FACULTY HANDBOOK

1990

GEORGETOWN UNIVERSITY
WASHINGTON, D.C.
NOTE

Use in this document of the masculine pronoun is intended to include the feminine pronoun where applicable.

It is the policy of Georgetown University to provide equal employment opportunity on the basis of merit and without discrimination of race, color, religion, sex, age, national origin, handicap or veteran status pursuant to Executive Order 11246 and 11375 as amended, Title VII of the Civil Rights Act, the District of Columbia Human Rights Act of 1977, Section 503 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Adjustment Act of 1974 and all other applicable laws.

Georgetown University will provide equal opportunity and take affirmative action for all qualified persons and will promote the full realization of equal opportunity through positive continuing programs in every department.

Inquiries regarding Affirmative Action/Equal Opportunity may be addressed to Ms. Rosemary Kilkenny-Diaw, Special Assistant to the President for Affirmative Action, 3800 Reservoir Road, N.W., Room 316 Kober-Cogan Building, Georgetown University, Washington, D.C. 20007 (telephone: 687-4798).
# CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreword</td>
<td>v</td>
</tr>
<tr>
<td>Introduction</td>
<td>vi</td>
</tr>
<tr>
<td><strong>Administrative Organization</strong></td>
<td></td>
</tr>
<tr>
<td>I. The Board of Directors</td>
<td>1</td>
</tr>
<tr>
<td>A. The Secretary of the University</td>
<td>1</td>
</tr>
<tr>
<td>II. The President of the University</td>
<td>1</td>
</tr>
<tr>
<td>A. The Director of Campus Ministries</td>
<td>2</td>
</tr>
<tr>
<td>B. Special Assistant for Affirmative Action Programs</td>
<td>2</td>
</tr>
<tr>
<td>C. The Office of Federal Relations</td>
<td>2</td>
</tr>
<tr>
<td>D. The Office of Urban Affairs</td>
<td>2</td>
</tr>
<tr>
<td>E. The Kennedy Institute of Ethics</td>
<td>2</td>
</tr>
<tr>
<td>F. The Center for Strategic and International Studies</td>
<td>2</td>
</tr>
<tr>
<td>G. The Jesuit Social Science Center</td>
<td>2</td>
</tr>
<tr>
<td>III. General Administrative Officers</td>
<td>2</td>
</tr>
<tr>
<td><strong>Faculty Organization</strong></td>
<td></td>
</tr>
<tr>
<td>I. Faculties and Schools</td>
<td>10</td>
</tr>
<tr>
<td>II. The Executive Faculty or School Council</td>
<td>10</td>
</tr>
<tr>
<td>III. The Deans</td>
<td>10</td>
</tr>
<tr>
<td>IV. Faculty Membership</td>
<td>12</td>
</tr>
<tr>
<td>V. Chairpersons of Departments</td>
<td>12</td>
</tr>
<tr>
<td>VI. Professional Standards and Procedures</td>
<td>14</td>
</tr>
<tr>
<td>Policy on Drug Free Workplace</td>
<td>23</td>
</tr>
<tr>
<td>Rank and Tenure</td>
<td>27</td>
</tr>
<tr>
<td>Tuition Scholarships</td>
<td>33</td>
</tr>
<tr>
<td>Policy on Copyrights, Inventions, Patents and Grants</td>
<td>36</td>
</tr>
<tr>
<td>Constitution of the Faculty Senate</td>
<td>43</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>53</td>
</tr>
<tr>
<td>Faculty Grievance Code</td>
<td>71</td>
</tr>
<tr>
<td>Affirmative Action Grievance Procedures</td>
<td>85</td>
</tr>
<tr>
<td>Procedures for Alleged Misconduct in Research</td>
<td>91</td>
</tr>
<tr>
<td>Index</td>
<td>99</td>
</tr>
</tbody>
</table>
This 1990 edition of the Faculty Handbook is mainly a reprint of the 1987 edition.

It does incorporate the following changes/additions which had been approved by the Faculty Senate, the Executive Vice Presidents, the President, and the Board of Directors:

1. Policy on Sexual Harassment (approved 1987);
2. Indemnification of Faculty Members (approved 1987);
3. Policy on Tenure and requirements for tenure (approved 1988);
4. Revisions to the Faculty Grievance Code (approved 1989);
5. Policy on a Drug Free Workplace (approved 1989);

The index at the end of the book has been updated.

When a date is listed next to an item, this is the date when that section was amended.

J. Donald Freeze, S.J.
Provost
INTRODUCTION

HISTORY OF THE UNIVERSITY

Georgetown University, conducted by the Society of Jesus, includes the College of Arts and Sciences, the Graduate School, the School of Medicine, the Law Center, the University Hospital, the Edmund A. Walsh School of Foreign Service, the School of Nursing, the School of Languages and Linguistics, the School of Business Administration, and the School for Summer and Continuing Education. The Medical Center includes the School of Medicine, the School of Nursing, the University Hospital, and related research programs. The Law Center includes the undergraduate and graduate divisions and the Continuing Legal Education Institute. Each School is under the direction of its own Dean, and each Faculty has the power of legislation in its own affairs, but this power can be exercised only under the jurisdiction of the President and Directors of the University and subject to their approval.

The first Jesuit school in colonial Maryland was established in 1677 at Newtown and continued in operation until 1699. Between 1745 and 1750 the Society conducted a school at Bohemia Manor. About 1785 John Carroll, later the first Archbishop of Baltimore, proposed to his associates the erection of a College at Georgetown on the Potomac. In 1788 the first building was constructed, although 1789 is commonly considered the year of the foundation of the College, as the deed of the original piece of ground was dated January 23, 1789. This marks Georgetown as the oldest Catholic institution of higher learning in the United States.

Georgetown, the site of the new college, had been a busy port and commercial center of the Middle Atlantic area since 1750. In 1789, the same year as Georgetown's founding, the Federal Constitution was approved by delegates from the original states and planning was begun for the future Federal capital. This area eventually absorbed the old port of Georgetown.

In the year 1805 the Society of Jesus was again reorganized and Georgetown College was formally committed to the Jesuit Fathers, under whose control and direction the University remains. An act of Congress dated March 1, 1815 granted it the power of conferring degrees and on March 30, 1833 the Holy See empowered Georgetown College to confer the degrees of Philosophy and Sacred Theology. The formal incorporation of the institution was effected by Congress in 1844.

The Society of Jesus continued this pioneering work when they opened, at Georgetown, instructional opportunities beyond the college level. The Graduate School, offering higher mathematics and philosophy, was established in 1820 and granted its first degree of Master of Arts in 1821. The Medical School, the oldest Catholic institution of its kind, was founded in 1851 and the original University Hospital, which not only improved the quality of
medical instruction but has made many contributions to the welfare of the Washington community, was built in 1898. The Law Center was established in 1870 and has achieved an enviable record in the field of training lawyers and judges who have served throughout the country. At the turn of the century two new schools, the Dental, founded in 1901, and Nursing in 1903, rounded out the program for students interested in the healing arts. In 1951 the School of Nursing introduced the baccalaureate program in this field. In 1919, at a time when America was becoming more aware of the responsibilities of world leadership, Georgetown founded the School of Foreign Service for the training of future American diplomats and overseas businessmen. It was the first international school of its kind. In September 1957 this School became the Edmund A. Walsh School of Foreign Service to honor the memory of its founder. The School of Languages and Linguistics was a direct outgrowth of demands created by the School of Foreign Service. It is designed to give specific, intensive training in approximately twenty-five languages. Finally, the School of Business Administration was founded to prepare men and women for service in the fields of business and government. The Business Administration curriculum was introduced in the School of Foreign Service in 1936 and twenty years later this became a separate School. The School for Summer and Continuing Education, established as a distinct division of the University in 1951, coordinates the offerings of the Undergraduate Schools and the Graduate School of Arts and Sciences.

Today Georgetown University is an institution of some 12,000 students. The main campus overlooks the Potomac and the city of Washington, and is about a ten-minute drive from the White House and other historical landmarks of the Capital.
The objectives of Georgetown University as an American, Catholic, Jesuit institution of higher learning are first of all to represent certain established principles, specific ideals, and definite traditions through which she seeks to uphold, defend, propagate, and elucidate the integral Christian and American cultural heritage. By its curriculum and educational policy, the University strives to develop the whole person through the cultivation and discipline of the will as well as by the formation of intellect and by the sharing of factual information. This guiding norm controls the teaching of the Liberal Arts in the College of Arts and Sciences; sets the standards of scientific research and documented studies in the Graduate School; inculcates moral codes as well as professional techniques in the Schools of Medicine, Law, and Nursing; instills a sense of responsibility in preparation of the student for international affairs, business, and public administration, in the Schools of Foreign Service, Business Administration, and Languages and Linguistics. To accomplish this aim, the University offers a variety of programs for study and training within the framework of these principles, ideals, and traditions. The University seeks to promote the highest personal development of the individual student and the most effective use of talent in the various fields of learning research, vocational, and avocational endeavor.

The established principles are the demonstrated philosophical truths about the nature of man, the universe and God; the truths of Christian revelation and their crystallization through the centuries, including such truths as are expressed in the opening paragraphs of the Declaration of Independence and are the foundation and principle of the American Constitution and its Bill of Rights.

The specific ideals are the great worth and satisfaction of cooperating in the creative development of all human talent through the proper use of liberty; in virtue of the transcendent dignity of the individual moral person and his unique position in the universe; the perfectibility of society through the acquisition and practice by its members of the theological, intellectual, moral virtues and their derivatives, e.g., patriotism, loyalty, and social consciousness; the value of service to the community as an expression of Christian democratic ideals.

The definite traditions are the Christian culture and conduct having their source and inspiration in the teachings and example of Christ; the opportunities open to all individuals in America for personal initiative, political and religious liberty, and the democratic process of organization.
I. THE BOARD OF DIRECTORS

The Board of Directors is the governing body of the University. It is a body of at least twelve members enjoying legal jurisdiction over the academic and business procedures of the University. One of its members is elected Chairman of the Board; and one, Vice Chairman, according to the By-Laws of the Board. The Board also elects a Secretary.

A. THE SECRETARY OF THE UNIVERSITY

Notifies the members of the Board of meetings of the Board, prepares and distributes copies of the agenda and the minutes of the meetings to the members. He is the custodian of the official minutes and seal of the University. He certifies the legal acts of the Corporation and other documents and keeps a record of the certification of documents and use of the seal.

II. THE PRESIDENT OF THE UNIVERSITY

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

(1) The appointment with the concurrence of the Board of Directors, of all executive vice presidents, vice presidents and deans.

(2) The appointment of all departmental chairpersons, professors and associate professors.

(3) The granting of tenure and promotion above the assistant professorial level, generally upon the recommendation of the University Rank and Tenure Committee and with the concurrence of the appropriate campus executive vice president.

(4) The conferral of all degrees in course as approved by the Board of Directors acting on the recommendation of the Deans and Faculties of the respective schools.

(5) The conferral of honorary degrees and other awards with the approval of the Board of Directors.

(6) The appointment of university committees and their members.

(7) The conduct and direction of such matters which will in his judgment promote the University and its best interests.

In addition to the Executive Vice Presidents and Vice Presidents, the following officers and institutes report directly to the President:
A. **The Director of Campus Ministries**

The Director is the chief religious officer of the University and is responsible for the fostering of the religious and spiritual life of the University. He reports to the President and is a member of the Cabinet.

B. **Special Assistant to the President for Affirmative Action Programs**

The Special Assistant for Affirmative Action Programs is responsible for the University’s Affirmative Action Plan and Programs. Although the President’s Assistant works in close consultation with the University’s Affirmative Action Committee and the four University Affirmative Action officers, the Assistant reports directly to the President.

C. **The Office of Federal Relations**

The Office of Federal Relations has been given responsibility for the University’s relations with the federal government, state governments and other governmental agencies where appropriate.

D. **The Office of Urban Affairs**

The Assistant to the President for Urban Affairs is responsible for the coordination and strengthening of the University’s relations with the District of Columbia, its agencies and its citizens.

E. **The Joseph & Rose Kennedy Institute of Ethics**

F. **The Center for Strategic & International Studies**

G. **The Jesuit Social Science Center**

Finally, the President, at his discretion may appoint an assistant to the University President and such other assistants as needed. The Assistant to the University President is the chief assistant to the President and its responsible for such matters as are designated by him.

**III. GENERAL ADMINISTRATIVE OFFICERS**

A. **Academic Affairs**

(1) **Main Campus**

*The Executive Vice President for Academic Affairs and Provost* is a line officer of the University administration with direct responsibility for the following Main Campus areas:

(a) coordinating academic programs in all Schools;

(b) supervising and arranging all University Academic Convocations, Commencements, and general faculty meet-
ings, which he will call after consultation with the President. He shall issue all directives to the Main Campus faculty for same;

(c) issuing, in the name of the University, formal letters of appointment for faculty members engaged by the Deans upon the recommendation of the Department Chairpersons for the ranks of Assistant Professor, Instructor or Lecturer;

(d) preparation of the Main Campus budgets for presentation to the University Budget Advisory Committee, to the President of the University and ultimately to the Board of Directors.

He is ultimately responsible for the following:

(a) as Dean of Faculties, for the administration of University policy relative to all Main Campus faculty personnel, in every aspect of faculty status and welfare, while the Deans have immediate supervision of the instructional programs involving both faculty and students in their respective schools;

(b) the supervision and direction of admissions, registrations, record procedures, and libraries;

(c) the University financial aid policy.

The Provost is the Affirmative Action Officer for all Main Campus academic areas. He is Chairman of the Council of Deans, and a member of the following committees: (1) Planning and Building Committee, (2) University Budget Advisory Committee, (3) University Affirmative Action Committee, (4) University Computer Policy Committee, (5) ex officio member of all Executive Councils of the Main Campus undergraduate and graduate schools.

(a) THE ASSISTANT VICE PRESIDENT is the principal assistant to the Provost and in his absence is Acting Provost. The Assistant Vice President is also Consortium Liaison Officer.

(b) THE UNIVERSITY REGISTRAR has faculty privileges. He has supervision over the Registrars in the various Schools of the University in matters of registration, records and grades. He is responsible to the Provost for all University registration, records, and grades, and for the publication of the Main Campus Calendar.

(c) THE DIRECTOR OF UNDERGRADUATE ADMISSIONS has faculty privileges. He is Chairman of the Admissions Committee of the undergraduate divisions of the Univer-
Law Institute, the Institute of Public Representation, the Anne Blaine Harrison Institute of Public Law, the D.C. Project, and the several clinics. He is Affirmative Action Officer of the Law campus. In addition, he serves as a member of the University administrative and policy bodies including the President's Cabinet, the Budget Advisory Committee, the Affirmative Action Committee and the Computer Policy Committee.

B. VICE PRESIDENT FOR PLANNING

The Vice President for Planning reports to the President and is responsible for coordinating long range planning for the University. In consultation with the President, Vice Presidents and other University officers, the Vice President for Planning is responsible for:

(1) developing and implementing a framework for comprehensive long range planning which encompasses the articulation of institutional goals and objectives and resources required to implement such objectives;

(2) assisting the three campuses and support service functions in the development of long range plans;

(3) providing data and analyses in the area of Institutional Research to meet external and internal reporting requirements, including assistance in the development and maintenance of appropriate data bases;

(4) coordinating the preparation of a consolidated long range plan for Georgetown University.

C. STUDENT AFFAIRS

The Vice President and Dean of Student Affairs coordinates student personnel programs and integrates them with the total educational purpose of the University. Among the areas on one or more campuses within the purview of the Vice President are:

1) Residence Life, 2) Student Health Service, 3) Counseling Center, 4) Athletics, 5) Student Activities, 6) Career Planning and Placement, 7) Protective Services, 8) Resident Coordinator of the Arts, 9) D.C. Action Coordinator, 10) University Center, 11) Student Government, 12) New Student Orientation, 13) Related Housing Services (off-campus housing), 14) Student Conduct; norms and regulations, 15) Social Action Programs.
D. Vice President for Financial Affairs and Treasurer

The Vice President for Financial Affairs and Treasurer of the University is the chief financial officer of the University. He is responsible for and coordinates the activities of the Associate Vice President/Controller, the Assistant Treasurer, the Bursar, the Director of Sponsored Programs, and the Director of Investment Properties.

The powers and duties of the Treasurer of the University are described in Article III, Section 5 of the Bylaws of Georgetown University:

The Treasurer shall have the custody of all deeds and muniments of title to the real estate and all Bonds and Mortgages, stocks or other evidences of property owned by the University or pledged to it and all policies of insurance, and shall have the authority to accept and receipt for the same on behalf of the University and its Board of Directors, and under the supervision of the Board he shall arrange for the safekeeping thereof.

The Treasurer shall collect and receive all moneys due and payable to the University and deposit them in the name of the University in such banking institutions as the Board of Directors may designate; he shall discharge all debts and other obligations of the University when due and payable.

The Treasurer is the ordinary contracting officer of the University. He shall be responsible for the annual audit of all its financial records and the submission to the Board of Directors of a certified annual report by public accountants approved by the Board. The Treasurer shall also furnish such other financial statements as from time to time may be required by the President or the Board of Directors.

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

E. University and Public Relations

The Vice President for University Relations assists and advises the President in planning the growth and development of the University; counsels the President and others on the public relations aspects of the University, its current operations and its future programs; implements, under the direction of the President, the development and public relations programs of the University.
(1) is responsible for the integration of operational, capital giving and deferred giving programs of the University, and the coordination thereof with all university publics,

(2) responsible for the planning, staffing, coordination and efficient operation of the Office of University Relations,

(3) promotes good relationships between the University's publics, internal and external, and its governing and advisory boards,

(4) reviews and coordinates University publications,

(5) represents the University personally as the President and Board of Directors may from time to time direct,

(6) performs other duties and missions as the President and Board of Directors may request.

F. ADMINISTRATION AND FACILITIES

The Vice President for Administration and Facilities has direct responsibility for the following:

(a) insurance, safety, and fire prevention,

(b) non-academic personnel administration,

(c) data processing services,

(d) internal audit,

(e) business management of University services, i.e., food service, post office, audio services, stockroom,

(f) purchasing,

(g) print shop, graphics,

(h) bookstores,

(i) faculty health services,

(j) developing of the Master Plan in the areas of Programming, Facilities, Operations, and Site in coordination with the various Vice Presidents and other University officers,

(k) updating and maintaining the currency of the Master Plan,

(l) implementation of the Master Plan as it pertains to construction,

(m) coordination of short-range requirements and plans into the Master Plan,
(n) determination of the physical condition and adequacy of present facilities by continuous inspection and planning and programming and accomplishment of necessary improvements and repairs,

(o) operation of the transportation, housekeeping, and maintenance shops of the Physical Plant,

(p) operation of utility plants and distribution systems,

(q) direction of all new construction and major renovations,

(r) operations and enforcement of University automobile parking and traffic regulations,

(s) maintenance of a grounds improvement program through planning and landscaping.
I. FACULTIES AND SCHOOLS

The University has the following faculties and schools:

A. FACULTY OF LIBERAL ARTS

(1) College of Arts and Sciences
(2) School of Foreign Service
(3) School of Languages and Linguistics
(4) School of Business Administration
(5) Graduate School of Arts and Sciences
(6) School of Nursing
(7) School for Summer and Continuing Education

B. FACULTY OF LAW

(1) Law School

C. FACULTY OF MEDICINE

(1) School of Medicine

II. THE EXECUTIVE FACULTY OR SCHOOL COUNCIL

The Executive Faculty or School Council is the ordinary educational policy-making body for that school. It functions within the norms established by the President and Board of Directors for the University.

In addition to its ex officio members, it is composed of the Dean of the School as Chairperson and the Department Chairpersons of the school, or other members of the faculty, all of whom receive their appointments according to the procedures outlined in the Constitutions of these Executive Faculties.

III. THE DEANS

The Deans are the administrative heads of the Schools. They have the primary responsibility for the general efficiency of the instructional programs of the Schools and have the obligation of carrying out all University policies and the regulations adopted by the Executive Faculties in keeping with University policy.

The Deans are appointed by the President of the University with the concurrence of the Board of Directors and after consultation with the Faculty Senate, are responsible to him for the proper conduct and administration, and the constant development and improvement, of the Schools in all phases of their work and activity.
The Dean is Chairperson of the Executive Faculty and ex officio member of all committees in the School and

1. appoints faculty members to committees of his School, to assignments of minor administrative duties, and to special posts as may seem advisable,

2. presides at meetings of his faculty, represents his School on the University Council of Deans, and makes public and professional contacts as his time and opportunity permits,

3. gathers from the Chairpersons of the Departments assigned to his School all necessary data for the tentative budget,

4. supervises the work of the Department through their Chairpersons,

5. sees that significant data concerning the work and activities of his School, faculty, and student body are collected, digested, and recorded in permanent form,

6. makes annual reports to the President, through the Academic Vice President, or Medical Vice President, on the functioning of his School, and to other University officers such reports as may, from time to time, be requested,

7. is responsible over the Registrar for the assignment of teachers and the scheduling of courses in his School.

*Scholastic Duties*

1. He supervises the educational activity of his School, the curricula, courses, and methods of instruction.

2. He gives special attention and cooperation to the Departments assigned specifically to his School, conferring with their respective Chairpersons and refers their needs and problems to the President, through the Academic Vice President, or Medical Vice President, with comment and recommendation.

3. He approves the appointment of faculty members on the recommendation of the Chairpersons of the Departments, to the ranks of Lecturer, Instructor, and Assistant Professor. The formal letter of appointment is issued by the Academic Vice President, or Medical Vice President.

4. He studies the problems of his educational and professional field, keeps informed on trends and developments
in it, and discusses, with his Executive Faculty, adjustments of curriculum, courses, and methods to keep abreast with general progress in such field.

(5) He recommends, in conjunction with his Faculty, candidates for degrees to the President and Board of Directors of the University.

(6) He instructs new teachers in his School on details of the University policy and practice.

IV. FACULTY MEMBERSHIP

The complete description of ranked or ordinary faculty and other faculty members is included in the Rank and Tenure statement. Members of the faculty are expected to participate in the academic life of the University by attendance at Commencement, Convocations, general faculty meetings and similar University functions, and by acceptance of assignment to committees. Although Administrative officers as such do not have tenure, they share in certain rights and privileges of the faculty. They receive the educational and welfare benefits accorded to the officers of instruction.

V. CHAIRPERSONS OF DEPARTMENTS

General Duties

A department is organized with a Chairperson, members, and attached members. The Chairperson is appointed by the President. Members of the Department are Faculty members who teach a majority of their hours per week in the Department concerned. Attached members are all Faculty members who teach any subject in the Department concerned. A Faculty member is a member of only one Department but he may be an attached member of several Departments. The duties of attached members of a Department in general are no different from those of members.

The Chairperson consults regularly with the Dean of his school, to whom he is responsible.

The Chairperson of the Department supervises the members and attached members of his Department in academic and technical matters and is responsible for maintaining the highest possible grade of instruction in every school in which the members of his Department teach.

The Chairperson of the Department should periodically visit the classes being conducted by the members of his Department.

With the advice of his Department, he determines the objectives of each course in his Department, subject to the objectives and directives of the Executive Faculty of the School.
He communicates with the Dean of each respective School in matters which concern a School, its students, or courses and is responsible to the Dean for the instruction provided for that School.

He prepares, with the cooperation of the members of his Department, a syllabus for each course in his Department which states the objectives of the course.

He keeps informed of the trends and developments in his field of studies and, from time to time, suggests to the Dean changes in courses or curricula in compliance with trends and developments, consistent with the objectives of the curriculum.

He presides at meetings of his Department, which are held monthly. Particular attention is devoted in these meetings to problems of instruction. Brief minutes of these meetings are prepared and copies thereof are filed in the Offices of the Academic Vice President, or Medical Vice President, and the Dean concerned.

He takes care of the official correspondence relating to his Department, provides an estimate of needs for the tentative budget, and submits such reports to his Dean and other University officers as may be required.

He recommends candidates to the Dean for appointment to his Department, and members of his Department for promotion.

He files with the Dean, an annual evaluation of the members of his Department.

The Chairperson is expected to be available as departmental needs shall require and to provide an Acting Chairperson during his absence. Arrangements for this should be made with Dean.

**Apparatus, Equipment, Etc.**

The Chairperson of the Department is responsible for (1) the maintenance of apparatus and equipment belonging to the Department and keeping it in good operating condition and repair, and (2) the arranging and storing of apparatus, equipment, and supplies in safe, orderly, and accessible fashion.

He prepares and maintains an up-to-date inventory of all the apparatus and equipment (with auxiliary units and appliances) of the Department. Copies of such inventory are filed in the Office of the Dean.

He recommends the purchase of books, apparatus, equipment, and supplies for his Department.

He submits instructions to the Bookstore, through the Office of the respective Dean, for the purchase of textbooks for students taking courses in the Department, giving estimates of the number needed.

**Educational Guidance of Students**

The Chairperson is jointly responsible with the Dean of the School
and the individual instructor for the progress and welfare of all students enrolled in his Department.

He advises especially with advanced students and students majoring in the Department on their work and progress and sees to it, either personally or through others in the Department, that such students receive adequate direction in the selection of their courses and in preparation for their comprehensive examination and theses.

VI. PROFESSIONAL STANDARDS AND PROCEDURES

A. RELIGION AND ETHICAL NORMS

While Georgetown University is operated under Catholic auspices, there is no regulation which requires all members of the Faculty to be members of the Catholic faith. A Faculty member is expected to maintain a standard of life and conduct consistent with the philosophy and objectives of the University. Accordingly, the integrity of the University requires that all Faculty members shall maintain a sympathetic attitude toward Catholic beliefs and practices, and shall make a sincere effort to appreciate these beliefs and practices. Members of the Faculty who are Catholic are expected to set a good example by the regular practice of Catholic duties.

Confidential affairs of the University or of students must not be discussed except with the appropriate University officials. Members of the Faculty are expected to apply good judgment to determine which affairs are confidential, and to make conservative decisions in case of doubt.


The basic functions of a university are teaching, research and public service. By accepting an appointment in this University, an individual assumes a responsibility to teach and to pursue scholarly activities within an academic community. Academic freedom is essential to such pursuits. Such freedom requires free inquiry, free expression, intellectual honesty, respect for the academic rights of others, and openness to change. The rights and responsibilities exercised within the academic community must be compatible with these requirements. All members of the faculty, in common with all other members of the community, share the responsibility for maintaining a professional atmosphere in which violations of academic freedom and responsibility are unlikely to occur.

The Faculty member has rights and responsibilities common to all citizens, free from institutional censorship, but in his private pursuits the services of the University shall not be used nor shall
the University affiliation be used so as to indicate University approval. In furtherance of this principle, a Faculty member may be held accountable by the University for his private acts only as they affect substantially his teaching, research or university service.

Faculty members have the rights and responsibilities set forth in the Faculty Handbook, in the Faculty Grievance Code, in a faculty member's contract or in other appropriately authorized University documents similarly intended to establish faculty rights and responsibilities.

It is important for all academic and administrative personnel to recognize and respect the unique character of Georgetown University as set forth under “Religion and Ethical Norms” described in this section of the Handbook.

Faculty responsibilities shall include but not be limited to the following specific responsibilities:

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

2. To remain current in his subjects and to instruct assigned courses in a manner consistent with the scheduled time, course content and course credit approved by the faculty body and/or academic administrator appropriate to his position.

3. To complete in a professional, timely and responsible manner all other teaching and academic assignments which he has accepted or which are a normal part of his duties.

4. To avoid using his position as a teacher to coerce students to adopt or feign positions similar to his, or to prevent the student from holding a view opposed to his.

5. To give individual evaluations of student performance.

6. To refrain from committing or inciting to acts of physical violence against individuals or property, or acts which interfere with the academic freedom of other persons within the University, or interfere with the freedom of speech or movement of such persons.
(7) To treat fairly, courteously and professionally his students, his colleagues and other members of the academic community.

Additionally, faculty rights shall include but not be limited to the right:

(1) To develop and discuss, according to his area of competence, the subjects which he teaches, constrained only by the responsibilities enumerated above;

(2) To seek change of University policies by appropriate means and through appropriate channels provided within each part of the University;

(3) To be treated fairly by his students, his colleagues, his chairperson and by all members of the University administration; to be preserved from arbitrary or capricious action on the part of any such persons;

(4) To be preserved from arbitrary or capricious action on the part of the University Administration with respect to the determination of his own individual annual compensation. In this regard, to receive full information concerning all factors material to the determination of his own individual annual compensation, provided that an individual is not entitled to receive any information concerning the salaries or the factors material to the salaries of others, nor may he by this provision be entitled to receive any information received by the University in confidence relevant to initial appointment, the grant of tenure, promotion or retention.

C. DUTIES

The responsibilities of full-time Faculty members are understood to include full participation in the academic life of the University. This participation involves not only the teaching of classes, but also holding regular office hours, adequate for counselling students, availability at registration periods, attendance at University functions, acceptance of a reasonable number of assignments to committee work, and advising of student activities.

Members of the Faculty should not depart for recess or vacation until all reports, grades, and current assignments, as may be required by Chairmen of Departments and Deans of Schools, have been completed and submitted.

The Academic Year begins one week before registration and terminates with Commencement, provided all University obliga-
tions in the matter of marks, grades, theses, and other reports have been satisfied. This is normally understood to mean from September 15 to June 15. Special arrangements may prevail in the Medical Center as necessity shall require.

Attendance at University Convocations and Commencements is expected from the full-time faculty. Except in emergencies, absence should be arranged with the Dean of School.

D. THE UNIVERSITY FACULTY SENATE

Its purpose is to insure full faculty participation in matters of general University interest by sharing responsibility with the University Board of Directors and Administration in the conduct of University affairs.

The Constitution of the Senate may be found at the end of this volume.

E. MEMBERSHIPS IN ASSOCIATIONS AND SOCIETIES

All members of the Faculty are expected to belong to the important professional and educational associations and societies in their respective fields, to attend meetings with reasonable regularity, and to be active in the affairs of at least one of such organizations. As the distinction and prestige of the Faculty member grows, he should take part not merely in the local affairs of an association or society but in its national affairs as well.

F. PAPERS AND PUBLICATIONS

It is expected that members of the faculty will deliver papers at the meetings of professional and educational organizations and will contribute to professional and educational journals and publications at reasonable intervals. Within the limits of his budget, the Chairman of the Department may authorize such active participation of a full-time faculty member in the meetings of an important society. Requests for such travel must be made in due time and must be accompanied by an estimate of cost so that the Chairman may have opportunity to consider his budget.

All expense accounts for authorized trips, itemized and accompanied by receipts should be submitted to the Business Office for payment.

Similar prior approval must be obtained in cases of travel chargeable to grants or contracts.

G. ABSENCE TO ATTEND MEETINGS AWAY FROM THE UNIVERSITY

Members of the Faculty who plan to be absent in order to attend meetings must arrange for such absence with the Chairman
of the Department and the Dean of the School. Substitute teachers must be obtained for classes, or classes postponed. Absence to attend meetings is not sufficient reasons for the cancellation of classes.

H. SABBATICAL LEAVE

In the interest of self-improvement, professional advancement, and productive scholarship, full-time faculty members of the rank of Assistant Professor and above shall, after seven years of service in these ranks, be eligible to apply for a sabbatical leave of absence.

Applications must be made in writing through the Chairman of the Department and appropriate Dean to the Academic Vice President, or the Medical Vice President, not later than December 1 of the academic year preceding the year of absence.

The applications of the liberal arts faculty will be reviewed by a Committee composed of the Deans of the various schools with the Academic Vice President as Chairman.

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

Normally the terms of sabbatical leave will be either one academic year at half basic pay or one semester at full salary. At the end of the leave period the faculty member is to report in writing to the Academic Vice President, or the Medical Vice President, on the progress of his research or formal study during that time.

It is evident that the number of leaves granted in any academic year must be limited. Leave for an exchange professorship is normally equivalent to a sabbatical leave.

All full-time faculty members of the Medical School, who are on a twelve-month salary basis, are eligible to apply for sabbatical leave for twelve weeks with full salary.

These faculty members are eligible to apply for sabbatical leave every four years.

I. PROMPTNESS

Members of the Faculty are expected to be prompt in meeting their classes and in beginning and terminating them at the appointed time.

J. ILLNESS

Members of the Faculty who cannot report for duty because of illness should inform the Chairmen of the Departments and/or
Deans of Schools as soon as the absence appears likely, in order that substitute teachers may be appointed. Chairmen of Departments are responsible for providing substitute teachers. Whenever possible, the substitute teacher should be informed concerning assignments in order that the work of the class may proceed with the least possible interruption.

K. EMERGENCY

Should members of the faculty be unable to perform their University duties because of any emergency, the procedure shall be the same as in the case of illness.

L. SUGGESTIONS

Suggestions for development and improvement of any kind in the University are not only welcome but solicited. Suggestions should be made to the Chairmen of Departments, unless they clearly pertain to the province of some other University official.

M. CONTROVERSIAL ISSUES

When speaking or writing in a controversial field, members of the Faculty should indicate that their viewpoints do not necessarily reflect the attitude of the University authorities.

N. CONFLICT WITH REGULAR DUTIES

(1) Since teaching at Georgetown is a full-time profession pre-empting the time, abilities, and efforts of the Faculty both for teaching and research, a regular full-time teacher shall not accept regular or part-time employment as a full or part-time teacher in another institution.

(2) While it is expected that full-time status will not afford much extra time, the obligation of the University to lend of its specially trained personnel is appreciated. Consultation service offered by Faculty members when called upon is thus recognized. Such consultation or other remunerative occupation outside the University, however, should not exceed an average of eight hours a week and must not be undertaken until it is arranged with the Dean on the recommendation of the Chairman of the Department who shall satisfy himself that teaching, research, mentoring, committee and other school obligations will be met.

O. COMPENSATION FOR USE OF EQUIPMENT

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

P. **Office Facilities**

Desk and office space is provided as available. These facilities are allotted as nearly as possible in order of rank and of seniority of service in the University.

Q. **Secretarial Service**

Secretaries are employed in the offices of schools and in certain larger departments. The services of such secretaries must be arranged through the Chairmen of Departments, the Deans of the Schools, or the appropriate University official.

R. **Faculty Parking**

Parking facilities are provided by the University to the best of its ability.

Faculty members are asked to comply with the parking regulations as promulgated.

S. **The American Association of University Professors**

There is a Chapter of the American Association of University Professors on Campus. Those members of the faculty interested in joining the Chapter should get in touch with the President of the Georgetown Chapter.

T. **Conflicts of Interest in Government Funded Activities**

The Federal Government requires reasonable assurance that Faculty members are aware of potential conflicts of interest arising from interrelationships with Federal agencies and their obligation to notify appropriate University officials of all outside activities that may have conflict of interest implications.

Georgetown University subscribes to the joint statement developed in December 1964, by the Council of American Association of University Professors and The American Council on Education “On Preventing Conflicts of Interest in Government-Sponsored Research at Universities.” Copies of this statement are available in the Office of the University Grants and Contracts Administrator.
Each Faculty member is required to inform the Academic Vice President or the Medical Vice President, through the appropriate department chairman and dean, of any consultation or other services performed outside the University that may involve conflicts of interest with Government sponsored programs in which he is participating.


As part of Georgetown University’s continuing affirmative action efforts and pursuant to the recent guidelines on sex discrimination by the Equal Employment Opportunity Commission, Georgetown University endorses the following policy:

(1) It is illegal and against the affirmative action policies of Georgetown University for any member of the University community, male or female, to sexually harass another such member by (a) making unwelcomed sexual advances or requests for sexual favors a condition of employment or academic advancement; (b) making submission to or rejection of such requests the basis for change in the individual’s status; (c) creating an intimidating, hostile or offensive environment by such conduct which may cause the individual to perceive that his/her status in the community is at risk.

(2) The Affirmative Action Office which administers the discrimination grievance procedures will review and resolve sexual harassment complaints. This office is located in 316 Kober-Cogan Hall.

While legal and University policy necessitates publication of this document, we are confident that all employees and students of the University community will act responsibly to establish a pleasant environment, free of illegal discrimination, in which to work and study.

V. The University Policy Concerning the Indemnification of Faculty Members (1987)

Georgetown University will defend, indemnify and hold harmless its faculty members from and against any and all expenses, including reasonable attorney’s fees and disbursements, judgments or settlements arising out of any act or failure to act by any faculty member acting in good faith within the scope of their employment and in performance of their authorized or assigned duties. The University reserves the right not to defend or indemnify a faculty member where the injury or damage results from intentional wrongdoing, gross negligence, or willful violation or
disregard of University policies and procedures. Nor will the University defend or indemnify a faculty member (1) in the event that the action or proceeding on a claim is brought by, on behalf of, or in the right of, the University, or (2) in the event that in the action or proceeding of the claim, the faculty member is aligned as a party adverse to the University. Acts or failures to act by faculty members rendering medical, dental, nursing, legal or other professional services not within the scope of their employment or not part of authorized or assigned duties are not included herein. In addition, indemnification shall not be available to a faculty member to the extent that any damage or loss is indemnifiable under other insurance covering the faculty member.

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

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

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*The 10-day rule may be waived on a showing of good cause.
POLICY ON DRUG FREE WORKPLACE (1989)

POLICY

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

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

PROCEDURE

A. NOTIFICATION TO ALL EMPLOYEES

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

B. DRUG AWARENESS PROGRAM

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

The University's Employee Assistance Program will be available to provide "assessment and referral" for employees who seek this confidential service, or who are referred to this service by their supervisors.

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

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

D. Employer Notification to Federal Contracting Agency

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

E. Discipline Resulting from Violation of Drug Statute Identified in Paragraph C. above

(1)

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

(b) When the University learns, either through the employee’s report under Paragraph C or otherwise, that an employee has been convicted of the use of or possession with intent to use an illegal and controlled drug at the workplace, and if no direct appeal from the convic-
tion is pending or any longer permitted, the University will take appropriate disciplinary action up to and including termination. Sanctions less than termination may require that the employee participate satisfactorily in an approved drug abuse assistance or rehabilitation program. If such direct appeal remains possible or pending, the University may take any appropriate steps short of termination, including suspending the employee without pay until such time as the appeal finally fails. If upon final appeal the conviction is reversed on the merits (i.e., not merely for procedural irregularity), the University will terminate any suspension or other disciplinary action.

(c) Where a conviction under this section has been reversed for procedural irregularity, the University remains free to make inquiry and take appropriate disciplinary action under procedures described below in Paragraph 3. Where such an inquiry is into misconduct by faculty, the faculty member's campus executive vice president will establish an ad hoc committee to conduct the investigation and to make a recommendation to the appropriate University authority. Any sanction then imposed can be no more severe than that recommended by the ad hoc committee.

(2) In any case under the foregoing paragraphs where the University determines to reinstate a suspended employee, the University shall give due consideration to the employee's request to be given back salary for the period during which the salary was suspended. Repeated offenses will substantially increase the likelihood that the employee will be terminated.

(3) In cases of drug-related activity by an employee in the workplace which is not or not yet the subject of criminal conviction, the University may conduct such inquiry and impose such sanctions as may be fairly permitted under normal University procedures governing faculty and staff misconduct up to and including termination. In any such inquiry the employee shall be given notice of the inquiry, a statement of the reason(s) therefore, and an opportunity to respond.
F. REVIEW OF PROCEDURES FOLLOWED AND DECISIONS MADE UNDER PARAGRAPH E.

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

G. SUPERVISORY TRAINING PROGRAMS

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

All officers of instruction are members of the faculty** of the University although assigned to service in distinct schools.

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

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

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

B. Norms for Appointment, Retention and Advancement

Those appointed to the faculty are expected to respect the educational philosophy of the University as enunciated in the catalogues of the University and to observe the professional standards and procedures set forth in this Handbook.

* Use in this document of the masculine pronoun is intended to include the feminine pronoun where applicable.

** For the purpose of this section of the Handbook, the term “faculty” includes part-time, full-time, tenure-eligible and non-tenure eligible appointments. The term “faculty” is not intended to substitute for nor be synonymous with the definitions used in other documents, including those of associations or accrediting agencies which define rights, responsibilities, power, and authority.
It is to be expected that all members of the faculty will perform satisfactorily their teaching and other duties. Satisfactory performance does not of itself constitute grounds for advancement in academic rank however. With advancing levels of academic work, it is expected that faculty members will demonstrate an increasing level of teaching ability, scholarship and service.

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

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

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

C. DEFINITION OF ACADEMIC RANKS

(1) Instructor

Appointment to the rank of Instructor generally presupposes the following qualifications:

i) Individuals may be appointed as Instructor who have advanced to candidacy for the Ph. D. or possess the degree required for teaching in certain fields.

ii) Proven or presumptive teaching ability.

iii) The potential to progress toward the Assistant Professorship according to ordinary norms.

iv) Those qualities of character and personality expected in a teacher and advisor of students.
(2) Assistant Professor
Appointment to this rank or promotion from the rank of Instructor presupposes:

i) Possession of the Ph.D. or the degree required for teaching in certain fields.

ii) Evidence of the possession of those qualities of character, personality, and competence expected in a teacher and advisor of students.

iii) Evidence of scholarship and research as described in "B. Norms for Appointment, Retention and Advancement."

iv) Evidence of satisfactory performance of other University responsibilities.

(3) Associate Professor
Appointment to this rank or promotion from the rank of Assistant Professor requires:

i) Normally three years in the rank of Assistant Professor at this University. In the case of new appointments, account may be taken of experience and professional recognition.

ii) Evidence of continuing and increasing achievement in the areas described in (2) (ii-iv) inclusive.

iii) Evidence of scholarship as recognized by colleagues in the same field of endeavor. In the case of new appointments, account may be taken of experience and professional recognition.

iv) Those qualities which warrant permanent tenure, whenever tenure is granted together with this rank.

(4) Professor
Appointment to this rank or promotion from the rank of Associate Professor supposes, in addition to distinguished fulfillment of the requirements of the previous ranks, evidence of such quality and quantity of scholarship as to warrant general recognition among scholars in the same field.

D. Term of Service (1988)
Appointment, promotion and tenure are separate actions. Appointment to any rank does not confer tenure except where specifically provided in the terms of appointment. Promotion at any time from any rank to any other rank does not confer tenure. Tenure is rarely granted to faculty members below the rank of Associate Professor.
For one regularly appointed to the Ordinary Faculty the normal term of employment is three years, renewable annually. The appointment may be extended to seven years.

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

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

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

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

E. APPOINTMENTS

All appointments to the Ordinary Faculty at the rank of Professor and Associate Professor are made by the President of the University. All other appointments to the faculty are made by the chief academic officer of the appropriate campus.

F. PROMOTION

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

G. TENURE (1988)

Tenure may be defined as a mutually acknowledged expectation of continuing employment that is terminable by the University for just cause (as for professional or moral inadequacy of the teacher, or grave economic stringency on the part of the University, or for reasons of major changes in institutional aims).

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

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

The tenure probationary period shall not include any year in which any member of the Ordinary Faculty is employed for less than two-thirds of the year. Summer sessions do not count toward tenure probationary period, whether or not such sessions are included in the person’s annual contract.

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

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

### H. REQUEST FOR RECONSIDERATION

Whenever a faculty member receives in writing an adverse decision of the University concerning his/her application for promotion and/or tenure, the faculty member has thirty calendar days to file with the President of the University a petition for reconsideration. The petition should be submitted in writing and list the reasons for the request for reconsideration.

### I. MANDATORY RETIREMENT

Effective July 1, 1982, for all Georgetown University academic personnel the normal retirement date will remain the first day of the month following the end of the contracted academic term (defined as semester, year, or summer term as may be applicable) in which the person’s 65th birthday occurs. An academic employee may elect to remain actively employed beyond the “normal retire-
ment date" of sixty-five and up to the "mandatory retirement date" of seventy.

The Board of Directors of Georgetown University revised, effective October 22, 1982, University policy on faculty tenure to state that for tenured faculty members who have elected and are still employed or who will elect to remain actively employed beyond their normal retirement date, tenure (as defined in the Faculty Handbook, Rank and Tenure Section, Paragraph G) shall continue until the actual retirement date but not beyond the mandatory retirement date (age 70). The Board reserved the right to review this policy in the event of future legislation concerning mandatory retirement dates (Board Action, October 22, 1982).
I. GEORGETOWN DEGREE PROGRAMS

Full-time faculty members who have tenure or who have taught at the University for one year and full-time academic personnel who have been employed at the University for one year are eligible for tuition scholarships for themselves. Children of full-time faculty members appointed with tenure may apply immediately for tuition scholarships. All other children are eligible to apply after two years of full-time service by the parent.

(1) The Scholarship is awarded for pursuit of regular degree programs at the University. Documentation indicating acceptance in the degree program must be submitted with the application for a scholarship.

(2) Failure to comply with academic regulations of the University is sufficient cause for the termination of the scholarship.

(3) In no case will the scholarships exceed four academic years (eight semesters).

(4) Scholarships are for tuition only. All other fees must be paid in the semester in which they are incurred.

(5) Applications for tuition scholarships must be submitted to the Provost’s office by December 1 for the spring semester and by June 1 for the fall semester. Failure to apply by the specified deadlines will involve a penalty fee. Copies of the application form may be obtained through the Provost’s office before the specified deadlines.

(6) Scholarships are awarded for the fall and spring semesters. Only faculty members may receive scholarships for the Summer School division.

(7) Within the conditions listed above, the following scholarship may be awarded:

(a) For faculty members and other academic personnel:
   Full tuition scholarship for courses toward a degree in all schools of the University.

(b) For children of faculty members and other academic personnel:
   Full tuition scholarship in any of the degree-granting programs of the University for no more than four academic years (eight semesters).

NOTES:
1. These scholarships are not available for summer course work.
2. These scholarships may be applied to Georgetown University study abroad programs.

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

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

(d) Unofficial Audits:
Full-time faculty members and academic personnel may audit courses unofficially with the permission of the instructor on a space available basis; no other permission is required; no credit certificate is issued and no official record of the audit is kept.

Procedure
When the scholarship has been awarded, the Provost's office will forward a credit memorandum to the applicant; this credit certificate is to be presented to the Cashier at registration.

II. DEGREE PROGRAMS OUTSIDE GEORGETOWN UNIVERSITY

Full-time academic personnel (faculty and academic staff) are eligible for tuition benefits outside Georgetown University. Under this program, Georgetown will award limited grants based on the availability of funds. These grants are available to academic personnel accepted in graduate degree programs at other institutions, only if the programs are not offered at Georgetown.

The eligibility requirements are as follows:

(1) You must be a full-time member of the academic staff (teaching or non-teaching academic).

(2) You must have completed two years of continuous full-time University service prior to the application date; you must remain full-time, permanent, and active (i.e., not on leave of absence) during the semester.
(3) You must have been accepted for, or be enrolled in, a graduate program.

(4) The institution where the course work will be taken must be located in Washington, Maryland or Virginia.

(5) The program must be job related, or Georgetown career related, and must have the approval of your Dean or equivalent administrator.

(6) You must not be receiving overlapping financial aid from other sources (state scholarships, veterans’ benefits, etc.) that would pay the cost of tuition.

Since each year there are financial limits, the maximum amount of any semester award (fall and spring) will be set at the beginning of each fiscal year. The amount of the total award made to an academic staff member is also limited.

The complete, detailed guidelines for tuition benefits to academic personnel and the application forms are available through the office of the Chancellor at the Medical Center, through the Dean’s office at the Law Center, and through the Provost’s office on the Main Campus. Notification of the awards will be made through the Chancellor’s office.
A. Copyright Royalties of Publications on Materials Authored by Faculty Members

The University and the faculties are requested to do everything possible to encourage publication and research by staff members. The services of the office of the University Editor, for example, are available, without fee. These services include advice on book contracts and the submission of faculty manuscripts to trade publishers.

In case of publication of teaching material by staff members in which the University pre-pays the full, or a substantial part of, the costs of such publications, special arrangements have to be made about the copyright and the division of royalty with the dean of the pertinent school as well as with the Treasurer of the University.

Copyrights which, for one or the other reason, are registered in the name of the University, especially in case of publication under government contract, may be transferred to the staff member, if such a transfer appears to be in the interest of the best utilization of such copyright.

B. Inventions and Patents

Faculty, staff members and employees of Georgetown University — hereinafter referred to as staff members — shall participate in the fruits of scientific research under the following principles:

I.

Georgetown University acquires ownership in all inventions — any new and useful process or discovery, art or method, machine, manufacture, or improvement thereof — made or conceived by a staff member, provided such invention was made:

(a) during a special research assignment given to a staff member pursuant to a research contract or grant of the University or otherwise;

(b) in utilization of the facilities, equipment, funds or other contributions of the University;

(c) and provided that the University has not entered into a research grant or contract with express provisions to the contrary.
Inventions made by a staff member on his own time and without aid of Georgetown University facilities are the sole property of the inventor.

(a) Patents from such inventions should be administered so as to not involve the name or the facilities of Georgetown University.

(b) Time spent in administering such patents should conform to the University policy on outside activities by a staff member.

(c) In general a staff member should not patent such inventions which are in the specific field of Georgetown University’s research programs without permission by the University.

(d) Inventor-owned patents may at the option of the inventor be assigned to Georgetown University for administration under University patent policies or in accordance with specific agreement between the inventor and the University.

II.

Ownership and disposition of invention rights resulting from research financed wholly or partially by governmental, industrial, philanthropic or other organizations shall be determined by the rules, regulations, and procedures of the sponsoring organization and in accordance with the terms of the related research agreement and the policies of Georgetown University. A staff member who elects to perform research on governmental, industrial or other projects undertaken by the University is required to sign such supplemental agreements as are necessary to enable the University to fulfill its legal obligations with respect to patentable discoveries.

III.

At the request of Georgetown University any member of the University staff who developed an invention under Paragraph I(a), (b), or (c) or Paragraph II shall be required to execute the papers required for making application for patents in the United States and abroad and for assignment of such patent applications or patents to Georgetown University or its designee. The expenses of the patent proceedings undertaken pursuant to this section are to be paid by the University or by its assignee.
IV.

Georgetown University may dispose of its rights obtained under Paragraph I, II and III as follows:

(a) by selling, or licensing, or assigning, or otherwise exploiting such rights;

(b) by operating such rights for public use, if principles of charity or public policy, in the determination of the University, so demand;

(c) by releasing such rights to the inventor, provided he repays expenses already incurred by the University or its assignee;

(d) by including such rights in a research contract with a third party under which such rights are, either in advance or subsequently, assigned or licensed to the third party or otherwise.

V.

The member of the staff shall be paid one half of the net income resulting to the University under Paragraph IV(a).

If disposition is made under Paragraph IV(d), Georgetown University will do its best, in the interest of its staff members, to facilitate their participation in the income either directly from the third party or through participation in the income of the University.

VI.

The members of the staff of Georgetown University are expected to cooperate in the following ways:

(a) They will maintain clear records from which the developments of research and of inventions can be proven.

(b) They will report to Georgetown University or its departments whenever, in their opinion, an invention, patentable or not, was made.

(c) They will assist the patent attorney designated by Georgetown University, or by the University’s assignee, in the prosecution of the patent application.

(d) They will assist Georgetown University in its attempts to dispose of the rights resulting from inventions or patents.

(e) These obligations enumerated here remain effective even after the staff member shall leave the University.

Georgetown University will give all reasonable opportunity to the staff members to help in getting the most equitable arrange-
ment in the interests of Georgetown University and of the inventor.

VII.

Any dispute arising from the application of these principles shall be arbitrated in accordance with the procedure prescribed by the American Arbitration Association. The award rendered by the arbitrator shall be final and binding on both parties.

VIII.

The conditions enumerated herein shall become a part of each contract of employment with staff members.

IX.

Notwithstanding the above provisions, the University may elect to contract with a patent management firm for such services in relation to patent applications and prosecutions as such organization offers. In augmentation of this policy, the University has entered into a patent development agreement with Research Corporation which will act as the University's patent management agency. Any net income which the University obtains from the sale or exploitation of an invention shall be shared with the inventor as indicated in Paragraph V above.

Research Corporation is a non-profit foundation which distributes its total net income as grants-in-aid of research to colleges, universities, and scientific institutions. As stated in its charter, it was established to receive and to acquire inventions and to render the same more available and effective in the useful arts, to provide means for the advancement of scientific investigation by contributing the net earnings of the corporation to scientific and educational institutions, and to receive other monies and property and to apply the same to the objects specified.

C. PROCEDURE FOR RESEARCH GRANTS OR CONTRACTS

(1) When application for a research grant is to be made, a written outline of the project in question, approved by the appropriate Department Head, will be submitted to the Committee on Research and Graduate Study of the school. In the event of non-approval by the Department Head, the principal researcher shall retain the right to submit his project to the Committee on Research and Graduate Study of the school concerned for consideration jointly with the Head of the Department concerned. If such a committee does not exist, the project shall be submitted to the Dean. (In lieu of the written outline — the dean or committee of the
school may accept the fully prepared project application for review. This outline should be brief but should include definitive statements on the following points:

(a) Statement of the Problem
(b) Method of Approach
(c) Requirements (equipment, time, personnel, space, etc.)
(d) Reason, rationale or significance
(e) Source of support (projected)

In its consideration of the above outlined projects, the committee or dean should determine if the project is scientifically sound, the approach is practicable, and that the interests of Georgetown University will be protected. By this is meant that basic and useful equipment may be obtained, commitments on personnel and space will not be burdensome to the school and that the academic reputation of the school will not be endangered by the nature of the work or the restrictions of the grantor.

(2) Upon the approval of the committee, if one exists, the proposed project will be sent to the Dean of the school for his consideration.

(3) In instances where an investigator conceives of a worthwhile project but lacks financial support, the grant request should be prepared as outlined above and sent through channels to the Dean.

(4) The proposed project should then be written in the form required for grant application, and this presented to the Dean for forwarding to the Treasurer of the University with a letter or signature of approval written by the Dean. All grant applications must also bear the signature of the President or the Treasurer as contracting officers for the University.

(5) In preparing requests for research grants and contracts, applicants should include direct and indirect costs. When practicable the following manual may be used as a guide: "Explanation of Principles for Determination of Costs Under Government Research and Development Contracts with Educational Institutions War Department — Navy Department, August 1947."

(6) The Deans of the individual schools may be authorized to depart from any or all of the "Stipulations for Commercial
Contracts in exceptional cases, upon the prior approval of the University contracting officer.

D. Stipulations for Commercial Contracts

(1) The study will be directed solely by the principal investigator with the concurrence of the Faculty Committee on Research. However, the officers and employers of the grantor will be welcome to discuss the problems and offer suggestions.

(2) The University will permit preliminary negotiations for grants but before any formal contract is consummated it must pass through the appropriate channels of the University.

(3) The University Department will agree to use its best judgment in directing the study along the lines of the initial plans to utilize the funds as advantageously as practicable. No agreement or promise is made regarding the results to be obtained and the publication of the findings will be entirely at the discretion of the principal investigator directing the work and the Executive Faculty or the Dean.

(4) Original records will be kept by the principal investigator. Reports of progress will be made, through the Dean, to the grantor from time to time as agreed upon. No parts of such reports may be made public until after publication of the results by the investigators except when the investigators specifically release all or part of their report for publication by the grantor.

(5) Neither the name of the school nor the name or names of the investigators may be used in advertising or publicity material without authorization by the Executive Faculty or the dean of the school.

(6) The University Department, in the absence of a specific agreement to the contrary, shall have the right to publish significant findings resulting from all or any part of the project at the discretion of the principal investigator with approval of the Dean or the Executive Faculty. However, even in the absence of such a specific agreement, careful consideration will be given the opinion of the grantor regarding the opportune time for publication of results.

(7) Articles published which are reports of studies under a grant will carry a statement giving credit to the grantor for support of the work.
(8) No commercial brands or trade names shall appear in the publication of the results except as such brands or trade names are essential in the description of the research.

(9) Reprints of papers written by workers on a project are not to be distributed by the grantor except with the permission of the principal investigator.

(10) Nothing in the foregoing Stipulations shall be construed as limiting or proscribing individual initiative in the various fields of research.
APPENDIX A

THE CONSTITUTION
OF THE UNIVERSITY FACULTY SENATE
I. THE GEORGETOWN UNIVERSITY FACULTY SENATE

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

II. FUNCTIONS OF THE SENATE

(1) The Senate shall have authority to discuss and express its views on any matter of general University interest, and to make recommendations to the President and Board of Directors, and to the University Faculties. The Senate shall discharge its functions as a body or through committees or persons duly delegated to act for it.

(2) Matters may be brought before the Senate by the President or Board of Directors, and, according to procedures outlined in VI.2, the Executive Faculties; University Committees; on petition of any individual Faculty member or groups of Faculty members; and on the Senate's own initiative. The Senate shall at all times control its own agenda.

(3) The Senate shall participate in University affairs including the following areas:

(a) Educational affairs of general University interest;

(b) The determination of conditions of academic freedom and responsibility, including the recommendations of desirable standards and grievance procedures;

(c) The formulation and application of standards for rank and tenure, including appointment and promotion procedures and grievance procedures;

(d) University governance, including consultation with the Board of Directors concerning the appointment of the University President, Academic Vice President and Academic Deans, and recommendation of appropriate procedures for the selection of Departmental Chairmen;

(e) The University budget, including examination of budgets and consultation with respect to the University's financial status and policies;

(f) Grants of general University interest;

(g) Faculty and staff salaries, retirement plans, and fringe benefits, including periodic reviews of salary and benefit standards and ranges;
(h) Faculty research grant and sabbatical leave procedures and policies;
(i) Student affairs, including liaison with the Student Development Office and with student governments, and recommendations regarding student concerns;
(j) Physical plant and facilities including planning and development;
(k) University convocations, including recommendations concerning honorary degrees.

III. MEMBERSHIP

(1) The Senate shall be composed of seventy-five elective members from three constituent Faculties, as set out in Paragraph 2, below and of the following "ex-officio" members: the Academic Vice President of the University, the Vice President for Medical Center Affairs, the Administrative Vice President of the University, the Deans and Acting Deans of the Schools of Medicine and Law; and four Main Campus Deans, selected annually by the Main Campus Council of Deans, the other members of the Council being designated as alternates, with full privileges of Senate membership in the absence of any of the four.

(2) The elective members shall be apportioned among the three constituent Faculties (Arts and Sciences, including the School of Nursing; the Medical and Law Schools). The initial distribution shall be: Arts and Sciences, 45, including at least 3 from the School of Nursing; 1 from the School of Business Administration; 3 from the School of Languages and Linguistics; 2 from the School Faculty, School of Foreign Service; Medical 20, Law 10. The Senate shall at reasonable intervals re-examine the apportionments.

IV. ELECTION PROCEDURE

(1) All full-time Faculty members with at least one year of full-time service at the University shall be eligible to vote in elections for the Senate, and to serve as members of the Senate.

(2) Nominations for seats in the Senate, for full terms or for unexpired terms in the event of vacancies, shall be in writing and bear the signatures of five qualified votes in the constituency of which the nominee is a member of the Faculty.

(3) Within each constituency the candidates receiving the highest numbers of votes shall be considered elected, except that in accordance with III., 2., at least 3 members of the School of Nurs
ing, 1 member from the School of Business Administration, 3 from the School of Languages and Linguistics, and 2 from the School Faculty, School of Foreign Service, shall be considered elected. A tie shall be decided by lot.

(4) Elections shall be held annually in the spring semester for one-third of the seats in the Senate in each constituency and for the filling of any vacancies.

(5) For the first election to the Senate, the Chairman of the Provisional Assembly shall appoint an Election Commission representative of the three constituencies, to conduct the election in accordance with the provisions stated above. Thereafter, the Presiding Officer of the Senate shall appoint annually the Election Commission. It shall be the duty of the Election Commission to certify lists of qualified voters, to receive nominating petitions, and certify winning candidates. Vacancies shall be filled at the next regular election.

V. TERMS

(1) The term for elected members of the Senate shall be three years.

(2) At the first convening of the Senate, following the first election, Senators from each constituency shall be divided by lot into three equal groups, one group to serve for one year, one for two years, and one for three years. Thereafter, all terms shall be for three years.

(3) Members elected in 1971 shall draw for terms of one, two and three years, the number of each being such as to preserve the constitutional provision that one-third of the Senate in each constituency shall be elected annually.

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

VI. OFFICERS AND STEERING COMMITTEE

(1) The Senate shall elect, biennially, from its membership, at the first regular meeting following election of new Senators, a President, two Vice Presidents (a First Vice President and a Second Vice President) and a Secretary-Treasurer. Nominations for these offices may be made by a Nominating Committee and from
the floor. In the event that a vacancy occurs, there shall be a special election.

(2) The four officers, the Academic Vice President, and a second ex-officio member of the Senate, appointed by the President of the University, shall appoint the chairmen of the Senate's standing committees subject to confirmation by the Senate, who, with the officers, and the two ex-officio members, shall serve as the Steering Committee of the Senate.

(3) The Steering Committee shall have the following authority:
(a) To receive communications concerning matters to be put upon the agenda of the Senate;
(b) To establish the agenda for Senate meetings, excepting that any member of the Senate may, at a meeting of the Senate, ask the body to consider a particular matter;
(c) To refer appropriate matters to the Standing Committees of the Senate, which standing committees shall be free to take up matters on their initiative;
(d) To select members of the standing and special committees of the Senate;
(e) When requested by an Executive Faculty, to designate a member or members of the Senate to serve as representatives to the Executive Faculties of the University, the designation of such representatives being subject to confirmation by the Senate;
(f) Subject to confirmation by the Senate, to appoint some members to standing and special committees whose jurisdiction and membership are university-wide, including at least half the membership of the Rank and Tenure Committee, the others being appointed by the President of the University. For major committees serving more than one Department or School, the Steering Committee shall appoint two voting members, subject to Senate confirmation, the remainder being selected as the President of the University shall designate. In making appointments to either of the University committees described herein, the Steering Committee shall insofar as feasible give representation to each of the three constituencies.
(g) To call special meetings of the Senate;
(h) To manage the budget of the Senate.
VII. SENATE COMMITTEES

(1) The standing committees of the Senate shall include:
   (a) The Committee on Educational Affairs, whose jurisdiction shall extend to matters described in II. 3.a, f, h, k.
   (b) The Committee on Academic Freedom and Responsibility, whose jurisdiction shall extend to II. 3.b and c.
   (c) The Committee on University Governance, with jurisdiction over II. 3.d.
   (d) The Committee on University Budget and Finance, with jurisdiction over II. 3.e.
   (e) The Committee on Faculty and Staff Salaries, Retirement Plans, and Fringe Benefits, with jurisdiction over II. 3.g.
   (f) The Committee on Student Affairs, with jurisdiction over II. 3.i.
   (g) The Committee on Physical Facilities, with jurisdiction over II. 3.j.

(2) By majority of those present and voting, the Senate may constitute special committees, and may add to or abolish standing committees.

(3) The Senate shall elect, biennially, a Nominating Committee for the selection of officers.

VIII. PROCEDURE

(1) A quorum shall consist of 40 percent of the membership of the Senate.

(2) No member shall have more than one vote.

(3) The Senate shall establish and may amend its rules of procedure by majority vote.

(4) In matters not regulated by this constitution or by the Senate's rules of procedure, Robert's Rules of Order Revised shall be the parliamentary authority. The President of the Senate may appoint a parliamentarian.

IX. MEETINGS

(1) The Senate shall hold four (4) regular meetings during each academic year: one in October, one in December, one in February, and one in April.

(2) Special meetings may be convened by the President or — in his absence — by either of the Vice Presidents.

(3) Special meetings shall be convened by the President upon writ-
ten request signed by ten members, or upon request from the Academic Vice President of the University.

(4) Unless there is an emergency, the calling of a meeting shall be made at least two weeks before the date of the meeting; the call shall be in writing and contain the proposed agenda.

(5) General Main Campus Faculty Meetings. A meeting of the Main Campus full-time Faculty, tenured and tenure track, may be called, for the discussion of issues of interest to the Faculty in the following two ways:

(a) By the officers of the Faculty Senate. Notice of no less than ten days shall be given in the call, and the issue(s) specified as explicitly as possible. OR

(b) On petition of twenty-five full-time, tenured and tenure track, members of the Main Campus Faculty addressed to the President of the University Faculty Senate. Upon receipt of such a petition, the President of the Senate shall call such a Faculty meeting no later than two weeks from the date of receipt of the petition. The petition should be as specific as possible concerning the issue(s) to be discussed.

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

X. AMENDMENT PROCEDURE

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

XI. RATIFICATION

(1) Ratification of this Constitution requires:

(a) Approval by a two-thirds majority of those members of the Provisional Assembly present and voting called to consider the Constitution;

(b) Approval by the President and Board of Directors of the University;

(c) Approval by a majority voting in each of the three constituencies in a referendum on the constitution. Qualifications for voters shall be in the same as in IV. 1. As a constituency
ratifies the constitution, it shall be in effect in that constituency.

(2) When ratified, the Constitution shall become a part of the Statutes of the University, and shall appear in an appendix to the Faculty Handbook.
This section summarizes the employee benefits available to Georgetown University faculty. The statements made are accurate but by no means complete as to detail. Additional information and enrollment forms are available at the Office of Insurance & Retirement, 687-3643. Benefits are available to full-time permanent faculty. Part-time faculty and those appointed to full-time positions on a temporary basis (for a period of less than 4 months), including summer appointments, are not eligible unless the plan is required by law. Please review this before you visit the Office of Insurance & Retirement to enroll.

**HOW TO ENROLL**

You must participate in the University sponsored Group Life, Retirement and Long Term Disability Income plans. To enroll, you must complete the appropriate forms. *It is important to note that you must enroll within 30 days of employment. Your coverage will not become effective until the first day of the month after you enroll.* We strongly recommend that you arrange an appointment with the Office of Insurance & Retirement. The entire benefit program will be explained and you can complete enrollment forms then. This process should take no longer than 30 minutes. You need to bring a record of your age; i.e., your birth certificate, passport, or similar document. Your birth record will be cited and returned during the meeting.

**PARTICIPANT CONTRIBUTIONS**

Deductions to cover the cost of your benefits are taken from each paycheck. If you are paid on a 10 month basis, you will have a triple deduction taken from your last paycheck before your summer leave period for life, health, dental and disability insurance. You may continue your benefits while on unpaid leave by making prior arrangements with the Office of Insurance & Retirement.

**MANDATORY BENEFIT PLANS**

**I. GROUP LIFE INSURANCE**

**ELIGIBLE EMPLOYEES**

You must participate in the Basic Plan of Group Life Insurance if you are a full-time faculty member. You may elect additional coverage by enrolling in either the Optional or Supplemental Plan in lieu of the Basic Plan.

**EFFECTIVE DATE OF COVERAGE**

Coverage starts on the first day of the month following enrollment, provided you enroll within 30 days of employment.
**Benefits**

<table>
<thead>
<tr>
<th>Plan</th>
<th>Life Insurance Face Amount</th>
<th>Accidental Death &amp; Dismemberment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td>ONE times annual salary rounded to the next higher $1,000, to a maximum of $30,000</td>
<td>Same as life insurance face amount</td>
</tr>
<tr>
<td>Optional</td>
<td>TWO times annual salary rounded to the nearest $100, to a maximum of $300,000</td>
<td>Same as life insurance face amount</td>
</tr>
<tr>
<td>Supplemental</td>
<td>THREE times annual salary rounded to the nearest $100, to a maximum of $300,000</td>
<td>Same as life insurance face amount</td>
</tr>
</tbody>
</table>

**Contribution Schedule**

The University pays the full cost of the first $5,000 of coverage. You pay $ .25 per $1,000 per month for coverage from $5,000 to $100,000 and $ .385 per $1,000 per month for coverage over $100,000. For example:

<table>
<thead>
<tr>
<th>Amount of Life Insurance</th>
<th>Your Contribution</th>
<th>University Contribution</th>
<th>Total Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 30,000</td>
<td>$ 6.25</td>
<td>$ 5.30</td>
<td>$ 11.55</td>
</tr>
<tr>
<td>$ 50,000</td>
<td>11.25</td>
<td>8.00</td>
<td>19.25</td>
</tr>
<tr>
<td>$100,000</td>
<td>23.75</td>
<td>14.75</td>
<td>38.50</td>
</tr>
<tr>
<td>$200,000</td>
<td>62.25</td>
<td>14.75</td>
<td>77.00</td>
</tr>
<tr>
<td>$300,000</td>
<td>100.75</td>
<td>14.75</td>
<td>115.50</td>
</tr>
</tbody>
</table>

**II. Defined Contribution Retirement Plan**

**Participation & Eligibility**

Faculty must participate in this plan, provided they work at least half-time and are between the ages of 21 and 69.

**Enrollment**

You must complete the appropriate contract or account application (and provide evidence of your date of birth if enrolling in TIAA/CREF) to enroll in the plan.

**Benefits**

Both the University and the employee contribute a defined amount to fund eventual retirement. The amount of the resulting retirement annuity depends on the amount contributed, the earnings on these investments over time, and the form of annuity payment selected.

Retirement contributions may be invested with two insurance companies — the Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF) and the Equitable Life Assurance Society of the U.S. — or with two mutual funds — the Vanguard...
Group of Mutual Funds and the Fidelity Group of Mutual Funds. Various types of funds are available for investments with each of these companies, including growth, growth and income, fixed income, money market, and balanced funds. More information on the wide variety of funds available for retirement contributions is in the publications Your New Retirement Plan Options and Comparing Your New Investment Choices.

CONTRIBUTION SCHEDULE

Contributions are expressed as a percentage of your salary and are made on a monthly basis while you participate, except for months in which no salary is paid, as follows: 3% by the faculty member, 12% by the University, for a total of 15%.

Your contribution to the plan is made on a before tax or salary reduction basis (after tax or salary deduction contributions are available only for basic contributions to TIAA/CREF). By contributing on a salary reduction basis, you lower your current income by the amount you contribute. This means that you pay less in current income taxes. It is important to understand that you are deferring taxes. You will have to pay taxes on any income received from the plan. See Section VII on how you can make additional tax deferred voluntary retirement plan contributions.

III. LONG TERM DISABILITY

ELIGIBLE EMPLOYEES

Full-time faculty must participate in this plan.

EFFECTIVE DATE OF COVERAGE

Coverage starts on the first day of the month following enrollment, provided you enroll within 30 days of employment. If you do not enroll when first eligible, you may do so only by providing evidence of insurability satisfactory to the insurance carrier.

BENEFITS

The plan provides a benefit of 60% of base salary to a maximum benefit of $5,000 per month (the maximum covered salary is $8,333.33 per month, or $100,000 per year). The benefit begins after a 3 month waiting period. The benefit can continue to age 70, as follows:

<table>
<thead>
<tr>
<th>Age at Commencement of Disability</th>
<th>Duration of Benefit Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>age 61 or younger</td>
<td>to age 65 or normal retirement, whichever occurs first</td>
</tr>
<tr>
<td>62</td>
<td>3.5 years</td>
</tr>
<tr>
<td>63</td>
<td>3 years</td>
</tr>
<tr>
<td>64</td>
<td>2.5 years</td>
</tr>
</tbody>
</table>
(Table continued)

<table>
<thead>
<tr>
<th>Age at Commencement of Disability</th>
<th>Duration of Benefit Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td>2 years</td>
</tr>
<tr>
<td>66</td>
<td>1.75 years</td>
</tr>
<tr>
<td>67</td>
<td>1.5 years</td>
</tr>
<tr>
<td>68</td>
<td>1.25 years, or to age 70, whichever occurs first</td>
</tr>
<tr>
<td>69</td>
<td>1 year, or to age 70, whichever occurs first</td>
</tr>
</tbody>
</table>

This benefit is reduced by any benefit collectible under Workers’ Compensation, Primary Social Security, or any disability or early retirement benefit received under a University sponsored retirement plan. Benefits are not payable for disabilities resulting from pre-existing conditions which occur during the first year of participation in the plan.

CONTRIBUTION SCHEDULE

The University pays the full cost of the first $1,000 of monthly salary. You pay $.55 per month per $100 of monthly salary thereafter. For example.

<table>
<thead>
<tr>
<th>Monthly Salary</th>
<th>Your Contribution</th>
<th>University Contribution</th>
<th>Total Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000</td>
<td>$5.50</td>
<td>$5.50</td>
<td>$11.00</td>
</tr>
<tr>
<td>3,000</td>
<td>11.00</td>
<td>5.50</td>
<td>16.50</td>
</tr>
<tr>
<td>4,000</td>
<td>16.50</td>
<td>5.50</td>
<td>22.00</td>
</tr>
<tr>
<td>5,000</td>
<td>22.00</td>
<td>5.50</td>
<td>27.50</td>
</tr>
<tr>
<td>6,000</td>
<td>27.50</td>
<td>5.50</td>
<td>33.00</td>
</tr>
<tr>
<td>7,000</td>
<td>33.00</td>
<td>5.50</td>
<td>38.50</td>
</tr>
<tr>
<td>8,333</td>
<td>40.33</td>
<td>5.50</td>
<td>45.83</td>
</tr>
</tbody>
</table>

VOLUNTARY BENEFIT PLANS

IV. HEALTH BENEFIT PLANS:
BLUE CROSS & BLUE SHIELD HEALTH INSURANCE AND HEALTH MAINTENANCE ORGANIZATIONS

ELIGIBLE EMPLOYEES

You are eligible if you are a full-time faculty member.

EFFECTIVE DATE OF COVERAGE

Coverage starts on the first day of the month following enrollment, provided you enroll within 30 days of employment or transfer from part-time to full-time employment. If you get married, you have 90 days after the marriage to enroll your dependents. If you do not enroll yourself or your dependents when first eligible for coverage, you must wait until the December open enrollment period. If you enroll during open enrollment, you will have a 10 month waiting period during which Blue
Cross/Blue Shield Hospital and Surgical Medical benefits are not available for pre-existing conditions, plus a permanent exclusion for pre-existing conditions under Major Medical benefits.

Benefits

Blue Cross & Blue Shield Plans

There are two plans available, the Comprehensive Plan and the Comprehensive with UCR Plan. Their highlights are as follows:

Hospitalization
- Room & board up to 365 days at the semi-private room rate
- Unlimited special charges
- In-patient doctor’s visits
- Emergency care
- Extended care facility, hospice & home health care benefits

Surgical-Medical
- The Comprehensive plan pays according to the Extended Surgical-Medical fee schedule allowance.
- The Comprehensive with UCR plan pays according to the Usual and Customary or Reasonable method. Participating doctors accept UCR as payment in full.

- Services covered: surgery, anesthesia, and diagnostic laboratory and x-ray charges, full service maternity care, including pre- and post-natal care.

Major Medical
- $1,000,000 maximum benefit per illness ($40,000 lifetime maximum for nervous & mental disorders)
- $100 Deductible per calendar year
- Co-insurance - 80% paid by insuror, 20% paid by participant
- Stop-loss provision - limits out of pocket expense for covered services to $725 per year per person ($1,450 per family)
- Services covered - prescription drugs, doctors’ office visits, outpatient psychiatric visits (30 per year)
Coverage under the two HMO plans is similar to Blue Cross and Blue Shield, with the addition of coverage for preventive care. HMO participants must receive all of their care through their HMO center, with the exception of emergency treatment. Hospitalization coverage is included at the area hospital associated with the HMO at 365 days at the semi-private room rate.

Special features of the HMO plans are: Kaiser-Permanente covers prescription drugs with a $3.00 co-payment for prescriptions purchased from a Kaiser center and a $10.00 co-payment for prescriptions purchased from a pharmacy that participates with Kaiser; the participant pays the full cost if prescriptions are purchased from a non-participating pharmacy. The GW Health Plan covers prescriptions at 80% of cost after a $75 deductible per year, with a maximum benefit of $4,000 per member per year. Also, GW charges a $30 co-payment for each authorized emergency room visit, which is waived if the member is admitted directly to the Hospital.

Kaiser-Permanente has centers in Reston, Falls Church and Springfield, VA; Gaithersburg, Landover, Camp Springs, and Kensington, MD; and North Capitol Street, DC. George Washington has centers in Northwest Washington, DC; Alexandria, VA; and Rockville and Greenbelt, MD.

**CONTRIBUTION SCHEDULE** (effective January 1, 1990)

<table>
<thead>
<tr>
<th>Plan</th>
<th>Coverage</th>
<th>Your Contribution</th>
<th>University Contribution</th>
<th>Total Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>BC/BS Comprehensive</td>
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<td>$44.20</td>
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</table>

You may elect to have the contributions you make for health coverage deducted from your paycheck before taxes are withheld. In other words, these contributions are not included as taxable income on your W-2 form, and no federal income, state income, or Social Security tax is deducted from your paycheck for these contributions.
V. DENTAL INSURANCE

ELIGIBLE EMPLOYEES

You are eligible if you are a full-time faculty member.

EFFECTIVE DATE OF COVERAGE

Coverage starts on the first day of the month following enrollment, provided you enroll within 30 days of employment or transfer from part-time to full-time employment. If you get married, you have 90 days after the marriage to enroll your dependents. If you do not enroll yourself or your dependents when first eligible for coverage, you must wait until the December open enrollment period. If you enroll during open enrollment, you will have a 10 month waiting period during which benefits are not available for pre-existing conditions. Additionally, the 10 month waiting period applies to dental coverage levels 5 to 8 if you change from Option I to Option II during open enrollment.

BENEFITS

There are two plans available, as follows:

Option I pays 100% of the Usual Customary or Reasonable (UCR) fee after a $50 deductible per calendar year for the following services:

Level 1: cleaning, examination, emergency treatment, simple extractions, fillings, x-rays, consultations, and recementation
Level 2: topical fluoride treatments, repair of removable dentures
Level 3: endodontia
Level 4: crowns, simple procedures of oral surgery

Option II pays 75% of the Usual Customary or Reasonable (UCR) fee after a $50 deductible per calendar year for the Levels 1 to 4 listed above, plus:

Level 5: complex procedures of oral surgery
Level 6: fixed bridges, removable dentures, relining of dentures
Level 7: periodontia
Level 8: orthodontia

The maximum annual benefit is $1,000 per participant for Levels 1 to 7, with a separate lifetime maximum of $1,000 per participant for Level 8.

CONTRIBUTION SCHEDULE (effective January 1, 1990)

<table>
<thead>
<tr>
<th>Plan</th>
<th>Coverage</th>
<th>Your Contribution</th>
<th>University Contribution</th>
<th>Total Monthly Contribution</th>
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You may elect to have the contributions you make for dental coverage deducted from your paycheck before taxes are withheld. In other words, these contributions are not included as taxable income on your W-2 form, and no federal income, state income, or Social Security tax is deducted from your paycheck for these contributions.

VI. CONTINUATION OF HEALTH & DENTAL INSURANCE

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

EMPLOYEES & DEPENDENTS ELIGIBLE FOR CONTINUATION OF COVERAGE UNDER COBRA

Faculty who terminate employment (except in the case of dismissal for gross misconduct), change to part-time employment, or who otherwise lose group coverage may continue coverage for up to 18 months. These employees are notified of their COBRA rights by the Office of Insurance & Retirement. This 18 month period may be extended to 29 months if the employee was disabled at the time of the qualifying event. Disabled employees should contact the GU Office of Insurance & Retirement for more detailed information.

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

HOW TO EXERCISE COBRA RIGHTS

You have 60 days to elect to continue coverage under COBRA by completing an application and sending it to Blue Cross/Blue Shield or the HMO plan with the applicable premium payment. If you do not exercise your COBRA rights within the allowed period or fail to make the required premium payment, you will forfeit your right to continue coverage.

COST OF CONTINUED COVERAGE UNDER COBRA

The premium is 102% of the total monthly contribution in effect at the time of the COBRA qualifying event for the type of coverage purchased.

VII. VOLUNTARY RETIREMENT CONTRIBUTIONS

You can make voluntary retirement contributions via this plan. Contributions, which are made on a before tax (salary reduction) basis, lower your current taxable income. This means you pay less in current income
taxes. It is important to understand that you are not avoiding taxes. You will have to pay taxes on any income or cash settlement received from the plan.

Voluntary contributions can be invested in a wide variety of funds offered by four companies: the Teachers Insurance & Annuity Association/College Retirement Equities Fund (TIAA/CREF), the Equitable Life Assurance Society of the U.S., the Vanguard Group of Mutual Funds, and the Fidelity Group of Mutual Funds. Voluntary contributions are a way to increase your retirement security and defer taxes on your income.

The Internal Revenue Code establishes a limit on the amount of tax deferred contributions you can make in any calendar year. The Office of Insurance & Retirement can assist you in determining the maximum tax deferred contribution you can make under IRS rules; however, it is your responsibility to remain within these limits and to pay any tax imposed if you exceed them. So, you may want to consult a personal tax advisor. More detailed information on the funds offered for tax deferred savings under this plan is available from the Office of Insurance & Retirement.

VIII. U.S. SAVINGS BOND PLAN

**Eligible Employees**

You are eligible if you are a permanent employee.

**When You May Enroll**

You may start buying bonds at any time. You will have to provide: your name and address; the name and Social Security number of your co-owner or beneficiary (a co-owner has the same rights as you do, including cashing the bonds, a beneficiary becomes the owner of the bonds only at your death); and how much you want to have deducted from your paycheck.

**Interest Earnings**

The interest rate on Series EE Savings bonds is market based. This rate is 85% of the market average on 5 year Treasury securities during the previous 5 year period. The interest rate is recalculated on May 1st and November 1st of each year. Series EE U.S. Savings bonds have a current minimum rate, which is payable even if the issue rate is lower. The current minimum rate depends on how old the bonds are. If your bonds are at least 5 years old when you cash them in, you will receive the average rate of return on Series EE bonds for the previous 5 years or the current minimum rate, whichever is higher. If your bonds are less than 5 years old when you cash them in, you will receive the current minimum rate applicable to the age of the bond.
Cost of Plan
You may buy one bond per month in any denomination you choose. Series EE U.S. Savings Bonds are issued in 4 denominations: $100, $200, $500, and $1,000. Each bond costs exactly one half of the bond denomination amount.

IX. Dependent Care Assistance Plan
You are eligible to participate in this plan if you are a permanent full-time faculty member. This plan allows you to pay for dependent care expenses with before tax contributions. At the beginning of each calendar year, you decide how much you want to contribute to a dependent care account set up in your name. The maximum annual contribution is the least of: $5,000, one-half of your income from Georgetown University, or one-half of your spouse's income. Contributions are deducted from your paycheck before Federal income, state income, and Social Security taxes are withheld. You then submit your paid dependent care bills for reimbursement from your account. Once you make an election for any one calendar year, it can only be changed or stopped if you have a change in personal circumstances, such as marriage, divorce, or birth of a child. Also, if the amount you contribute to your account is greater than actual dependent care expenses, you will forfeit the remaining balance in your account.

X. Tuition Grants for Degree Programs at Georgetown University

Eligibility
Full-time faculty with tenure or with one year of service are eligible for tuition grants for themselves. Children of full-time tenured faculty may apply immediately for tuition grants. All other children are eligible for tuition grants after 2 years of full-time service by the parent.

Children of retired or deceased faculty members who had been a full-time faculty member for more than 10 years of active service, including sabbatical leaves, but no other kinds of leave, are eligible.

Children of a retired or deceased faculty member who had been a full-time faculty member for more than 3 but less than 10 years of active service are eligible, provided the child has already begun and is enrolled in a degree program.

Benefits
Application for and notification of tuition grants is made through and by the Provost's office. Tuition grants are awarded on the following basis: tuition grants are awarded only for the completion of a regular degree program at the University; in no case will tuition grants exceed 4
academic years (8 semesters) of undergraduate or graduate studies; tuition grants are for tuition only; tuition grants are awarded for the fall and spring semesters only with the exception that faculty may receive tuition grants for themselves for the Summer School. Complete information on this program is published in the Faculty Handbook available from the Office of the Provost.

XI. Tuition Grants for Degree Programs Outside Georgetown University

Full-time faculty are eligible for tuition grants outside Georgetown University. Under this program, the University awards limited grants based on the availability of funds. These grants are available to faculty accepted in graduate degree programs at other institutions only if the programs are not offered at Georgetown. The eligibility requirements are as follows: full-time member of the teaching or non-teaching academic staff; completion of 2 years of continuous full-time University service prior to the application date; retention of full-time, permanent, active status during the semester; enrollment in a graduate program in an institution located in Washington, DC, Maryland, or Virginia; enrollment in a job or Georgetown career related program with the approval of the employee’s dean or administrator; and the absence of alternative sources of reimbursement. Notification of awards is made through the Office of the Executive Vice President for Medical Center Affairs.

XII. Family Care Leave

The University has developed a Family Care Leave plan, which will enable you to take four months or, in some cases, up to one year of unpaid leave to care for an infant or a seriously ill family member with a guarantee of reinstatement upon your return to Georgetown University. You also have the option of working half-time at half pay. Complete details on the Family Care Leave plan are provided in the following pages.

XIII. Workers' Compensation

The University has Workers' Compensation insurance for all employees for their protection while performing their assigned duties. Workers' Compensation pays medical bills incurred as a result of a work related illness or injury and replaces lost income in the event of lost time. Work related illness or injuries must be reported promptly to the Employee Health Service, ground floor, Hospital, telephone (202) 784-3680. In the event of a serious injury, the employee should be taken to Georgetown University Hospital emergency room or to the nearest other hospital.
The University takes all practical steps to eliminate or reduce the exposure of employees to accidental injury or to conditions that are injurious to health. You should cooperate by observing established safety regulations and working in a safe manner. You should bring alleged unsafe or unhealthy conditions to the attention of your supervisor or department head and may suggest a resolution to these conditions. Such suggestions should be sent to the University Safety Office, One New South, 687-7641.

XIV. Social Security

All lay employees participate in the Social Security program. Social Security provides retirement income, disability income, and Medicare health insurance benefits. For 1990, the Social Security tax for both the employee and employer is 7.65% of salary up to $51,300.

This University Office of Insurance & Retirement publishes a summary plan description on each University sponsored benefit plan. Additionally, it provides an annual Employee Benefit Statement which outlines the costs and provisions of the plans each individual has.

Information in this bulletin is current through July 1, 1990 and is subject to change. When plan provisions or contribution rates change, notice is sent to each affected employee. If a conflict arises between this document and the various plans, the master policy will take precedence. The master policy may be examined in the Office of Insurance & Retirement. Georgetown University intends to continue its benefit program indefinitely, but reserves the right to modify, suspend, or terminate the program, or any part of it, at any time. If such steps are planned, those affected will receive advance notice which will inform them on the effect that any change will have on their benefits.
FAMILY CARE LEAVE FOR
GEORGETOWN UNIVERSITY FACULTY MEMBERS
1990

ELIGIBILITY

As a full-time permanent faculty member at Georgetown University, you are entitled to Family Care Leave when certain conditions apply. Your request for leave can be denied only if your department head or dean can demonstrate that severe hardship to your department would occur if your leave was granted. If your department head or dean seeks to deny your leave, you have certain procedural rights, which are explained at the end of this section.

HOW FAMILY CARE LEAVE CAN BE USED

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

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

HOW FAMILY CARE LEAVE WORKS

Under the Family Care Leave policy, you may take up to four months of leave without pay or you may work half-time for up to four months at half pay and be fully reinstated to your position upon your return. Also, if the family care required is periodic in nature, such as for recurring chemotherapy treatments, periodic Family Care Leave may be scheduled in advance.

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

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

In most cases, you may take only one Family Care Leave every two years,
but there are special circumstances in which you may take family leave two years in a row.

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

LEAVE OPTIONS FOR TENURE TRACK UNTENURED FACULTY

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

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

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

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

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

APPLYING FOR FAMILY CARE LEAVE

You should apply for Family Care Leave as soon as you can before starting the leave. Your application must state when the Family Care Leave will start, your best estimate of how long it will last (if possible), and the reason you are seeking leave. If possible, you should schedule your leave to avoid disruption of courses. Documentation to support your request must accompany your application.

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

As a full-time faculty member at Georgetown University, you are automatically entitled to three months of Disability Leave.

WHEN BENEFITS BEGIN AND END

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

The "recovery limit" applies to medical conditions where the recuperation period can be predicted based on experience. These limits are developed by consulting doctors who are experts in the particular medical condition. Here are examples of "recovery limits" for certain disabilities and for childbirth without complications:

<table>
<thead>
<tr>
<th>Disability/Medical Reason</th>
<th>Recovery Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arthroscopic Knee Surgery</td>
<td>11 weeks</td>
</tr>
<tr>
<td>Heart Bypass Operation</td>
<td>13 weeks</td>
</tr>
<tr>
<td>Normal Delivery of a child</td>
<td>8 weeks</td>
</tr>
</tbody>
</table>

If you reach your "recovery limit", but feel you are still entitled to Disability Leave Benefits, you can submit additional documentation to apply to have your Disability Leave Benefits extended. In no case will Disability Leave Benefits be paid beyond three months. If you remain absent beyond three months due to a medical condition, you may apply for Long Term Disability Benefits.

HOW MUCH YOU RECEIVE

Your Disability Leave Benefits equal 100% of the base salary you were receiving just prior to the onset of your illness or injury.

ADDITIONAL OPTION

There is an additional option available to you if:

You expect to have a medical disability during a semester; and
The course of treatment for that condition is predictable (such as recovery from childbirth or chemotherapy treatments); and

The medical condition is expected to keep you away for a substantial part of a semester.

If these conditions are met, you may wish to take the full semester off at half pay, which is roughly the same as taking off eight weeks at full pay. This would avoid a disruption in the courses you teach, which could benefit you, your students, and the University. The decision to exercise this option is entirely yours.
APPENDIX C

FACULTY GRIEVANCE CODE

GEORGETOWN UNIVERSITY

WASHINGTON, D.C.

JULY 1, 1990
INTRODUCTION

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

A. APPLICABILITY

For purposes of this Code, faculty members are defined as all part-time and full-time tenured, tenure eligible and non-tenure eligible, University salaried persons who are appointed as officers of instruction to teach and/or conduct scholarly research, and librarians of professional rank. The following positions, however, are not covered by the Code: all administrators, including the President, Vice Presidents, Assistant Vice Presidents, Deans, Associate Deans, Assistant Deans and Departmental Chairmen, Division Chiefs, and all Institute and Center Directors, although faculty members holding such positions may invoke the Code for grievances arising from their capacity as faculty members. In such dual capacity circumstances, resolution of questions concerning which capacity gave rise to the grievance shall be a jurisdictional matter for the Grievance Panel. Trainees (e.g., post-doctoral fellows, research associates, clinical interns, residents and fellows) of whatever title are also excluded from coverage of the Code.

Grievances arising out of revocation of Hospital medical staff memberships are not covered by this Code and should be processed as defined by Article V, Section 2, Paragraph D of the Bylaws, Rules and Regulations of the Medical Staff of Georgetown University Hospital. Grievances ascribed to discrimination (including denial of tenure, promotion or reappointment) are not covered by this Code and should be processed as defined in the Georgetown University Affirmative Action Plan, Section 7. Nor does this Code cover conflicts between faculty members, unless the faculty member against whom the grievance is lodged was in that case acting administratively in a manner described by Paragraph B, Grievable Matters.

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

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

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

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

C. NOTICE OF PROPOSED DISCIPLINARY ACTION

The following disciplinary actions — dismissal, suspension without pay, revocation of tenure, reduction in rank and reduction in salary — shall take effect only if the administrative officer of the University who intends to take such action gives to the faculty member affected by the proposed action notice of the action at least fifteen days\(^2\) in advance of its effective date and only if the faculty member affected by the proposed action does not invoke the procedures of this Code. Such notice shall be confidential unless confidentiality is waived by the faculty member affected by the proposed action. A faculty member may, however, be summarily suspended with pay if the functioning of the University is impeded by his/her actions. Such suspension with pay shall be carried out only by the President of the University or by the appropriate Executive Vice President.

\(^2\) As used throughout the text of the Code, the word “day” refers to working days, Monday through Friday, excluding Federal and University holidays.
D. COMPOSITION OF UNIVERSITY GRIEVANCE CODE COMMITTEE

The University Grievance Code Committee shall consist of seventeen tenured members of the faculty, seven from the Main Campus of the University and five from each of the Medical and Law Center campuses of the University. The Faculty Senate shall elect nine members from the faculty members covered by this Code and the University President shall appoint eight members from the faculty members covered by this Code. The normal term is three years and the members of the Committee are not eligible for election or appointment by the University President to more than two terms consecutively. Terms commence on July 1st and expire on June 30th. The President of the Faculty Senate shall appoint, from the members of the Committee, a Chairperson and a Vice Chairperson of the Committee to serve three year terms each.

The Senators from each campus shall designate a total of six faculty members (two from the Main Campus, two from the Medical Center Campus and two from the Law Center Campus) to act as an alternate source of members of any Grievance Panel. These members will be used only if the requisite number of panelists from the Committee are not available in a particular case. Members shall serve on this alternate list for a three year period. The names will be submitted to the Chairperson of the Committee by July 1 of each year.

All proceedings of the Grievance Code Committee or any of its subsidiaries shall be closed unless both parties and the Committee or Grievance Panel agree to public hearings. Although members of the Committee and participants in all proceedings of this Code shall make every effort to maintain the confidentiality of the proceedings, a breach of confidentiality will not invalidate the proceedings.

E. ADMINISTRATIVE PROCEDURES

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

(1) The Committee shall establish a hierarchy of members in the order of precedence to act in the absence of the Chairperson or the Vice Chairperson of the Committee.

(2) Subject to the disapproval of the President of the Faculty Senate or his/her designee, the Chairperson of the Committee or his/her delegate shall have discretion, before the expiration of the time limits set by the Code or within ten
days thereafter, to enlarge the time or times within which action must be taken under this Code if in his/her judgment such extension of the time is appropriate, as, for example, when Committee members are unavailable due to holiday recess. It shall be the responsibility of the Chairperson or his/her delegate to notify all parties affected by any enlargement of the time granted under this section.

(3) The Committee shall establish any procedures to the extent not defined by this Code such as, but not limited to, balloting, quorum, and time frame of activities. The Committee shall also define any terms not defined in this Code and shall establish any other guidelines to protect equitably the interests of the grievant and the University.

(4) The Committee shall file its operating procedures with the President of the Faculty Senate. When a grievance proceeding ends, the President of the Faculty Senate shall forward the file to the Secretary of the University so that the University may maintain a record of proceedings. The file consists of all written evidence and documentation used by any Panel or Committee member in connection with the proceeding, except documents generally circulated, such as the Faculty Handbook. The University Secretary shall keep the contents of the file confidential.

F. GRIEVANCE PROCEDURE

(1) Notice of Grievance. A faculty member who believes that he/she has a grievance should file a “Notice of Grievance” with the President of the Faculty Senate (or another Senate officer in the President’s absence) within 30 days of receiving Notice of the action that gives rise to the grievance. Should the Senate officers be unavailable, the faculty member may file the notice with the Secretary of the University. A copy of this notice shall be forwarded to the appropriate Executive Vice President. The “Notice of Grievance” shall contain a concise statement of the reasons that lead the faculty member to feel aggrieved, and shall

3 Where negotiations between the grievant and the relevant administrative department are pending or other circumstances suggest that formal initiation of a grievance procedure would best be deferred in the interest of all concerned, the grievant, at the discretion of the President of the Senate (or another Senate officer in the President’s absence), can satisfy this filing requirement if within 30 days he or she files a letter with such person indicating an intent to file a formal grievance. If the dispute is not resolved within a reasonable time, the President of the Faculty Senate shall notify the grievant and require him or her promptly to submit the formal “Notice of Grievance” described in this section.
include the name of the administrator whose action has given rise to the grievance. It is the responsibility of the grievant to properly record his/her grievance within the specified time frame. With the consent of the Chairperson of the Grievance Code Committee, the President of the Faculty Senate can dismiss a grievance if the applicant is not a person covered by Paragraph A (Applicability) of this Code. Any such dismissal may be appealed to the full Grievance Code Committee following procedures outlined in Paragraph F(4), infra. If not thus dismissed the case shall proceed under the next paragraph involving a conciliation.

(2) **Conciliation.** Within three days of receiving a "Notice of Grievance" from the grievant or from the Secretary of the University judged to be complete by the President of the Faculty Senate (or another Senate officer in the President's absence), or as soon thereafter as circumstances permit, the President of the Faculty Senate shall appoint a conciliator who shall attempt to resolve informally the issues that gave rise to the grievance. The conciliator shall be a tenured faculty member of this University. The conciliator shall meet with the grievant and the administrator whose action has given rise to the grievance, either individually or together. Any such meeting shall be closed and confidential. The conciliation process should proceed expeditiously and should ordinarily be completed within fourteen days of the appointment of the conciliator. The process may be extended, however, if in the judgment of the President of the Faculty Senate, and with the agreement of the parties, special circumstances make such an extension desirable.

At the conclusion of the conciliation process, the conciliator shall promptly report in writing the results of the process to the President of the Faculty Senate. This report shall not contain a recommendation on the merits of the dispute, but shall simply state whether or not the dispute has been resolved. If the issues that gave rise to the grievance have been resolved to the satisfaction of the grievant and the administrator whose action gave rise to the grievance, the matter is ended. If the issues have not been satisfactorily resolved, the President of the Faculty Senate shall, within three days of receiving the conciliator's report, inform the Chairperson of the Grievance Code Committee.
(3) Initial Review. When a grievance has not been resolved by conciliation, the Chairperson of the Grievance Code Committee shall appoint a Grievance Panel, to consist of three committee members, two from the campus on which the grievance arose, and one from either of the other two campuses, to hear the grievance. The Chairperson of the Grievance Code Committee shall appoint the Chairperson of each Grievance Panel. As to each of these appointments the Chairperson of the Grievance Code Committee should seek to assure that appointees are free of bias, conflict of interest, or such previous association with the issues raised by the grievance as would recommend that the appointee not serve.

The Grievance Panel shall begin to review the grievance within ten days of its appointment. The Panel may seek additional information from any source.

The Panel shall decide whether it has jurisdiction to act. If it decides it lacks jurisdiction, it shall dismiss the grievance. If the Panel decides it has jurisdiction, it shall decide whether the matter merits investigation. If the Panel decides that the matter on its face merits investigation, it shall decide the merits, conducting as many formal hearings (Paragraph 5) as it considers necessary. If it decides that the matter does not merit investigation, it shall dismiss the grievance. The Panel shall make its decision as expeditiously as circumstances permit and shall promptly report its decision to the Chairperson of the Grievance Code Committee who shall inform the grievant, the involved administrator and the appropriate Executive Vice President.

(4) Appeal from the Initial Review.

(a) By the Grievant. If the Panel dismissed the grievance on jurisdictional grounds or decides that the matter does not merit investigation, the grievant may appeal either determination to the full Grievance Code Committee.

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

To appeal, the grievant shall, within five days after receiving notification of the adverse determination, file an appeal⁴ with the Chairperson of the Grievance Code

⁴ On the form provided by the Grievance Code Committee.
Committee or, in his/her absence, the Vice Chairperson. In their absence the grievant may file with the Secretary of the University or his/her designate, who will present the “Notice of Appeal” to the appropriate Committee member (Paragraph E(2)). The full Grievance Code Committee shall review the Panel’s determination as expeditiously as possible.

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

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

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

(b) By the Administrator. The involved administrator may appeal a Panel’s determination that the grievance falls within the Panel’s jurisdiction by filing a written appeal with the Grievance Committee Chairperson (or Vice Chairperson or Secretary of the University as per the preceding subsection 4.a) within five days of receiving notification of the Panel’s jurisdictional determination. The Chairperson shall promptly distribute copies of the appeal to all Committee members along with the request that each member notify the Chair immediately if that member wishes to convene to discuss the appeal. Unless within seven days of such distribution the Chair receives four votes favoring a meeting to discuss the appeal, the appeal of the administrator is denied. No further appeal on the jurisdictional issue is permitted the administrator until the time of later appeal to the
President described in Section F.7. infra. If four members do timely vote to consider the appeal, the Chairperson shall promptly convene the Committee for such purpose. At that meeting the administrator’s appeal is rejected unless the majority of those members of the Grievance Code Committee who vote on the matter votes to overturn the Panel’s decision, and no further appeal by the administrator on the jurisdictional issue is permitted until the time of later appeal (if any) to the President described infra in Section F.7. If a majority of those members of the Grievance Code Committee who vote on the matter votes to overturn the Panel’s decision, determining that the Panel erred in finding jurisdiction, the matter is ended unless the grievant appeals to the President per the preceding subsection (F.4.a.).

(5) **Formal Hearings.** In conducting a formal hearing, the Panel shall use the following procedures:

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

Each party can choose an advisor to accompany him/her to the hearing. Each party can call witnesses or present other evidence; can examine any evidence submitted to the Panel by anyone else; and can question witnesses he/she does not call. A transcript or electronic recording of the hearing shall be kept, upon request, a copy thereof shall be furnished to either party at the University’s expense.

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

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

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

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

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

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

(6) **Appeal to the Full Grievance Code Committee.** Within ten days of filing the Panel’s report with the Committee Chairperson, either party to a grievance proceeding may request a full committee review of the Panel report. The request must be in writing and must state reasons for review. When so requested, all divided Panel reports shall be reviewed by the full Committee. Unanimous Panel reports shall be reviewed only if, within fifteen days of receipt of a request for review, four members of the full Committee vote to review the Panel report. In either case, the Chairperson shall promptly call one or more meetings of the full Committee. The Committee can reverse the Panel’s findings and/or recommendations or may remand with appropriate comments if a majority of those voting vote to do so. Such action shall be taken on the basis of the existing record and without further hearing or fact-gathering.

The Chairperson of the Committee shall file and distrib-
ute the decision of the Committee as provided under Paragraph F(5). Additionally, the Secretary of the University shall receive a copy of the decision, including any Panel decision reviewed therein.

(7) Appeal to the University President. Should either party desire to appeal the Committee's decision to the President he/she shall file his/her "Notice of Appeal" within ten days after the Chairperson has filed the Committee's decision with the Secretary of the University. The party shall file his/her "Notice of Appeal" with the Chairperson of the Grievance Code Committee, who shall distribute this notice to the President of the Faculty Senate, to the appropriate Executive Vice President and to the adverse party. The "Notice of Appeal" shall contain a concise statement of the reasons that lead the party making the appeal to believe that the Panel's determinations were erroneous. Upon the filing of the "Notice of Appeal," the entire file on the grievance shall be forwarded to the President of the University. At the President's discretion, but not later than ten days after his receipt of the file on the grievance, the President may remand the matter to the Committee for further deliberations. If the matter is remanded, the Committee shall report to the President on the outcome of its further deliberations within ten days of its receipt of the remand.

Within twenty days of receipt of the "Notice of Appeal," or, if there has been a remand, within twenty days of the receipt of the Committee's additional report, and after such consultation as he deems appropriate, the President shall accept or reject the findings and recommendations of the Committee, including the finding of jurisdiction and shall state in writing the reasons for his acceptance or rejection. If the President is unavailable to act within the time provisions of this section, the Acting President shall review the appeal in the manner described. If the Acting President is from the campus involved with the grievance, he/she shall request an Executive Vice President from another campus to conduct the review. Either the President or Acting President or the Executive Vice President who conducts such a review may at his/her discretion appoint a senior member of the faculty as a "Master" to assist with the review.

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

G. AMENDMENT

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

H. RATIFICATION

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

AFFIRMATIVE ACTION PROGRAMS
GRIEVANCE PROCEDURES
1990
INTRODUCTION

Georgetown University recognizes and accepts its responsibilities to act in accordance with the University’s Affirmative Action Plan, federal laws and regulations and the District of Columbia Human Rights Law. Therefore, the University has established this grievance procedure to review, investigate, and resolve allegations of unlawful discrimination on the basis of race, color, national origin, religion, age, sex including sexual harassment, handicap, or marital status.

This internal Affirmative Action Grievance procedure provides a mechanism for aggrieved employees to receive a fair hearing on issues of discrimination. Employees are required to exhaust these procedures with regard to any grievance before pursuing remedies outside the University with any external enforcement agencies including the District of Columbia Human Rights Commission, the Equal Employment Opportunity Commission, the Office of Civil Rights of the Department of Education and the Department of Labor.

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

Requirements For Filing Grievances

(1) Any applicant for employment, current or former employee (hereinafter referred to as complainant), of Georgetown University has a right to file a discrimination complaint with the Affirmative Action Office.

(2) Complainants must file a grievance within 30 days following the alleged discriminatory act or the date on which the complainant knew or reasonably should have known of such act.

(3) A grievance must be filed with the Affirmative Action Office at 316 Kober-Cogan Hall.

Further Provisions On Time Limits

All of the time limits contained within this grievance procedure, except the 30 day limit on the initial filing of grievances, may be extended by mutual agreement of the complainant and the appropriate Affirmative Action Officer or his/her designee.
PROCEDURES FOR PROCESSING GRIEVANCES

Step I. Informal Conciliation

(1) The Affirmative Action Office shall receive the complaint, assist the complainant in defining the charge and completing the grievance form.

(2) The Affirmative Action Office shall provide the respondent and his/her administrative officer of the charge and its supporting documents, assist them in interpreting the charge, and suggest a format for responding to the charge.

(3) The Affirmative Action Office shall have ten (10) working days to resolve the complaint informally and shall have the right to all necessary information to do so and to interview witnesses including the right to bring together complainant and respondent, if desirable. If a mutually acceptable resolution is achieved through the efforts of the Affirmative Action Office, the case shall be closed. A written notice shall list findings and indicate the agreement reached, and shall be signed and dated by the complainant, the respondent, and a member of the Affirmative Action Office staff. The agreement shall be retained in Affirmative Action Office file and copies provided to both the complainant and respondent.

If the evidence supports a finding that there is no basis for a charge of illegal discrimination, the Affirmative Action Office shall indicate this conclusion to the complainant, advising him/her that the case is closed.

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

Step II. Formal Hearing

(1) If the complainant requests a formal hearing, the Affirmative Action Office shall send written notification to the appropriate Affirmative Action Officer, the respondent and his/her administrative officer. This notification shall include a copy of the charge naming the complainant and respondent, a description of the nature of the complaint, and other written documents pertaining to the case.

(2) The Affirmative Action Office shall then establish a three member Ad Hoc Affirmative Action Grievance Panel selected
from the Equal Opportunity Examining Board made up of Georgetown University administrators, faculty and staff recommended by the Affirmative Action Officers. Grievances involving discriminatory denials of tenure, promotion or reappointment of faculty members shall be heard by panels composed of faculty or academic administrators only. The three member Ad Hoc Affirmative Action Grievance Panel shall be selected in the following manner:

The complainant shall select one member of the Equal Opportunity Examining Board, and the appropriate affirmative action officer or his/her designee shall select another. The Affirmative Action Office shall convene a meeting of these two selected panelists to choose the third member to form the Ad Hoc Affirmative Action Grievance Panel.

(3) A member of the Affirmative Action Office staff shall present the details of the complaint to the panel members who shall be asked to disqualify themselves if they have prior knowledge of the complaint, the circumstances surrounding the incidents, or any other reason which might prevent them from rendering an impartial decision.

(4) The Director of Affirmative Action programs or his designee shall inform the panel of the Grievance Procedures, present all documents relevant to the complaint, instruct them in effective investigative processes, and ensure that they thoroughly understand the process. The panel shall be charged formally with its responsibility to investigate the complaint, issue its findings including recommendations for corrective action if warranted. The Director or Assistant Director of Affirmative Action shall be present at all deliberations of the Ad Hoc Grievance Panel.

(5) The Ad Hoc Grievance Panel shall have the right to all relevant information and to interview witnesses, including the right to bring together complainant and respondent.

(6) Within 45 working days from its formation, the Ad Hoc Grievance Panel shall submit its findings to the Special Assistant to the President for Affirmative Action. This official shall forward the panel’s findings and the background documentation to the appropriate Affirmative Action Officer for review and comment. After the Affirmative Action Officer approves the panel’s recommendations, the Affirmative Action Office shall forward the findings to the complainant, respondent and his/her administrative officer.

(7) If the Panel sustains the complainant’s grievance, the Affirmative Action Office shall monitor the Panel’s recommendation. The
appropriate Affirmative Action Officer on behalf of the Affirmative Action Office shall ensure that the panel’s recommendations are smoothly implemented and that no retaliatory actions are taken against the complainant or respondent.

Student Employment Grievances

Georgetown University students who are also full-time or part-time employees of the University, in their employee capacity, are subject and entitled to the preceding grievance procedures. If a Georgetown University student who is an employee of the University files a discrimination complaint with the Affirmative Action Office relating to his/her employment, the office shall attempt to resolve the case informally, through consultation with all the parties involved. If the student employee initiates his/her discrimination complaint with the academic Dean or Department Chairperson, the Dean or Department Chairperson will transfer the case to the Affirmative Action Office for resolution.

Student Grievances in Academic and Non-Employment Matters

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

UNIVERSITY CODE OF PROCEDURE FOR ALLEGED MISCONDUCT IN RESEARCH
JULY 1990
APPENDIX E

UNIVERSITY CODE OF PROCEDURE FOR ALLEGED MISCONDUCT IN RESEARCH
July 1990

A. APPLICABILITY

This code applies to any person holding a University appointment or otherwise employed by the University who is alleged to have engaged in misconduct in research, including sponsored research¹. This code applies to all campuses and subdivisions of Georgetown University.

B. DEFINITION OF MISCONDUCT IN RESEARCH

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

C. INITIATION OF AN INQUIRY

Allegations of misconduct in research as defined above should be submitted in writing, signed by the complainant, to the Chairperson of the Research Integrity Committee (described in Paragraph E), or to any other member of that Committee, who shall immediately transmit the allegation to the Chairperson (or Vice Chairperson when the Chair is unavailable).

Upon receipt of the allegation the Chairperson (or Vice Chairperson as circumstance may demand) shall promptly supply a copy of the charge to the Executive Vice President under whose campus jurisdiction the person subject to the allegations (the respondent) conducted the questioned activity. Within ten days of receiving the allegation the Chairperson shall inform the respondent of the allegations, with particulars, although the identity of the complainant need not necessarily be disclosed. Within three

¹ Coverage does not extend to Georgetown University students engaged in research. Such students are subject to procedures regarding misconduct declared in the relevant University Bulletins.
working days of receiving the allegation, the Chairperson will appoint a subcommittee of three members (one as chair) of the Research Integrity Committee to conduct a preliminary inquiry into the matter, examining whether the allegation substantively alleges misconduct in research as defined above, and whether it merits investigation. In creating the subcommittee the Chairperson shall attempt to avoid any appointment that may involve a conflict of interest or the appearance of a conflict of interest. At least one member of the subcommittee shall come from a campus other than the campus where the respondent’s work has been carried out. The respondent shall be notified of the membership of the subcommittee. The complainant shall be available to the subcommittee from the inception of its operation.

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

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

If the circumstances appear exigent at the time the Chairperson notifies the relevant Executive Vice President or at any time thereafter, that Executive Vice President may take all appropriate steps to assure the safekeeping of original copies of relevant research data, and may suspend the respondent, with pay, from further work on the matters to which the referred allegations relate. If the allegations involve potential harm to human or animal subjects, in violation of National Institutes of Health guidelines, the Executive Vice President at any time may suspend the protocol, transfer supervisory authority to another person on an interim basis, and/or take reasonable steps to postpone publication
of data as to which question has been raised until such time as proceedings before the Research Integrity Committee have been terminated.\footnote{2} Within 30 days of the time the subcommittee is appointed, the subcommittee shall report back to the Chairperson with a recommendation either (1) that the matter be terminated on the grounds that no violation within the purview of this Code has been committed, or (2) that the full Committee investigate the matter further\footnote{3}. The 30 days may be extended by the Research Integrity Committee Chairperson at the request of the subcommittee or the respondent for good cause, but may not be extended beyond 60 days unless the record of the inquiry contains documentation of the reasons for any such extension. Either recommendation is to be immediately forwarded to the relevant Executive Vice President. If the recommendation is to investigate further, the Chairperson will promptly (and in any event not later than 30 days following receipt of the report) commence full Committee proceedings under Paragraph D, and the Executive Vice President, as federal rules may require\footnote{4}, shall notify any agency sponsoring the research in question that a full Committee investigation has been initiated.

**D. Referral to Research Integrity Committee; Procedures**

Where a matter is referred to the full Research Integrity Committee for investigation, the Chairperson will provide the respondent with a written statement of the allegations, and a summary of the evidence. The Committee’s membership may be supplemented as appropriate by interim appointments by the Chairperson, described in Paragraph E. The Committee may conduct such inquiry and hold such hearings as it

\footnote{2} In NIH-reviewable matters, the University will immediately report to NIH, at any stage of the proceeding, if the University obtains information reasonably indicating criminal activity.

\footnote{3} Where the allegations are subject to NIH review, either decision must be in writing, must state what evidence was reviewed, and must summarize relevant interviews and testimony. The respondent must be given a copy of the decision, and allowed to comment in writing. Any such comments are to be included in the record of the subcommittee’s work.

\footnote{4} The University will comply with all federal requirements regarding reporting, timetables and any extensions thereof, and other matters affecting the treatment of alleged misconduct in scientific research, as such requirements are published in the National Institutes of Health Guide for Grants and Contracts (see 42 CFR Part 50, Subpart A) and elsewhere. (This Code’s references to such requirements are not exhaustive.)
deems necessary, including seeking the views of experts from outside the University. The Committee can examine all data relevant to the integrity of the respondent's research conduct. The Committee is authorized to request that the relevant Executive Vice President take steps, if not previously taken, to protect the original copies of any research data that may have bearing on the merits of the allegations against the respondent. The Committee may require the respondent to furnish the original copies of relevant records under respondent's control.

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

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

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

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

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5 In NIH-reviewable matters, under the NIH guideline, the investigation "normally will include examination of all documentation relevant to the allegations, including but not necessarily limited to relevant research data and proposals, publications, correspondence, and memoranda of telephone calls. Whenever possible interviews should be conducted of all individuals involved either in making the allegation or against whom the allegation is made, as well as other individuals who may have information regarding key aspects of the allegations."

6 In NIH-reviewable matters, the Committee shall produce written summaries of statements made by all persons interviewed, shall provide such summaries to the person interviewed for that person's comment or revision, and shall include the summaries in the Committee file. The Committee may choose to implement this requirement by having interviews (including testimony at hearings) recorded verbatim, on a case by case basis, as prudence may suggest.
If the finding is under (A) or (B) above, or if the respondent concedes the merit of the allegations at any time during these proceedings, the Committee shall make a recommendation as to the sanction or sanctions to be imposed. These sanctions include, in ascending order of severity:

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

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

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

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

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

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

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

8 Subject to NIH access under the relevant federal regulations.
E. RESEARCH INTEGRITY COMMITTEE

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

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

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absence to attend meetings</td>
<td>17-18</td>
</tr>
<tr>
<td>Academic Affairs</td>
<td></td>
</tr>
<tr>
<td>Administrative Officers</td>
<td>2</td>
</tr>
<tr>
<td>Assistant Vice President</td>
<td>3</td>
</tr>
<tr>
<td>Academic Ranks</td>
<td>28</td>
</tr>
<tr>
<td>reduction in</td>
<td>74</td>
</tr>
<tr>
<td>Administration and Facilities</td>
<td>8</td>
</tr>
<tr>
<td>Administrative Officers for Academic Affairs</td>
<td>2</td>
</tr>
<tr>
<td>Administrative Organization</td>
<td>1</td>
</tr>
<tr>
<td>Advancement norms for</td>
<td>27-28</td>
</tr>
<tr>
<td>Affirmative Action Grievance Procedure</td>
<td>87-90</td>
</tr>
<tr>
<td>formal hearing</td>
<td>88-90</td>
</tr>
<tr>
<td>informal conciliation</td>
<td>88</td>
</tr>
<tr>
<td>requirements</td>
<td>87</td>
</tr>
<tr>
<td>time limits</td>
<td>87</td>
</tr>
<tr>
<td>Affirmative Action Office</td>
<td>88</td>
</tr>
<tr>
<td>Affirmative Action Plan</td>
<td>87</td>
</tr>
<tr>
<td>Special Assistant to President</td>
<td>2</td>
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<td>American Association of University Professors</td>
<td>20</td>
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<tr>
<td>Appointments norms for</td>
<td>27-28</td>
</tr>
<tr>
<td>tenure</td>
<td>30</td>
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<td>Assistant Professor</td>
<td>29</td>
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<tr>
<td>qualifications</td>
<td>27</td>
</tr>
<tr>
<td>rank</td>
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<tr>
<td>Associate Professor</td>
<td>29</td>
</tr>
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<td>27</td>
</tr>
<tr>
<td>rank</td>
<td>27</td>
</tr>
<tr>
<td>Associations and Societies, Membership</td>
<td>17</td>
</tr>
<tr>
<td>Athletics</td>
<td>6</td>
</tr>
<tr>
<td>Benefits, mandatory</td>
<td>55</td>
</tr>
<tr>
<td>Blue Cross/Blue Shield</td>
<td>59</td>
</tr>
</tbody>
</table>
Board of Directors ................................................................. 1
  appointments of .............................................................. 1, 10
Bookstores, responsibility for .................................................. 8
Calendar ................................................................................. 17
Campus Ministries, Director of .................................................. 2
Career Planning and Placement .................................................. 6
Chairperson of Departments ...................................................... 12
duties of .............................................................................. 12-14
Chairperson of the Executive Faculty ......................................... 11
Commercial Contracts ............................................................. 41-42
Compensation .......................................................................... 19-20
Conflicts of interest ................................................................. 20-21
Conflict with regular duties ....................................................... 19
Constitution of the Senate ......................................................... 45-51
Consultation service by faculty ................................................ 19, 20-21
Controversial Issues ................................................................ 19
Copyright Royalties .................................................................. 36
Counseling Center ..................................................................... 6
D.C. Action Coordinator ............................................................ 6
Data Processing Services ........................................................... 8
Dean of Law Center ................................................................... 5-6
Dean of Student Affairs ............................................................ 6
Deans ...................................................................................... 10
  responsibilities of ............................................................... 11
  scholastic duties .................................................................. 11
Degree Programs Outside GU
  eligibility ............................................................................. 34
  guidelines .......................................................................... 35
Dental Insurance ....................................................................... 61
Directors
  Financial Aid ....................................................................... 4
  Investment Properties ........................................................... 7
  Campus Ministries ............................................................... 2
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sponsored Programs</td>
<td>7</td>
</tr>
<tr>
<td>Undergraduate Admissions</td>
<td>3</td>
</tr>
<tr>
<td>Disability, long term</td>
<td>57</td>
</tr>
<tr>
<td>Dismissal for cause</td>
<td>74</td>
</tr>
<tr>
<td>Drug Free Workplace, Policy on</td>
<td>23</td>
</tr>
<tr>
<td>Emergency</td>
<td>19</td>
</tr>
<tr>
<td>Ethical Norms and Religion</td>
<td>14</td>
</tr>
<tr>
<td>Executive Faculty</td>
<td>10</td>
</tr>
<tr>
<td>Executive Vice President for Academic Affairs</td>
<td>2-3</td>
</tr>
<tr>
<td>Executive Vice President for Law Center Affairs</td>
<td>5-6</td>
</tr>
<tr>
<td>Executive Vice President for Medical Affairs</td>
<td>4-5</td>
</tr>
<tr>
<td>Facilities for Offices</td>
<td>20</td>
</tr>
<tr>
<td>Faculty</td>
<td></td>
</tr>
<tr>
<td>Duties</td>
<td>16-17, 28</td>
</tr>
<tr>
<td>Ordinary Faculty</td>
<td>27</td>
</tr>
<tr>
<td>Organization</td>
<td>10</td>
</tr>
<tr>
<td>Rights of</td>
<td>16</td>
</tr>
<tr>
<td>Family Care Leave, Policy on</td>
<td>67-68</td>
</tr>
<tr>
<td>Federal Relations, Office of</td>
<td>2</td>
</tr>
<tr>
<td>Financial Affairs, Vice President</td>
<td>7</td>
</tr>
<tr>
<td>Financial Aid, Director of</td>
<td>4</td>
</tr>
<tr>
<td>Fire Prevention</td>
<td>8</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>55-70</td>
</tr>
<tr>
<td>availability</td>
<td>55</td>
</tr>
<tr>
<td>Full-time status of faculty</td>
<td>16-17</td>
</tr>
<tr>
<td>Grievance Code</td>
<td>73-83</td>
</tr>
<tr>
<td>amendment</td>
<td>83</td>
</tr>
<tr>
<td>applicability</td>
<td>73</td>
</tr>
<tr>
<td>ratification</td>
<td>83</td>
</tr>
<tr>
<td>Grievances</td>
<td>73-83</td>
</tr>
<tr>
<td>faculty</td>
<td></td>
</tr>
<tr>
<td>student employment</td>
<td>90</td>
</tr>
<tr>
<td>student in academic and non-employment matters</td>
<td>90</td>
</tr>
<tr>
<td>Group Life Insurance</td>
<td>55-56</td>
</tr>
<tr>
<td>Topic</td>
<td>Pages</td>
</tr>
<tr>
<td>------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Guidance of students, educational</td>
<td>13-14</td>
</tr>
<tr>
<td>Health Benefit Plans</td>
<td>58-60</td>
</tr>
<tr>
<td>Housing Services (off-campus)</td>
<td>6</td>
</tr>
<tr>
<td>Housekeeping, responsibility for</td>
<td>9</td>
</tr>
<tr>
<td>Indemnification Policy for Faculty Members</td>
<td>21-22</td>
</tr>
<tr>
<td>Instructor</td>
<td></td>
</tr>
<tr>
<td>qualifications</td>
<td>28</td>
</tr>
<tr>
<td>rank</td>
<td>28</td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>dental</td>
<td>61</td>
</tr>
<tr>
<td>life</td>
<td>55</td>
</tr>
<tr>
<td>Internal audit</td>
<td>8</td>
</tr>
<tr>
<td>Inventions</td>
<td></td>
</tr>
<tr>
<td>disputes</td>
<td>39</td>
</tr>
<tr>
<td>obligations</td>
<td>38</td>
</tr>
<tr>
<td>ownership</td>
<td>36-37</td>
</tr>
<tr>
<td>payment</td>
<td>38</td>
</tr>
<tr>
<td>rights</td>
<td>38</td>
</tr>
<tr>
<td>Investment Properties, Director of</td>
<td>7</td>
</tr>
<tr>
<td>Kennedy Institute of Ethics</td>
<td>2</td>
</tr>
<tr>
<td>Law Center Affairs, Executive Vice President</td>
<td>5-6</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>55</td>
</tr>
<tr>
<td>Maintenance</td>
<td>9</td>
</tr>
<tr>
<td>Mandatory Benefit Plans</td>
<td>55</td>
</tr>
<tr>
<td>Mandatory Retirement</td>
<td>31-32</td>
</tr>
<tr>
<td>Master Plan, responsibility for</td>
<td>8</td>
</tr>
<tr>
<td>Medical Affairs, Executive Vice President</td>
<td>4</td>
</tr>
<tr>
<td>Medical Center</td>
<td>4-5</td>
</tr>
<tr>
<td>Misconduct in Research, Review Procedures</td>
<td>93-98</td>
</tr>
<tr>
<td>Non-academic personnel administration</td>
<td>8</td>
</tr>
<tr>
<td>Non-reappointment</td>
<td>30</td>
</tr>
<tr>
<td>Office Facilities</td>
<td>20</td>
</tr>
<tr>
<td>Ordinary Faculty</td>
<td>27</td>
</tr>
</tbody>
</table>

102
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking</td>
<td>20</td>
</tr>
<tr>
<td>Planning, Vice President</td>
<td>6</td>
</tr>
<tr>
<td>President of University</td>
<td>1</td>
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<tr>
<td>appointments</td>
<td>1, 27</td>
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<tr>
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<td>1</td>
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<td>Print shop, Graphics</td>
<td>8</td>
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<tr>
<td>Professor</td>
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</tr>
<tr>
<td>qualifications</td>
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<td>27</td>
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<td>Promotion</td>
<td>30</td>
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<tr>
<td>Protective Services</td>
<td>6</td>
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<tr>
<td>Provost</td>
<td>2</td>
</tr>
<tr>
<td>responsibilities</td>
<td>2-3</td>
</tr>
<tr>
<td>Public Relations</td>
<td>7</td>
</tr>
<tr>
<td>Publications</td>
<td>17</td>
</tr>
<tr>
<td>Purchasing</td>
<td>8</td>
</tr>
<tr>
<td>Rank and Tenure</td>
<td>27</td>
</tr>
<tr>
<td>Denial of Tenure</td>
<td>31</td>
</tr>
<tr>
<td>Reconsideration of decision</td>
<td>31</td>
</tr>
<tr>
<td>Reconsideration, request for</td>
<td>31</td>
</tr>
<tr>
<td>Registrar</td>
<td>3</td>
</tr>
<tr>
<td>Religion and Ethical Norms</td>
<td>14</td>
</tr>
<tr>
<td>Research</td>
<td></td>
</tr>
<tr>
<td>governmental, industrial, philanthropic</td>
<td>37</td>
</tr>
<tr>
<td>scientific</td>
<td>36</td>
</tr>
<tr>
<td>Research Grants or Contracts</td>
<td>39-41</td>
</tr>
<tr>
<td>application</td>
<td>39</td>
</tr>
<tr>
<td>lack of financial support</td>
<td>40</td>
</tr>
<tr>
<td>Residence Life</td>
<td>6</td>
</tr>
<tr>
<td>Resignation</td>
<td>30</td>
</tr>
<tr>
<td>Retention, norms for</td>
<td>27-28</td>
</tr>
<tr>
<td>Retirement Plan</td>
<td>56-57</td>
</tr>
<tr>
<td>Sabbatical Leave</td>
<td>18</td>
</tr>
</tbody>
</table>
Suspension .................................................. 74
Tax Deferred Annuity .......................................... 62
Teaching ..................................................... 28
Tenure ....................................................... 27
definition .................................................. 30
eligibility for ............................................... 30-31
expiration .................................................. 31
probationary period ........................................ 31
recommendation for ....................................... 31
revocation of ............................................... 74
Term of Employment ......................................... 29
Term of Service ............................................... 29-30
Traditions .................................................... vii
Traffic regulations, responsibility for ..................... 9
Transportation, responsibility for ........................... 9
Treasurer ...................................................... 7
Undergraduate Admissions, Director of ................... 3
University Center ............................................ 6
University Registrar .......................................... 3
Urban Affairs, Office of ..................................... 2
Utility plants, responsibility for .............................. 9
Vice Presidents
for Administration and Facilities ......................... 8-9
for Financial Affairs ....................................... 7
for Planning .................................................. 6
for University Relations ................................... 7-8
Voluntary Benefit Plans ...................................... 58
Workers’ Compensation ...................................... 65