Services	9
Kennedy Institute of Ethics	9
Responsibilities	7
University Librarian	9
University Registrar	8
Vice President for Planning and Institutional Research	8
Rank and Tenure	24-38
Applications for Tenure and Promotion, Submission	29
Procedures at the Departmental or School Level	30-34
Professional Standards	24
Professors, Emeritus	37-38
Professorships	36-37
Ranks, Definitions	25-26
Reconsideration, Request for	28
Tenure, defined	27-28
Registrar	8
Religious Tolerance	17
Research Integrity Committee	97
Rights and Responsibilities, Faculty	16-23
Academic Freedom	16-17
Confidentiality	17-18
Conflicts of Interest, Financial	22
Faculty Support	20-21
Fair Treatment	17
Indemnification of Faculty Members	22-24
Participation in Governance	19
Professional Activities, Outside	21-22
Religious Tolerance	17
Research	18
Sabbatical Leave	19-20

Service18

Teaching18-19

The Academic Year19

Senior Vice President2

Sexual Harassment and Consensual Sexual Relations100-101

Sexual Relationships Between Senior and Junior Members
of the University Community102-107

Students, Dean of9

Tuition Scholarships128-130

Vice President and Treasurer4