



**LOUISIANA STATE UNIVERSITY  
HEALTH SCIENCES CENTER IN  
NEW ORLEANS**

**FACULTY  
HANDBOOK**

**2008**

# PREAMBLE

It is the responsibility of faculty members to read and become familiar with the LSUHSC-NO Faculty Handbook. Although every effort is made to keep information and links in the Faculty Handbook up-to-date, faculty members should consult the referenced material to ensure accuracy.

As used in this Faculty Handbook the following apply.

- ☐ The term "employee" means academic employee or faculty member.
- ☐ The term "Medical Center" means Health Sciences Center.
- ☐ The term "Handbook" means the LSUHSC-NO Faculty Handbook.
- ☐ The term "Bylaws" means LSU Board of Supervisors Bylaws and Regulations.
- ☐ Generic masculine pronouns, such as he/him/his are used when addressing an "indefinite" or "undefined" individual and are used to address both male and female when the gender is unknown.

All faculty members are responsible for adhering to University regulations, as set forth in this Handbook, the LSU Bylaws and Regulations, LSU System Permanent Memoranda, and Chancellor's Memoranda.

Changes in policies that arise after the publication of the Handbook will be disseminated in writing or electronically to the Louisiana State University Health Sciences Center in New Orleans (LSUHSC-NO) community. Policy changes will be circulated by individual Deans and Department Heads to their respective faculties. Questions about interpretation of policy statements should be submitted to the Department Head, the Dean, or to the Chancellor's Office for clarification.

To receive email notice whenever an update is made to the Bylaws and Regulations, an LSUHSC-NO Chancellor's Memorandum or an LSU System Permanent Memorandum go to [Subscribe to Policies and Procedures](#).

The terms and provisions of this Faculty Handbook are subject to change by the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College and are effective as of the date amended unless otherwise stated.

# ACKNOWLEDGMENTS

Listed below are the committee members who have contributed their time and expertise to writing the LSUHSC-NO Faculty Handbook. Their valuable assistance and guidance are reflected in this Handbook.

- ☐ Sandra Carlin Andrieu, PhD, Associate Dean for Academic Affairs, Professor, General Dentistry, Dental Hygiene
- ☐ Nancy Buccola, MSN, Assistant Professor of Nursing
- ☐ John Dolan, RhD, Associate Dean for Academic Affairs in the School of Allied Health Professions, Professor, Rehabilitation Counseling
- ☐ Dianna H. Douglas, PhD, Associate Professor of Family Nursing
- ☐ Charles Hilton, MD, Associate Dean for Academic Affairs in the School of Medicine and Professor of Medicine
- ☐ Deborah Hunt, MEd, Director of Planning and Institutional Research
- ☐ Janis Letourneau MD, Associate Dean for Academic and Institutional Affairs in the School of Medicine and Professor of Surgery and Radiology
- ☐ Michael Levitzky, PhD, Professor of Physiology and Cardiopulmonary Science and Director of the Basic Science Curriculum
- ☐ John D. Mason, DDS, Assistant Professor, Periodontics
- ☐ Kathleen McDonough, PhD, Professor of Physiology and Associate Dean of the School of Graduate Studies
- ☐ Joseph Moerschbaeche, PhD, Chair of the Faculty Handbook Committee, Vice Chancellor for Academic Affairs and Dean of the School of Graduate Studies
- ☐ Andrew Pellett, PhD, Associate Professor of Cardiopulmonary Science
- ☐ Robert Richards, MD, Associate Professor of Medicine
- ☐ Stephanie Tortu, PhD, Associate Dean for Academic Affairs in the School of Public Health

Under the direction of the Vice Chancellor for Academic Affairs, the Director of Planning and Institutional Research periodically reviews the online Faculty Handbook to correct broken links and to add new PM and CM information. The date on the title page only changes when the Faculty Handbook Committee meets to review, edit, and revise the Handbook. The date of these reviews is reflected in the document's footer.

Hyperlinked text is indicated by a "dotted blue" underline.

# Table of Contents

1			
2			
3	<b>1.0</b>	<b>General Information</b> .....	1
4	<b>1.1</b>	Role Scope and Mission	
5	<b>1.2</b>	Policies and Procedures	
6	<b>1.2.1</b>	Policies and Procedures of the Board of Regents	
7	<b>1.2.2</b>	LSU System Bylaws	
8	<b>1.2.3</b>	LSU System Permanent Memoranda (PMs)	
9	<b>1.2.4</b>	LSUHSC-NO Chancellor’s Memoranda (CMs)	
10	<b>1.3</b>	LSUHSC-NO Strategic Plan 2003-2008	
11	<b>1.4</b>	Catalog/Bulletin	
12	<b>1.5</b>	Organizational Chart	
13	<b>1.6</b>	Human Resource Management	
14	<b>1.7</b>	Phone Numbers and Additional Information	
15	<b>1.8</b>	Parking	
16	<b>1.9</b>	Hazardous Waste & Environmental Health and Safety	
17	<b>1.10</b>	Auxiliary Enterprises	
18	<b>1.11</b>	Office of Research Services	
19	<b>1.12</b>	Institutional Review Board	
20	<b>1.13</b>	Animal Care	
21	<b>1.14</b>	Intellectual Property	
22	<b>1.15</b>	Technology Development	
23	<b>1.16</b>	Other Research Information	
24			
25	<b>2.0</b>	<b>Definition of Faculty</b> .....	16
26	<b>2.1</b>	Faculty Rank	
27	<b>2.2</b>	Academic Ranks	
28	<b>2.3</b>	Boyd Professorships	
29	<b>2.4</b>	Emeritus Ranks	
30	<b>2.5</b>	Employment of Retired LSU Personnel by LSU	
31	<b>2.6</b>	Administrators with Faculty Rank	
32			
33	<b>3.0</b>	<b>Faculty Appointments</b> .....	28
34	<b>3.1</b>	Tenure and Term Appointments, Academic Staff	
35	<b>3.2</b>	Part-time Academic Staff	
36	<b>3.3</b>	Basis of Pay	
37	<b>3.4</b>	Locus of Appointment	
38	<b>3.5</b>	Periods of Appointment	
39	<b>3.6</b>	Special Agreements	
40			
41	<b>4.0</b>	<b>Recruitment, Appointment, and Orientation</b> .....	32
42	<b>4.1</b>	Policies and Procedures, Introduction	

1	<b><u>4.2</u></b>	Authorization to Hire – Creation of Positions	
2	<b><u>4.3</u></b>	Authorization for Filling Vacant Positions	
3	<b><u>4.4</u></b>	Recruitment Policies and Procedures	
4	<b><u>4.5</u></b>	Appointments	
5	<b><u>4.5.1</u></b>	LSU System Equal Opportunity Policy	
6	<b><u>4.5.2</u></b>	LSUHSC-NO Equal Opportunity Policy	
7	<b><u>4.5.3</u></b>	Authority to Appoint and Promote	
8	<b><u>4.5.4</u></b>	Rank and Type of Appointment	
9	<b><u>4.5.5</u></b>	Appointment of Faculty Who Are Not Citizens	
10	<b><u>4.5.6</u></b>	School Policies	
11	<b><u>4.5.7</u></b>	Nepotism Policy	
12			
13	<b><u>5.0</u></b>	<b>Faculty Personnel Files</b> .....	36
14	<b><u>5.1</u></b>	Location of files	
15	<b><u>5.2</u></b>	Contents	
16	<b><u>5.3</u></b>	Confidentiality of Access	
17	<b><u>5.4</u></b>	Personal Data Changes	
18	<b><u>5.5</u></b>	Appeal Procedure Records	
19	<b><u>5.6</u></b>	Retention of Records	
20			
21	<b><u>6.0</u></b>	<b>Faculty Evaluations</b> .....	39
22	<b><u>6.1</u></b>	Introduction	
23	<b><u>6.2</u></b>	General Principles Regarding Evaluation of Faculty	
24	<b><u>6.3</u></b>	General Principles Regarding Evaluation of Academic Administrators	
25	<b><u>6.4</u></b>	Activities to be Evaluated	
26			
27	<b><u>7.0</u></b>	<b>Promotion</b> .....	43
28	<b><u>7.1</u></b>	Eligibility for Promotion	
29	<b><u>7.2</u></b>	Service Requirements for Promotion [Pm-23]	
30	<b><u>7.3</u></b>	Initiation of Promotion Process	
31	<b><u>7.4</u></b>	Promotion Review File	
32	<b><u>7.5</u></b>	Endorsements for Promotion	
33	<b><u>7.6</u></b>	Action on Promotion	
34	<b><u>7.7</u></b>	Multiple-Campus Appointments and Promotions	
35			
36	<b><u>8.0</u></b>	<b>Tenure</b> .....	47
37	<b><u>8.1</u></b>	Tenure Policy	
38	<b><u>8.2</u></b>	Tenure Policy as It Relates to Rank	
39	<b><u>8.3</u></b>	Initiation of Tenure Process	
40	<b><u>8.4</u></b>	Tenure Review File	
41	<b><u>8.5</u></b>	Endorsements for Tenure	
42	<b><u>8.6</u></b>	Action on Tenure	
43	<b><u>8.7</u></b>	Multiple-Campus Appointments – Tenure	

1 **9.0 Separation** ..... 52

2 **9.1** Resignation

3 **9.2** Retirement

4 **9.3** Termination for Cause

5 **9.3.1** Criteria for Termination

6 **9.3.2** Due Process Rights

7 **9.4** Retrenchment

8

9 **10.0 Faculty Rights, Duties, and Responsibilities**..... 57

10 **10.1** Academic Freedom

11 **10.2** The Statement of Professional Ethics

12 **10.3** Violation of the Statement of Professional Ethics

13 **10.4** LSUHSC-NO Code of Conduct

14 **10.5** Duties and Responsibilities of the Faculty

15 **10.5.1** Responsibilities of the Faculty

16 **10.5.2** Principal Occupation

17 **10.5.3** Course Offering and Content

18 **10.5.4** Class-Related Responsibilities

19 **10.5.5** Student Advising

20 **10.5.6** Service

21 **10.6** Legal and Ethical Considerations and Constraints

22 **10.6.1** Use of Copyrighted Material

23 **10.6.2** Sexual Harassment/Gender Discrimination

24 **10.6.3** Discrimination Policy

25 **10.6.4** Discrimination Investigation and Appeals Policy

26 **10.7** Reporting Misconduct in Research

27 **10.8** Drug Free Workplace/Workforce

28 **10.9** Fitness for Duty

29 **10.10** Procedures for Faculty Grievances/Appeals

30

31 **11.0 Faculty Development** ..... 81

32 **11.1** Sabbatical Leave

33 **11.2** Leave to Obtain Advanced Degree

34

35 **12.0 Outside Employment**..... 83

36 **12.1** Outside Employment of University Employees

37 **12.2** Contracts between the University and Its Faculty Members

## 1.0 GENERAL INFORMATION

Louisiana State University Health Sciences Center in New Orleans (LSUHSC-NO) is part of the Louisiana State University System. The LSU System was officially recognized with the passage of the implementing legislation (RS 17:3202 and 3301) for the 1974 Louisiana Constitution. The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College serves as the management Board for LSUHSC-NO. More information about the LSU System can be found on its home page at <http://www.lsusystem.lsu.edu/>.

The Board of Regents for Higher Education of the State of Louisiana was created by an enactment of the Constitution of 1974 and has jurisdiction over the Louisiana State University System. The Board of Regents has the power to do the following:

- ☐ Revise or eliminate existing programs, departments and divisions
- ☐ Study and/or recommend the creation of a new higher-education institution or management board
- ☐ Formulate and revise master plans for higher education
- ☐ Recommend budgets for all institutions of higher education to the Governor and the Legislature
- ☐ Perform all other duties as prescribed by law (Constitution of 1974, Article VIII, Section 5; Act 313 of the Louisiana Legislature, 1975 Regular Session.)

More information about the Board of Regents can be found on its homepage at <http://www.regents.state.la.us/>.

### 1.1 Role, Scope, and Mission

The mission of the Louisiana State University Health Sciences Center in New Orleans (LSUHSC-NO) is to provide education, research, and public service through direct patient care and community outreach. LSUHSC-NO comprises the Schools of Allied Health Professions, Dentistry, Graduate Studies, Medicine, Nursing, and Public Health.

LSUHSC-NO educational programs prepare students for careers as health care professionals and scientists. The Health Sciences Center disseminates and advances knowledge through State and national programs of basic and clinical research, resulting in publications, technology transfer, and related economic enhancements to meet the changing needs of the State of Louisiana and the nation.





LSUHSC-NO provides vital public service through direct patient care, including care of uninsured and indigent patients. Health care services are provided through LSUHSC-NO clinics in allied health, dentistry, medicine, nursing, and in numerous affiliated hospitals and clinics throughout Louisiana.

1 LSUHSC-NO provides referral services, continuing education, and information relevant  
2 to the public health of the citizens of Louisiana. In addition, LSUHSC-NO works  
3 cooperatively with two Area Health Education Centers (AHECs), whose programs  
4 focus on improving the number and distribution of health care providers in  
5 underserved rural and urban areas of Louisiana and on supporting existing rural  
6 health care providers through continuing education programs.

7  
8 More information about LSUHSC-NO can be found on the institution's homepage at  
9 <http://www.lsuhs.edu/>

## 11 **1.2 POLICIES AND PROCEDURES**

12  
13 LSUHSC-NO operates under numerous policies and procedures. Specifically, LSUHSC-  
14 NO operates under the following:

- 15  Policies and Procedures of the Board of Regents
- 16  LSU System Bylaws and Regulations
- 17  LSU System Permanent Memoranda (PM)
- 18  LSUHSC-NO Chancellors Memoranda (CM)

### 20 **1.2.1 Policies and Procedures of the Board of Regents**

21 <http://asa.regents.state.la.us/PP>

22  
23 Examples of Regent Policies and Procedures include the following:

- 24 [2.04](#) Letters of Intent for Projected New Academic Programs
- 25 [2.05](#) Review of Proposals for New Academic Programs/Units
- 26 [2.06](#) Board of Regents Reviews of Existing Academic Programs/Units

### 28 **1.2.2 LSU Board of Supervisors Bylaws and Regulations**

29 <http://www.lsusystem.lsu.edu/bylawsandregulations.html>  
30 or <http://www.lsuhs.edu/no/Administration/bylaws/>

31  
32 Of particular interest to faculty members, is ARTICLE VIII – Rights, Duties, and  
33 Responsibilities of The Academic Staff. Another specific area of interest is CHAPTER II  
34 – Appointments, Promotions, and Tenure.

### 36 **1.2.3 LSU System Permanent Memoranda (PMs)**

37 <http://www.lsuhs.edu/no/Administration/pm/> or  
38 <http://www.lsusystem.lsu.edu/permanentmemoranda.html>

39  
40 Specific PMs of interest to faculty members include the following:

- 41 [PM -05](#) Holiday Schedule
- 42 [PM-11](#) Outside Employment of University Employees
- 43 [PM-12](#) Educational Privileges for Full-Time Nonacademic & Other Academic  
44 Employees

- 1 [PM-13](#) University Travel Regulations
- 2 [PM-15](#) Copyright Guidelines Regarding Electronic Learning
- 3 [PM-16](#) Technology Transfer
- 4 [PM-23](#) Ranks, Provisions, and Policies Governing Appointments & Promotions
- 5 of the Academic Staff
- 6 [PM-24](#) Council of Faculty Advisors
- 7 [PM-33](#) Drug-Free Workplace & Drug Testing Policy
- 8 [PM-55](#) Equal Opportunity Policy
- 9 [PM-64](#) Intellectual Property - Distribution of Royalties and Other Matters
- 10 [PM-67](#) Contracts between the University and its Faculty Members
- 11 [PM-72](#) Obtaining Legal Services

12

13 **1.2.4 Chancellor’s Memoranda (CMs)**

14 <http://www.lsuhs.edu/no/Administration/cm/>

15

16 CMs of special interest to the faculty include the following:

- 17 [CM-09](#) Legal Consultation
- 18 [CM-10](#) Equal Employment Opportunity Policy Statement
- 19 [CM-11](#) Guidelines on Employment and Leave Relating to Pregnancy and
- 20 Childbirth
- 21 [CM-12](#) Nepotism Policy
- 22 [CM-23](#) Drug Free Workplace and Workforce
- 23 [CM-24](#) LSU Health Sciences Center New Orleans Policies and Procedures for
- 24 Faculty Appeals
- 25 [CM-25](#) Policy on AIDS (HIV) and Hepatitis Virus (HBV)
- 26 [CM-28](#) Educational Privileges of Health Sciences Center Non-Academic and
- 27 Academic Employees
- 28 [CM-31](#) The Relationship of Centers of Excellence to Departments, Schools,
- 29 and Units of Louisiana State University Health Sciences Center New
- 30 Orleans
- 31 [CM-34](#) Required Credentials for Faculty Employment
- 32 [CM-36](#) Guidelines for the Responsible Use of Alcohol at the LSU Health
- 33 Sciences Center
- 34 [CM-37](#) LSU Health Sciences Center New Orleans Campus Fitness for Duty
- 35 [CM-38](#) Substance Abuse Policy and Procedures LSU Health Sciences Center
- 36 New Orleans
- 37 [CM-40](#) Utilization of Legal Counsel
- 38 [CM-42](#) Information Technology (IT) Infrastructure
- 39 [CM-44](#) Violence in the Workplace Policy, and Workplace Violence Prevention
- 40 Plan
- 41 [CM-46](#) LSU Health Sciences Center New Orleans Fundraising Policy

- 1 [CM-48](#) LSU Health Sciences Center New Orleans Public Information & Media
- 2 Policy
- 3 [CM-49](#) Sexual Harassment / Gender Discrimination
- 4 [CM-50](#) Family and Medical Leave Policy
- 5 [CM-51](#) Policy on Hurricane Emergency Procedures for LSUHSC-New Orleans
- 6 [CM-52](#) Official Business Before Elected Officials
- 7 [CM-53](#) HIPAA Privacy Policy
- 8 [CM-54](#) Campus Research Space Policy for all Schools
- 9 [CM-57](#) Policy for Recoupment of Overpayments

10

11 **1.3 LSUHSC-NO STRATEGIC PLAN 2003-2008**

12

13 LSU Health Sciences Center in New Orleans has developed new strategic goals for this  
14 time of accelerated environmental change and leadership opportunity. These goals  
15 sharpen the focus on each mission area and align resources and activities toward  
16 successful implementation. Already established as Louisiana’s health leader through  
17 our educational, patient care, research and service programs and as one of  
18 Louisiana’s most powerful economic engines, LSU Health Sciences Center in New  
19 Orleans has charted a bold blueprint for advancement of the goals in this strategic  
20 plan located at <http://www.lsuhscc.edu/no/administration/strategicplan/>.

21

22 **1.4 CATALOG/BULLETIN**

23

24 The LSUHSC [Catalog/Bulletin](http://www.lsuhscc.edu/no/catalog/) is located at <http://www.lsuhscc.edu/no/catalog/>. In  
25 addition to this electronic format, the printed form of the current catalog is available  
26 from the LSU Health Sciences Center New Orleans Office of the Registrar located in  
27 the Library, Administration, and Resource Center on the first floor.

28

29 **1.5 ORGANIZATIONAL CHART**

30

31 A copy of the LSUHSC-NO organizational chart is located  
32 <http://www.lsuhscc.edu/no/administration/OrganizationalChart.aspx>

33

34 **1.6 HUMAN RESOURCE MANAGEMENT**

35

36 The Human Resource Management department for the LSU Health Sciences Center in  
37 New Orleans is located in the Library, Administration, and Resource Center at 433  
38 Bolivar Street on the sixth floor.

39

40 For information about attendance, leave, benefits, and insurance go to their website  
41 at <http://www.lsuhscc.edu/no/Administration/hrm/>.

42

1 **1.7** **PHONE NUMBERS AND ADDITIONAL**  
2 **INFORMATION**  
3

4 Go to <http://www.lsuohsc.edu/no/generalinformation/> to find information about the  
5 following:

- 6
- |    |                                       |    |                                 |
|----|---------------------------------------|----|---------------------------------|
| 7  | ☛ Campus Police                       | 13 | ☛ General Campus Numbers        |
| 8  | ☛ Computer Supporters                 | 14 | ☛ Help Desk Support Services    |
| 9  | ☛ Employee, Faculty, and Staff Phone  | 15 | ☛ Maps of New Orleans           |
| 10 | Numbers                               | 16 | ☛ Medical Education Commission  |
| 11 | ☛ Employee, Faculty, and Staff E-mail | 17 | ☛ Office of Compliance Programs |
| 12 | Addresses                             |    |                                 |

18  
19 **1.8** **PARKING**

20  
21 The LSUHSC-NO Downtown Parking Office is located on the first floor of the Nursing-  
22 Allied Health Building, 1900 Gravier Street. The LSUHSC-NO Dental School Parking  
23 Office is located in the Administration Building, on the Florida Avenue Campus. For  
24 more information, go to the [LSUHSC-NO Parking website](#).  
25

26 **1.9** **HAZARDOUS WASTE & ENVIRONMENTAL HEALTH**  
27 **AND SAFETY**

28  
29 The Office of Environmental Health and Safety is located on the second floor of the  
30 Residence Hall, 1900 Perdido Street. Key functions include the following:

- 31 ☛ Inspection of all university areas for potential fire and safety problems  
32 ☛ Issuance and control of radioactive materials licenses  
33 ☛ Development of control programs for biological and chemical agents  
34 ☛ Safe disposal of biohazardous, radioactive, and chemical wastes  
35 ☛ Health and safety education and training  
36 ☛ Establishment of procedures and standards related to safe work practices  
37 ☛ Maintenance of monitoring records for exposures to toxic substances, building  
38 safety inspections, incident/accident reports, radiation exposure levels, fire  
39 alarm tests, and fire exit drills  
40

41 For more information to <http://www.is.lsuohsc.edu/safety/>.  
42  
43

## 1.10 AUXILIARY ENTERPRISES

Auxiliary Enterprises administers the following areas.

- |   |  |    |                                  |
|---|--|----|----------------------------------|
| 4 | ■ Campus Office Stores                     | 9  | ■ Health Sciences Bookstore      |
| 5 | ■ Dental Bookstore and Science Supplies    | 10 | ■ Medical Center Stores          |
| 6 |  | 11 | ■ Microsystems Sales And Service |
| 7 | ■ Duplicating, Printing, Graphics Services | 12 | ■ Network Wiring                 |
| 8 |  |    |                                  |

For more information go to <http://www.auxent.lsuhscc.edu/>.

## 1.11 OFFICE OF RESEARCH SERVICES

The Office of Research Services is located on the second floor of the Library, Administration, and Resource Center at 433 Bolivar Street. In addition to assisting investigators in identifying funding opportunities, the Office of Research Services of LSU Health Sciences Center in New Orleans has the following responsibilities:

- Management of pre-award, sponsored project activity. All grant applications, research agreements, and clinical trial agreements are evaluated and routed for signatures.
- Management of the Institutional Review Board (IRB), which provides oversight for the protection of human subjects used in research.
- Management of the Institutional Animal Care and Use Committee (IACUC), which provides oversight for the welfare of animals used in research.

For more information go to <http://www.lsuhscc.edu/no/administration/rs/>.

## 1.12 INSTITUTIONAL REVIEW BOARD

Institutional Review Board (IRB) is located on the second floor of the Library, Administration, and Resource Center at 433 Bolivar Street. The IRB is responsible for reviewing all research projects involving the use of human subjects to determine the following:

- The risks to the subject are so outweighed by the sum of the benefits to the subject and the importance of the knowledge to be gained, as to warrant a decision to allow the subject to accept those risks.
- The rights and welfare of the subject are adequately protected.
- Legally effective informed consent is obtained by adequate and appropriate methods. As defined by federal regulations, IRB authority extends to any study using live human subjects, or data, or tissue collected from live humans. It is also an institutional policy that IRB approval must be obtained to collect and use in a study any tissue from a cadaver when that individual had been identified before death as a person from which tissue was needed for a research study.

1 To view the Guide to the Policies and Procedures of the Louisiana State University  
2 Health Sciences Center in New Orleans Institutional Review Board go to  
3 <http://www.lsuohsc.edu/no/Administration/rs/irb/>  
4

### 5 **1.13 ANIMAL CARE**

6  
7 The mission of the Division of Animal Care is to promote the health and well-being of  
8 people and animals everywhere by providing quality care of animals and support for  
9 scientists at LSUHSC-NO.  
10






11 The Division of Animal Care is located in the Trail Clinical Sciences Research Building,  
12 568-6090  
13

14 LSUHSC-NO Faculty and staff can find additional information about this division at  
15 <https://intranet.lsuohsc.edu/animalcare/Overview.htm>. Intranet access is password  
16 protected.  
17

### 18 **1.14 INTELLECTUAL PROPERTY**

19  
20 The issue of Intellectual Property is addressed in Section 7 of the LSU System Bylaws  
21 and Regulations (August 17, 2007). Go to  
22 <http://www.lsuohsc.edu/no/Administration/bylaws/>  
23 or <http://www.lsusystem.lsu.edu/bylawsandregulations.html>  
24

25 The Bylaws and Regulations covers the following topics:

- 26  General Policy on Intellectual Property
- 27  Definitions
- 28  Disposition of LSU Intellectual Property
- 29  LSU Works, LSU Software, LSU Databases, LSU Digital Media, and Course  
30 Materials
- 31  Confidential Materials

32  
33 Of particular interest, Section 7-4 of the Bylaws [excerpt] states that LSU releases to  
34 the respective author(s) all of LSU's interest in any copyright to a book, article,  
35 lecture, thesis, dissertation, other literary work, work of art, Course Material, or  
36 musical composition that would otherwise be an LSU Work; except that LSU's interest  
37 shall not be so released:

- 38 (i) if LSU publishes the work itself; or

- 1 (ii) if LSU publishes or produces a derivative work based on that work, where the  
2 derivative work is an audio, video, or digital production or broadcast, including  
3 by way of example video recordings of lectures, other recordings of lectures,  
4 distance learning activities, or other course-related activities; or
- 5 (iii) if LSU is required to deliver the work to a third party under a research  
6 contract or other contract between LSU and the third party.

7  
8 This release of certain rights to the author(s) does not apply to LSU Software or to  
9 LSU Databases. LSU reserves a nonexclusive, paid-up, royalty-free right to distribute  
10 copies of Course Materials, theses and dissertations, both internally and to third  
11 parties, whether by electronic means, microfilm, or otherwise.

12  
13 The Intellectual Property is also addressed in PM-64 issued in January 3, 1997. Go to  
14 <http://www.lsuohsc.edu/no/Administration/pm/pm-64.aspx>, or  
15 <http://www.lsusystem.lsu.edu/permanentmemoranda.html>

16  
17 PM-64 is presented below.

18  
19 The definitions of Chapter VII of the Regulations apply to this PM-64. The term  
20 "inventor" shall be construed to include an "author," if appropriate in a given context.  
21 Similarly, the term "invention" shall be construed to include a "copyright" or "other  
22 intellectual property," if appropriate in a given context.

23 A. Distributable Royalties

24 1. Basic Rule

25 Forty percent (40%) of all Distributable Royalties shall be paid to the  
26 respective inventors within thirty days of receipt, unless a different  
27 schedule is otherwise agreed in writing by LSU and any inventor. Ten  
28 percent (10%) of all Distributable Royalties shall be allocated to the  
29 Office of the President. The remaining fifty percent (50%) of all  
30 Distributable Royalties shall be allocated within the appropriate campus  
31 as directed by the Chancellor of that campus, except that none of this  
32 amount may be allocated directly to any individual. Exceptions to this  
33 basic rule are found in Sections 7-3(e) (1) and (3) of Chapter VII of the  
34 Bylaws.

35 On written request by an LSU inventor, a portion of that inventor's share  
36 of Distributable Royalties will be paid to any other LSU personnel who  
37 helped reduce the invention to practice.

38 2. Multiple Entities

39 The distribution of Distributable Royalties becomes more complicated  
40 when more than one inventor, department, or campus is involved. Such  
41 a situation can arise in several ways. A single invention may have  
42 several joint inventors. One joint inventor may be an LSU employee,  
43 while another joint inventor has no affiliation with LSU. An inventor may  
44 have a joint appointment with two departments or two campuses. A  
45 single license agreement may simultaneously license two or more

1 inventions. The distribution of Distributable Royalties in these situations  
2 will be proportional to certain presumed contributions to total

3  
4 Distributable Royalties by the different entities involved, as specified in  
5 the Appendix below.

6 B. Litigation Proceeds

7 Because of the expenses and risk inherent in litigation and other means of  
8 dispute resolution, that part of the LSU System which funds such expenses  
9 shall be entitled to recover double its legal and other associated expenses  
10 before any other distribution of Litigation Proceeds. After this recovery of  
11 double expenses, any excess Litigation Proceeds shall be distributed according  
12 to the formula used for Distributable Royalties.

13 C. Non-elected LSU Intellectual Property

14 If LSU elects not to pursue or maintain any item within the definition of LSU  
15 Intellectual Property, in LSU's discretion LSU (with the concurrence of any  
16 research sponsor, if necessary) may assign that item to the respective  
17 inventor(s). The President or his designee may exercise this authority.

18 D. Sponsored Research

19 1. LSU Elects to Retain Intellectual Property Rights

20 Any intellectual property rights that LSU retains under a sponsored  
21 research agreement will be deemed LSU Intellectual Property. All LSU  
22 personnel who participate in an authorized sponsored research  
23 agreement must comply with the terms and conditions of the agreement  
24 concerning intellectual property, and shall take appropriate steps to  
25 preserve LSU's intellectual property rights under the agreement. In  
26 particular, such personnel must comply with the contractual reporting  
27 requirements regarding disclosure of any invention made under research  
28 sponsored by a federal agency.

29 To protect LSU's rights in inventions made under research sponsored by  
30 a federal agency, additional procedures shall be followed to ensure that  
31 timely disclosures and elections are submitted to federal funding  
32 agencies:

- 33 a. The officer responsible for technology transfer at each campus  
34 shall promptly review each initial disclosure document filed by any  
35 LSU personnel with that officer, and in consultation with the  
36 researcher(s), shall determine the pertinent source(s) of funding.  
37 For each invention made under research sponsored by a federal  
38 agency, the technology transfer officer shall submit a written  
39 disclosure of the invention to the appropriate federal funding  
40 agency within two months of the technology transfer officer's  
41 receipt of the initial disclosure of the invention.

1           b.     Each patent attorney or patent agent responsible for drafting and  
2                     filing any new LSU patent application (whether a patent attorney  
3                     on contract with LSU, a patent attorney for an LSU licensee, or  
4                     otherwise) shall be instructed in all cases to ascertain from the  
5                     inventor(s) the source of any pertinent funding, and where  
6                     appropriate to include at the beginning of the specification of the  
7                     patent application a statement acknowledging the federal  
8                     sponsor. Where such a statement is appropriate,  
9                     contemporaneously with filing the patent application the patent  
10                    attorney shall notify the federal funding agency that LSU elects to  
11                    retain title to the invention, and shall simultaneously send to the  
12                    agency a copy of the application as filed. If either the patent  
13                    attorney or the campus technology transfer officer realizes that  
14                    more than two years may lapse between the initial disclosure to  
15                    the funding agency and the filing of the patent application, the  
16                    two shall confer to discuss the reasons underlying the delay; if the  
17                    campus technology transfer officer decides under the  
18                    circumstances that LSU should elect to take title, the campus  
19                    technology transfer officer shall so notify the funding agency  
20                    before the second anniversary of the initial disclosure to the  
21                    agency.

22           2.     LSU Elects Not to Retain Title to or Not to Pursue Patent Protection for a  
23                    Federally-Funded Invention.

24                    To comply with federal law, the following procedures should be followed  
25                    if LSU elects not to retain title, or elects to abandon patent protection for  
26                    a federally-funded invention:

27           a.     If LSU elects not to retain title to a federally-funded invention, the  
28                    federal agency should be notified in writing within two years of  
29                    the initial disclosure to the agency. If LSU elects not to retain title  
30                    to a federally-funded invention, LSU may not assign, even to the  
31                    inventor, any rights to the invention without the approval of the  
32                    federal agency.

33           b.     After electing to take title to a federally-funded invention and  
34                    filing a patent application, LSU should notify the federal agency of  
35                    any decision to discontinue prosecuting the application, not to pay  
36                    maintenance fees on an issued patent, or not to defend in a re-  
37                    examination or opposition proceeding. The patent attorney  
38                    handling the application or patent should notify the federal agency  
39                    at least thirty days before the last day on which action may be  
40                    taken to prevent abandonment.

1           3.     LSU Elects To Retain Title to Unpatented Biological Material

2           If the federal funding agency is the National Institutes of Health (NIH),  
3           and if the federally-funded invention is a biological material, under NIH  
4           guidelines LSU may elect to retain title and the right to license the  
5           biological materials, even if they are unpatented. To retain title to such  
6           unpatented biological materials, LSU must comply with certain terms  
7           and conditions set by NIH, including the following: (a) the campus  
8           technology transfer officer must make a written request to NIH for LSU  
9           to retain title; (b) information describing the materials must be made  
10          publicly available, for example by publication; and (c) LSU's licensing  
11          activities must ensure that the biological materials remain available to  
12          the nonprofit research community.

13        E.     Restrictions on Publication

14          Research sponsors and intellectual property licensees frequently request  
15          restrictions on publications of relevant subject matter. Before LSU can consent  
16          to any such restrictions on publication, both of the following conditions must be  
17          satisfied: (1) the restrictions must be tailored to be the least restrictive  
18          conditions which will satisfy the legitimate concerns of the sponsor or licensee;  
19          and (2) the consent must be obtained of all LSU personnel likely to be affected  
20          by the proposed restrictions on publications.

21  
22        

Appendix

23  
24        Multiple Entities

25  
26          Following are the details regarding presumed contributions to Distributable Royalties in the  
27          case of multiple entities under Section A (2) above:

- 28  
29        1.     By contract, negotiation, litigation, or otherwise, LSU and any other party not affiliated with  
30            LSU shall resolve any apportionment issue between LSU and that other party. Only LSU's  
31            part of this apportionment may be considered "Distributable Royalties."  
32  
33        2.  
34            a.     Each invention associated with particular total revenues (e.g., each patent or patent  
35                application licensed in a single license agreement), in the absence of any agreement  
36                by LSU providing the contrary, shall be presumed to have contributed equally to  
37                those total revenues (not just to Distributable Royalties).  
38            b.     For each invention, each LSU joint inventor shall be presumed to have contributed  
39                equally to Distributable Royalties for that invention.  
40            c.     The respective contributions to Distributable Royalties from different departments or  
41                campuses shall be presumed to be the sum of the contributions thus determined for  
42                the inventors associated with each department or campus. If one inventor has  
43                appointments with more than one department or campus, each such department or  
44                campus shall be deemed to participate equally in the departmental or campus  
45                contribution to Distributable Royalties associated with that inventor, unless the  
46                invention concerned clearly resulted from work done by that inventor in association  
              with only one of the departments or campuses.

1 d. No predetermined formula for allocating Distributable Royalties can do justice in all  
2 cases. By unanimous written consent of all affected persons or entities, the above  
3 proportions may be modified. If the above proportions are felt to be inequitable in a  
4 given case, and the affected parties cannot agree on different proportions, the  
5 Chancellor or the Chancellor's designee (if more than one campus is involved, the  
6 President or the President's designee) shall make an allocation among the parties  
7 based on the merits of the individual case. This allocation by the Chancellor or  
8 President shall be final and unappealable.

9 The following hypothetical example will illustrate these principles for handling royalties in  
10 the case of multiple entities, in the absence of an agreement providing a different  
11 distribution.

12  
13 Example

14 \$100,000 in total revenue has been received under a single license for four inventions:  
15 Invention 1, Invention 2, Invention 3, and Invention 4. The license agreement does not  
16 allocate royalties among the four inventions.

17  
18 Invention 1 was conceived by A and B. Invention 2 was conceived by B, C, and D.  
19 Invention 3 was conceived by A, B, and E. Invention 4 was conceived by C.

20  
21 Inventors A and B are in department X on campus Q.

22 Inventor C has a joint appointment with departments X and Y on campus Q.

23 Inventor D is in department Z on campus R.

24 Inventor E is employed by W Corporation.

25  
26 Invention 3 was conceived by A, B, and E during joint research by LSU and W Corporation.  
27 Separate negotiations between LSU and W Corporation have established that W Corporation's  
28 share of licensing revenues from this license agreement will be 10% of the total revenue. W  
29 Corporation has no rights in inventions 1, 2, and 4.

30  
31 Distribution

32 1. W Corporation receives its 10% of total revenues, or \$10,000. Then \$90,000 in  
33 Distributable Royalties remain.

34 2.

35 a. The Office of the President receives 10% of total Distributable Royalties, or \$9,000.

36 b. Each of the four inventions is presumed to have contributed equally, or \$25,000  
37 each, to total revenues. The Distributable Royalties for Inventions 1, 2, and 4 are  
38 thus \$25,000 each. Because of the payment of \$10,000 to W Corporation,  
39 Distributable Royalties for Invention 3 are \$15,000.

40 c. For each invention, each LSU joint inventor is presumed to have contributed  
41 equally to the Distributable Royalties received for that Invention. Thus, these  
42 "contributions" are:

43 Invention 1,  $1/2 \times \$25,000 = \$12,500$  each for A and B

44 Invention 2,  $1/3 \times \$25,000 = \$8,333$  each for B, C, and D

45 Invention 3,  $1/2 \times \$15,000 = \$7,500$  each for A and B

46 Invention 4, all \$25,000 for C  
47

1 The total contributions to Distributable Royalties allocated to each LSU inventor are  
2 thus:

3 A Invention 1 \$12,500  
4 Invention 3 7,500  
5 \$20,000  
6

7 B Invention 1 \$12,500  
8 Invention 2 8,333  
9 Invention 3 7,500  
10 \$28,333  
11

12  
13 C Invention 2 \$ 8,333  
14 Invention 4 25,000  
15 \$33,333  
16

17 D Invention 2 \$ 8,333  
18

19 The inventors are entitled to 40% of their respective "contributions,"  
20 i.e., A — \$8,000; B — \$11,333; C — \$13,333; and D— \$3,333.  
21

- 22 d. The departments' and campuses' "contributions" to Distributable Royalties are the sum  
23 of the "contributions" for their respective personnel, reduced (as in the case of C) if  
24 necessary for any joint appointments. The department "contributions" are thus:  
25

26 X — A, B, and half of C = \$20,000 + 28,333 + (1/2)(\$33,333) = **\$65,000**

27 Y — half of C = ½ (\$33,333) = **\$16,667**

28 Z — D = **\$16,667**  
29

30 Similarly, the campus "contributions" are:

31 Q — A, B, and C = \$20,000 + \$28,333 + \$33,333 = **\$81,667**

32 R — D = **\$8,333**  
33

34 The campuses' net share of Distributable Royalties is 50% of their respective  
35 contributions, i.e., Q — \$40,833; and R — \$4,167. The distribution of these amounts  
36 within the campuses shall be as directed by the Chancellors of campuses Q and R. Any  
37 departmental shares of Distributable Royalties should (in general) be proportional to  
38 their total "contributions." In other words,  
39

40 X would receive  $\$65,000/\$81,667 = 79.6\%$  of the departmental share

41 Y would receive  $\$16,667/\$81,667 = 20.4\%$  of the departmental share.  
42  
43

1 e. Thus the total \$100,000 received is distributed as follows:

2	A	\$8,000	B	\$11,333
3	C	\$13,333	D	\$3,333
4	Q	\$40,833	R	\$4,167
5	President's Office			\$9,000
6	W Corporation			\$10,000

7  
8 The share of campuses Q and R are further distributed within those campuses as  
9 directed by their respective Chancellors.

10  
11 Note: For many license agreements the relative distribution percentages will be  
12 constant over time, and will thus only have to be calculated once, and not separately  
13 for each new payment received. Also note that the above example was deliberately  
14 chosen to be more complex than is typical to illustrate the principles involved.  
15  
16

## 17 **1.15 TECHNOLOGY DEVELOPMENT**

18  
19 The primary responsibility of the Office of Technology Development is to facilitate  
20 faculty, staff, and students, whose research leads to inventions, with the process of  
21 transferring significant novel intellectual property from the laboratory to the market  
22 place. Additionally, the Office assists in establishing and enabling the relationships  
23 necessary for certain aspects of research and collaboration to occur, including Material  
24 Transfer Agreements, Confidential Disclosure Agreements, and Inter-Institutional  
25 Agreements. Go to <http://www.lsuohsc.edu/no/administration/otd/> for more  
26 information.  
27

28 The following Louisiana State University System Permanent Memoranda and  
29 LSUHSC-NO Chancellor's Memoranda pertain to Technology Development and  
30 Transfer.  
31

32 [PM-11](#) - Outside Employment of University Employees

33 [PM-16](#) - Technology Transfer

34 [PM-64](#) - Intellectual Property: Distribution of Royalties and Other Matters

35 [PM-67](#) - Contracts between the University and its Faculty Members

36 [CM-35](#) - Significant Financial Interests  
37  
38  
39

1 **1.16** **OTHER RESEARCH INFORMATION**

2  
3  
4  
5  
6  
10  
11  
12

For information about Academic Research on such topics as

Academic Research Departments	7 Core and Shared Equipment
Centers of Excellence	8 General Clinical Research Center
Clinical Trials	9 Research Enhancement Fund

go to <http://www.lsuhs.edu/no/research/>.

## 2.0 DEFINITION OF FACULTY

### 2.1 FACULTY RANK

[Excerpt from Bylaws, Section 2-1, August 17, 2007]

<http://www.lsuohsc.edu/no/Administration/bylaws/>

or <http://www.lsusystem.lsu.edu/bylawsandregulations.html>

Academic employees of the Louisiana State University System are grouped as follows:

- (a) Faculty. Full-time members of the academic staff on the various campuses with the rank of instructor or above and equivalent ranks.
- (b) Other Academic. Part-time members of the academic staff, members of the academic staff below the rank of instructor or equivalent; professional personnel of the Cooperative Extension Service and other personnel with academic responsibilities not holding faculty rank.

### 2.2 ACADEMIC RANKS

[Excerpt from PM-23, May 31, 2002]

<http://www.lsuohsc.edu/no/Administration/pm/pm-23.aspx>

<http://www.lsusystem.lsu.edu/permanentmemoranda.html>

#### **Full-Time Academic Ranks**

Academic personnel employed on a full-time basis by the University System shall be recognized by one of the following ranks:

##### **1. Associate**

Criteria: Personnel who are employed primarily for research assignments, whose duties and responsibilities are essentially the same level as those of Instructor are appointed to the rank of Associate. Associates are expected to perform specialized research, instructional, extension, service, or artistic routines under the supervision of a member of the professorial ranks. The individual must have graduated from a regionally accredited college or university or have extensive (4 or more years) research, instructional, extension, or artistic experience in the subject or a closely related area.

Faculty Status: This rank does not carry faculty status. A change in rank from Associate to Instructor shall be regarded as an appointment to the faculty and not as a promotion.

Tenure and Appointments: Associates do not earn tenure and are appointed for a specified term.

Educational Provisions: Refer to PM-12 Educational Privileges for Full-Time Nonacademic & Other Academic Employees, 12/12/2000.

<http://www.lsuohsc.edu/no/Administration/pm/pm-12.aspx> or

<http://www.lsusystem.lsu.edu/permanentmemoranda.html>

1 **2. Library Associate**

2  
3 Criteria: The individual must have graduated from a regionally accredited college or  
4 university or have extensive (4 or more years) library experience. Library  
5 Associates are expected to perform the simpler and specialized library routines  
6 under the supervision of a professional librarian.

7  
8 Faculty Status: The same as for Associate

9  
10 Tenure and Appointment: The same as for Associate

11  
12 Educational Provisions: Refer to PM-12 Educational Privileges for Full-Time  
13 Nonacademic & Other Academic Employees, 12/12/2000.

14 <http://www.lsuhs.edu/no/Administration/pm/pm-12.aspx> or  
15 <http://www.lsusystem.lsu.edu/permanentmemoranda.html>

16  
17 **3. Instructor**

18  
19 Criteria: Individuals appointed to this rank normally should possess the highest  
20 degree requisite in the subject matter area (a minimum of a master's degree). Each  
21 department, in collaboration with the dean of its college, should establish definite  
22 standards to indicate what degree it considers requisite for the rank of Instructor.  
23 In addition to the above academic requirement, the individual should show promise  
24 of the ability to perform successfully the duties (teaching, research extension, or  
25 other scholarly activity) for which he/she was employed or which may be assigned  
26 in the future.

27  
28 Faculty Status: The rank of Instructor carries faculty status.

29  
30 Tenure and Appointment: Instructors do not earn tenure and are appointed for a  
31 specified term.

32  
33 Educational Provisions: Individuals may petition (through channels to the  
34 Chancellor) to register for undergraduate and/or graduate courses. Each petition  
35 shall be evaluated on its own merit. Major factors in determining the course load to  
36 be allowed shall be the employee's work load as shown on the appointment form  
37 and the relationship of the proposed course to the employee's work assignment.  
38 Normally, individuals will not be permitted to register for more than one course  
39 during regular working hours.

40  
41 **4. General Librarian**

42  
43 Criteria: Minimum qualifications include graduation from a regionally accredited  
44 college or university, plus a degree from a library school accredited by the  
45 American Library Association, plus library experience.

46  
47 The individual is expected to perform, under supervision, library tasks of a complex  
48 nature and to exercise responsible judgement in administering library routine.

1 Faculty Status: The same as for Instructor.

2  
3 Tenure and Appointment: The same as for Instructor.

4  
5 Educational Provisions: Individuals may petition (through channels to the  
6 Chancellor) to register for undergraduate and/or graduate courses. Each petition  
7 shall be evaluated on its own merit. Major factors in determining the course load to  
8 be allowed shall be the employee's work load as shown on the appointment form  
9 and the relationship of the proposed course to the employee's work assignment.  
10 Normally, individuals will not be permitted to register for more than one course  
11 during regular working hours.

## 12 **5. Assistant Professor**

13  
14  
15 Criteria: The individual shall meet the standards which govern appointment to the  
16 rank of Instructor and shall normally possess the commonly accepted terminal  
17 degree in the subject matter area. In addition, the person should exhibit clear  
18 evidence of potential for excellence in teaching, research, extension, or other  
19 scholarly activity.

20  
21 Faculty Status: Assistant Professors have faculty status.

22  
23 Tenure and Appointment: Term appointments at this rank are to be for one, two, or  
24 three years. During the sixth year of service in rank as an Assistant Professor, a  
25 "pre-tenure review" will be conducted to evaluate the individual's performance so  
26 that before the end of the sixth year of service the individual will be informed of the  
27 University's position regarding his/her retention. Upon reappointment after seven  
28 (7) years of service in rank on a particular campus, tenure is automatic and  
29 appointments are for an indefinite period of time. Individuals at this rank who are  
30 paid from grant or contract funds shall not acquire tenure through the passage of  
31 time but may become tenured only by specific individual recommendation through  
32 appropriate channels and approval by the President.

33  
34 Educational Provisions: Individuals may petition (through channels to the  
35 Chancellor) to register for undergraduate and/or graduate courses. Each petition  
36 shall be evaluated on its own merit. Major factors in determining the course load to  
37 be allowed shall be the employee's work load as shown on the appointment form  
38 and the relationship of the proposed course to the employee's work assignment.  
39 Normally, individuals will not be permitted to register for more than one course  
40 during regular working hours.

41  
42 Persons holding a rank above the level of Instructor (or an equivalent rank) may  
43 not become a candidate for an earned degree on the campus of employment.

## 44 **6. Assistant Librarian**

45  
46  
47 Criteria: Minimum qualifications include graduation from a regionally accredited  
48 college or university, plus a degree from a library school accredited by the  
49 American Library Association, plus varied experience in college and university

1 libraries. A graduate degree in a subject field, in addition to the graduate degree in  
2 library science, is desirable for this rank. Individuals are under the supervision of a  
3 library administrator to supervise the work of professional and nonprofessional  
4 assistants and to aid in the development of materials and services to meet the  
5 instructional, research, and extension needs of the University.

6  
7 Faculty Status: The same as for Assistant Professor.

8  
9 Tenure and Appointment: The same as for Assistant Professor.

10  
11 Educational Provisions: The same as for Assistant Professor.

## 12 **7. Associate Professor**

13  
14  
15 Criteria: The individual shall meet the standards which govern appointment and  
16 promotion to the rank of Assistant Professor. In addition, he/she shall have  
17 established a consistently good reputation as a scholar and have demonstrated a  
18 high quality of productivity. Normally, the individual will have served at least three  
19 (3) years as an Assistant Professor.

20  
21 Faculty Status: Associate Professors are senior members of the faculty.

22  
23 Tenure and Appointment: Initial appointments of Associate Professors who join the  
24 campus at that rank and their subsequent reappointments may be made for a  
25 specified term through not more than five (5) years of total service on that campus.  
26 Persons promoted to the rank of Associate Professor after less than five years of  
27 service on the campus may be continued to term appointment no more than the  
28 fifth year. Individuals paid from grant or contract funds do not acquire tenure  
29 through the passage of time but may become tenured only by specific individual  
30 recommendation through appropriate channels and approval by the President. With  
31 the exceptions noted above, Associate Professors are tenured and are appointed for  
32 an indefinite period of time.

33  
34 Educational Provisions: The same as Assistant Professor.

35  
36 \*Exemptions to the rules pertaining to tenure and term appointments at the  
37 Pennington Biomedical Research Center and the Paul M. Hebert Law Center are  
38 found in Chapter II, Section 2.7 of the Bylaws and Regulations of the LSU Board of  
39 Supervisors.

## 40 **8. Associate Librarian**

41  
42  
43 Criteria: Same as for Assistant Librarian. In addition, this rank calls for proven  
44 administrative qualities of leadership, and other personal and academic  
45 qualifications should be contributing factors. The individual, as delegated by the  
46 Director of the Library, assists in the administration of major areas of library service  
47 and contributes to the formulation and execution of an effective library program.

48  
49 Faculty Status: The same as for Associate Professor.

1 Tenure and Appointment: The same as for Associate Professor.

2  
3 Educational Provisions: The same as for Assistant Professor.

## 4 5 **9. Professor**

6  
7 Criteria: Individuals appointed or promoted to the rank of Professor shall possess all  
8 of the criteria and meet all of the standards for Associate Professor. He/she shall  
9 have demonstrated an excellence in teaching, research, extension, and/or other  
10 scholarly activity in the subject matter area. The faculty member shall have  
11 established a commendable academic reputation through publications, extension  
12 educational outreach and service, or other creative work. Normally, the individual  
13 will have had at least five (5) years of successful service as an Associate Professor.

14  
15 Faculty Status: Professors are senior members of the faculty.

16  
17 Tenure and Appointment: Initial appointments of Professors who join the campus at  
18 that rank and their subsequent reappointments may be made for a specific term  
19 through not more than five (5) years of total service on that campus. Persons  
20 promoted to the rank of Professor after less than five years of service on the  
21 campus may be continued to term appointment no more than the fifth year.  
22 Individuals paid from grant or contract funds do not acquire tenure through the  
23 passage of time but may become tenured only by specific individual  
24 recommendation through appropriate channels and approval by the President. With  
25 the exceptions noted, Professors are tenured and are appointed for an indefinite  
26 period of time.

27  
28 Educational Provisions: The same as for Assistant Professor.

29  
30 \* Exemptions to the rules pertaining to tenure and term appointments at the  
31 Pennington Biomedical Research Center and the Paul M. Hebert Law Center are  
32 found in Chapter II, Section 2.7 of the Bylaws and Regulations of the LSU Board of  
33 Supervisors.

## 34 35 **10. Librarian**

36  
37 Criteria: Minimum qualifications are the same as for Associate Librarian. In  
38 addition, this rank calls for extensive administrative experience in which  
39 responsibility and judgement of an independent nature are required. The individual  
40 should be capable of exercising the top administrative functions of the library.  
41 Librarians assist in the administration of all aspects of library service and operation  
42 and share in the formulation and execution of policy.

43  
44 Faculty Status: The same as for Professor.

45  
46 Tenure and Appointment: The same as for Professor.

47  
48 Educational Provisions: The same as for Assistant Professor.

1 **11. Assistant Professor, Full-Time Affiliate (FTA)**  
2 **Associate Professor Full-Time Affiliate (FTA)**  
3 **Professor, Full-Time Affiliate (FTA)**  
4

5 Criteria: Individuals employed jointly by the Medical Center and an affiliated  
6 hospital who have academic responsibilities equivalent to the full-time University  
7 faculty may be designated as Full-Time Affiliate Faculty.  
8

9 Faculty Status: Full-Time Affiliate Faculty are members of the faculty.  
10

11 Tenure and Appointment: Full-Time Affiliate Faculty are appointed for term  
12 appointments of one, two or three years and are not eligible for tenure. Those who  
13 are gratis or whose University contribution to salary is less than 25 percent shall be  
14 considered as volunteer faculty insofar as employee benefits are concerned.  
15 However, if the University contributes 25 percent or more of their total salary, the  
16 percentage of University contribution should be indicated and employee benefits  
17 appropriate to that percentage provided.  
18

19 Educational Provisions: The same as for Assistant Professor.  
20

21 **12. "Professional"-in-Residence**  
22

23 \* Note: This Rank does not pertain to LSUHSC-NO.  
24

25 **13. Visiting Instructor**  
26 **Visiting Assistant Professor**  
27 **Visiting Associate Professor**  
28 **Visiting Professor**  
29

30 Criteria: These courtesy titles are to be given to visitors from another institution of  
31 higher education who are on a temporary duty assignment with a component of the  
32 LSU System. The individual shall be given the equivalent academic rank as assigned  
33 by his/her home institution with the designation, "Visiting", added to the title.  
34

35 Faculty Status: Individuals holding these ranks are not given the right to vote in  
36 faculty matters.  
37

38 Tenure and Appointment: Tenure is not awarded to individuals holding these ranks.  
39 Employees holding these ranks are to be given term appointments not to exceed  
40 one year in length.  
41

42 Educational Provisions: The same as for Assistant Professor.  
43

44 **14. Assistant Curator**  
45

46 \* Note: This Rank does not pertain to LSUHSC-NO.  
47

1 **15. Designated Professorships**

2  
3 Criteria: Appointment to the rank of Boyd Professor, Alumni Professor,  
4 Distinguished Professor, or any other designated professorships are governed by  
5 rules and regulations developed specifically for those purposes.

6  
7 Faculty Status: Designated Professors are senior members of the faculty.

8  
9 Tenure and Appointment: See specific rules and regulations for that particular  
10 designated professorship.

11  
12 Educational Provisions: The same as for Assistant Professor.

13  
14 **16. Postdoctoral Researcher**  
15 **Senior Postdoctoral Researcher**  
16 **Instructor - Research or Extension**  
17 **Assistant Professor - Research or Extension**  
18 **Associate Professor - Research or Extension**  
19 **Professor - Research or Extension**

20  
21 Criteria: Only individuals whose primary responsibility is conducting research or  
22 extension education and who often are paid from grant or contract funds are to be  
23 appointed to these ranks. (A) Persons appointed to the rank of Postdoctoral  
24 Researcher must possess a Ph.D. or equivalent degree. They are expected to assist  
25 and perform specialized research routines under the general supervision of a  
26 member of the professorial ranks. (B) Senior Postdoctoral Researchers must  
27 possess a Ph.D. or equivalent degree and shall normally have a minimum of three  
28 years postdoctoral experience in a laboratory or in extension education. Persons  
29 appointed to this rank are expected to perform independent research or extension  
30 service under the direction of a member of the professorial staff. (C) Instructor -  
31 Research or Extension must possess a Bachelor's degree and usually would have a  
32 minimum of a Master's degree. Persons appointed to this rank are expected to  
33 engage in research or extension related activities under the general supervision of a  
34 member of the professorial ranks. (D) Appointees to the rank of Assistant Professor  
35 - Research or Extension must possess a Ph.D. or equivalent degree and shall  
36 normally have at least five years of postdoctoral experience in a research laboratory  
37 or five years experience as an extension professional. In addition, the individual is  
38 expected to meet the standards which govern appointment to the rank of Assistant  
39 Professor, excluding the instructional criteria. (E) A Ph.D. or equivalent degree and  
40 a minimum of nine years of postdoctoral experience in a research laboratory or nine  
41 years of experience as an extension professional is normally required for  
42 appointment as an Associate Professor - Research or Extension. The individual is  
43 also expected to meet the standards for appointment as Associate Professor,  
44 excluding the instructional criteria. (F) Persons appointed to Professor - Research or  
45 Extension must possess a Ph.D. or equivalent degree and shall normally have a  
46 minimum of 12 years postdoctoral experience in a research laboratory or 12 years  
47 experience as an extension professional. Also the individual should meet the same  
48 standards for appointment as Professor, excluding the instructional criteria.

1 Faculty Status: Individuals appointed to these ranks shall have the same faculty  
2 status as the respective professorial rank, except that these individuals may not  
3 vote on academic standards or policy matters.

4  
5 Tenure and Appointment: Individuals in these ranks do not acquire tenure through  
6 the passage of time and may become tenured only by specific individual  
7 recommendation through appropriate channels and approval by the President. If an  
8 individual in one of these ranks is temporarily switched from grant or contract funds  
9 to permanent funds, that time does not count toward tenure unless specifically  
10 approved through channels by the President.

11 Educational Provisions: The same as for Assistant Professor.

12  
13  
14 **17. Assistant Professor of Clinical \_\_\_\_\_ \***  
15 **Associate Professor of Clinical \_\_\_\_\_ \***  
16 **Professor of Clinical \_\_\_\_\_ \***

17  
18 \*Any clinical specialist (i.e., Medicine, Psychology, Pedodontics, etc.)

19  
20 Criteria: This is a non-tenure track for full-time faculty in the clinical sciences who  
21 are effective in teaching and service programs and are essential for patient care,  
22 but whose research publications or scholarly activity does not warrant appointment  
23 or promotion to tenured positions.

24  
25 Faculty Status: Individuals appointed to these ranks have the same faculty status  
26 as full-time members of the faculty with equivalent rank.

27  
28 Tenure: Tenure is not awarded to individuals holding these ranks. Term  
29 appointments are made not to exceed one year.

30 Educational Provisions: The same as for Assistant Professor.

31  
32  
33 **18. Assistant Professor-Professional Practice**  
34 **Associate Professor-Professional Practice**  
35 **Professor-Professional Practice**

36  
37 \* Note: This Rank does not pertain to LSUHSC-NO.

38  
39 **19. LSU Agricultural Center Extension Agents**

40  
41 \* Note: This Rank does not pertain to LSUHSC-NO.

## Part-Time Academic Ranks

Academic personnel employed on a part-time basis by the University System shall be recognized by one of the following ranks:

**1. Associate, Part-Time  
Instructor, Part-Time  
Assistant Professor, Part-Time  
Associate Professor, Part-Time  
Professor, Part-Time**

Criteria: Individuals who meet the criteria and standards for designation at a specific full-time academic rank, but who are employed on less than a 100-percent basis by a component of the University System, are to be accorded one of the respective ranks listed above.

Faculty Status: As a class, individuals with the rank of Instructor, Part-time; Assistant Professor, Part-time; Associate Professor, Part-time; and Professor, Part-time may be enfranchised to the degree deemed appropriate by the faculty unit (i.e., System, campus, college, division, or department).

Tenure and Appointment: Personnel holding one of the above ranks do not receive tenure. Appointments at these ranks are made for terms not to exceed one academic or fiscal year in length.

Educational Provisions: The same as for Assistant Professor, full-time.

**2. Adjunct Instructor  
Adjunct Assistant Professor  
Adjunct Associate Professor  
Adjunct Professor**

Criteria: These ranks are to be conferred upon those individuals whose Primary employment is outside the department, but who make substantial contributions to the instructional, extension, and/or research programs of the LSU System. Recommendations for such ranks are to be made in the same manner as for the equivalent full-time rank.

Faculty Status: Personnel appointed to one of these ranks are not allowed to vote on faculty matters.

Tenure and Appointment: Tenure is not awarded to individuals in these ranks. Term appointments not to exceed one academic or fiscal year in length are awarded in these ranks.

Educational Provisions: The same as for Assistant Professor, full-time.

1 **3. Special Lecturer**

2  
3 Criteria: This title is limited to part-time appointments without rank designation and  
4 is restricted to specialists and professional men and women whose primary  
5 occupation is the practice of their profession.

6  
7 Faculty Status: Personnel appointed to this rank are not given the right to vote on  
8 faculty matters.

9  
10 Tenure and Appointment: Tenure is not awarded to individuals in this category.  
11 Term appointments not to exceed one academic or fiscal year in length are awarded  
12 in this category.

13  
14 Educational Provisions: The same as for Assistant Professor, full time.

15  
16 **4. Adjunct Clinical Instructor, Part-Time**

17  
18 \* Note: This Rank does not pertain to LSUHSC-NO.

19  
20 **5. Clinical Instructor**  
21 **Clinical Assistant Professor**  
22 **Clinical Associate Professor**  
23 **Clinical Professor**

24  
25 Criteria: Part-time personnel whose primary role is related to a clinical setting shall  
26 be given the appropriate rank listed above. Recommendations for these ranks are  
27 to be made in the same manner as for the equivalent full-time rank. When an  
28 individual holding one of the above ranks is also appointed as a department  
29 head/chairman, the designation "Clinical" is dropped.

30  
31 Faculty Status: As a class, individuals with one of these ranks may be enfranchised  
32 to the degree deemed appropriate by the faculty unit (i.e., System, campus,  
33 college, division, or department).

34  
35 Tenure and Appointment: Personnel holding one of these ranks do not receive  
36 tenure. Appointments are made on a term basis of not more than one academic or  
37 fiscal year.

38  
39 Educational Provisions: The same as for Assistant Professor, full-time.

40  
41 **6. Library Associate, Part-Time**  
42 **General Librarian, Part-Time**  
43 **Assistant Librarian, Part-Time**  
44 **Associate Librarian, Part-Time**  
45 **Librarian, Part-Time**

46  
47 Criteria: Individuals who meet the criteria and standards for designation at a  
48 specific library rank, but who are employed on less than a 100-percent basis by a

1 component of the University System, are to be accorded one of the respective  
2 ranks listed above.

3  
4 Faculty Status: As a class, individuals with the rank of General Librarian, Part-time;  
5 Assistant Librarian, Part-time; Associate Librarian, Part-time; and Librarian, Part-  
6 time may be enfranchised to the degree deemed appropriate by the respective unit  
7 of the System, campus, college, division, or department.

8  
9 Tenure and Appointment: Personnel appointed to one of the above ranks do not  
10 receive tenure. Appointments at these ranks are made for terms not to exceed one  
11 academic or fiscal year in length.

12  
13 Educational Provisions: The same as for Assistant Professor, full-time.

## 14 15 **2.3 BOYD PROFESSORSHIPS**

16 [Bylaws Section 2-14, August 17, 2007]

17 <http://www.lsuohsc.edu/no/Administration/bylaws/> or

18 <http://www.lsusystem.lsu.edu/bylawsandregulations.html>

19  
20 **Eligibility.** A faculty member on one of the various campuses of the University  
21 System who has attained national or international distinction for outstanding teaching,  
22 research, or other creative achievement may be designated a "Boyd Professor." The  
23 "Boyd Professorship" shall be regarded as the highest professorial rank awarded by  
24 the University.

25  
26 No Professor holding an administrative position of the rank of director or above shall  
27 be eligible for designation as a "Boyd Professor."

28  
29 **Procedure for Nomination.** Nomination of a Professor for designation as a "Boyd  
30 Professor" shall originate with a dean or deans (in the case of split appointments) or a  
31 director of a school, which is not a college, in which a nominee holds professorial  
32 status. The nomination shall be addressed to a review committee through the  
33 Chancellor of the campus on which the nominee is a faculty member. The nomination  
34 by deans or directors shall be reviewed by a committee comprised of the chief  
35 academic officer of the System staff, who shall serve as chair, two emeriti members,  
36 and three faculty members appointed by the President from throughout the University  
37 System.

## 38 39 **2.4 EMERITUS RANKS**

40 [Bylaws, Section 4-5, August 17, 2007]

41 <http://www.lsuohsc.edu/no/Administration/bylaws/> or

42 <http://www.lsusystem.lsu.edu/bylawsandregulations.html>

43  
44 Upon recommendation by the appropriate campus, the title Professor Emeritus shall  
45 be conferred upon all persons who upon retirement have attained the title of Professor  
46 and who have been in the service of the University for a period of at least ten (10)  
47 years. The said title may also be conferred, upon recommendation of the appropriate  
48 campus, at the discretion of the Board of Supervisors upon a person who upon

1 retirement has attained the title of Professor even though the period of service is less  
2 than ten (10) years, if it is determined that the person has made outstanding  
3 contributions to the University in either the field of scholarship or public service.  
4

5 Any person who has held the position of academic dean, director, or department head  
6 for a period of ten (10) years may be retired with the title Dean, Director, or  
7 Department Head Emeritus. Where applicable to other positions within the University,  
8 an Emeritus title may be conferred upon the recommendation of the President in  
9 appropriate cases.  
10

## 11 **2.5 EMPLOYMENT OF RETIRED LSU PERSONNEL** 12 **BY LSU**

13 [In House - Memorandum on Rehiring LASERS Retirees Eligible for  
14 membership in the Teachers' Retirement System (No number) from  
15 the President of the Louisiana State University System October 7,  
16 2002. Memorandum references PM-69, December 13, 1999]  
17

18 LSU does not employ on a regular basis individuals who have retired from service at  
19 Louisiana State University. Such individuals may be employed on a temporary,  
20 noncontinuing basis; however, it is expected that regular employees will be utilized  
21 when available.  
22

23 Where there is a documented need to secure the services of a University retiree  
24 because the individual possesses particular knowledge and qualifications not  
25 possessed by available applicants for regular employment, the Chancellor is  
26 authorized to approve the appointment of such retired individuals for a period not to  
27 exceed six (6) months. Recommendations for appointment of a University retiree for  
28 more than six (6) months are to be submitted to the office of the Vice Chancellor for  
29 Academic Affairs through the appropriate Dean's Office.  
30

31 All actions for retired individuals are subject to applicable personnel and equal  
32 employment practices, including the normal review and authorization procedures for  
33 academic and unclassified employees.  
34

## 35 **2.6 ADMINISTRATORS WITH FACULTY RANK** 36 **[LSUHSC-NO]**

37  
38 A faculty member who accepts an administrative position maintains faculty status and  
39 tenure rights.  
40

## 3.0 FACULTY APPOINTMENTS

### 3.1 TENURED AND TERM APPOINTMENT, ACADEMIC STAFF

[Unless otherwise noted excerpts from Bylaws, Section 2-7, 8/17/07]  
<http://www.lsuhs.edu/no/Administration/bylaws/> or  
<http://www.lsusystem.lsu.edu/bylawsandregulations.html>

Faculty members and other members of the academic staff of comparable rank, including librarians, may be appointed for a specific term ("term appointment") or indefinitely ("tenured appointment") depending on rank and experience. Appointment or tenure on one campus of the LSU System carries no implication of appointment or tenure on another campus. Academic employees are tenured only with respect to their academic ranks and not with respect to administrative titles or assignments.

A letter from an appropriate University Official offering a position with salary and duties specified, a letter of acceptance from a faculty member, the completion of a faculty appointment personnel form and the appearance of a faculty member's name in the operating budget are the minimum requirements for an appointment. Duties specified in the original letter offering the position are subject to change, based on University needs. [LSUHSC-NO]

#### **TERM APPOINTMENTS**

Term employees are appointed for specified periods of time as indicated on the appointment form.

#### **INDEFINITE TERM AND PROBATIONARY APPOINTMENTS**

Professors and Associate Professors are tenured and are appointed for an indefinite period of time, except that the initial appointment and subsequent reappointments through not more than five years of total service to the LSU campus involved may be made for a stipulated term. Persons promoted to the rank of Professor or Associate Professor after less than five years of service on the campus may be continued to term appointment through no more than the fifth year. Persons holding a professorial rank (Professor, Associate Professor or Assistant Professor) while being paid by a grant or contract do not acquire tenure through the passage of time but may become tenured only by specific individual recommendation through appropriate channels and approval by the President

Any appointment, term or indefinite, may be terminated for cause.  
[Excerpt from Bylaws, Article VIII, Section 4, August 17, 2007]

The decision not to renew a term appointment is not subject to the LSUHSC-NO appeals procedure. Failure to follow established procedures in non-reappointment to a term appointment is appealable. [LSUHSC-NO]

1 **SPECIAL RULE FOR ASSISTANT PROFESSORS**

2  
3 Assistant Professors are appointed for terms no longer than three years. Upon  
4 reappointment after seven years of service in rank on a particular campus, Assistant  
5 Professors receive tenure. A thorough review will be made during the sixth year of  
6 service so that notice of termination may be given if necessary no later than the end  
7 of the sixth year of service. Individual campuses have the option of conducting the  
8 thorough review prior to the sixth year, provided that appropriate written notification  
9 is given to the faculty member. The University may, at its discretion, count prior  
10 service on the same campus toward the seven-year evaluation period for an Assistant  
11 Professor to achieve indeterminate tenure. The ultimate decision shall be left with the  
12 President, to be applied in each individual case for which the respective campus  
13 recommends granting indeterminate tenure counting prior service favorably.

14  
15 **EXPIRATION OF APPOINTMENT**

16  
17 Upon expiration of a term appointment, the employee is a free agent to whom the  
18 University System has no obligation. The University System may reappoint the  
19 employee to the same or a different position. Non-reappointment carries no  
20 implication whatsoever as to the quality of the employee's work, conduct, or  
21 professional competence.

22  
23 When an employee, other than an Associate, is not to be reappointed, written notice  
24 to the employee will ordinarily be provided in accordance with the following schedule:

- 25  
26 1. Not later than March 1 of the first academic year of service, if the appointment  
27 expires at the end of the year; or, if an initial one-year appointment terminates  
28 during an academic year, at least three months in advance of its termination.  
29  
30 2. Not later than December 15 of the second academic year of service, if the  
31 appointment expires at the end of that year; or if an initial two-year  
32 appointment terminates during the academic year, at least six months in  
33 advance of its termination.  
34  
35 3. At least 12 months before the expiration of an appointment after two or more  
36 years service on that campus.  
37  
38 4. When an Associate is not reappointed, the Associate shall be given written  
39 notice of termination no less than ninety (90) days prior to the expiration of the  
40 employment contract.

41  
42 Any appointment, term or indefinite, may be terminated for cause.  
43 [Excerpt from Bylaws, Article VIII, Section 4, August 17, 2007]

44  
45 The decision not to renew a term appointment is not subject to the LSUHSC-NO  
46 appeals procedure. Failure to follow established procedures in non-reappointment to  
47 a term appointment is appealable. [LSUHSC-NO]  
48

1 **3.2 PART-TIME ACADEMIC STAFF**

2 [Bylaws, Section 2-8, August 17, 2007]

3 <http://www.lsuhsu.edu/no/Administration/bylaws/> or

4 <http://www.lsusystem.lsu.edu/bylawsandregulations.html>

5  
6 Members of the part-time academic staff on the various campuses shall be given term  
7 appointments only, not exceeding one academic or fiscal year.

8  
9 **3.3 BASIS OF PAY**

10 [Bylaws, Section 2-10, August 17, 2007]

11 <http://www.lsuhsu.edu/no/Administration/bylaws/> or

12 <http://www.lsusystem.lsu.edu/bylawsandregulations.html>

13  
14 System employees may be employees for the academic year, fiscal year, summer  
15 term, or other stipulated terms. Employees shall be paid in accordance with  
16 procedures established for their employment.

17  
18 **3.4 LOCUS OF APPOINTMENT**

19 [LSUHSC-NO]

20  
21 The locus of all faculty appointments, whether term or indefinite, shall be the principal  
22 location of assigned activity for that faculty member. The employment letter to each  
23 prospective faculty member shall state the locus of the appointment.

24  
25 Faculty members may be assigned occasional teaching duties at various affiliated  
26 campuses and health care facilities associated with LSUHSC-NO subject to the terms  
27 and conditions agreed upon in their letters of appointment or as otherwise negotiated.

28  
29 **3.5 PERIODS OF APPOINTMENT**

30 [LSUHSC-NO]

31  
32 Periods of Appointment are appointments that clearly specify the time frame  
33 encompassed by the employment relationship and definitively end on a specific date.  
34 Because of the time-limited nature of Periods of Appointment, the faculty member  
35 waives normal notice requirements and agrees to do so when accepting the terms of  
36 the employment.

37  
38 Periods of Appointment are usually part-time in nature. When full-time, Periods of  
39 Appointment are normally limited to a maximum of one year in duration. Periods of  
40 Appointment are subject to review by the normal institutional appointment process,  
41 including, but not limited to, review by the School Appointments and Promotions  
42 Committee, if relevant. No annual or sick leave is accrued on a Period of  
43 Appointment.

1 **3.6** **SPECIAL AGREEMENTS**

2 [Bylaws, Section 2-9, August 17, 2007]

3 <http://www.lsuhsu.edu/no/Administration/bylaws/> or

4 <http://www.lsusystem.lsu.edu/bylawsandregulations.html>

5  
6 Terms of Employment - Academic Staff, General. The foregoing provisions shall  
7 not be construed to exclude existing contracts between the System and academic  
8 staff on mutually acceptable terms.  
9

10  
11

## 4.0 RECRUITMENT, APPOINTMENT AND ORIENTATION

### 4.1 POLICIES AND PROCEDURES, INTRODUCTION

[LSUHSC-NO]

Each School in the Health Sciences Center establishes policies and procedures governing recruitment, appointment and orientation that are consistent with needs and demands of the academic or professional discipline. These policies and procedures are in conformance with the following:

- ☐ The Bylaws and Regulations of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
- ☐ Permanent Memoranda (PMs) of the University System
- ☐ The Equal Opportunity Policy of Louisiana State University
- ☐ Affirmative Action Plan of the Health Sciences Center
- ☐ The Americans with Disability Act of 1990
- ☐ Section 2.0 and 3.0 of this Handbook
- ☐ The LSUHSC-NO policies in this section of the Handbook

### 4.2 AUTHORIZATION TO HIRE - CREATION OF POSITIONS

[Excerpt from PM-23, issued 5/31/02]

<http://www.lsuhscc.edu/no/Administration/pm/pm-23.aspx> or

<http://www.lsusystem.lsu.edu/permanentmemoranda.html>

#### **Procedures in Making Appointments and Promotions**

1. No position shall be created and no person shall be appointed to any position on the academic staff except with the full knowledge of the President, the Chancellor, the chief academic officer of the campus, the dean or director of the college or school concerned, and the chairman/head of the department or unit concerned. The President, at his discretion and subject to revocation at any time, may authorize the Chancellor to make certain appointments.
2. Recommendations for the creation of academic positions and for appointments to those positions shall normally originate with the department concerned, but this shall not limit the right of appropriate and proper officers of the University System to suggest to the chairman/head of the department/unit, through the appropriate campus officers, a need for changing the composition of the staff.
3. Recommendations from department/unit chairmen or heads for the creation of, and appointment to, any academic position shall be forwarded to the appropriate dean or director, who shall transmit them, with recommendations, to the chief academic officer of the campus. All recommendations and





1 comments shall be reviewed and acted upon by the Chancellor. The President,  
2 at his discretion and subject to revocation at any time, may delegate his review  
3 and action authority to an appropriate member of the academic staff of the LSU  
4 System Office or to the Chancellor. All favorable recommendations shall be  
5 transmitted to the Board of Supervisors for their review and ratification.  
6

### 7 **4.3 AUTHORIZATION FOR FILLING VACANT** 8 **POSITIONS** 9 [LSUHSC-NO]

10  
11 The request for authorization to fill a vacancy is initiated by the Department Head,  
12 subject to approval by the Dean of the School and the Chancellor.  
13

### 14 **4.4 RECRUITMENT** 15 [LSUHSC-NO]

16  
17 When authorization to fill the position has been received, recruitment is initiated  
18 according to procedures established by LSUHSC-NO and by the specific school. At a  
19 minimum, school procedures should describe the following:

- 20  The process used in the decision to initiate the recruitment
- 21  Methods used to advertise the position opening
- 22  Interviewing processes, including expectations of candidates for  
23 seminar/research presentation, if any
- 24  Differences in search policies and procedures for different levels of faculty  
25 appointment or for Department Heads

### 26 27 **4.5 APPOINTMENT**

#### 28 29 **4.5.1 LSU System Equal Opportunity Policy** 30 [PM-55, July 10, 2006]

31 To view the LSU System Equal Opportunity Policy go to  
32 <http://www.lsuohsc.edu/no/Administration/pm/pm-55.aspx> or  
33 <http://www.lsusystem.lsu.edu/permanentmemoranda.html>  
34

#### 35 **4.5.2 LSUHSC-NO Equal Opportunity Policy** 36 [Excerpt from CM-10, December 17, 2003] 37 <http://www.lsuohsc.edu/no/administration/cm/cm-10.aspx> 38

39 The Louisiana State University Health Sciences Center reaffirms its commitment to  
40 Equal Employment Opportunity policies and procedures in the recruitment, hiring,  
41 transfer, promotion, and other terms or conditions of employment without regard to  
42 race, color, religion, sex, national origin, age, handicap, marital status or veteran's  
43 status or other non-merit factor which cannot lawfully be used as the basis for an  
44 employment decision.  
45

1 The equal employment policy has been carried out through the development and  
2 maintenance of Affirmative Action plans on the New Orleans campus. The execution  
3 of this policy requires vigorous efforts to identify and attract qualified applicants  
4 from groups underutilized at all levels in the Health Sciences Center. The policy  
5 further insures that all applicants receive fair consideration for employment and  
6 that all employees are treated fairly. Such action shall include, but not be limited  
7 to, the following: employment; promotion or upgrading; demotion or transfer;  
8 recruitment or recruitment advertising; layoff or termination; rates of pay or other  
9 forms of compensation; selection for training; and tenure.

10  
11 The Assistant Director of Human Resource Management has been designated to  
12 have primary responsibility for implementing the equal opportunity policy at LSU  
13 Health Sciences Center, New Orleans. Administrative heads of all divisions and  
14 departments who have responsibility for recruitment, appointment, and evaluation  
15 of staff are charged with seeing that the plan is successfully implemented and for  
16 cooperating fully with the official who has primary responsibility.

#### 17 18 **4.5.3 Authority to Appoint and Promote**

19 [Bylaws, Article VIII, Section 3, August 17, 2007]

20 <http://www.lsuhscc.edu/no/Administration/bylaws/> or

21 <http://www.lsusystem.lsu.edu/bylawsandregulations.htm>

22  
23 Appointment and Promotion of Academic Staff. Each appointment or promotion of a  
24 member of the academic staff shall be made upon the basis of merit and the special  
25 fitness of the individual for the work demanded by the position. All appointments,  
26 reappointments, promotions, and dismissals of members of the academic staff shall  
27 be made upon the authority of the President, subject to the approval of the Board.

28  
29 The terms of the appointment of each member of the academic staff shall be reduced  
30 to writing and a copy thereof furnished to each of the contracting parties.

#### 31 32 **4.5.4 Rank and Type of Appointment**

33 [LSUHSC-NO]

34  
35 The type of appointment (part-time, full-time, clinical, etc.) and designation of rank,  
36 consistent with Sections [2.0](#) and [3.0](#) of this [Handbook](#) are recommended by the  
37 Department Head, subject to approval by the Dean of the School, Chancellor of the  
38 Health Sciences Center, President of the University and the Board of Supervisors.

#### 39 40 **4.5.5 Appointment of Faculty Who Are Not US Citizens**





41 [LSUHSC-NO]

42  
43 Before any appointment agreements are made with potential faculty who are not  
44 citizens of the United States, prior approval from the New Orleans Office of  
45 Governmental Programs is required.

1 **4.5.6** **SCHOOL POLICIES**

2 [LSUHSC-NO]

3  
4 Additional policies and procedures governing appointment of faculty may be  
5 established by each school. At a minimum, these policies and procedures should  
6 describe the following:

- 7  Required documentation of qualifications of candidates used in the process
- 8  Mechanisms used within the Schools that result in the recommendation to  
9 appoint
- 10  Differences in appointment processes for different levels of faculty appointment  
11 or for Department Heads
- 12  Notification of the faculty member of the appointment

13  
14 **4.5.7** **Nepotism Policy**

15 [CM-12, July 12, 1979]

16 <http://www.lsuohsc.edu/no/administration/cm/cm-12.aspx>

17  
18 It shall be contrary to general University policy for persons related to each other in  
19 the first degree by blood or marriage to be placed in a supervisor-employee  
20 relationship. This restriction will apply to all forms of employment: regular full-time  
21 employment, regular part-time employment, temporary full-time employment,  
22 temporary part-time employment, etc., and will apply to all employees including  
23 student workers. This restriction shall also apply when the supervisor employee  
24 relationship develops after employment. Exceptions to this restriction can be made  
25 only in unique circumstances and with justification. Approval must be requested by  
26 petition from the department or area concerned through channels to the Office of the  
27 President.

28  
29 In cases in which the University System has approved a supervisor employee  
30 relationship for employees related by blood or marriage, the supervisor will pass the  
31 responsibility to his or her immediate supervisor for making decisions involving direct  
32 benefit to the employee to whom he or she is related.  
33  
34

## 5.0 FACULTY PERSONNEL FILES

### 5.1 LOCATION OF FILES

[LSUHSC-NO, Human Resource Management]









Two official personnel files shall be maintained for each faculty member, one in the Office of Human Resource Management, the second in the faculty member's School of employment, either in the Dean's office or Department Head's office. The file kept in the Office of Human Resource Management will contain documentation pertaining to administrative matters. The file maintained in the School will contain documentation pertaining to academic and professional matters.

### 5.2 CONTENTS

[LSUHSC-NO, Human Resource Management]

The file maintained in the Office of Human Resource Management will contain the following documents:

- Personnel Form 2 (Per 2) - Louisiana State University and Agricultural & Mechanical College Personnel Appointment Form
- Personnel Form 3 (Per 3) - Louisiana State University and Agricultural & Mechanical College Personnel Status Change Form
- Personnel Action Form from System Office in Baton Rouge
- Oath of Affirmation to Support the Constitution and Laws of the United States of America and of the State of Louisiana
- Person to Notify in Case of Emergency Form
- Biographical Data Card
- Application for Registration of Permanent Preexisting Disability
- State of Louisiana Withholding Exemption Certificate (L4)
- Federal W4
- Retirement System Enrollment Application
- Teacher's Retirement System of Louisiana Designation of Beneficiary Form
- Disability Insurance Enrollment Card
- Accident Insurance form G56401-A
- Insurance Update Forms
- Record of sabbatical leave
- End of Fiscal Year Leave Report
- Payroll deductions
- Official transcript from the institution granting the highest degree

- 1 The file kept in the School will contain at least the following documents:
- 2  Copy of Personnel Form 2 (Per 2) - Louisiana State University and Agricultural &
  - 3 Mechanical College Personnel Appointment Form
  - 4  Copy of Personnel Form 3 (Per 3) - Louisiana State University and Agricultural &
  - 5 Mechanical College Personnel Status Change Form
  - 6  Faculty Income Plan Agreement with attachment
  - 7  Copy of the Person to Notify in Case of Emergency Form
  - 8  Pre-employment data
  - 9  Letter offering the position and letter of acceptance
  - 10  Documents pertaining to professional licensure and/or certification
  - 11  Documents pertaining to job performance

### 12

### 13 **5.3 CONFIDENTIALITY AND ACCESS**

14 [LSUHSC-NO, Human Resource Management]

15

16 Members of the faculty are considered to be confidential employees of the Louisiana

17 State University Health Sciences Center. Access to a faculty member's personnel

18 file shall be regulated in accordance with Title 44 of the Revised Statutes of the

19 State of Louisiana. A copy of this statute is kept in the Department of Human

20 Resource Management.

21

22 On the web, Title 44 begins at <http://www.legis.state.la.us/lss> and by using the

23 "Next Section" link, all of Title 44 can be accessed.

24

25 Employee information is carefully maintained and will be released only to

26 authorized individuals or agencies. Authorized persons such as Deans, Department

27 Heads, or immediate supervisors will be permitted access to a faculty member's

28 file. Likewise, if a faculty member is being considered for a transfer, the prospec-

29 tive supervisor or Department Head will be permitted access to the employee's file.

30

31 A faculty member shall have access to his personnel file during normal business

32 hours. A faculty member may request copies, at his own expense, of any material

33 contained therein. A faculty member may not remove his file from the room in

34 which it is housed.

35

36 A faculty member may enter a statement in his file that he feels clarifies, corrects,

37 or refutes material therein. Such statements will be attached to the applicable

38 documents in the file.

39

40 Verification of employment on past or present faculty members is a service of the

41 Department of Human Resource Management. The Department will respond only to

42 written requests for verification. Unless the written request includes a release by

43 the faculty member, the Department of Human Resource Management will provide

44 only the date of hire, position title, and date of separation.

1 The entire file or portions thereof may be released upon written request by the  
2 faculty member.

3  
4 **5.4 PERSONAL DATA CHANGES**

5 [LSUHSC-NO, Human Resource Management]  
6

7 Faculty members are required to report immediately, any changes in personal data  
8 such as person to notify in case of emergency, the faculty member's name,  
9 address, telephone number, advanced education, work location and telephone  
10 extension, etc., to the Department Head. The Department Head will notify the  
11 Department of Human Resource Management in writing of these changes so that  
12 the correct personal information is current and on file in the record.  
13

14 **5.5 APPEAL PROCEDURE RECORDS**

15 [LSUHSC-NO]  
16

17 All documentation pertaining to hearings and formal grievance proceedings will be  
18 kept in the office of the Vice Chancellor for Academic Affairs.  
19

20 **5.6 RETENTION OF RECORDS**

21 [LSUHSC-NO, Human Resource Management]  
22

23 Once a faculty member is no longer employed by the University, the file maintained  
24 by the Department of Human Resource Management will be kept intact for one  
25 year. After this period, the file is archived. The archived record is retained  
26 indefinitely.  
27  
28

## 6.0 FACULTY EVALUATIONS

### 6.1 INTRODUCTION

[Unless otherwise noted LSUHSC-NO]

The mission of LSUHSC-NO involves development of the highest levels of intellectual and professional endeavor in the areas of instruction, research and service. Faculty members will be evaluated in all these areas taking into account the mission of the University. Although not all faculty members can be expected to have equal levels of commitment or equal responsibilities in each of these areas, a high level of general competence is expected.

Faculty members should be reviewed at least annually by the Department Chair/Head. The reviews should be based on the faculty member's job responsibility. [Excerpt from PM-35, May 23, 2000]

<http://www.lsuhs.edu/no/Administration/pm/pm-35.aspx> or  
<http://www.lsusystem.lsu.edu/permanentmemoranda.html>

The formal evaluation must include a statement of the criteria against which the performance of each faculty member will be assessed. These criteria must be made known to all concerned. A written summary of this evaluation should be given to the faculty member and a copy placed in the faculty member's departmental file.

During the formal evaluation process, the Department Head or designee must meet with each departmental faculty member being evaluated. At this meeting, accomplishments are reviewed and recommendations for continued or new activities are made, because it is important for Department Heads to provide feedback to faculty so they can improve performance. The faculty evaluation program is designed to help maintain and improve the effectiveness of each faculty member, as well as to provide direction for administrative decision-making in the areas of reappointment, promotion, merit salary increases, and award of tenure.

### 6.2 GENERAL PRINCIPLES REGARDING EVALUATION OF FACULTY

[LSUHSC-NO]

Each faculty member will maintain a current dossier. This dossier should contain the curriculum vitae, and other documents that evidence scholarly activity, teaching effectiveness, and service. The dossier will play a role in the evaluation process.

Each Department Head or designee, such as Section or Division Head, is expected to meet with individual departmental faculty annually, as specified above. At this meeting, accomplishments are reviewed and recommendations for continued or new activities can be made. It is critical for Department Heads to provide this feedback to faculty, so that performance and responsibilities can be adjusted.






Since the faculty members of LSUHSC-NO perform a variety of functions, evaluation procedures are individualized. Each School within the Health Sciences Center has

1 established review procedures for gathering relevant data from multiple sources.  
2 These may include student ratings, peer judgments, administrator evaluations, and  
3 self-appraisals. The relative weight of each of the sources may vary from school to  
4 school.

### 6.3 GENERAL PRINCIPLES REGARDING EVALUATION OF ACADEMIC ADMINISTRATORS

[LSUHSC-NO]

10 The following is a list of academic administrative titles and the principles that apply  
11 to their evaluation.








- 12  Department Heads are evaluated annually by their Deans, with periodic input  
13 from faculty in their respective Departments and students, when appropriate.
- 14  Assistant Deans and Associate Deans are evaluated annually by their Deans,  
15 with input from faculty, Department Heads, and other constituents as  
16 appropriate.
- 17  Deans are evaluated annually by the Chancellor, with input from faculty and  
18 Department Heads and other constituents as appropriate.
- 19  The Vice Chancellors are evaluated annually by the Chancellor, with input from  
20 faculty and other constituents as appropriate.
- 21  The Chancellor is evaluated annually by the President of the LSU System, with  
22 input from faculty and other constituents as appropriate.

### 6.4 ACTIVITIES TO BE EVALUATED

[LSUHSC-NO]

#### TEACHING

29 LSUHSC-NO recognizes that effective teaching is a primary responsibility of most  
30 faculty members. An evaluation of teaching includes, but is not limited to the  
31 following:

- 32  Scope of teaching responsibility
- 33  Command of subject areas
- 34  Communication skills
- 35  Awards and honors
- 36  Ability to plan, design, and implement academic courses
- 37  Ability to evaluate students fairly and without prejudice
- 38  Ability to mentor students and trainees at all levels

## RESEARCH AND SCHOLARSHIP

LSUHSC-NO recognizes the importance of research and scholarship not only to the general advancement of the health sciences, but also to the faculty member performing the work. Evidence of scholarly effort includes, but is not limited to the following:

- ☐ Refereed and non-refereed publications
- ☐ Participation and leadership roles at local and national meetings, conventions and symposia
- ☐ Presentations at local and national meetings, conventions, and symposia
- ☐ Application for and award of grants and contracts
- ☐ Lectures and symposia
- ☐ Honors and awards
- ☐ Referral and consultation roles

## SERVICE









LSUHSC-NO expects its faculty to be involved in service to the School and Center, professional organizations, and community groups of interest to faculty. Such service includes, but is not limited to the following:

- ☐ Committees, meetings, and other formal or informal sessions at the Departmental, School, and/or Health Sciences Center levels
- ☐ Leadership roles within the School
- ☐ Participation and leadership roles in professional organizations locally, regionally, and nationally
- ☐ Participation and leadership in community organizations
- ☐ Patient care
- ☐ Service as an editor or editorial board member of a professional journal
- ☐ Service as a member of peer review panels
- ☐ Awards and honors
- ☐ Referral and consultation roles

## ADMINISTRATION

LSUHSC-NO undertakes annual evaluation of academic administrators (Section or Division Head, Department Head, Assistant Dean, Associate Dean and Dean) to help maintain and improve their effectiveness. Evidence of effective administration includes, but is not limited to the following:

- ☐ Administrative management
- ☐ Executive judgment
- ☐ Delegation of authority and responsibility

- 1     Provision of academic leadership
- 2     Planning ability
- 3     Encouragement of faculty research and improvement of teaching skills and  
4    programs
- 5     Communication of ideas
- 6     Conflict resolution
- 7     Availability and responsiveness to faculty
- 8     Objectivity, honesty, and fairness
- 9     Academic performance in the areas of teaching, research/scholarship, and  
10    service
- 11

## 7.0 PROMOTION

[LSUHSC-NO]

Promotion in academic rank is a means by which the University encourages, recognizes, and rewards faculty members for excellence in the performance of their duties.

### 7.1 ELIGIBILITY FOR PROMOTION

[Refer to PM-23, May 31, 2002]

<http://www.lsuohsc.edu/no/Administration/pm/pm-23.aspx> or

<http://www.lsusystem.lsu.edu/permanentmemoranda.html>

Faculty members are promoted on the basis of the fulfillment of the qualifications of that rank discussed in PM-23 and in Handbook Section 6.0 on Faculty Evaluations. Within the organization of each School, there may be more specific criteria for promotion. Qualifications for appointment and promotion are delineated in PM-23.

### 7.2 SERVICE REQUIREMENTS FOR PROMOTION [PM-23]

[Excerpt from PM-23, May 31, 2002]

<http://www.lsuohsc.edu/no/Administration/pm/pm-23.aspx>

<http://www.lsusystem.lsu.edu/permanentmemoranda.html>

An advancement in academic rank is dependent upon meeting the criteria for eligibility for promotion and normally the following lengths of full-time service in rank:

- ☐ Instructor to Assistant Professor – Normally a minimum of three years\* in the rank of Instructor. [LSUHSC-NO]
- ☐ Assistant Professor to Associate Professor – Normally a minimum of three years\* in the rank of Assistant Professor
- ☐ Associate Professor to Professor – Normally a minimum of five years\* in the rank of Associate Professor

\*Regular academic appointment period of the institution where time has accrued

Although a Department Head, Dean of the School, or the faculty promotions committee may recognize superior service by recommending early advancement in rank and the University may concur (by offering early advancement in rank), individual faculty members ordinarily will not be considered for advancement before the minimum length of time in current rank has been completed. [LSUHSC-NO]

### 7.3 INITIATION OF PROMOTION PROCESS

[LSUHSC-NO]

While the formal request for promotion of a faculty member is normally initiated by the Department Head, the faculty member or the departmental promotions committee may also begin the process. Each department must have a defined process for evaluating faculty members proposed for advancement. This process must involve the appropriate senior faculty of the department. If a faculty member has an appointment in more than one Department or School, the request for promotion is initiated by the Department Head in which the primary appointment is held. Promotions of Department Heads are initiated by the Dean of the School. Requests for promotion can be withdrawn at any point in the Health Sciences Center's process with the mutual consent of the candidate and respective Department Head.

### 7.4 PROMOTION REVIEW FILE

[LSUHSC-NO]

Each School of the Health Sciences Center, except for the Graduate School, has a faculty committee composed of senior tenured faculty members who are responsible for making recommendations to the Dean concerning the promotion of its faculty. The recommendation of the committee relative to promotion will be based on documentation contained in the promotion review file.

This file shall contain a current curriculum vitae, evidence of instructional effectiveness and of accomplishment in scholarly and other professional activities, and community service. The file must include letters of recommendation and other evidence that the candidate has met the various criteria (see [Handbook](#) Sections [2.0](#) and [6.0](#)) necessary for promotion as required by individual Schools.

The committee also has the right to consult experts, either from within or outside the University, for information that might aid them in their evaluation of the candidate for promotion. For promotion to Professor or Associate Professor, inclusion of letters of recommendation from outside the LSU System is required. The candidate for advancement may provide the names of potential sources of such outside recommendations.

The material in the promotion review file will normally only be available to the faculty member, appropriate committees and councils, and those administrators whose approval is officially necessary for implementation of the committee's recommendation. The faculty candidate must participate in the preparation of the biographical and supporting documentation that accompanies the **Louisiana State University System: Promotion/Tenure Review Request Form**, herein and after referred to as the **Promotion/Tenure Form**, and sign a statement indicating that he has reviewed the file and it is accurate and complete. The file is then delivered to the departmental committee, Department Head and school committee for review and letters of recommendation are added to the file at this time.

1 **7.5** **ENDORSEMENTS FOR PROMOTION**

2 [LSUHSC-NO]

3  
4 Applications for advancement in rank must be accompanied by a recommendation  
5 from the departmental promotions committee and Department Head(s). These  
6 recommendations should specifically address the degree to which the candidate meets  
7 the appropriate criteria (see Handbook Sections 2.0 and 6.0). The vote of the  
8 departmental promotions committee must be indicated on the form for promotion.  
9 Candidates who receive negative recommendations by the departmental promotions  
10 committee faculty and the Department Head can request review by the School  
11 committee.

12  
13 **7.6** **ACTION ON PROMOTION**

14 [LSUHSC-NO]

15 Decisions regarding promotion represent a succession of judgments of whether the  
16 candidate meets the criteria set forth in Handbook Sections 2.0 and 6.0. Promotion  
17 requests are submitted by the Department Head to the Dean of the School on the  
18 **Promotion/Tenure Form**. A Standardized Biographical Data attachment must also  
19 be submitted.

20  
21 The requests are preliminarily reviewed by the Office of the Dean for completeness  
22 and accuracy and forwarded to the faculty promotions committee of the School. This  
23 committee returns a recommendation to the Dean. Positive committee  
24 recommendations are submitted to other appropriate committees or Administrative  
25 Councils for their recommendations to the Dean. Negative recommendations of the  
26 faculty promotions committee, with which the Dean concurs, are returned to the  
27 Department Head, who may appeal the decision based on School policy. The Dean of  
28 the School may agree or disagree with recommendations. The above decisions are  
29 indicated on the **Promotion/Tenure Form** and appropriate signatures are affixed.

30  
31 When the above process has been completed within the School, even if the Dean's  
32 recommendation is negative, the recommendation is then forwarded for consideration  
33 by the Vice Chancellor for Academic Affairs, the Chancellor, the Vice President for  
34 Academic Affairs, and the President of the LSU System. Positive recommendations  
35 are forwarded for final action to the LSU Board of Supervisors.

36  
37 If a faculty member has an appointment in more than one Department or School,  
38 each Department or School involved must participate in the promotion process (i.e.,  
39 review by the appropriate faculty committees and Administrative Councils of all  
40 Schools/Departments involved).

41  
42 Unless extraordinary circumstances prevail, when a recommendation for promotion is  
43 approved by the Board of Supervisors, the promotion in rank takes effect at the  
44 beginning of the next fiscal year.

1 **7.7** **MULTIPLE-CAMPUS APPOINTMENTS AND**  
2 **PROMOTIONS**

3 [Excerpt from PM-23, May 31, 2002]

4 <http://www.lsuhsu.edu/no/Administration/pm/pm-23.aspx> or  
5 <http://www.lsusystem.lsu.edu/permanentmemoranda.html>

6  
7 Regarding recommendation for promotions of faculty with appointments on multiple  
8 campuses: a split recommendation for promotion of a tenured individual will result in  
9 the approving campus assuming the responsibility for the additional percentage of the  
10 faculty member's compensation.  
11

1 **8.0** **TENURE**  
2 [LSUHSC-NO]  
3

4 LSUHSC-NO adheres to the basic policies for tenure established by the University  
5 System.  
6

7 Early in his appointment, the faculty member should become familiar with the  
8 substantive and procedural standards generally employed by the University in  
9 decisions affecting tenure.  
10

11 Specific standards adopted by the Department or School should be in writing and  
12 brought to the faculty member's attention at an appropriate time.  
13

14 **8.1** **TENURE POLICY**

15 [Unless otherwise noted excerpts from Bylaws, Section 2-7, 8/17/08]  
16 <http://www.lsuohsc.edu/no/Administration/bylaws/> or  
17 <http://www.lsusystem.lsu.edu/bylawsandregulations.html>  
18

19 Faculty members and other members of the academic staff of comparable rank,  
20 including librarians, may be appointed for a specific term (term appointments) or  
21 indefinite (tenured appointments) depending on rank and experience. Appointment  
22 or tenure on one campus of the LSU System carries no implication of appointment  
23 or tenure on another campus. Academic employees are tenured only with respect  
24 to their academic ranks and not with respect to administrative titles or  
25 assignments.  
26

27 Leave of absence without pay, upon appropriate administrative recommendation,  
28 may be credited toward tenure.

29 [Bylaws, Section 3-6, 8/17/07]  
30 <http://www.lsuohsc.edu/no/Administration/bylaws/> or  
31 <http://www.lsusystem.lsu.edu/bylawsandregulations.html>  
32

33 Tenure is not a guarantee of lifetime employment, particularly in the face of  
34 institutional change or financial exigency. It does assure that the employee will not  
35 be dismissed without adequate justification and without due process.  
36

37 In addition to the qualifications of the candidate for tenure, other considerations  
38 that enter into individual decisions to confer tenure include particular need within a  
39 Department, School, or LSUHSC-NO. [LSUHSC-NO]  
40

41 A faculty member on tenure track may switch to non-tenure track. This requires the  
42 approval of the Department Head, Dean of the respective school and the Vice  
43 Chancellor for Academic Affairs. Similarly, a faculty member on non-tenure track  
44 may switch to tenure track. This requires formal review by the school advancement  
45 committee in addition to approval of the Department Head, Dean of the respective  
46 school and the Vice Chancellor for Academic Affairs. [LSUHSC-NO]  
47

## 8.2 **TENURE POLICY AS IT RELATES TO RANK**

[Unless otherwise noted excerpts from Bylaws, Section 2-7, 8/17/07]

<http://www.lsuhsu.edu/no/Administration/bylaws/> or

<http://www.lsusystem.lsu.edu/bylawsandregulations.html>

Members of the academic staff may be appointed for specified terms (term appointments) or for indeterminate terms (tenured appointments). Term appointments are utilized at the lower academic ranks and ordinarily for initial appointments at all levels. Associate Professors and Professors and those holding equivalent ranks are tenured except as noted in System regulations. Under certain circumstances tenure may be awarded to those holding lower ranks.

[Excerpt from Bylaws, Article VIII, Section 4, 8/17/07]

<http://www.lsuhsu.edu/no/Administration/bylaws/> or

<http://www.lsusystem.lsu.edu/bylawsandregulations.html>

**Professors and Associate Professors** are tenured and are appointed for an indefinite period of time, except that the initial appointment and subsequent reappointments through not more than five years of total service to the LSU campus involved may be made for a stipulated term. Persons promoted to the rank of Professor or Associate Professor after less than five years of service on the campus may be continued to term appointment through no more than the fifth year. Persons holding a professorial rank (Professor, Associate Professor or Assistant Professor) while being paid by a grant or contract do not acquire tenure through the passage of time but may become tenured only by specific individual recommendation through appropriate channels and approval by the President.

**Assistant Professors** are appointed for terms no longer than three years. Upon reappointment after seven years of service in rank on a particular campus, Assistant Professors receive tenure. A thorough review will be made during the sixth year of service so that notice of termination may be given if necessary no later than the end of the sixth year of service. Individual campuses have the option of conducting the thorough review prior to the sixth year, provided that appropriate written notification is given to the faculty member. The University may, at its discretion, count prior service on the same campus toward the seven-year evaluation period for an Assistant Professor to achieve indeterminate tenure. The ultimate decision shall be left with the President, to be applied in each individual case for which the respective campus recommends granting indeterminate tenure counting prior service favorably.

Those who rank as **Associate or Instructor** shall be appointed for a specified term and shall not be considered for indeterminate tenure; provided, however, Associates and Instructors hired for an initial term greater than two years may be terminated at the end of the first year if given notice during the first nine months of that year. Otherwise, the provisions of Section 2-7(1)-(4) shall apply.

### 8.3 INITIATION OF TENURE PROCESS

[LSUHSC-NO]

While the formal request for tenure of a faculty member is normally initiated by the Department Head, the faculty member or the departmental promotions committee may also begin the process. Each department must have a defined process for evaluating faculty members proposed for tenure. This process must involve the appropriate senior faculty of the department. If a faculty member has an appointment in more than one Department or School, the formal request for tenure is initiated by the Department Head in which the primary appointment is held. Tenure requests for Department Heads are initiated by the Dean of the School. In certain cases, requests for tenure accompany requests for promotion (i.e., promotion of Assistant Professor on tenure track to Associate Professor). Requests for tenure-granting can be withdrawn at any point in the Health Sciences Center process with the mutual consent of the candidate and the respective Department Head.

### 8.4 TENURE REVIEW FILE

[LSUHSC-NO]

Each School of the Health Sciences Center, except for the Graduate School, has a faculty committee composed of senior tenured faculty members who are responsible for making recommendations to the Dean concerning the tenure of its faculty. The recommendation of the committee relative to tenure will be based on documentation contained in the tenure review file.

This file shall contain a current curriculum vitae, evidence of instructional effectiveness and of accomplishment in scholarly and other professional activities and community service. The file must include letters of recommendation and other evidence that the candidate has met the various criteria necessary for tenure as required by individual Schools.

The committee also has the right to consult experts, either from within or outside the University, for information that might aid them in their evaluation of the candidate for tenure. The candidate for tenure may provide the names of potential sources of such outside recommendations.

The material in the tenure review file will only be available to the faculty member, appropriate committees and councils, and those administrators whose approval is officially necessary for implementation of the committee's recommendation. The faculty candidate must participate in the preparation of the biographical and supporting documentation that accompanies the **Promotion/Tenure Form** and sign a statement indicating that he has reviewed the file and it is accurate and complete. The file is then delivered to the departmental committee, Department Head and school committee for review and letters of recommendation are added to the file at this time.

## 8.5 ENDORSEMENTS FOR TENURE

[LSUHSC-NO]

Applications for tenure must be accompanied by a recommendation from the departmental promotions committee and Department Head(s). The vote of the departmental promotions committee must be indicated on the **Promotion/Tenure Form**. These recommendations should specifically address the degree to which the candidate meets the appropriate criteria as listed in Sections [2.0](#) and [6.0](#) of the Faculty Handbook. Candidates who receive negative recommendations by the departmental promotions committee and the Department Head can request review by the school promotions committee if they choose.

## 8.6 ACTION ON TENURE

[LSUHSC-NO]

Decisions regarding tenure represent a succession of judgments of whether the candidate meets the criteria set forth in Handbook Sections [2.0](#) and [6.0](#). Tenure requests are submitted by the Department Head to the Dean of the School on the **Promotion/Tenure Form**. A Standardized Biographical Data attachment must also be submitted.

The requests are preliminarily reviewed by the office of the Dean for completeness and accuracy and then forwarded to the faculty promotions committee of the School. This committee returns a recommendation to the Dean. Positive committee recommendations are submitted to other appropriate committees and/or Administrative Councils for their recommendations to the Dean. Negative recommendations of the faculty promotions committee, with which the Dean concurs, are returned to the Department Head, who may appeal the decision based on School policy. The Dean of the School may agree or disagree with recommendations. The above decisions are indicated on the **Promotion/Tenure Form** and appropriate signatures are affixed.

When the above process has been completed within the School, even if the Dean's recommendation is negative, the recommendation is then forwarded for consideration by the Vice Chancellor for Academic Affairs, the Chancellor, the Vice President for Academic Affairs, and the President of the LSU System. Positive recommendations are forwarded for final action to the LSU Board of Supervisors.

If a faculty member has an appointment in more than one Department or School, each Department or School involved must participate in the tenure process (i.e., review by the appropriate faculty committees and Administrative Councils of all Schools/Departments involved).

Unless extraordinary circumstances prevail, when a recommendation for tenure is approved by the Board of Supervisors, tenure takes effect at the beginning of the next fiscal year.

1 **8.7** **MULTIPLE-CAMPUS APPOINTMENTS – TENURE**

2 [Excerpt from PM-23, May 31, 2002]

3 <http://www.lsuohsc.edu/no/Administration/pm/pm-23.aspx> or

4 <http://www.lsusystem.lsu.edu/permanentmemoranda.html>

5  
6 Regarding recommendation for tenure of faculty with multiple-campus  
7 appointments: a split recommendation for tenure will result in the approving  
8 campus acquiring full financial responsibility for the individual.

9  
10

1 **9.0** **SEPARATION**

2  
3 **9.1** **RESIGNATION**

4 [LSUHSC-NO]

5  
6 A faculty member may terminate his employment by giving written notice to his  
7 Department Head or appropriate administrative officer at least ninety (90) calendar  
8 days before the effective date of the resignation. The requirement of ninety (90)  
9 days notice may be waived by mutual agreement of the Health Sciences Center and  
10 the faculty member.

11  
12 **9.2** **RETIREMENT**

13  
14 See the LSUHSC-NO Human Resources Management Web page at  
15 <http://www.lsuohsc.edu/no/administration/hrm/>.

16  
17 **9.3** **TERMINATION FOR CAUSE**

18  
19 **9.3.1** **CRITERIA FOR TERMINATION**

20 [LSUHSC-NO]

21  
22 Any appointment, whether term or tenure, may be terminated for cause. Cause for  
23 termination may include, but is not limited to, incompetence, failure to perform  
24 assigned duties, willful breach of university policies and procedures, serious breach  
25 of professional ethics or standards, dishonesty, moral turpitude or conviction of a  
26 felony. Actions that constitute exercise of academic freedom or rights guaranteed  
27 by State or federal law shall not be cause for termination. Prior to termination for  
28 cause, a faculty member shall be entitled to due process as set forth in the Bylaws  
29 and Regulations of the Board of Supervisors and in the Faculty Handbook as  
30 discussed in Section 9.3.2.

31  
32 CRIMINAL CHARGES – Any faculty member charged with a felony or any other  
33 illegal conduct that is seriously prejudicial to the University may be placed on leave  
34 with pay by the Chancellor or his designee.

35  
36 **9.3.2** **DUE PROCESS RIGHTS**

37 [LSUHSC-NO]

38  
39 Recommendation for termination of a faculty member shall be made by the  
40 Department Head in the form of a Request for Termination. The Request for  
41 Termination shall be in writing and shall include a written statement of charges  
42 registered against the faculty member, a list of all known documentary evidence, a  
43 list of witnesses and a brief statement of the nature of testimony expected to be  
44 given by each witness. The Request for Termination shall be delivered in person to  
45 the Dean. If the Dean finds that the charges registered against the faculty member  
46 appear to be substantive, he shall give Notice to the faculty member in writing of  
47 the intent to initiate proceedings which might result in termination for cause. The

1 Notice shall include a copy of the Request for Termination and shall be delivered by  
2 certified mail to the faculty member and a copy sent to the Chancellor.

3 The faculty member shall have an opportunity to prepare and present a defense to  
4 the charges set forth in the Notice at a hearing before an impartial *ad hoc*  
5 committee, which shall be advisory to the Dean. The faculty member shall have  
6 five (5) working days after receipt of the Notice to notify the Dean in writing  
7 whether he will challenge the Request for Termination and desires that an *ad hoc*  
8 committee be formed. If the faculty member contends that the proposed  
9 termination is based, in whole or in part, on age, disability (mental and physical),  
10 equal pay, national or ethnic origin, pregnancy, race, religion, sex, sexual  
11 harassment, marital status, or veteran status the faculty member shall inform the  
12 Dean of that contention. The Dean shall then invoke the proceedings set out in  
13 Handbook Section 10.6.4. The hearing for termination for cause shall not proceed  
14 until an investigation has been conducted pursuant to Handbook Section 10.6.4.

15  
16 The *ad hoc* committee shall consist of five (5) fulltime, tenured faculty members  
17 who shall be selected in the following manner:

18  
19 The faculty member shall notify the Dean and the Department Head of the faculty  
20 member's recommendations for two appointees to the *ad hoc* committee within five  
21 (5) working days after his receipt of the Notice. The Dean shall then notify the  
22 Department Head of the faculty member's choice of committee members. The  
23 Department Head shall have five (5) working days from receipt of such Notice to  
24 notify the Dean of his two recommended appointees to the committee. The four  
25 sitting committee members shall then select the fifth member within five (5)  
26 working days of receipt of notice of the Department Head's nominees to the  
27 committee, thereby the committee is formed. Once the committee is formed, the  
28 Dean shall forward to the committee the Notice and shall notify the committee  
29 members that they must select a committee chairman and set a hearing date to be  
30 held within forty (40) working days of formation of the committee.

31  
32 The committee shall establish the hearing date. The faculty member and  
33 Department Head shall be given at least fifteen (15) working days notice of the  
34 date, time, and place of the hearing. The committee chairman shall send the notice  
35 by certified mail and shall send a copy of the notice to the Dean. Each party shall  
36 provide the committee chairman and the other party a witness list, a brief summary  
37 of the testimony expected to be given by each witness, and a copy of all documents  
38 to be introduced at the hearing at least ten (10) working days prior to the hearing.

39  
40 The hearing shall be conducted as follows.

41  
42 The chairman of the committee shall conduct the hearing. Each party shall have  
43 the right to appear, to present a reasonable number of witnesses, to present  
44 documentary evidence, and to cross examine witnesses. The parties may be  
45 excluded when the committee meets in executive session. The faculty member  
46 may be accompanied by an attorney as a nonparticipating advisor. Should the  
47 faculty member elect to have an attorney present, the Department Head may also  
48 be accompanied by an attorney. The attorneys for the parties may confer and  
49 advise their clients upon adjournment of the proceedings at reasonable intervals to

1 be determined by the Chairman, but may not question witnesses, introduce  
2 evidence, make objections or present argument during the hearing. However, the  
3 right to have an attorney present can be denied, discontinued, altered, or modified  
4 if the committee finds that such is necessary to ensure its ability to properly  
5 conduct the hearing. Testimony is under oath or affirmation before a certified court  
6 reporter. Rules of evidence and procedure are not applied strictly, but the  
7 Chairman shall exclude irrelevant or unduly repetitious testimony. The Chairman  
8 shall rule on all matters related to the conduct of the hearing and may be assisted  
9 by University Counsel. At the request of the faculty member, the Chairman shall  
10 invite an AAUP representative to be present during the hearing as a non-  
11 participating observer.

12  
13 The recording of the hearing shall be transcribed and the faculty member may  
14 receive, upon a written request and at his cost, a copy of the transcript.  
15

16 Following the hearing and reviewing all of the evidence, the committee shall render  
17 a written report to the Dean within twenty (20) working days. The report shall  
18 include the committee's finding as to whether or not the faculty member should be  
19 terminated for cause or otherwise have restrictive measures imposed, along with  
20 reasons for its finding; a summary of the testimony presented; and any dissenting  
21 opinions. In any hearing in which the faculty member has alleged discrimination,  
22 the report shall include a description of the evidence presented with regard to this  
23 allegation and the conclusions of the committee regarding the allegations of  
24 discrimination. The Dean shall review the committee's report and may accept,  
25 reject, or modify the committee's finding. The Dean shall render a decision within  
26 ten (10) working days from receipt of the committee's report. The decision shall be  
27 in writing and sent by certified mail to the faculty member, and a copy shall be sent  
28 to the Department Head and Chancellor.

29  
30 If the Dean's final decision is to terminate or impose restrictive measures and the  
31 faculty member is dissatisfied with the decision reached by the Dean, the faculty  
32 member may appeal to the Chancellor, with such appeal limited to alleged  
33 violations of procedural due process only. The faculty member shall deliver Notice  
34 of Appeal of Termination to the Chancellor within five (5) working days after receipt  
35 of the Dean's decision. The Notice of Appeal shall specify the alleged procedural  
36 defects upon which the appeal is based. The Chancellor may grant or deny the  
37 appeal in whole or in part. If the Chancellor grants the appeal, he shall review only  
38 the record from the hearing and reports rendered. The Chancellor shall not  
39 consider any new evidence. The Chancellor's review shall be limited to whether the  
40 faculty member received procedural due process. The Chancellor shall then either  
41 accept, reject, or modify the Dean's decision. The Chancellor shall render his  
42 decision within fifteen (15) working days of receipt of the faculty member's appeal.  
43 The decision shall be in writing and a copy of the decision shall be delivered by  
44 certified mail to the faculty member. Copies of the decision shall also be provided  
45 to the Department Head and Dean. The Chancellor's decision shall be final, except  
46 for appeal to the President of the LSU System as provided for in the Bylaws and  
47 Regulations of the Board of Supervisors of Louisiana State University.  
48

1 A faculty member who at any stage of the process fails to file a request for further  
2 action by the deadline indicates acceptance of the determination at the previous  
3 stage.

4  
5 Any time limit set forth in this procedure may be extended by mutual written  
6 agreement of the parties and, when applicable the consent of the chairperson of the  
7 *ad hoc* committee.

## 9 **9.4 RETRENCHMENT**

10 [LSUHSC-NO]

### 11 CRITERIA

12  
13  
14 LSUHSC-NO may terminate or reduce the contractual rights of faculty members  
15 when the Chancellor, upon authority of the President and Board of Supervisors,  
16 determines that it is necessary (1) to alleviate a financial exigency within the Health  
17 Sciences Center or subunit thereof, or (2) to effect a reorganization or elimination  
18 of an academic program of the institution. Financial exigency is defined as the  
19 critical, pressing, or urgent need on the part of the University to reorder its  
20 monetary expenditures in such a way as to remedy and relieve the state of urgency  
21 within the University.

22  
23 For more information, see the Bylaws, Section 5-13, 8/17/07 at  
24 <http://www.lsuohsc.edu/no/Administration/bylaws/> or  
25 <http://www.lsusystem.lsu.edu/bylawsandregulations.html>

### 26 RETRENCHMENT PLAN

27  
28  
29 In the event of financial exigency or the need to reorganize or eliminate an  
30 academic program, the Chancellor of LSUHSC-NO, after consulting with the officers  
31 of the Faculty Senate, will appoint an *ad hoc* committee of faculty and  
32 administrators to institute an orderly and consistent plan of retrenchment.  
33 Dismissal of faculty will only be initiated after all alternative means of alleviating  
34 the financial crisis have been exhausted or deemed inadequate. This retrenchment  
35 plan may be administered on a school-wide, departmental or program basis.

36  
37 Termination of faculty members in order to alleviate a financial exigency shall be in  
38 the following order:

- 39
- 40 ■ Faculty on term appointments, starting with the most recently appointed and  
41 then proceeding in reverse order of seniority.
  - 42 ■ Tenured faculty on continuous appointments, starting with the most recently  
43 appointed, and then proceeding in reverse order of seniority.

44  
45 For the purposes of this retrenchment plan, seniority shall mean total years of  
46 service at LSUHSC-NO as determined by the retirement system.

1 EXCEPTIONS TO THE RETRENCHMENT PLAN

2  
3 Department Heads or other administrators who wish to make specific exceptions to  
4 the Retrenchment Plan in order to avoid serious distortion of the academic program  
5 can appeal to the Dean of the appropriate school, who will act upon a  
6 recommendation made by an *ad hoc* committee of faculty members appointed by  
7 the Dean of the School.

8  
9 NOTICE

10  
11 Faculty and other employees under contract who are furloughed, laid off, or  
12 terminated before the end of their contract terms for reasons of financial exigency  
13 shall, whenever possible, be notified in writing by LSUHSC-NO at least ninety (90)  
14 days in advance of the date of the furlough, layoff, or termination, in accordance  
15 with LSU System Bylaws and Regulations Section 5.13.c. This written notice shall  
16 specify the cause of the termination, or reduction of time, provide a summary  
17 description of the facts relied on by the Health Sciences Center to make the  
18 decision, and a reference to the faculty member's rights to file an appeal pursuant  
19 to Handbook Section 10.10. Written notice shall be sent by certified U.S. mail,  
20 return receipt requested.

21  
22 ALTERNATIVE POSITIONS

23  
24 Faculty members whose employment time is terminated or reduced due to  
25 retrenchment will be eligible to transfer to any vacant LSUHSC-NO faculty position  
26 for which he is qualified, subject to the terms and conditions of employment  
27 attendant to that position. A faculty member's qualification for a vacant position  
28 shall be determined by the Dean of the appropriate school, after consultation with  
29 the Department Head involved, and approved by the Chancellor. A faculty member  
30 who exercises the rights accorded under this section and who is determined by the  
31 Dean of the school to be qualified for a vacant position will have a preemptive right  
32 to the position consistent with the retrenchment plan.

33  
34 REVIEW

35  
36 If a faculty member has been notified of termination or reduction of time, he may  
37 appeal only the procedural application of the plan.

38  
39 RECALL

40  
41 If vacancies become available, faculty terminated under the retrenchment plan will  
42 be recalled in the reverse order of dismissal. Faculty will be eligible for recall up to  
43 one year after dismissal. Exceptions to this order can be appealed by the  
44 Department Head to the Dean of the appropriate school, who will act upon a  
45 recommendation made by an *ad hoc* committee of faculty members appointed by  
46 the Dean of the school.

## 10.0 FACULTY RIGHTS, DUTIES, AND RESPONSIBILITIES

### 10.1 ACADEMIC FREEDOM

[Bylaws, Article VIII, Section 1, August 17, 2007]

<http://www.lsuohsc.edu/no/Administration/bylaws/or>

<http://www.lsusystem.lsu.edu/bylawsandregulations.html>

The University System is committed to the principle of academic freedom. This principle acknowledges the right of a teacher to explore fully within the field of assignment and to give in the classroom and elsewhere such exposition of the subject as the teacher believes to represent the truth. This principle also includes the right of a member of the academic staff of the University System to exercise in speaking, writing, and action outside the University the ordinary rights of a citizen, but it does not decrease the responsibility which the member of the academic staff bears to the University System, the State, and the Nation. When a member of the academic staff is not officially designated to represent the University System, the staff member must indicate clearly that he or she is speaking as an individual citizen.

Among the many implicit responsibilities which must be assumed by those enjoying the privileges of academic freedom shall be that of refraining from insisting upon the adoption by students or others of any particular point of view as authoritative in controversial issues.

Allegations that the academic freedom or other rights of a faculty member have been violated are to be settled according to the procedures outlined in Section [10.10](#) on the Faculty Appeals Process in this [Handbook](#). [LSUHSC-NO]

### 10.2 THE STATEMENT OF PROFESSIONAL ETHICS

[AAUP, June 1987]

[<http://www.aaup.org/AAUP/pubsres/policydocs/contents/statementonprofessionalethics.htm>]

The "Statement of Professional Ethics" promulgated by the American Association of University Professors is a reminder of the variety of obligations assumed by all members of the academic profession. This Statement, which has been adopted as the statement of ethics for the Health Sciences Center, is as follows:

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

- 1 2. As teachers, professors encourage the free pursuit of learning in their students.  
2 They hold before them the best scholarly and ethical standards of their  
3 discipline. Professors demonstrate respect for students as individuals and  
4 adhere to their proper roles as intellectual guides and counselors. Professors  
5 make every reasonable effort to foster honest academic conduct and to ensure  
6 that their evaluations of students reflect each student's true merit. They  
7 respect the confidential nature of the relationship between professor and  
8 student. They avoid any exploitation, harassment, or discriminatory treatment  
9 of students. They acknowledge significant academic or scholarly assistance  
10 from them. They protect their academic freedom.
- 11 3. As colleagues, professors have obligations that derive from common  
12 membership in the community of scholars. Professors do not discriminate  
13 against or harass colleagues. They respect and defend the free inquiry of  
14 associates. In the exchange of criticism and ideas professors show due respect  
15 for the opinions of others. Professors acknowledge academic debt and strive to  
16 be objective in their professional judgment of colleagues. Professors accept  
17 their share of faculty responsibilities for the governance of their institution.
- 18 4. As members of an academic institution, professors seek above all to be  
19 effective teachers, and scholars. Although professors observe the stated  
20 regulations of the institution, provided the regulations do not contravene  
21 academic freedom, they maintain their right to criticize and seek revision.  
22 Professors give due regard to their paramount responsibilities within their  
23 institution in determining the amount and character of work done outside it.  
24 When considering the interruption or termination of their service, professors  
25 recognize the effect of their decision upon the program of the institution and  
26 give due notice of their intentions.
- 27 5. As members of their community, professors have the rights and obligations of  
28 other citizens. Professors measure the urgency of these obligations in the light  
29 of their responsibilities to their subject, to their students, to their profession,  
30 and to their institution. When they speak or act as private persons they avoid  
31 creating the impression of speaking or acting for their college or university. As  
32 citizens engaged in a profession that depends upon freedom for its health and  
33 integrity, professors have a particular obligation to promote conditions of free  
34 inquiry and to further public understanding of academic freedom.

35  
36 Health Sciences Center faculty members are also expected to adhere to other  
37 professional codes of ethics related to their disciplines.  
38

1 **10.3** **VIOLATION OF THE STATEMENT OF**  
2 **PROFESSIONAL ETHICS**

3 [LSUHSC-NO]  
4

5 In the event that a faculty member is accused of violating the Statement of  
6 Professional Ethics, as discussed in Handbook Section 10.2, the following process  
7 will occur:  
8

- 9 A. The faculty member will receive a written statement of the charges, including a  
10 list of the names of all witnesses, delivered by certified U.S. mail.
- 11 B. The faculty member charged will have the opportunity to obtain copies of all  
12 documentary and other available evidence.
- 13 C. The faculty member, if he/she desires, will have an opportunity to prepare and  
14 to present a defense to the charges in a hearing before an impartial *ad hoc*  
15 committee appointed by the Dean of the school. The intent to present a  
16 defense must be submitted to the Dean in writing within ten (10) working days  
17 of receipt of the written statement of charges.
- 18 D. The *ad hoc* advisory committee will consist of three tenured faculty members  
19 and shall be advisory to the Dean. This committee shall establish a procedure  
20 for the investigation. After hearing all evidence, the committee shall make a  
21 determination to the Dean as to whether the charges are substantiated by the  
22 evidence. Legal counsel is not permitted at the hearing. Committee findings  
23 and all documentation shall be forwarded to the Dean. In the event that the  
24 faculty member is found to have violated the Statement, the committee will  
25 also forward to the Dean recommendations for sanctions.
- 26 E. If the Dean upon review of the matter and taking into account the *ad hoc*  
27 committee recommendation(s) finds that the faculty member has violated the  
28 Statement, the Dean shall inform the faculty member of such a decision in a  
29 letter sent by certified U.S. mail. Included in the letter will be sanctions to be  
30 imposed, if any.
- 31 F. In the letter the faculty member will also be informed that he/she may initiate  
32 an appeal based on the Faculty Appeals Policy detailed in Chancellor's  
33 Memorandum #24 and found in Handbook Section 10.10. The faulty member,  
34 if terminated, may initiate an appeal of termination for cause (Handbook  
35 Section 9.3.2) only on the grounds of violation of due process.
- 36 G. The faculty member may accept the decision of the Dean or may elect to  
37 appeal. The faculty member's decision to appeal must be submitted in writing  
38 within ten (10) working days after receipt of the Dean's letter.
- 39 H. The appeal, if allowed, will follow the process of the Faculty Appeals Policy  
40 detailed in Chancellor's Memorandum #24 and found in Handbook Section  
41 10.10.  
42  
43  
44  
45

1 **10.4        The LSUHSC-NO CODE OF CONDUCT**

2                    [[Office of Compliance Programs - Code of Conduct](#), 6/21/04]

3  
4 The Code of Conduct is a brief summary of the laws, regulations, and policies that  
5 govern the actions of those affiliated with LSUHSC-NO. The Code of Conduct does  
6 not replace the professional codes of conduct, but provides a set of expectations for  
7 everyone associated with LSUHSC-NO. Because the Code of Conduct is a summary  
8 of the laws, regulations and policies under which the University must operate.  
9 Adherence to the Code of Conduct is a condition of employment, and/or affiliation  
10 and faculty members must sign a form stating that they have read the Code.  
11

12 **10.5        DUTIES AND RESPONSIBILITIES OF THE FACULTY**

13                    [[By-laws](#), Article VIII, Section 2 and Chapter 1 – 2.2, 8/17/07]

14  
15 Each member of the academic staff is expected to be devoted to the  
16 accomplishment of the purposes for which the University System exists: instruction,  
17 research, and public service. Those members of the academic staff who comprise  
18 the faculty of the University System are charged to determine the educational  
19 policy of the System through deliberative action in their respective units and  
20 divisions.

21 <http://www.lsuhs.edu/no/Administration/bylaws/or>  
22 <http://www.lsusystem.lsu.edu/bylawsandregulations.html>

23  
24 The faculty or Faculty Council (The terms “faculty” and “Faculty Council” are used  
25 interchangeably in this Section (Bylaws 1-2-2).) shall establish curricula, fix  
26 standards of instruction, determine requirements for degrees, and generally  
27 determine educational policy, subject to the authority of the Board[of Supervisors].  
28 Except as otherwise provided, each faculty shall establish its own educational  
29 policies. It shall, within the framework of the educational policy of the System, have  
30 legislative power over all matters pertaining to its own meetings and may delegate  
31 its own authority to an elected Senate and/or to standing committees, whose  
32 authority shall be limited to matters which are proper to the faculty and which have  
33 been specifically delegated by the faculty. It shall make recommendations for the  
34 granting of degrees through its respective colleges or schools not within a college.

35 <http://www.lsuhs.edu/no/Administration/bylaws/> or  
36 <http://appl003.ocs.lsu.edu/ups.nsf/Bylaws?OpenView>

37  
38 **10.5.1       Responsibilities of the Faculty**

39                    [[By-laws](#), Article VIII, Section 5, August 17, 2007]

40 <http://www.lsuhs.edu/no/Administration/bylaws/> or  
41 <http://www.lsusystem.lsu.edu/bylawsandregulations.html>

42  
43 It is the basic principle that every member of the faculty of whatever rank shall at  
44 all times be held responsible for competent and effective performance of  
45 appropriate duties. No principle of tenure shall be permitted to protect any person  
46 from removal from a position after full and careful investigation, according to  
47 procedures of due process, has revealed that the person has not met and does not  
48 give promise of meeting the responsibilities of the position.

1  
2 **10.5.2 Principal Occupation**  
3 [LSUHSC-NO]  
4

5 Each full-time faculty member is expected to foster the mission of the Health  
6 Sciences Center as his principal occupation. Faculty members owe their  
7 professional activities to the Health Sciences Center in proportion to their  
8 appointment obligation.  
9

10 Employment activities outside the Health Sciences Center are governed by PM-11  
11 and Handbook Section 12.  
12

13 **10.5.3 Course Offerings and Content**  
14 [LSUHSC-NO]  
15

16 Course offerings and curricula are established by the faculties of the Schools of the  
17 Health Sciences Center. Individual faculty members are responsible for following  
18 the curriculum and for providing course content that will appropriately meet the  
19 needs of the students.  
20

21 Planning and presentation of course material is the responsibility of the course  
22 director. Course directors are responsible for ordering textbooks and other course  
23 materials. Course plans and evaluation procedures should be presented to  
24 students in writing at the outset of each course. Faculty members should teach  
25 material that is appropriate to the assigned level of each course.  
26

27 Faculty members are responsible for evaluating students and for assigning grades.  
28 Faculty members shall report the results of student evaluations within a reasonable  
29 time after the students' work is submitted for assessment. Course directors shall  
30 provide the Registrar and other appropriate individuals with grades and evaluations  
31 of students based on their academic and professional performance.  
32

33 Each faculty member is responsible for meeting deadlines established by course  
34 directors, Department Heads, the Registrar, the Health Sciences Center Bookstores,  
35 and other appropriate administrative offices.  
36

37 **10.5.4 Class-Related Responsibilities**  
38 [LSUHSC-NO]  
39

40 Faculty members are responsible for conducting instructional activities as  
41 scheduled. If a faculty member is unable to meet a regularly scheduled class,  
42 appropriate alternate instruction must be arranged and approved by the course  
43 director or Department Head.  
44

45 Faculty members shall be reasonably accessible to students and shall inform  
46 students about their availability for consultation about course work.

1  
2 **10.5.5**     **Student Advising**  
3                   [LSUHSC-NO]  
4

5 Since a fundamental objective of the Health Sciences Center is assisting students to  
6 develop their personal and professional potential, the Health Sciences Center  
7 emphasizes the role of its faculty in advising students. Appropriate advising must  
8 be founded on a sustained concern for the academic growth of students as well as  
9 for their personal well-being. Responsibilities for advising students may be  
10 allocated to individual faculty members by the administration of the School.  
11

12 The Faculty member's role as a student's advisor includes advising the student on  
13 academic program and career goals and recognizing a student's need for  
14 professional help in solving personal or academic problems and directing the  
15 student to the appropriate resource.  
16

17 **10.5.6**     **Service**  
18                   [LSUHSC-NO]  
19

20 SERVICE TO THE HEALTH SCIENCES CENTER  
21

22 Each faculty member shares responsibility for the administration and governance of  
23 the Health Sciences Center and is expected to participate regularly in faculty  
24 meetings and in such committee work as he assumes. Each faculty member should  
25 be available on a regular basis to assist the Department Head as needed in depart-  
26 mental affairs and to consult with colleagues.  
27

28 As members of the larger LSUHSC-NO community, faculty members are expected  
29 to make every effort to work cooperatively with members of all Departments and  
30 Schools.  
31

32 SERVICE TO THE COMMUNITY  
33

34 Faculty members are encouraged to participate in community service related to  
35 their particular disciplines. When a faculty member engages in community service  
36 related to his discipline, his role as a representative of the University should be  
37 considered carefully and made clear to others in his service group. Service  
38 activities in the general community, unrelated to a faculty member's discipline,  
39 include participation in civic programs and social endeavors. These service  
40 activities are generally encouraged by the Administration of the University.  
41

1 **10.6** **LEGAL AND ETHICAL CONSIDERATIONS**  
2 **AND CONSTRAINTS**

3  
4 **10.6.1** **Use of Copyrighted Material**  
5 [LSUHSC-NO]

6  
7 Faculty members are responsible for knowing and observing the laws about the use  
8 of copyrighted material. The regulations are set forth at  
9 <http://www.copyright.gov/title17/>.

10  
11 **10.6.2** **Sexual Harassment/Gender Discrimination**  
12 [CM-49, May 27, 2002]  
13 <http://www.lsuhs.edu/no/administration/cm/cm-49.aspx>

14  
15 LSU Health Sciences Center in New Orleans (LSUHSC-NO) is committed to providing  
16 a professional work environment that maintains equality, dignity, and respect for all  
17 members of its community. In keeping with this commitment, LSUHSC-NO prohibits  
18 discriminatory practices, including sexual harassment. Any sexual harassment,  
19 whether verbal, physical, or environmental, is unacceptable and will not be  
20 tolerated.

21  
22 Sexual harassment is illegal under federal, state and local laws. It is defined as any  
23 unwelcome sexual advance, request for sexual favors, or other verbal or physical  
24 conduct of a sexual nature when:

- 25 1. Submission to the conduct is made either explicitly or implicitly a term or  
26 condition of an individual's employment;
- 27 2. Submission to or rejection of such conduct by an individual is used as the  
28 basis for employment decisions affecting the individual; or
- 29 3. The conduct has the purpose or effect of unreasonably interfering with the  
30 individual's performance, or of creating an intimidating, hostile or offensive  
31 working environment.  
32

1 Types of behavior that constitute sexual harassment may include, but are not  
2 limited to:

- 3
- 4 ☐ Unwelcome sexual flirtations, advances or propositions;
- 5 ☐ Derogatory, vulgar, or graphic written or oral statements regarding one's  
6 sexuality, gender or sexual experience;
- 7 ☐ Unnecessary touching, patting, pinching or attention to an individual's body;
- 8 ☐ Physical assault;
- 9 ☐ Unwanted sexual compliments, innuendo, suggestions or jokes;
- 10 ☐ The display of sexually suggestive pictures or objects.

11  
12 Any member of the LSUHSC-NO community, who has a workplace sexual  
13 harassment complaint against a supervisor, co-worker, visitor, faculty member, or  
14 other person, has the right and obligation to bring the problem to the attention of  
15 LSUHSC-NO. Any supervisor who witnesses such conduct or receives a complaint  
16 must report the incident to Human Resource Management (HRM); an appropriate  
17 supervisor; or to those individuals designated in the following LSUHSC-NO  
18 publications: Faculty Handbook, Catalog/Bulletin, or Residents and Fellows Policies  
19 and Procedures.

20  
21 A staff member, who believes he or she has been sexually harassed, should  
22 immediately report the incident to the Labor Relations Manager of Human Resource  
23 Management (504/568-8742), the Director of Human Resource Management  
24 (504/568-4832), or to an appropriate supervisor. If the complaint involves  
25 someone in the staff member's direct line of supervision, the employee should  
26 inform another supervisor of the complaint. Any recipient of such a complaint  
27 should notify HRM.

28  
29 The Department of Human Resource Management will be responsible for  
30 investigating complaints of sexual harassment occurring between staff members;  
31 complaints made by staff against students; and complaints made by staff against  
32 other third parties. HRM will either investigate or assist those responsible for  
33 investigating complaints made by or against faculty members; made by students;  
34 or made by residents, in accordance with the policy contained in the following  
35 applicable LSUHSC-NO publications: Faculty Handbook, Catalog/Bulletin, or  
36 Residents and Fellows Policies and Procedures.

37  
38 Actions taken to investigate and resolve sexual harassment complaints will be  
39 conducted confidentially to the extent practicable and appropriate in order to  
40 protect the privacy of persons involved. An investigation may include interviews  
41 with the parties involved in the incident, and if necessary, with individuals who may  
42 have observed the incident or conduct or who have other relevant knowledge. The  
43 individuals involved in the complaint will be notified of the results of the  
44 investigation.

45  
46 There will be no discrimination or retaliation against any individual who makes a  
47 good faith sexual harassment complaint, even if the investigation produces

1 insufficient evidence to support the complaint. There will be no discrimination or  
2 retaliation against any other individual who participates in the investigation of a  
3 sexual harassment complaint. If the investigation substantiates the complaint,  
4 appropriate corrective and/or disciplinary action will be swiftly pursued.  
5 LSUHSC-NO will make every reasonable effort to insure that all members of the  
6 LSUHSC-NO community are familiar with this policy. Questions or concerns  
7 regarding this policy should be directed to the Labor Relations Manager of Human  
8 Resource Management.

9  
10 **10.6.3 Discrimination Policy**

11 [LSUHSC-NO]  
12

13 The Health Sciences Center does not tolerate the following types of discrimination:

14 Age	20 Religion
15 Disability (mental and physical)	21 Sex
16 Equal pay	22 Sexual harassment
17 National or ethnic origin	23 Marital status
18 Pregnancy	24 Veteran status
19 Race	

25  
26 Any individual who perceives such discrimination should report specific occurrences  
27 according to the procedure outlined in Handbook Section [10.6.4](#).

28  
29 For more detailed information on the LSUHSC-NO Equal Opportunity Policy see  
30 Handbook Section [4.5.2](#).

31  
32 **10.6.4 Discrimination Investigation and Appeals Procedure**

33 [LSUHSC-NO]  
34

35 A faculty member who feels that he or she has been the subject of discrimination  
36 based on age, disability (mental and physical), equal pay, national or ethnic origin,  
37 pregnancy, race, religion, sex, sexual harassment, marital status, or veteran status  
38 should inform his Department Head, Dean or the Office of Human Resource  
39 Management (HRM). Students and Residents should address questions of  
40 discrimination and/or harassment to their academic advisor, Department Head, the  
41 Dean of Students, or to HRM. Research associates should address complaints to  
42 their supervisors, Department Head, Dean, or to HRM. The recipient of a faculty or  
43 student complaint filed pursuant to this section will notify HRM and seek that  
44 office's assistance in connection with an investigation of the complaint. In all  
45 complaints involving a faculty member, the Chancellor or the Chancellor's designee  
46 shall select a member from the Faculty Senate to participate in and assist HRM in  
47 conducting its investigation. This Faculty Senate member shall not be from the  
48 faculty member's department or a witness to or otherwise involved in the  
49 complaint. The recipient of a faculty or student complaint will have one peremptory  
50 challenge of the faculty member selected from the Faculty Senate.  
51

- 1 A. An investigation will be conducted immediately by HRM and the designated  
2 faculty representative with care to safeguard the confidentiality of all the parties  
3 involved; however, in order to conduct an adequate investigation of the  
4 complaint, it may be necessary to discuss the complaint with witnesses and the  
5 accused. A complaint may be resolved at any point in this process at the  
6 recommendation of HRM with the consent of the parties and approval of the  
7 Chancellor.
- 8 B. A report of the investigation shall be submitted to the Chancellor, and shall  
9 include, when possible, conclusions concerning the allegations. The report  
10 should also include recommendations for a resolution of the complaint. The  
11 complainant and accused will be provided a summary of the conclusions by  
12 either HRM.
- 13 C. If the complaint is found to be valid, the accused may be directed to  
14 appropriate counseling, receive discipline, or be recommended for termination,  
15 depending on the degree or seriousness of the offense. In the event a faculty  
16 member, involved as either the accused or the victim, disagrees with the  
17 conclusions recommended as a result of the investigation, he or she may invoke  
18 the procedures set out in Handbook Section 10.10. If either party invokes this  
19 appeals process, the Chancellor or the Chancellor's designee will forward a copy  
20 of HRM's report to the Standing Appeal Committee. If allegations of  
21 discrimination are first raised as a part of a faculty appeal, that is, prior to an  
22 investigation of the complaint by Human Resource Management, the Chancellor  
23 shall refer the complaint to HRM for investigation in accordance with this  
24 section. No appeal shall proceed until an investigation has been conducted and  
25 a report of the investigation has been submitted to the Chancellor.
- 26 a. If allegations of discrimination are first received as part of a Termination for  
27 Cause proceeding, that is, prior to an investigation of the complaint by  
28 Human Resource Management, the Chancellor shall refer the complaint to  
29 HRM for investigation in accordance with this section. The hearing for  
30 Termination of Cause shall not proceed until an investigation has been  
31 conducted and a report of the investigation has been submitted to the  
32 Chancellor. The Chancellor shall then forward a copy of HRM's report to the  
33 *ad hoc* committee. The formal complaint may be oral or written, with  
34 sufficient specificity to allow efficient investigation.

35  
36 A person who complains in good faith will suffer no reprimand or retaliation.  
37 The person accused of discrimination will be promptly notified and will be given  
38 an opportunity to respond.  
39  
40

1 **10.7** **REPORTING MISCONDUCT IN RESEARCH**

2 [LSUHSC-NO, Office of the V. C. for Academic Affairs]

3  
4 LSUHSC-NO is required by the Department of Health and Human Services to  
5 develop an administrative process for reviewing reports of misconduct in scientific  
6 research. Misconduct includes but is not limited to plagiarism, use of fraudulent  
7 data, invalid administrative procedures and/or misappropriation of research funds.

8 A. MECHANISM FOR INITIAL INQUIRY INTO ALLEGATIONS OF MISCONDUCT IN  
9 RESEARCH – Initial written report of alleged misconduct should be brought to  
10 the attention of the supervisor of the individual(s) whose actions are in  
11 question. That person must immediately report the allegations to the next  
12 person above him in the administrative structure and/or the Department Head.  
13 That initial report with or without comment by the Department Head must be  
14 promptly referred in writing to the Dean of the school, if applicable, and to the  
15 Vice Chancellor for Academic Affairs (VCAA) within five (5) working days. The  
16 person accused of misconduct will be notified concomitantly. If the  
17 circumstances warrant, the person making the original allegations should report  
18 the incident directly to the Dean and the VCAA. In the event the allegations are  
19 judged by joint agreement of the Dean and the VCAA to warrant an inquiry, the  
20 matter will be referred to a standing Inquiry Committee.

21 The Inquiry Committee will consist of six senior tenured LSUHSC-NO faculty  
22 members experienced in research. Each LSUHSC-NO Dean will select one  
23 faculty member from his school to serve on this committee. The sole purpose  
24 of the Inquiry Committee will be to review, in fewer than twenty (20) working  
25 days, the available information, make a written report, and recommend to the  
26 VCAA whether or not an investigation should be conducted. The VCAA will  
27 make the final decision whether to terminate an inquiry or proceed with a  
28 formal investigation. If it is determined by the VCAA that there is not sufficient  
29 basis for pursuing the allegations, the matter will be considered closed. The  
30 findings and recommendation from the Inquiry Committee will be documented  
31 as well as the VCAA's reasons not to pursue a formal investigation.

32 The VCAA will be responsible for maintenance of an appropriately constituted  
33 file for each inquiry for at least 3 years. Documented inquiry results and the  
34 VCAA's decision will be made available to the individual(s) accused and to the  
35 person(s) making the allegations. The reasons for the VCAA's choice of action  
36 will be transmitted to the Inquiry Committee. All materials gathered by the  
37 Inquiry Committee, as well as their findings and recommendations, will be  
38 made available to the Investigation Committee if it is convened and to the  
39 appropriate funding agency.

40 From the onset, LSUHSC-NO will protect the rights and reputations of all parties  
41 including: the individual(s) who report the perceived misconduct in good faith,  
42 the individual(s) about whom the allegations are made, and the members of the  
43 Inquiry Committee.

1 LSUHSC-NO will always notify the PHS Office of Scientific Inquiry at the  
2 National Institutes of Health and/or any other appropriate awarding component  
3 immediately if findings from the inquiry process indicate an investigation is to  
4 be undertaken. There may be an instance when the awarding component will  
5 be notified by the VCAA even prior to the decision to initiate an investigation.  
6 The following factors will be considered in deciding when to notify the awarding  
7 component: (a) the seriousness of the possible misconduct; (b) when a  
8 situation involves an immediate health hazard; (c) when there is a need to  
9 protect the interests of the funding agency; (d) the need to protect the  
10 interest of the individual who is the subject of the impending investigation as  
11 well as his co-investigators and associates, if any; (e) the institution's  
12 responsibility to the scientific community and the public at large; and (f) within  
13 24 hours if there is a reasonable indication of possible criminal violation. The  
14 LSUHSC-NO may take appropriate interim administrative actions to protect  
15 Federal funds and ensure that the purposes of the Federal financial assistance  
16 are being carried out.

- 17 B. MECHANISM FOR INVESTIGATION OF ALLEGED MISCONDUCT IN RESEARCH –  
18 If the VCAA deems a more thorough investigation is warranted, an *ad hoc*  
19 Investigative Committee will be formed to initiate within twenty (20) working  
20 days a thorough investigation of the alleged misconduct. The Investigative  
21 Committee will consist of at least six (6) tenured impartial faculty members and  
22 will be selected by the VCAA. The VCAA will consider the merits of involving  
23 outside, objective parties in the investigation.

24 LSUHSC-NO will afford the affected individual(s) confidential treatment, a  
25 prompt and thorough investigation and an opportunity to provide evidence  
26 and/or documentation relative to the allegations and findings of the  
27 Investigative Committee and its recommendation.

28 In undertaking an investigation LSUHSC-NO will act promptly, ensure fairness  
29 to all, secure necessary and appropriate expertise to carry out a thorough and  
30 authoritative evaluation of the relevant evidence, and take precautions against  
31 real or apparent conflict of interest. The Investigative Committee will formulate  
32 a report of its findings and conclusions regarding the validity of the accusations  
33 and forward them to the VCAA who will be responsible for maintenance of a file  
34 for at least three years. The Investigative Committee may make recommenda-  
35 tions regarding administrative action to be taken. The VCAA will take the report  
36 of the committee under advisement and document in writing the reasons for the  
37 final decision and any administrative action. The VCAA will notify in writing the  
38 individual(s) accused of the decision.

39 The LSUHSC-NO will keep any applicable awarding component apprised on any  
40 developments during the course of the investigation. The LSUHSC-NO will  
41 disclose facts that: (a) may affect the current or potential funding for the  
42 individual(s) under investigation; (b) the awarding component needs to know  
43 to ensure appropriate use of its funds; or (c) protect the public interest.

1 C. ACTION TO BE FOLLOWED SUBSEQUENT TO AN INVESTIGATION – If the  
2 alleged misconduct is substantiated by a thorough investigation the following  
3 actions will be completed in a timely manner: (a) Appropriate sponsoring  
4 agency will be notified of the findings of the investigation. (b) All pending  
5 abstracts and papers emanating from fraudulent research will be withdrawn or  
6 corrected, if appropriate, and editors of journals in which previous abstracts and  
7 papers appeared will be notified. (c) Other institutions and sponsoring agencies  
8 with which the individual has been affiliated will be notified if there is reason to  
9 believe that the validity of previous research might be questionable. (d)  
10 Appropriate action will be taken to terminate or alter the status of a faculty  
11 member(s) whose misconduct is substantiated.

12 Institutional administrators will consider, in consultation with legal counsel,  
13 release of information about the incident to the public press, particularly when  
14 public funds were used in supporting fraudulent research.

15 If the alleged misconduct is not substantiated by a thorough investigation,  
16 formal efforts will be undertaken to restore fully the reputation of the  
17 researcher(s) under investigation. In addition, appropriate action will be taken  
18 against any parties whose involvement in leveling unfounded charges was  
19 demonstrated to have been malicious or intentionally dishonest. LSUHSC-NO  
20 will protect, to the maximum extent possible, the positions and reputations of  
21 those persons who, in good faith, make allegations of scientific misconduct.

22 Subsequent to the completion of an investigation, faculty practices and  
23 institutional policies and procedures for promoting the ethical conduct of  
24 research and investigating allegations of misconduct will be scrutinized and  
25 modified in light of the experience gained.

26 D. TIME CONSIDERATION – The LSUHSC-NO will take no more than twenty (20)  
27 working days to conduct its inquiry and determine whether an investigation is  
28 warranted. If the inquiry cannot be completed within twenty (20) working  
29 days, the VCAA will notify the awarding component immediately, provide the  
30 reasons for the delay and indicate when the inquiry would be complete. The  
31 LSUHSC-NO will take no more than eighty (80) working days to complete the  
32 investigation, prepare the report of findings, obtain the comments of the  
33 subject(s) of the investigation, and make a decision on the disposition of the  
34 case. If the institution determines, at the end of sixty (60) working days, that  
35 it cannot complete its investigation and related activities within the eighty (80)  
36 working day period, it will submit to the awarding component an interim report  
37 on progress to date and a timetable for completion of the necessary activities.  
38 Thereafter, a report will be submitted to the awarding component every forty  
39 (40) work days until such time that the investigation and all attendant actions  
40 are completed.

41

1 **10.8 DRUG FREE WORKPLACE/WORKFORCE**

2 [Please consult CM-23, 1/15/02]

3 <http://www.lsuhschool.edu/no/administration/cm/cm-23.aspx>

4  
5 **10.9 FITNESS FOR DUTY**

6 [CM-37, 08/12/04]

7 <http://www.LSUHSC-NO.edu/no/administration/cm/cm-37.aspx>

8  
9 I. Policy Statement

10 Any individual, who works or is enrolled at Louisiana State University Health  
11 Sciences Center in New Orleans (LSUHSC-NO), is expected to report to work/school  
12 in a fit and safe condition. An individual who has an alcohol, drug, psychiatric, or  
13 medical condition(s) that could be expected to impair his ability to perform in a safe  
14 manner must self report his medical status to his supervisor and provide a signed  
15 medical release indicating his fitness for work/school to the Campus Assistance  
16 Program (CAP).

17 LSUHSC-NO requires all faculty, staff, residents, students, or other LSUHSC-NO  
18 workers who observe an individual who is believed to be impaired or is displaying  
19 behavior deemed unsafe at work/school to report the observation(s) to their  
20 supervisor for appropriate action. Supervisors are then required to make an  
21 administrative referral to CAP for assessment. An individual who is referred to CAP  
22 and found to be impaired must provide CAP, prior to returning to work, with a  
23 signed medical release indicating he is fit to resume his work or school  
24 responsibilities at LSUHSC-NO.

25 II. Scope

26 This policy applies to all faculty, staff, residents, students, contract and subcontract  
27 workers, medical staff, volunteers, laborers, or independent agents (henceforth  
28 referred to as individuals) who are conducting business on behalf of, providing  
29 services for (paid or gratis), or being trained at LSUHSC-NO.

30 III. Purpose

31 LSUHSC-NO promotes and protects the well-being of faculty, staff, residents,  
32 students, and patients by:

- 33     ▪ Ensuring that an individual whose condition could place him "at risk" of  
34     causing a danger to self or others does not return to work/school until the  
35     individual is fit to return to employment/enrollment and is provided  
36     optimum support and supervision to minimize future risks and relapse
- 37     ▪ Identifying impaired individuals and providing assistance in obtaining care  
38     and/or rehabilitation to impaired individuals
- 39     ▪ Ensuring impaired individuals are fit for employment/enrollment upon  
40     return to LSUHSC-NO

1 IV. Definitions

2 Administrative Body – The administrative authority for all individuals, except  
3 students, shall rest with Human Resource Management and/or the Dean or his  
4 designee of the school in which the individual works. Administrative authority for  
5 students shall rest with the Dean of Student Affairs or the Dean of Academic Affairs  
6 of the student’s respective school.

7 **Administrative Referral Form** – is a form used by supervisors to document the  
8 reason(s) an individual is believed to be impaired or in an unsafe condition at  
9 work/school.

10 At Risk Individual – is an individual whose condition is in remission, who is at risk  
11 for relapse, and in whom recurrence of his problem(s) could pose a danger to self  
12 or others.

13 **Continuation of Employment/Enrollment Contract** – is a contract between  
14 LSUHSC-NO and an individual that establishes conditions under which LSUHSC-NO  
15 will allow an “at risk” individual to continue in his employment/enrollment.

16 Drug – is defined as a controlled substance according to schedules I through V of  
17 Section 202 of the Controlled Substances Act (21 U.S.C. 812).

18 **Medical Release – Fitness for Employment/Enrollment Form** – is an LSUHSC-  
19 NO form that must be completed by an appropriate physician or therapist indicating  
20 the individual's fitness to return to work or school.

21 Signs of Unsafe/Impaired Behavior – unsafe/impaired symptoms may include, but  
22 are not limited to, the following:

- 23 ▪ Drowsiness or sleepiness
- 24 ▪ Alcohol and/or drug odors on the breath
- 25 ▪ Slurred or incoherent speech
- 26 ▪ Confusion
- 27 ▪ Aggressive behavior
- 28 ▪ Unexplained mood changes
- 29 ▪ Lack of manual dexterity
- 30 ▪ Lack of coordination
- 31 ▪ Work or school related accidents or injuries where a reasonable suspicion of  
32 substance abuse exists
- 33 ▪ Excessive sloppiness
- 34 ▪ Illegible or errant charting
- 35 ▪ Leaving work area for extended periods or for unexplained reasons

36 Pronouns – Generic masculine pronouns, such as he/him/his are used when  
37 addressing an “indefinite” or “undefined” individual and are used to address both  
38 male and female when the gender is unknown. The singular encompasses the  
39 plural.

1 V. Self-Referral Procedures

2 An individual must report his medical status to his supervisor and obtain a **Medical**  
3 **Release Fitness for Employment/Enrollment Form** (see Section IX) if:

- 4     ▪ He is seeking treatment or being treated for alcohol or drug  
5       abuse/dependency while employed/enrolled at LSUHSC-NO,
- 6     ▪ He is hospitalized for or absent from work/school due to a medical or  
7       psychiatric condition that could be expected to impair his ability to perform  
8       his work/school duties in a safe manner, or
- 9     ▪ He is taking prescription medication(s) that could be expected to impair his  
10      ability to perform his work/school duties in a safe manner

11 VI. Referral Procedures for Individuals Who are Found to be Impaired at  
12 Work/School

13 A. Identifying the Individual

14 Supervisors who observe or receive any information about an individual who  
15 is believed to be impaired or in an unsafe condition at work/school must  
16 document the incident on an **Administrative Referral Form** (Appendix I  
17 available online as part of CM-37), interview the individual, and notify the  
18 appropriate Administrative Body.

19 B. Suspension from Work or School

20 The respective Administrative Body will suspend the individual, with pay (if  
21 applicable), from his work/school responsibilities, pending an investigation;  
22 give suspension instructions to the individual; and immediately refer the  
23 individual to the Campus Assistance Program (CAP) for  
24 assessment/treatment.

25 C. Referral of Impaired Individuals

26 The supervisor or the respective Administrative Body will:

- 27     1. Inform the individual that his behavior has been documented and  
28       that an administrative referral has been made to CAP for evaluation  
29       or drug testing as appropriate.
- 30     2. Contact CAP by calling 568-3931 or 568-8888 and provide the CAP  
31       counselor with a copy of the **Administrative Referral Form**, and  
32       immediately and directly escort the individual to CAP for an  
33       appropriate evaluation. The supervisor will stay with the individual  
34       until completion of the evaluation.

35 VII. Sanctions

36 Sanctions that may be imposed on individuals who violate this policy include:

- 37     ▪ Oral/written warning
- 38     ▪ Written reprimand
- 39     ▪ Suspension with/without pay
- 40     ▪ Termination

1 Refusal of assistance, evaluation, and/or drug testing will result in notification of  
2 the appropriate Administrative Body and is grounds for termination or suspension.  
3 The LSUHSC-NO Campus Police will be notified to escort the individual from  
4 LSUHSC-NO premises.

5 City, State, or professional licensing boards and other agencies will be informed if  
6 applicable and/or as required.

#### 7 VIII Assistance Program Evaluations

8 As part of the CAP evaluation, the CAP counselor may request additional psychiatric  
9 evaluations, medical evaluations, or laboratory testing including testing for the  
10 presence of alcohol and/or drugs. Additional evaluations and tests beyond the  
11 scope of normal services provided by CAP will be the financial responsibility of the  
12 individual.

13 If an evaluation reveals that an individual is impaired, the supervisor will be  
14 informed orally and in writing by the CAP counselor that the individual referred for  
15 evaluation is not fit for work or school. The supervisor will then contact the  
16 appropriate Administrative Body to report CAP's findings. If the individual is  
17 impaired, he will be sent home. The impaired individual will be offered assistance  
18 and discouraged from driving. If an evaluation reveals that an individual is posing a  
19 danger to self or others, the CAP Counselor will arrange for appropriate clinical  
20 intervention.

#### 21 IX **Medical Release: Fitness for Employment/Enrollment Form**

##### 22 A. Medical Release Stating No Follow-Up Treatment Is Necessary

23 Prior to returning to work/school, an individual who requires no follow-  
24 up treatment must:

25 

- 26 ■ Provide CAP with a Medical Release - **Fitness For Employment/  
27 Enrollment Form** signed by an appropriate physician or therapist  
28 indicating the individual's fitness for work/school and stating that  
no further follow-up treatment is needed, and

29 

- Obtain an evaluation and clearance from CAP

##### 30 B. Medical Release Stating Follow-Up Treatment Is Necessary

31 An "at risk" individual who has been removed from work/school and  
32 who has: 1) tested positive for the presence of alcohol or drugs and/or  
33 (2) been diagnosed or treated for medical and/or psychiatric problems  
34 and whose condition is in remission as the result of ongoing therapy,  
35 may return to work/school if he agrees to provide the following:

36 

- 37 ■ A signed **Medical Release - Fitness for Employment /  
38 Enrollment Form** and medical evidence indicating his fitness for  
work/school

39 

- Evidence of continued care and an outpatient treatment plan  
40 approved by CAP

41 

- A signed **Continuation of Employment/Enrollment Contract**

42 

- Agreement to have close performance monitoring

- 1           ▪ Agreement to have alcohol and drug testing, if the individual
- 2           tested positive for alcohol or drugs or was diagnosed with an
- 3           alcohol or drug abuse/dependency problem
- 4           ▪ Agreement to have periodic medication checks and laboratory
- 5           testing, if the individual was diagnosed with a condition(s)
- 6           requiring psychotropic medication

7   **X. Continuation of Employment/Enrollment Contract**

8   LSUHSC-NO will require as a condition of continued employment/enrollment an "at  
9   risk" individual to maintain a continued care plan either recommended or approved  
10   by CAP and to sign a **Continuation of Employment/Enrollment Contract** with  
11   the following stipulations:

- 12           ▪ LSUHSC-NO will require, as a condition of continued employ-  
13           ment/enrollment, an "at risk" individual to participate in additional  
14           appropriate follow-up programs as determined by CAP. The follow-up  
15           programs may run from one to five years, with regular reports to CAP.
- 16           ▪ The individual will authorize all persons involved in his evaluation and/or  
17           treatment to disclose to the CAP counselor any evaluation or information  
18           relevant to his treatment. Withdrawal or failure to complete the treatment  
19           program successfully, failure to have necessary medical or psychological  
20           evaluations, evidence of non-compliance with treatment guidelines,  
21           incomplete treatment, non-compliance with an aftercare program, or failure  
22           to abide by any part of a **Continuation of Employment/Enrollment**  
23           **Contract** will be grounds for immediate suspension or termination.
- 24           ▪ An individual who is returning to work/school will be required to provide an  
25           appropriately signed **Medical Release - Fitness for Employ-**  
26           **ment/Enrollment Form** documenting the individual is fit to perform all  
27           duties of his position.
- 28           ▪ Submission to periodic or random alcohol and drug tests is required as a  
29           condition for continued employment/enrollment for an individual who has  
30           tested positive for alcohol or drugs or was diagnosed with an alcohol or  
31           drug abuse/dependency problem. Subsequent evidence of alcohol/drug  
32           abuse, drug related misconduct, or positive alcohol/drug test may result in  
33           notification of local, State, or federal law enforcement agencies and  
34           professional licensing boards (if applicable) and will be grounds for  
35           immediate suspension/termination of employment/enrollment.

36   **XI. Confidentiality**

37   Except as otherwise provided by this policy or in an executed release form, any  
38   information related to participation in CAP or any of its services shall be kept  
39   confidential. Information, however, will be released to the individual's immediate  
40   supervisor, Human Resource Management, the appropriate Administrative Body,  
41   the administrator(s) responsible for supervising the individual, the administrator(s)  
42   of organizations that provide personnel to LSUHSC-NO, the individual's licensing  
43   boards' Impaired Professional Program (if applicable), and appropriate agencies  
44   (when required).

1 All alcohol and drug testing, treatment, and referral under this policy will be done in  
2 strict confidence. Information regarding results, such as the alcohol concentration  
3 or the identification of a drug, will be provided only to

- 4     ▪ The Medical Review Officer (MRO),
- 5     ▪ The individual's immediate supervisor,
- 6     ▪ Human Resource Management,
- 7     ▪ The appropriate Administrative Body,
- 8     ▪ Administrator(s) responsible for supervising the individual,
- 9     ▪ Administrator(s) of organizations that provide personnel to LSUHSC-NO,
- 10    ▪ The individual's licensing board's Impaired Professional Program (if  
11      applicable), and
- 12    ▪ Appropriate agencies (when required).

14 All alcohol and drug test results will be maintained in separate files and handled in  
15 accordance with Federal Law 42 CFR Part 2.

## 17 **10.10     PROCEDURES FOR FACULTY** 18 **GRIEVANCES/APPEALS**

19 [CM-24, 08/12/04]

20 <http://www.lsuhs.edu/no/administration/cm/cm-24.aspx>

### 22 INTRODUCTION

24 The following procedure is established to provide faculty members with a  
25 mechanism to address personnel and other work-related problems. The issue  
26 presented by grievance, and when applicable, by appeal should be one that has not  
27 or cannot be resolved within the regular administrative procedures. These  
28 procedures do not apply to Termination for Cause. The applicable due process  
29 procedures for Termination for Cause are found in Faculty Handbook Section 9.3.2.

### 31 DEFINITIONS

- 32     ☐ "Chancellor" refers to the Chancellor of the LSU Health Sciences Center in New  
33     Orleans or his designee.
- 34     ☐ "Parties to the Appeal" refers to the complainants, i.e. the person making the  
35     complaint and the person or persons against whom the complaint is made/or  
36     whose decision is contested.
- 37     ☐ "Faculty Member" refers to any full time salaried academic member of the  
38     Health Sciences Center in New Orleans or any part time individual enfranchised  
39     by any of the schools of the Health Sciences Center in New Orleans.
- 40     ☐ "Days" refers to official LSUHSC-NO working days.
- 41     ☐ "Peremptory Challenges" refer to challenges as to those persons scheduled to  
42     serve on a Committee or a chairperson of a Committee, which challenges do  
43     not require assignment of reasons and which challenges shall be granted.

- 1 🟡 “Dean” refers to the Dean of the applicable LSUHSC-NO school or his designee.  
2 🟡 Any reference herein to masculine also encompasses the feminine, and to the  
3 singular also encompasses the plural

#### 4 5 GENERAL PROVISIONS

- 6 A. The filing of a grievance or appeal does not relieve the complainant of assigned  
7 duties and responsibilities.
- 8 B. This grievance procedure is written in terms of a complaint against the decision  
9 of the Department Head. A complaint against the decision of a Dean or Vice  
10 Chancellor also follows the steps as delineated, beginning with informal  
11 discussion, then filing an appeal, if applicable, to the next level in the chain of  
12 authority.
- 13 C. All Parties to the appeal shall attempt to resolve the conflict or dispute at the  
14 lowest administrative level possible. If these efforts fail then informal  
15 reconciliation and/or a formal appeal can be initiated. The faculty member who  
16 believes that he has been treated unjustly is obliged to confer informally with  
17 the individual or individuals responsible for the action.
- 18 D. Two or more faculty members who allege that they have received similar unfair  
19 treatment may petition the Chancellor to have their appeals considered  
20 together. This decision to consolidate appeals shall be made by the Chancellor.  
21 If the appeals are consolidated, the Standing Appeal Committee may make  
22 separate recommendations regarding each faculty member. Claimants can  
23 refuse consolidation.
- 24 E. A faculty member who at any stage of the process fails to follow a request for  
25 further action by the deadline indicates acceptance of the determination at the  
26 previous stage. A faculty member who does not receive a response by the  
27 deadline may immediately proceed to the next stage of the procedure.
- 28 F. Any time limit set forth in this procedure may be extended by mutual written  
29 agreement of the Parties and, when applicable, the consent of the Chairperson  
30 of the appropriate committee.
- 31 G. If a faculty member seeks resolution of the matter through any agency outside  
32 of the Health Sciences Center, whether administrative, judicial, or other agency,  
33 the Health Sciences Center shall have no obligation to continue appeal  
34 proceedings subject to constraints of law.

#### 35 36 INFORMAL RECONCILIATION







37  
38 A faculty member shall discuss a grievance with his Department Head within thirty  
39 (30) days of the most recent incident. Thereafter, both the faculty member and the  
40 party allegedly responsible for the complained of action shall meet with the  
41 Department Head in a serious, good faith attempt to resolve the dispute. In the  
42 case of a complaint against an action by the Department Head, the faculty member  
43 shall first discuss the grievance with the Department Head in an attempt at informal  
44 resolution. Regardless against whom the complaint is made, the majority of issues  
45 should be resolved at this stage.  
46

1 If after informal discussion, the matter is not resolved between the faculty member  
2 and the party allegedly responsible for the complained of action, the faculty  
3 member may request intervention by the Dean. The faculty member shall deliver  
4 the Request for Intervention to the Dean within ten (10) days after the meeting  
5 with the Department Head. The Request for Intervention shall include the  
6 following: a concise statement of the complaint; a reference, when applicable, to  
7 the section(s) of the Faculty Handbook that were allegedly violated, and a  
8 statement of relief sought.  
9

10 The Dean or his designee shall arrange a meeting with the concerned Parties within  
11 ten (10) days of receipt of the Request for Intervention. At the close of the  
12 meeting or within five (5) days thereafter, the Dean shall render a decision. The  
13 decision shall be in writing and a copy of the decision shall be delivered by certified  
14 mail to the faculty member. Copies of the decision shall also be provided to the  
15 Department Head and the party allegedly responsible for the complained of action.  
16 The decision of the Dean shall be final in matters deemed not appealable.  
17

## 18 FORMAL APPEAL

19  
20 Not all personnel and work-related problems are of a nature such that they will be  
21 subject to formal appeal. In the case of grievances that do not involve appealable  
22 issues, the decision of the Dean will be final. In cases involving appealable issues  
23 as defined in this policy, the following procedure will be applicable. The following  
24 are defined as appealable issues:

- 25  Alleged denial of academic freedom;
- 26  Alleged failure to follow due process procedures with respect to appointment  
27 renewals, tenure, promotion, compensation, retrenchment, suspension or  
28 reassignment;
- 29  Alleged violation, misinterpretation, or inequitable application of a Faculty  
30 Handbook provision;
- 31  Alleged discrimination on the basis of age, sex, race, religion, national origin,  
32 marital status, disability, or veteran status;
- 33  Findings of sexual harassment, sexual discrimination, or any other  
34 discrimination;
- 35  Personnel decisions by Department Heads, other administrators, or faculty  
36 committees, which allegedly do not conform to the letter or intent of  
37 established and accepted procedures and criteria.

38  
39 Non-reappointment and judgments regarding academic quality or professional  
40 performance, including the granting or denial of tenure, are not proper subjects for  
41 appeal; however, the propriety of the procedures employed in making such  
42 determination is subject to the appeals procedure.  
43

1 STANDING APPEAL COMMITTEE

2  
3 A Standing Appeal Committee shall be formed to hear faculty appeals. This  
4 Committee shall be advisory to the Chancellor and shall report only to him. The  
5 Committee shall be constituted of six (6) faculty members and six (6) faculty  
6 alternates appointed by the Chancellor, after consulting with the officers of the  
7 Faculty Senate, from the elected representatives of each school of the Health  
8 Sciences Center. As each member and alternate rotates off the Committee, a  
9 replacement and corresponding alternate shall be selected to serve for a period of  
10 six (6) years. The Chairperson of the Committee and his alternate shall serve in  
11 such capacities for a one-year period and shall be that individual and his  
12 corresponding alternate serving in their last year on the Committee. The  
13 Chancellor may reappoint Committee members though no Committee member may  
14 serve consecutive terms.

15  
16 Each party to the appeal is allowed two peremptory challenges, which must be  
17 submitted in writing to the Chairperson of the Committee within five (5) days of  
18 notification by Chancellor of those persons constituting a Standing Appeal  
19 Committee. Thereafter, the challenged Committee member (including, if  
20 appropriate, the Committee Chairperson) shall be recused and his alternate shall  
21 serve.




22  
23 If a member of the Committee believes that it would be inappropriate for him to  
24 hear and decide a particular case due to a perceived conflict of interest, he may  
25 recuse himself prior to convocation of the formal hearing. Under these  
26 circumstances, the member's corresponding alternate shall replace the recused  
27 Committee member. If members become unable to continue to serve after  
28 deliberations have begun, the Committee shall continue without its full  
29 complement. However, a minimum of four (4) Committee members must be  
30 present at each session, or the session will be canceled. If vacancies occur after  
31 the deliberations have begun, such that the Appeal Committee is reduced to fewer  
32 than four (4) members, the Appeal Committee procedure will be void, the  
33 Chancellor will designate an *ad hoc* Committee and alternates, and the Formal  
34 Appeal procedures will begin again.

35  
36 APPEAL PROCEDURE



37  
38 In cases involving appealable issues, a faculty member dissatisfied with the decision  
39 of the Dean may institute a formal appeal as follows:

40  
41 The faculty member shall deliver Notice of Appeal to the Chancellor within five (5)  
42 days after receipt of the Dean's decision. The Notice of Appeal shall include the  
43 Request for Intervention and a copy of the Dean's decision. The Chancellor shall  
44 make the determination as to whether an issue presented is appealable under the  
45 provisions of this procedure. This decision of the Chancellor is not subject to  
46 appeal. Appeals involving allegations of discrimination, which have not yet been  
47 investigated pursuant to Handbook Section 10.6.4, shall be referred to HRM by the  
48 Chancellor for investigation, and report.

1 Upon receipt of the Notice of Appeal (or in cases where there has been an  
2 allegation of discrimination, after receipt of the report and recommendations of  
3 HRM), the Chancellor shall within ten (10) days take one of the following actions:

- 4  Consider the matter and grant the relief sought or adopt the decision of the  
5 Dean.
- 6  Grant the appeal and convene the Standing Appeal Committee.
- 7  Deny the appeal in whole or part as not setting forth an appealable issue. In  
8 cases where an appeal is based in whole or part on discrimination, the  
9 Chancellor shall refer that portion of the appeal to the Standing Appeal  
10 Committee.

11  
12 The Chancellor's decision shall be in writing and a copy of the decision shall be  
13 delivered by certified mail to the concerned Parties. Copies of the decision shall  
14 also be provided to the Dean. If the Chancellor grants the appeal and decides to  
15 convene the Committee, he shall within ten (10) days of his decision:

- 16  Notify the Chairperson of the Standing Appeal Committee in writing and provide  
17 the Chairperson with a copy of the Notice of Appeal, and (in the case of alleged  
18 discrimination), a copy of the report and recommendation of Human Resource  
19 Management; and
- 20  Notify the parties to the appeal of the names of the Committee members.

21  
22 Upon receipt of the Notice of Appeal, the Chairperson shall distribute a copy of the  
23 formal appeal to the Committee members. Each party to the appeal shall be  
24 allowed two (2) peremptory challenges which must be submitted in writing to the  
25 Chancellor within five (5) days of receipt of notification as to the composition of the  
26 Standing Appeal Committee. The Chairperson shall establish the hearing date. The  
27 Parties shall be given at least fifteen (15) days notice of the date, time, and place  
28 of the hearing. The Chairperson shall send the notice by certified mail and copies  
29 of the notice shall be provided to the Dean and Chancellor. Each party shall provide  
30 the Committee Chairperson and the other party a witness list, a brief summary of  
31 the testimony expected to be given by each witness, and a copy of all documents to  
32 be introduced at the hearing at least ten (10) days prior to the hearing. In  
33 addition, the Appeals Committee shall conduct its own independent investigation  
34 with regard to the action being challenged. If during its own independent  
35 investigation, the Committee deems documents to be relevant which have not been  
36 submitted by the Parties, the Committee shall provide copies to each party at least  
37 ten (10) days prior to the hearing. Health Sciences Center records and documents  
38 relevant to the case shall be made available to the Committee on request, subject  
39 to legal constraints or applicable pledges of confidentiality.

40  
41 The hearing shall be conducted as follows.

42  
43 The Chairperson of the Committee shall conduct the hearing. In cases of  
44 retrenchment, the *ad hoc* committee's plan of retrenchment will be considered  
45 presumptively valid, but the burden of justifying exceptions to the plan (such as a  
46 departure from the order of seniority) will rest with the administration. Each party

1 shall have the right to appear, to present a reasonable number of witnesses, to  
2 present documentary evidence, and to cross-examine witnesses. The Committee  
3 may call additional witnesses the Committee believes have relevant testimony to  
4 offer. Testimony is under oath or affirmation before a certified court reporter.  
5 Testimony may be received telephonically, subject to the convenience of the  
6 Committee members. The Parties may be excluded when the Committee meets in  
7 executive session.

8  
9 The faculty member may be accompanied by an attorney as a non-participating  
10 advisor. If the faculty member elects to have an attorney present, the party  
11 allegedly responsible for the complained of action may also be accompanied by an  
12 attorney. The attorneys for the Parties may confer and advise their clients upon  
13 adjournment of the proceedings at reasonable intervals to be determined by the  
14 Chairman, but may not question witnesses, introduce evidence, make objections or  
15 present argument during the hearing. However, the right to have an attorney  
16 present can be denied, discontinued, altered, or modified if the Committee finds  
17 that such is necessary to ensure its ability to properly conduct the hearing. Rules  
18 of evidence and procedure are not applied strictly, but the Chairman shall exclude  
19 irrelevant and duly repetitious testimony. The Chairman shall rule on all matters  
20 related to the conduct of the meeting and may be assisted by University Counsel.  
21 Upon request, the Chairman shall invite an AAUP representative to be present  
22 during the hearing as a non-participating observer.

23  
24 The hearing shall be recorded by a certified court reporter. At the request of the  
25 Chancellor, Dean, or Committee Chairperson, the recording of the hearing shall be  
26 transcribed in which case each party to the appeal, upon written request, shall  
27 receive a copy of the transcript.

28  
29 Following the hearing and after reviewing all of the evidence, the Committee shall  
30 render a written report to the Chancellor within ten (10) days. This report shall  
31 include the Committee's findings and recommendations, a summary of the  
32 testimony presented, and any dissenting opinions. The Chancellor shall review the  
33 Committee's report and may accept, reject, or modify the Committee's findings and  
34 recommendations. The Chancellor shall render a written decision within ten (10)  
35 days of receipt of the Committee's report. The Chancellor's final decision along  
36 with a copy of the Standing Appeal Committee's findings and recommendations,  
37 shall be sent to the Parties by certified mail, and copies shall be sent to the  
38 members of the Standing Appeal Committee, the Dean, Department Head, and any  
39 other appropriate administrators. The Chancellor's decision shall be final, except  
40 for appeal to the President of the LSU System as provided for in the Bylaws and  
41 Regulations of the Board of Supervisors of Louisiana State University.

## 11.0 FACULTY DEVELOPMENT

### 11.1 SABBATICAL LEAVE

[Bylaws Chapter 3 Section 3-1, 8/17/07]

<http://www.lsuohsc.edu/no/Administration/bylaws/> or

<http://www.lsusystem.lsu.edu/bylawsandregulations.html>

Full-time academic employees [Sec. 2-1a(1)] at the rank of Instructor (or equivalent) or above, who have completed six years of service on the campus without having received leave with pay, may petition for sabbatical leave for study and research, the object of which is to enable them to increase their professional efficiency and usefulness to the System. Adequate justification setting forth the plan for each sabbatical leave shall be stated, and report of the accomplishments under each leave granted shall be made promptly upon return from sabbatical leave. Sabbatical leave shall normally be approved for the purpose of seeking a higher degree only under unusual circumstances. Persons employed on a 12-month basis may be granted 12 months' leave with one-half pay or six months' leave with full pay. Persons employed on nine-month basis may be granted nine months' leave with one-half pay or four and one-half months' leave with full pay. The chief administrative officer of each campus shall, after receiving requests from the appropriate academic dean or other administrative head, make recommendations for sabbatical leave through the President to the Board. A member of the academic staff who is granted sabbatical leave shall be required to return to his University duties for at least a year before accepting employment elsewhere. A condition for granting of a sabbatical leave is the potential benefit the University will receive as a result of the sabbatical.

Under unusual circumstances, persons may accept employment during sabbatical leave if such employment is approved in advance by the chief administrative officer of the campus, and the President as supportive of the purposes of the leave.

### 11.2 LEAVE TO OBTAIN ADVANCED DEGREE

[Bylaws Chapter 3, Section 3-2, 8/17/07]

<http://www.lsuohsc.edu/no/Administration/bylaws/or>

<http://www.lsusystem.lsu.edu/bylawsandregulations.html>

Members of the instructional, research, and extension staff on full-time regular academic appointment, who have completed two consecutive years of service at the rank of Instructor (or equivalent) or above, may petition for a leave of absence with part pay for not more than one year of study which will culminate in the receipt of an advanced degree. Such petition shall set forth the course of study to be pursued, the institution to be attended, an account of the petitioner's prospect for securing an advanced degree, and such other information as may be required. The petition shall be granted only after the chief administrative officer of the campus and the appropriate academic dean or administrative officer have determined that the interests of the System will be best served by granting such leave and that the petitioner will return to his University duties for at least two years before accepting employment elsewhere. Leaves to obtain advanced degrees will be granted by the

1 Board upon recommendations through the President from the chief administrative  
2 officers of the various campuses. The amount of pay to be allowed under such a  
3 grant shall be determined in each individual case, but in no event shall it exceed  
4 one-half of the regular salary which would accrue to the petitioner during the period  
5 of leave.

6  
7 For the academic-year employee, the term "regular" refers to the salary of the  
8 academic year, without presumption of summer term appointment. If the  
9 petitioner, upon taking educational leave, does not return to the University for the  
10 required two years, the petitioner shall pay back to the University the amount paid  
11 to the petitioner for the leave. The period of service completed prior to granting of  
12 leave under this section shall not be counted in considering eligibility for sabbatical  
13 leave.

14

1 **12.0** **OUTSIDE EMPLOYMENT**

2  
3 **12.1** **OUTSIDE EMPLOYMENT OF UNIVERSITY**  
4 **EMPLOYEES**

5 [PM-11, 5/12/1993]

6 <http://www.lsuohsc.edu/no/Administration/pm/pm-11.aspx> or

7 <http://www.lsusystem.lsu.edu/permanentmemoranda.html>

8  
9 I. Introduction

10 Louisiana State University recognizes that certain outside employment  
11 activities are of benefit to the University, to the State of Louisiana and to the  
12 private sector as well as to individual employees. Although the University  
13 recognizes a right of employees to engage in outside employment, it has  
14 established policies and procedures requiring that such outside employment  
15 be disclosed and submitted for administrative review and approval.

16 A. All full-time employees of the University including faculty, other  
17 academic, unclassified and classified, are required to abide by this  
18 presidential memorandum at all times, including during regular and  
19 summer term and while on paid or unpaid leave.

20 B. Outside employment is defined as any non-University activity for which  
21 economic benefit is received, including but not limited to:

22 1 Employment with any non-University employer.

23 2 Contracts to provide consulting, personal or professional  
24 services to non-University individuals or entities, including  
25 publishing agreements or arrangements.

26 3 Self-employment or operation of a business.

27 C. Economic benefits include cash payments or such other non-cash  
28 economic benefit, e.g., share of profits, shares of stock, equity  
29 participation, etc. as the employee and outside employer may agree;  
30 provided that such non-cash economic benefit shall not have a present  
31 value significantly in excess of fair compensation for the services  
32 rendered. Compensation rates for outside employment need not be  
33 related to University salary rates but should be negotiated fairly based  
34 on normal private sector levels for similar services.

35 D. Outside employment shall be performed only outside of assigned  
36 working hours or responsibilities or during a period of paid or unpaid  
37 leave. During paid sabbatical, special or educational leave, outside  
38 activities may be permitted only in exceptional circumstances.

39 E. Outside employment shall not conflict, delay or in any manner  
40 interfere with instructional, scholarly and/or other services which the  
41 employee is obligated to render to the University.

1 II. Outside Employment Which Will Be Considered for Approval

2 The following types of outside employment will be considered for approval:

- 3 A General consulting, other outside employment or business activities.
- 4 B Serving as an expert witness in an area based upon the employee's  
5 training and experience.
- 6 C Consulting on a non-University research project. A University  
7 employee may be engaged as a consultant on a non-University  
8 research project or projects conducted by an outside employer,  
9 provided the employee neither supervises the research nor performs  
10 the research.

11 III. Outside Employment Which Will Not Be Approved

- 12 A University employee may not receive compensation to assist (As used  
13 herein, the term "assist" shall mean to act in such a way as to help,  
14 advise, furnish information to, or aid a person with the intent to assist  
15 such person.) in the passage or defeat of legislation during the fiscal  
16 year in which the legislation is pending in the legislature, except from  
17 the Louisiana Legislature or any department, institute or agency within  
18 the legislative branch.
- 19 B If the University employee supervises non-University research or  
20 performs the research, he/she is considered a participant or a part of  
21 the outside research team rather than a consultant. In such instances,  
22 the employee may not be employed by nor contract directly with the  
23 outside agency unless it is not feasible or practical to seek a contract  
24 through the University under established procedures for sponsored  
25 research, as determined by the appropriate Chancellor.
- 26 C Blanket approvals for outside employment will not be granted.
- 27 D Employment or contractual relationships which are considered to be a  
28 violation of the Louisiana Code of Governmental Ethics will not be  
29 approved.

30 IV. Employee Responsibilities

31 Full-time employees contemplating outside employment or engaged in  
32 outside employment shall:

- 33 A Disclose outside employment in accordance with PM-11, and  
34 procedures established therefore.
- 35 B Submit a list of all contracts or other agreements between the  
36 University and the outside employer in which the employee is involved  
37 on behalf of LSU. Such list is to include, to the extent the information  
38 is known to the employee, the owners, directors, majority  
39 shareholders, or affiliates of the outside employer. Additional  
40 information about such contracts may be required by the University  
41 upon request.

1 C Provide notification to the outside employer that he/she accepts such  
2 employment as an individual and not, in any manner, as a  
3 representative of the University. It is recommended that employees do  
4 this by including with any oral testimony or written reports a  
5 statement to the effect that the views expressed are those of the  
6 employee and do not necessarily reflect the views of the University. In  
7 no case may the individual concerned use the name of the University  
8 or his/her University affiliation, title or address officially or in any other  
9 way in support of any position he/she may take. Biographical data,  
10 including a statement of employment by the Board of Supervisors of  
11 Louisiana State University and Agricultural and Mechanical College,  
12 may be included as introductory material to written reports or orally in  
13 the case of expert witness statements, but may not be incorporated  
14 into the body of the written report.

15 D Comply with any other provisions of PM-11.

16 V. Approval Levels

17 Certain types of outside employment require approval of a Chancellor and/or  
18 the President as follows:

19 A Approval by a Chancellor. Under the Louisiana Code of Governmental  
20 Ethics, certain outside employment requires review and approval by a  
21 Chancellor and may be approved only for academic, administrative and  
22 professional employees.

23 1 Outside employment which requires approval by a Chancellor  
24 includes:

25 a Outside employment with an individual or entity currently  
26 doing or actively seeking to do business with the  
27 employee's unit at the University or under circumstances  
28 in which the employee is collaborating with, or on special  
29 assignment to, a unit within the University with which the  
30 entity is doing or is actively seeking to do business.

31 b Outside employment involving teaching which will result  
32 in university level credit for the student, which will be  
33 conducted on University time or which will utilize  
34 University property or services.

35 c Outside employment which ordinarily would be performed  
36 as part of the public service aspect of the University  
37 insofar as that employee's job duties and responsibilities  
38 are concerned.

39 d Outside employment yielding results which advance a  
40 theory or practice in the employee's field.

41 e Outside employment activity which could be accomplished  
42 more appropriately by a contract through the University.  
43 This activity shall be the subject of a University contract  
44 unless it is not feasible or practical to do so.

- 1 f Outside employment activity for an individual or entity  
2 that has substantial economic interests which may be  
3 materially affected by the way in which the employee  
4 performs his or her duties and responsibilities as a  
5 University employee.
- 6 2 If such proposed outside employment is with a third party that  
7 is contracting with or is seeking to contract with the University,  
8 the employee must remove himself or herself from any  
9 relationship in which he or she would:
- 10 a Approve payments by the University to the third party  
11 pursuant to any contract between the University and the  
12 third party.
- 13 b Evaluate any work performed by the University pursuant  
14 to a contract between the University and the third party.
- 15 c Negotiate and/or approve any subsequent contracts  
16 between the University and the third party.
- 17 d Approve the purchase of University equipment pursuant  
18 to the contract with the third party in an amount in  
19 excess of \$2,000.00.
- 20 The above actions must be carried out by the employee's  
21 immediate supervisor and that approving supervisor's next  
22 immediate supervisor.
- 23 3 Outside employment requiring the approval of a Chancellor also  
24 requires a written agreement between the employee and the  
25 outside entity which shall contain the following explicit  
26 information:
- 27 a General technical area of endeavor.
- 28 b Specific employment or consulting activities.
- 29 c Duration of employment agreement.
- 30 d Estimated time in hours per week or days per month  
31 required for the employment.
- 32 e Employee's compensation rate and method of payment.
- 33 f Statement that agreement is between employee and  
34 outside entity, that employee is not acting as an agent of  
35 the University and that the University bears no liability in  
36 the relationship.
- 37 g Statement that the use of the University name in  
38 connection with the employment activities shall be only  
39 upon written authorization of the University.

- 1 h Statement that the rights to any intellectual property,  
2 i.e., inventions, materials subject to copyright, etc.  
3 resulting from the employment activity, to the extent that  
4 they would vest in the employee in the absence of any  
5 other agreement, will be assigned to the University and  
6 disposed of in the manner prescribed by Chapter 7.2 and  
7 7.3 of the By-Laws and Regulations of the LSU Board of  
8 Supervisors and such other University policy as may be  
9 applicable.
- 10 4 The outside entity and the employee shall negotiate and draft  
11 an agreement meeting all of the requirements herein. If the  
12 contract involves consulting with respect to research or  
13 technology, the appropriate University office primarily  
14 responsible for licensing and transfer of technology, e.g., Office  
15 of Research, Office of Technology Transfer, etc. should be  
16 consulted during the negotiating process. If the contract  
17 involves trade secrets and commercial or financial information  
18 obtained from the outside employer pertaining to research or to  
19 the commercialization of technology, such information may be  
20 removed from the agreement before its submission for  
21 administrative review.
- 22 5 For such agreements, a Chancellor must certify to the following  
23 prior to the execution of any contract approved pursuant to this  
24 policy:
- 25 a The outside employment activities are not within the  
26 employee's duties and responsibilities to the University  
27 for which the employee is being compensated by the  
28 University.
- 29 b The outside employment activities do not conflict, delay  
30 or in any manner interfere with instructional, scholarly  
31 and/or other services which the employee is obligated to  
32 perform for the University.
- 33 c The consulting activities to be performed are within the  
34 academic or professional discipline of the employee or are  
35 related to the area of expertise in which the employee is  
36 employed by the University.
- 37 6 Following approval and execution, the appropriate Chancellor  
38 shall receive a copy of the executed agreement. Copies of  
39 approval forms, certifications and the executed agreement shall  
40 be kept in a permanent file by the Chancellor or his designee  
41 until at least three years beyond the expiration of the  
42 agreement.

- 1 B Approval by the President. The following types of outside employment  
2 require review and approval by the President in addition to campus  
3 approval:
- 4 1 Outside employment involving public policy.
  - 5 2 Outside employment of a Chancellor.
  - 6 3 Outside employment or contracts by employees for professional,  
7 personal, consulting and social services with a department,  
8 commission, council, board, office, bureau, committee,  
9 institution, agency, government, corporation, or any other  
10 establishment of the Executive Branch of the State of Louisiana.
- 11 C Approval by Chancellor or Designated Administrative Officer. All other  
12 outside employment may be approved through normal administrative  
13 channels by the Chancellor or by a campus administrative officer  
14 designated by the Chancellor.
- 15 D Joint Appointments. If the outside employment involves employees  
16 from more than one department or campus, or if it involves an  
17 employee holding joint appointments, action by the appropriate  
18 administrative officers of the affected campuses is required.

19 VI. Use of University Equipment, Materials, and Services

20 The appropriate campus administrators, including chairs, directors, deans  
21 and vice chancellors, are responsible for determining the circumstances  
22 under which University personnel, laboratories, services and equipment may  
23 be used in connection with outside employment of University employees.  
24 When University owned facilities, equipment or other resources are needed  
25 or required for any reason, a contract between the University and the private  
26 third party may be executed separately. Compensation to the University  
27 must be paid at the fair market rate or, if different, at the same rate that  
28 such services, facilities, equipment or technology would be available to any  
29 qualified non-University user.

30 VII. Procedures

31 Each campus head shall develop such written procedures and approval forms  
32 as are necessary to provide for compliance with this policy and submit such  
33 campus procedures and approval forms to the President for review and  
34 approval.

35 VIII. Reporting Requirements

36 Annually, the Chancellor shall prepare an information report listing all outside  
37 employment approved by the Chancellor and currently in force under this  
38 policy and any other details which may be requested. Copies of this report  
39 shall be sent to the President of the System and to the Board of Supervisors.

40 IX. Code of Ethics Requirement

1 Compliance with the provisions of this policy is required by the Louisiana  
2 Code of Governmental Ethics. Violation of this policy may result in a violation  
3 of the Ethics Code and penalties applicable thereto and/or appropriate  
4 sanctions by the University. All employees, both full-time and part-time, are  
5 reminded that they are subject to the Ethics Code.

6  
7 Forms are available on the Web at the end of PM-11.  
8 <http://www.lsuhs.edu/no/Administration/pm/pm-11.aspx>

## 9 10 **12.2 CONTRACTS BETWEEN THE UNIVERSITY AND ITS** 11 **FACULTY MEMBERS**

12 [PM-67, 10/6/97]

13 <http://www.lsuhs.edu/no/Administration/pm/pm-67.aspx> or  
14 <http://www.lsusystem.lsu.edu/permanentmemoranda.html>

15  
16 The University recognizes the benefits to the State of Louisiana, to the private  
17 sector, and to its employees in allowing, under limited circumstances, contracts  
18 between itself and its faculty members or a legal entity in which a faculty member  
19 has an interest.

20  
21 The purpose of this Permanent Memorandum is to clarify those situations in which a  
22 faculty member, research staff employee, athletic coaching staff employee, or a  
23 legal entity in which such an employee has an interest can now contract with the  
24 University.

### 25 26 A. Background

27 Prior to the passage of Act 229 of the 1987 Regular Session of the Louisiana  
28 Legislature, Louisiana law prohibited a University employee, and any  
29 company in which he owned an interest, from bidding on or entering into a  
30 contract with the University or involving the University. However, Act 229,  
31 which became R.S. 42:1123 (10), amended the Ethics Code to authorize  
32 contracts between a university and members of its faculty or a company in  
33 which faculty members have an interest.

34  
35 For this exception to apply, the contract must regard either:

- 36 1. The disposition of a patent, copyright, licensing right or royalty which  
37 is attached to a discovery, technique, or technology resulting from  
38 research done by a faculty member in the course of his employment  
39 with LSU, or
- 40 2. An activity related to or resulting from research activity of a faculty  
41 member conducted in the course of his employment with LSU.

42  
43 By Act 1107 of the 1997 Legislative Session, the applicability of Section  
44 1123(10) was broadened to include members of a university's research staff  
45 or athletic coaching staff regarding research activities or athletic coaching  
46 activities.

1 LSU employees or faculty members, and their immediate families, who were  
2 not involved in the research or activity in question may not have an interest  
3 in the contract or the private entity if:

- 4 1. They are in the same department or area as the faculty member  
5 whose research or activity is the basis of the discovery, technique or  
6 technology; or
- 7 2. They participated on behalf of LSU in the negotiation or confection of  
8 the contract between LSU and one of its employees or an entity in  
9 which an employee has an interest.

10  
11 The Act requires that the following procedure be followed for all such  
12 contracts.

- 13 1. The contract must be approved through a procedure established by the  
14 LSU Board of Supervisors.
- 15 2. The procedure must be approved by the Board of Regents and the  
16 Commission on Ethics for Public Employees.
- 17 3. There must be a finding and certification by the University to the  
18 Board of Regents that entering into the contract will contribute to the  
19 economic development of the State and will not interfere or conflict  
20 with the performance of the employee's obligations to the University.
- 21 4. The Board of Regents reports those certifications semiannually to  
22 House and Senate Commerce Committees or Subcommittees  
23 designated thereby.

24  
25 This amendment to the Code of Ethics affects the area of technology  
26 transfer, among others. For example, a fledgling Louisiana company  
27 receiving the license of a particular technology from LSU may need to employ  
28 the services of the LSU employees who were instrumental in the discovery or  
29 technology. The ability to provide that employee with an ownership interest  
30 in the corporation may insure the viability and success of the venture. Also,  
31 those University faculty members who desire to be entrepreneurs as well as  
32 academicians will have the opportunity to promote and market their own  
33 discoveries if the appropriate procedure is followed and approval is received.

#### 34 35 B. Policies and Procedures

36  
37 This statement of policy and procedure sets forth general guidelines for every  
38 campus within the LSU System. The Chancellor of each campus may modify  
39 these guidelines, provided such modifications are more limiting than the  
40 provisions herein.

41  
42 If an employee or entity in which the faculty member has an interest intends  
43 to enter into a contract with the University, and that contract would be a  
44 violation of the Code of Governmental Ethics but for the exemption contained  
45 in La. R.S. 42:1123(10) (see copy of Act 229 attached), the procedures set  
46 forth herein must be followed. All such contracts must be in writing.  
47

1 If an entity in which an LSU faculty member or research or coaching staff  
2 employee has an interest wishes to contract with LSU, the following  
3 procedures must be followed:

- 4 1. The ownership interests in the entity must be disclosed in writing to  
5 the appropriate Chancellor or designee. The owner's name, address  
6 and interest, as well as the names of every officer, director, and 10  
7 percent or larger shareholder, must be stated in the written disclosure.  
8 Notice of any change from the original disclosure shall be given to the  
9 appropriate dean and chancellor if such change affects the status of  
10 the contract.
- 11 2. All negotiations between a faculty member, or an entity in which  
12 he/she has an interest, and LSU must be arms length. Therefore, the  
13 employee must recuse himself/herself in writing from participation in  
14 negotiation or decision making on behalf of LSU with respect to the  
15 contract. At LSU's option, the employee member may be consulted by  
16 LSU with respect to the technical or scientific aspects of the proposed  
17 contract.
- 18 3. A designated University employee must be appointed to negotiate and  
19 confect the contract, which employee shall not be under the direct  
20 supervision or a member of the department of the faculty member  
21 submitting the contract.
- 22 4. A standing committee appointed by the President shall be established  
23 to review all such proposed contracts after the terms have been  
24 agreed to by the appropriate Chancellor or his designee and the  
25 employee and/or legal entity in which the employee has an economic  
26 interest. Membership on this committee may include representatives  
27 from both the public and the private sector. The committee shall be  
28 chaired by the President or designee. This committee is authorized and  
29 empowered by the LSU Board of Supervisors to certify to the Board of  
30 Regents semi-annually that entering into the contract will contribute to  
31 the economic development of the state and that, among readily  
32 available alternatives, entering into the contract serves the public  
33 interest.
- 34 5. The appropriate Chancellor or his designee shall certify to the  
35 committee that entering into the contract will not interfere or conflict  
36 with the performance of the employee's obligation to the University.
- 37 6. An employee with a joint appointment must receive the approval of  
38 both Chancellors; provided, however, that where agreement on  
39 approval cannot be reached, the President shall make the final decision  
40 on such approval.  
41

1 With respect to payments pursuant to any contract confected under this  
2 policy, the following standards should be adhered to:

- 3 1. Compensation to the University for the use of services, facilities,  
4 equipment or technology must be paid at the same rate that such  
5 services, facilities, equipment or technology would be available to the  
6 general public or to others under arms-length negotiated contracts.
- 7 2. Compensation from LSU to its employee, or to an entity in which the  
8 employee has an interest, for services rendered, cannot be more than  
9 normally would be paid for similar services.
- 10 3. Where LSU and an employee or entity in which the employee has an  
11 interest together provide services to a third party, a fair apportionment  
12 of the remuneration should be made and specified based on the value  
13 of the respective contributions in services, investments, technologies,  
14 equipment or facilities utilized.

15  
16

1 Attachment

2  
3 **Regular Session, 1987**  
4 **Senate Bill No. 646**

5  
6 By Messrs. Hudson, Nunez, Bares, Brinkhaus, Hollis, Jefferson, Kelly, Lauricella,  
7 Poston, Swearingen and Turnley and Representatives Leach, Ackal, Alario, Ater,  
8 Blanco, Borne, Bradley, Deano, Delpit, Dewitt, Gee, Heitmeier, A. Jackson, Jetson,  
9 Kimball, LaLonde, Landrieu, J.D. Long, Lynn, Miller, Reilly, F. Thompson, and  
10 Tinnerello

11  
12 **An Act**

13  
14 To amend and reenact R.S. 42:11223 (9) and to enact R.S. 42:1123 (10), relative  
15 to governmental ethics; to authorize faculty or staff of public institutions of higher  
16 education to perform certain consulting services; to provide for an approval  
17 procedure for the allowance of such consulting services; to authorize faculty  
18 members of public institutions of higher education or legal entities in which such  
19 persons have a substantial economic interest to enter into certain contracts with  
20 the faculty members agency; to provide an approval and certification procedure for  
21 such contracts; to provide for legislative oversight; and to provide for related  
22 matters.

23  
24 Be it enacted by the Legislature of Louisiana:

25  
26 Section 1. R.S. 42:1123 (9) is hereby amended and reenacted and R.S. 42:1123  
27 (10) is hereby enacted to read as follows:

28  
29 S1123. Exceptions

30 This Part shall not preclude:

- 31  
32 9. a. The receipt of or sharing in the proceeds of any patent, copyright,  
33 licensing right, or royalty by faculty or staff members of a public  
34 higher education institution or management board resulting from any  
35 activity of the faculty or staff member, which is consistent with and  
36 pursuant to the mission of the college or university to advance  
37 knowledge or further the economic development of the state and  
38 which activity has been approved by the campus head and the  
39 management board of the employing college or university.
- 40 9. b. The performance of services for compensation for any person, by  
41 faculty or staff members of a public higher education institution,  
42 provided the services consist of consulting related to the academic  
43 discipline or expertise of said public employee and provided the  
44 services have been approved in writing by the chief administrative  
45 officer of the public employee's institution in accordance with rules and  
46 procedures established by the management board of the institution,  
47 which rules and procedures have been approved by the Board of  
48 Regents and the Commission on Ethics for Public Employees.

1 10. a. The negotiation or entering into a contract as defined in Subparagraph  
2 (b) of this Paragraph, provided that such contract has been approved  
3 in accordance with a procedure established by the appropriate higher  
4 education management board which procedure has been approved by  
5 the Board of Regents and the Commission on Ethics for Public  
6 Employees. Such an approval procedure shall require a finding and  
7 certification by the appropriate management board to the Board of  
8 Regents that entering into such contract will contribute to the  
9 economic development of the state and that entering into such  
10 contract will not interfere or conflict with the employee's obligation to  
11 the university. Semiannually, the Board of Regents shall report all such  
12 certifications to the committees on commerce of the Senate and House  
13 of Representatives or any subcommittee designated by either standing  
14 committee.

15 10. b. A contract between an institution of higher education and a member of  
16 its faculty or a legal entity in which such employee has a substantial  
17 economic interest, regarding the disposition of any patient, copyright,  
18 licensing right, or royalty which is attached to a discovery, technique,  
19 or technology resulting from the research done by such employee in  
20 the course of his employment with the institution, or regarding an  
21 activity related to or resulting from the research activity of such  
22 employee conducted in the course of his employment with the  
23 institution.

24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40

###