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I. INTRODUCTION

A. Purpose of this Handbook

This Handbook is issued to staff employees of Tulane University and its controlled or affiliated entities (hereinafter collectively referred to as “Tulane” or the “University”). It provides general information about Tulane's employment practices, including the benefits provided to you and conduct expected from you as a staff member. It is your responsibility to become familiar with the information in this Handbook. This Handbook does not contain every policy or employment practice of the University and the descriptions contained herein are only summaries. If you have questions or want more detail on a particular practice or benefit, please contact the University’s Workforce Management Organization. This Handbook supersedes all other communications, handbooks, memoranda and notices you may have received regarding the topics covered herein.

The content of this Handbook may be changed at any time at the sole discretion of the University. If changes are made, you will be informed as soon as possible through postings on the Workforce Management Organization web site, articles in University publications or notices sent directly to you through campus mail or email. You may be asked to sign an additional acknowledgment indicating that you have been informed of the changes.

B. Employment At Will

This Handbook is not a contract, guarantee or assurance of employment or of any right to an employment-related benefit or procedure. Your employment as a staff employee is at-will. This means that your employment may be terminated, with or without cause, at any time and without prior notice, by you or by the University. This also means that the University may assign additional or different job duties to you and/or alter your job duties at any time. Any employment position that is dependent upon external funding is also at-will and may be terminated at any time.

Your at-will employment status can only be modified by a written employment agreement signed by the President of the University and you. Your at-will employment status cannot be modified by an oral or implied agreement. Nor can your at-will employment status be modified by any University handbook, including this Handbook, or any course of conduct, practice, policy, award, promotion, performance evaluation, transfer, or your length of service.

C. University Mission Statement

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

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

D. **University Administration**

1. The *Board of Administrators* is the ultimate governing and policy-making authority for the University.

2. The *President* is the chief executive officer of the University. The President is selected by the Board of Administrators.

3. The *Executive Vice President for University Relations and Development* formulates policies and directs programs relative to the financial support of the university from all philanthropic sources; coordinates and oversees the university’s relationship with all government agencies, including federal, state, and local entities; and develops a cohesive communications, visual identity, marketing and branding strategy for the university in all forms of media in its outreach to both internal and external constituencies. The Executive Vice President oversees several departments including Government Affairs; University Communications and Marketing; Alumni Affairs; and Development, including all of its related areas; and Board Relations. The Executive Vice President for University Relations and Development reports to the President.

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

5. The *Senior Vice President and Dean, School of Medicine* manages the University’s programs in medical education, medical research and patient care, including the School of Medicine, the Tulane National Primate Research Center, the F. Edward Hebert Research Center and the Student Health Center. The Senior Vice President and Dean, School of Medicine reports to the President as well as to the Provost.

6. The *Senior Vice President for Operations and Chief Financial Officer* manages the financial and physical affairs of the University. The Senior Vice President for Operations and Chief Financial Officer is a direct report to the President.

7. The *Deans* conduct the affairs of each school or college. The Deans report to the Senior Vice President for Academic Affairs and Provost or the Senior Vice President and Dean, School of Medicine, as applicable.

8. The *University Senate* is the principal agency through which members of the faculty, staff and student body influence policies and operations of the University as a whole.

9. The *Staff Advisory Council* is a representative body through which the staff makes its
concerns known to the University Senate and the Workforce Management Organization.

The Staff Advisory Council is a body of elected and appointed staff employees which serves as the only officially recognized staff assembly. The Council forwards comments and suggestions to the University Senate or its subcommittees and to the Workforce Management Organization concerning University policies and procedures affecting overall staff welfare. The Workforce Management Organization acts as a liaison between the Staff Advisory Council and the University’s administration.

For purposes of Council representation, the University is divided into geographical districts, and representatives are elected approximately in proportion to the number of employees in each district. Elections typically are held in May, and terms begin on July 1st. Representatives serve three-year terms.

Tulane encourages and supports your participation in the Staff Advisory Council. Representatives are permitted to attend regular meetings of the Council and any related committee meetings during scheduled working hours.

For more information about the Staff Advisory Council and how to become involved, please contact the Council by phone or through its web site.

The update to the University Administration section of the Staff Handbook is effective April 20, 2011.

II. EQUAL OPPORTUNITY / ANTI-DISCRIMINATION POLICIES

A. Equal Opportunity Statement

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

Tulane maintains a written affirmative action policy. Tulane invites qualified individuals with disabilities, special disabled veterans and Vietnam-era veterans to identify themselves if they wish to do so. Questions regarding Tulane’s equal employment opportunity policies or--its affirmative action policy should be directed to the Office of Institutional Equity. Complaints of discrimination, harassment and/or retaliation must be filed in accordance with the policies set forth below. Individuals must promptly report discrimination, harassment and retaliation so that prompt and appropriate action can be taken.

The update to the Equal Employment Opportunity Statement section of the Staff Handbook is effective August 8, 2013.
B. Anti-Discrimination Statement

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

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

Deborah Love, Vice-President for the Office of Institutional Equity, is Tulane’s designated Coordinator for (1) Title IX of the Education Amendments of 1972, (2) Section 504 of the Rehabilitation Act of 1973, and (3) Age Discrimination Act of 1975. Deborah Love or Wendy Stark, Director of OIE and Deputy Title IX Coordinator, may be contacted at the Office for Institutional Equity, 200 Broadway Street, Suite 105-A, New Orleans, LA, 70118 or reached by telephone at (504) 862-8083. OIE’s email address is oie@tulane.edu.

The update to the Anti-Discrimination Statement section of the Staff Handbook is effective August 8, 2013.

C. Harassment Policy

1) Statement of Philosophy

a) Tulane University is committed to creating and maintaining a campus environment where all individuals are treated with respect and dignity and where all are free to participate in a lively exchange of ideas. Each student has the right to learn and each employee has the right to work in an environment free from all forms of unlawful harassment or discrimination including sexual harassment and sexual misconduct. At Tulane University, harassment or discrimination, whether verbal, physical, written, or visual, is unacceptable and will not be tolerated. Discrimination is unlawful and hurts all members of the educational community and contributes to a negative atmosphere where victims and others may feel their safety and equality are compromised. Discrimination has no legitimate educational purpose. Anyone who engages in conduct prohibited by this policy shall be disciplined as provided by law, university policies, and applicable employment agreements.

b) Tulane will not tolerate unlawful discrimination or harassment by anyone affiliated with Tulane (including non-employees, such as vendors and independent consultants), and will not tolerate adverse academic or employment actions, including but not limited to, termination of anyone reporting discrimination or providing information related to such a complaint.

2) Principles
a) Tulane University recognizes the tension between protecting all members of the University community from harassment and protecting academic freedom and freedom of expression. It is the policy of the institution that no member of the community may harass another. Conduct that reasonably serves a legitimate educational purpose, including pedagogical techniques, does not constitute harassment. In the educational setting within the University, wide latitude for professional judgment in determining the appropriate content and presentation of academic material is required. Those participating in the educational setting bear a responsibility to balance their right of free expression with a consideration of the reasonable sensitivities of other participants. Therefore, this policy against harassment shall be applied in a manner that protects academic freedom and freedom of expression including but are not limited to the expression of ideas, however controversial, in the classroom setting, academic environment, university-recognized activities, or on the campus.

b) Nothing contained in this policy shall be construed to limit the legitimate exercise of free speech, including but not limited to written, graphic, or verbal expression that can reasonably be demonstrated to serve legitimate educational or artistic purposes nor shall this policy be construed to infringe upon the academic or artistic freedom of any member of the University. Artistic expression in the classroom, studio, gallery and theater merits the same protection of academic freedom that is accorded to other scholarly and teaching activities.

3) Policy Coverage

a) All faculty, administrators, staff, students, and individuals affiliated with Tulane University by contract (including non-employees, such as vendors and independent contractors) are bound by this policy. This policy protects all individuals equally from harassment, including same-sex harassment, and protects students from harassment by other students.

4) Sexual Harassment

a) Definition of Sexual Harassment - Sexual harassment is unwelcome behavior of a sexual nature by faculty, administrators, staff, students, and individuals affiliated with Tulane University by contract (including non-employees, such as vendors and independent contractors) or by anyone with whom one interacts in order to pursue educational or employment activities at the University. For the purposes of this policy, sexual harassment is defined as unwelcome advances, requests for special favors, and any other verbal, written, physical or other conduct of a sexual nature when:

(i) Submission to such conduct is implicitly or explicitly made a condition of an individual's participation in University programs, activities, employment, or educational status;

(ii) Submission to or rejection of such conduct is used as a factor in employment or academic decisions; or

(iii) Such conduct would be objectively regarded by a reasonable person as having the purpose or effect of interfering with an individual's ability to learn or work or
participate in University programs or activities by creating an intimidating, hostile, or offensive environment even if the person engaging in the conduct does not intend to interfere, intimidate, or be hostile or offensive.

b) Examples of Sexual Harassment - Sexual harassment may include, but is not limited to, the following:

(i) Physical assaults of a sexual nature, such as rape, sexual battery, molestation, or attempts to commit these assaults; and intentional physical conduct that is sexual in nature such as touching, pinching, patting, grabbing, poking, or brushing against another individual's body.

(ii) Any nonconsensual sexual behavior; lack of consent may result from, among other things, use of force, threats, or intimidation or advantage gained by use of the victim’s mental or physical incapacity, impairment, or helplessness of which the accused was aware or should have been aware. Offering or implying an employment-related reward (such as a promotion, raise, or different work assignment) or an education-related reward (such as a better grade, a letter of recommendation, favorable treatment in the classroom, assistance in obtaining employment, grants or fellowships, or admission to any educational program or activity) in exchange for sexual favors or submission to sexual conduct.

(iii) Threatening or taking a negative employment action (such as termination, demotion, denial of an employee benefit or privilege, or change in working conditions) or negative educational action (such as giving an unfair grade, withholding a letter of recommendation, withholding assistance with any educational activity) or intentionally making the individual's job or academic work more difficult because sexual advances were rejected.

(iv) Unwelcome sexual advances, requests for a romantic or sexual relationship to an individual who indicates or has indicated in any way that such conduct is unwelcome, propositions or other sexual comments, such as sexually-oriented gestures, noises, remarks, jokes, questions, or comments about a person's sexuality or sexual experience.

5) Other Forms of Harassment

a) Harassment, other than sexual harassment, is verbal, physical, written, or other conduct that denigrates or shows hostility or aversion to an individual on the basis of race, color, religion, age, national origin, citizenship, disability, veteran's status, sexual orientation, genetic information, gender identity, gender expression, marital status, or any basis prohibited by law. Harassment based on any of the above categories is strictly prohibited by this policy.

b) Complaints of harassment will be investigated and resolved in accordance with applicable legal guidelines and the terms of this policy.

6) Retaliation
a) No member of the University community will be disciplined or otherwise retaliated against for refusing sexual advances, objecting to sexual, racial, or other forms of discrimination, harassment, or retaliation or making a good faith report of discrimination, harassment or retaliation.

b) Retaliatory or intimidating conduct against any individual who has made a good faith discrimination, harassment or retaliation complaint or who has testified or assisted in any manner in an investigation is specifically prohibited and shall provide grounds for a separate complaint. Examples of such retaliatory or intimidating conduct include disciplining, changing working or educational conditions, providing inaccurate information to or about, or refusing to cooperate or discuss work- or school-related matters with any individual without a legitimate business reason because that individual complained about or resisted harassment. The initiation of a good faith complaint of discrimination, harassment or retaliation by a student will not reflect negatively on that student nor will it affect the student's academic standing, rights, or privileges. Likewise, the initiation of a good faith complaint by an employee will not reflect negatively on that employee nor will it affect the employee's working conditions, rights, or privileges.

7) Confidentiality

a) Confidentiality will be maintained throughout the entire investigatory process to the extent practicable and appropriate under the circumstances to protect the privacy of persons involved. The persons charged with investigating the complaint will discuss the complaint or the underlying behavior only with persons involved in the case who have a need to know the information, which must include the complainant and the accused harasser.

b) Students who need to seek resources in a confidential setting should go to Counseling and Psychological Services or the Student Health Center. All reports to those entities are kept confidential.

c) The University is required by law to investigate complaints of discrimination, harassment or retaliation and will strive to protect, to the greatest extent possible, the confidentiality of persons reporting or accused of discrimination, harassment or retaliation. However, the University cannot guarantee complete confidentiality where it would conflict with the University's obligation to investigate or where confidentiality concerns are outweighed by the University’s interest in protecting the safety or rights of others. Individuals who desire to discuss possible claims of discrimination, harassment, or retaliation in a more confidential setting may want to consult with a counselor, therapist, or member of the clergy, who is permitted by law to assure greater confidentiality.

d) While Tulane is committed to respecting the confidentiality and privacy of all parties involved in the investigation process, Tulane cannot guarantee complete confidentiality. Examples of situations when confidentiality cannot be maintained include:

   • If Tulane is required by law to disclose information (such as in response to legal actions),
• If disclosure of information is determined by the Office of Institutional Equity, its
designee, and/or Tulane’s Office of General Counsel to be necessary for conducting an
effective investigation, or
• When confidentiality concerns are outweighed by Tulane’s interest in protecting the
safety or rights of others.

8) Complaint Procedures

a) All are encouraged to promptly report discrimination, harassment or retaliation so that
appropriate action can be taken. The complaint procedures are designed to ensure the
rights of the complainant while at the same time according due process to involved
parties.

b) Form of Complaint - Complaints of discrimination, harassment or retaliation will be
accepted orally or in writing. Anonymous complaints will be accepted and investigated to
the extent possible. Complaint forms are available at the Office of Institutional Equity
and on the Office of Institutional Equity’s webpage at
http://tulane.edu/equity/reporting.cfm.

c) Content of Complaint - Any individual who believes that they are being discriminated,
harassed, or retaliated against in violation of this policy should promptly
file a complaint
including the following information, if known to the complainant: the name of the
complainant, a brief description of the offending behavior including times, places, and the
name of or identifying information about the alleged perpetrator, and the names or
descriptions of any witnesses to the discrimination, harassment or retaliation.

d) Reporting the Complaint - It is not necessary to first confront the harasser prior to
instituting a complaint under this policy. However, it is appropriate to promptly report a
complaint so that a full and complete investigation is possible. Any person designated to
receive complaints from students, employees, or faculty must notify the Office of
Institutional Equity within 24 hours of receiving a complaint pursuant to this policy.

(i) Complaints by Students - A student who believes that they have been discriminated,
harassed or retaliated against must report the alleged behavior to any of the following
individuals:

- Office of Institutional Equity, 862-8083
- Vice President for Student Affairs, 314-2188
- Associate Dean for Student Affairs, Tulane University Health Sciences Center, 988-5331

(ii) Complaints by Staff - An employee who believes they have been discriminated,
harassed, or retaliated against in violation of this policy must report the alleged
behavior to any of the following individuals:

- Office of Institutional Equity, 862-8083
- Dean (or person designated by same) with which complaining employee is
affiliated
- Associate Vice President for Workforce Management Organization, 247-1758
(iii) *Complaints by Faculty* - A faculty member who believes they have been discriminated, harassed or retaliated against in violation of this policy must report the alleged behavior to any of the following individuals:

- Office of Institutional Equity, 862-8083
- Department Chairperson
- Dean (or person designated by same) of the school with which complaining faculty is affiliated
- Senior Vice President for Academic Affairs, 865-5261

e) *Failure to Cooperate* - Failure to cooperate in an OIE investigation will be considered a breach of responsibility. If a Respondent fails to cooperate, his or her Department Head, Supervisor, or Dean will be notified of such non-cooperation. A Respondent’s silence or lack of cooperation will not prevent a complaint from going forward. Failure to cooperate in a formal review proceeding may result in the investigation proceeding solely on the basis of the available evidence.

9) **Investigation & Informal Resolution of Complaints**

a) Initial Investigation - After receiving a complaint of discrimination, harassment or retaliation the Office of Institutional Equity shall promptly conduct an initial investigation.

b) Informal Process - The University has an informal process to provide those who believe they are subject to discrimination, harassment, or retaliation with a range of options designed to bring about a resolution of their concerns.

Depending upon the nature and severity of the complaint and the wishes of the person(s) claiming discrimination, harassment or retaliation, informal resolution may involve one or more of the following or other appropriate actions:

(i) Advising the person(s) about how to communicate the unwelcome nature of the behavior to the alleged harasser;

(ii) Distributing a copy of this policy as a reminder to the department or area with which the alleged harasser is affiliated;

(iii) If both parties agree, arranging and facilitating a meeting between the person(s) claiming discrimination, harassment or retaliation and those accused to work out a mutual resolution.

Students are also encouraged to seek advice or counseling from Student Resources and Support Services, 314-2160, whether or not they decide to pursue a formal complaint. Informal resolution may not be appropriate in certain circumstances. For instance, informal resolution would never be appropriate in cases involving allegations of sexual assault. While dealing informally with a problem of discrimination, harassment or retaliation may be preferable to the complainant, a formal grievance procedure must be followed in order for the University to impose any kind of discipline on the offender. The University will proceed with the investigation and formal resolution process when deemed appropriate by the Office of Institutional Equity.
10) Investigation & Formal Resolution of Complaints

a) Formal Investigation - If the complaint cannot be informally resolved after the initial investigation, the Office of Institutional Equity shall continue the investigation or designate someone to promptly conduct further investigation of the complaint, which may in some circumstances be a neutral third party. The persons charged with investigating the complaint must discuss the complaint or the underlying behavior only with persons involved in the case who have a need to know the information, including the complainant and the accused harasser.

In the case of a complaint against a faculty member, the Office of Institutional Equity will work with the grievance committee of his or her school within the University to investigate discrimination, harassment or retaliation complaints. The committee chair shall notify the Office of Institutional Equity in writing of the findings as well as any action taken or recommendations made by the committee based on those findings.

In the case of a complaint against a student, the Office of Institutional Equity will investigate, or will designate the Office of Student Conduct to investigate, and shall notify the Office of Student Affairs in writing of the findings of the investigation. The Office of Student Affairs will, in turn, determine whether to process the matter through the Tulane Code of Student Conduct.

In the case of a complaint against a staff member or non-employee individual affiliated with Tulane (including vendors and independent contractors), the Office of Institutional Equity shall investigate and make recommendations to the appropriate supervisor as to any action to be taken.

b) Resolution will be concluded as promptly as possible - Resolution will be concluded as promptly as possible and in most cases within 60 days unless extenuating circumstances arise. Within 60 days of receiving the complaint, the Office of Institutional Equity or its designee, including the appropriate school grievance committee, shall make a finding of whether it was determined that discrimination, harassment or retaliation occurred. If the investigation cannot be concluded within that time, the Office of Institutional Equity shall notify the complainant, and the University’s General Counsel, who shall designate the appropriate person or faculty committee to conclude the investigation as promptly as reasonably possible.

c) Objectivity - The complainant and the accused are entitled to an investigation conducted by an impartial investigator. Thus, if the person(s) charged with overseeing or investigating complaints is implicated in the complaint, or has any personal issue that would cause a conflict of interest, the committee member or members shall recuse themselves from the proceeding. Alternatively, the Institutional Equity Officer shall conduct the investigation and make findings or shall designate someone impartial to do so, which may in some circumstances be an outside neutral third party.

d) Standard of Review

Claims of violations of this policy will be reviewed based upon the preponderance of evidence whether more likely than not a policy violation occurred.
e) **Notice of Outcome** -
   (i) Complaints against Faculty, Staff and Non-Employee Individuals Affiliated with the University. No more than ten (10) working days or as promptly as possible after a decision has been reached, the Institutional Equity Officer shall notify the parties to the proceeding in writing of the findings and the outcome of the investigation.

   (ii) Complaints against Students. The Office of Student Affairs shall notify the parties to the proceeding in writing of the findings and the outcome of the investigation in a manner consistent with the Code of Student Conduct.

f) **Sanctions** - Individuals found to have violated this policy shall be disciplined appropriately. Appropriate sanctions, ranging from a warning to dismissal, will be determined based on the severity of the conduct and in accordance with the provisions of applicable statutes, employment contracts, University policies, disciplinary procedures for faculty as described in the Faculty Handbook, disciplinary procedures for staff as described in the Staff Handbook, and disciplinary procedures for students as described in the Code of Student Conduct and other student discipline codes.

11) **Appeals**

An appeal by either the complainant or the accused must be filed in writing with the Office of Institutional Equity within ten (10) working days of receiving written notice of the outcome of the investigation. Responsibility for reviewing appeals will turn on the identity of the accused. Where the accused is a student, the appeal shall be reviewed in accordance with appeals procedures described in the Code of Student Conduct. Where the accused is a staff member, the Chief of Staff and Vice President will review appeals. Where the accused is a faculty member, the Faculty Tenure Freedom and Responsibility Committee of the University Senate will review appeals in accordance with the grievance procedures described in the University Senate Constitution, By-Law III: Standing Committees, Section 1: Committee Functions, Committee on Faculty Tenure, Freedom and Responsibility: Functions.

In exceptional circumstances, except in cases involving faculty, an appeal may be reviewed by an outside neutral third party.

12) **Other Legal Resources**

The procedures above apply to internal complaints of discrimination, harassment or retaliation. In addition to this internal complaint procedure, victims of discrimination, harassment or retaliation may file a complaint with an appropriate government agency or, where allowed, file a civil lawsuit. Federal and state laws contain statutes of limitation barring claims filed outside of the applicable limitations period.

   a) **Office for Civil Rights** - The Office for Civil Rights (OCR) is charged with investigating complaints of harassment under Title IX, a federal law that governs harassment of students by teachers or other students. Prior to filing a lawsuit, a charge should be filed with the OCR within the time period designated by law. A student wishing to file an administrative complaint should contact:
b) *Equal Employment Opportunity Commission* - The Equal Employment Opportunity Commission (EEOC) is charged with investigating complaints of harassment under Title VII, a federal law that governs harassment of faculty members and staff. Prior to filing a lawsuit, Title VII requires that a charge be filed with the EEOC within the time period designated by law. An employee wishing to file an administrative complaint should contact:

**Equal Employment Opportunity Commission**  
Regional Office  
1555 Poydras, Suite 1900  
New Orleans, LA 70112  
(504) 589-2826

13) **Dissemination of Policy**  
This policy will be distributed to all faculty, staff, students, administrators, and will be made available to anyone else connected with the University. All University employees and students who subsequently become part of the educational community shall be informed of this policy during their orientation. This policy may be revised from time to time and such revisions will be posted on the University's web site located at www.tulane.edu. Any incident reported under this policy will be governed by the policy posted on the web at the time of the incident.

14) **Revisions to Policy**  
Proposed revisions to this policy will be presented to the University Senate for approval or disapproval.

15) **False Accusations Forbidden**  
While we encourage all to report good faith claims of discrimination, harassment or retaliation, false accusations can have a serious effect on innocent people. If an investigation results in a finding that an accusation of discrimination, harassment or retaliation was maliciously or recklessly made, the accuser may be disciplined appropriately.

Appropriate sanctions, ranging from a warning to dismissal, will be determined based on the severity of the conduct and in accordance with the provisions of applicable statutes, employment contracts, University policies, disciplinary procedures for faculty as described in the Faculty Handbook, disciplinary procedures for staff as described in the Staff Handbook, and disciplinary procedures for students as described in the Code of Student Conduct and other applicable student discipline codes.

The update to the Harassment Policy section of the Staff Handbook is effective August 8, 2013.
D. Americans with Disabilities Act

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

The ADA prohibits discrimination against a qualified individual with a disability in employment practices such as job application procedures, hiring, promotion, discharge, compensation, training, benefits and other conditions of employment. A qualified individual is one who can perform the essential functions of his or her job with or without a reasonable accommodation. The ADA also requires that employers provide reasonable accommodations to qualified individuals with known disabilities. A reasonable accommodation is designed to assist an employee in the performance of his or her job without placing an undue hardship on Tulane or posing a direct threat to the employee or to other individuals.

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

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

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

The update to the Americans with Disabilities Act section of the Staff Handbook is effective August 8, 2013.

E. Title IX

It is the policy of Tulane University to comply with Title IX of the Education Amendments of 1972, which prohibits discrimination (including sexual harassment and sexual violence) based on sex in the University’s educational programs and activities. Title IX also prohibits retaliation for asserting claims of sex discrimination. Tulane University has designated Title IX Coordinators, to coordinate Tulane's compliance with and response to inquiries concerning Title IX.
Faculty, Staff or Students may contact the following for information:

**Deborah Love**, Title IX Coordinator
Tulane University
Office of Institutional Equity
200 Broadway, Suite 105 A
New Orleans, LA 70118
dlove1@tulane.edu
(504) 862-8083

**Wendy Stark**, Deputy Title IX Coordinator
Tulane University
Office of Institutional Equity
200 Broadway, Suite 105 A
New Orleans, LA 70118
wstark@tulane.edu
(504) 862-8083

Students may also contact:

**Erica Woodley**, Deputy Title IX Coordinator for Student Affairs
Tulane University
Division of Student Affairs
6823 St. Charles Avenue
Lavin-Bernick Center for University Life, Room G03
New Orleans, LA 70118
ewoodley@tulane.edu
(504) 314-2188

The update to the Title IX section of the Staff Handbook is effective August 8, 2013.

### III. EMPLOYMENT CLASSIFICATION AND INFORMATION

#### A. Employment Classification

In accordance with the Fair Labor Standards Act (“FLSA”), University staff employees are classified either as “exempt” or “non-exempt.” Generally, an employee is exempt if he or she qualifies as an executive, administrative, professional or computer employee as defined by the FLSA. Exempt employees are exempt from the overtime pay provisions of the FLSA. However, exempt employees must perform their work during the regular business hours of the University, unless otherwise required by their department. All other employees are classified as non-exempt and must be paid overtime pay when applicable. The Workforce Management Organization classifies staff employees using criteria developed by the U.S. Department of Labor. If you have questions about the classification of your position, please contact the Workforce Management Organization.

To be classified as an exempt employee, you must satisfy the Department of Labor’s salary test
and duties tests. The salary test limits the deductions that can be made from an exempt employee’s pay. Improper deductions will not be made. Deductions will be made in accordance with the FLSA and are permissible in the following circumstances:

1. Absence from work for one or more full days for personal reasons other than sickness or disability.

2. Absence from work for one or more full days due to sickness or disability if the deduction is made pursuant to a bona fide plan, policy or practice of providing compensation for salary lost due to illness.

3. To offset jury duty pay, witness fees or military pay.

4. Unpaid disciplinary suspension of one or more full days imposed in good faith for workplace conduct rule violations of the policies and procedures set forth in this Handbook, including but not limited to, the (a) Harassment Policy; (b) Workplace Violence Policy; and (c) Alcohol and Other Drug Policy. Serious violations of other workplace conduct rules may result in pay deductions.

5. The initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, including but not limited to the Office of Environmental Health and Safety’s Policies and Procedures Manual; or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

In addition, exempt employees are not paid for any work week in which they perform no work at all for the University (other than due to valid use of paid leave). If you believe that your pay has been improperly reduced, you should immediately file a complaint in writing with the Workforce Management Organization. You may be asked to specify the circumstances surrounding the pay deduction. If it is determined that an improper deduction was made, you will be promptly reimbursed and the University will take all necessary steps to ensure that such improper deductions do not continue.

B. Employment Category

Your employment with the University falls within one of the following categories: (1) regular or (2) temporary. Within each category, your employment is also subcategorized as full-time or part-time, depending on the percent of time you were hired to work. If you have questions about which category or subcategory you are in, please contact the Workforce Management Organization. These categories have been established to assist you in understanding your employment status and benefit eligibility. These categories do not guarantee employment for any specified period of time or in any specified category.

1. Regular Employees

You are a regular employee if you work for a period of more than seven (7) months during a twelve (12) month period. If you are a regular employee, you also will fall within one of the categories below.
a. Regular Full-Time

You are a regular full-time employee if you work one hundred percent (100%) of a full-time schedule. For most positions, a full-time schedule means at least thirty-seven and one-half (37½) hours per work week, or in specifically approved positions (for example, positions in the Department of Facilities Services, Department of Public Safety and Tulane University Medical Group), at least forty (40) hours per week. Employees in the category of regular full-time are eligible to participate in the University’s benefits program described in Section VIII of this Handbook, subject to the terms, limitations and conditions of each benefit program.

b. Regular Part-Time with Benefits

You are a regular part-time employee with benefits if you work less than one hundred percent (100%) but at least fifty percent (50%) of a full-time schedule. Employees in the category of regular part-time with benefits are eligible to participate in the University’s benefits program described in Section VIII of this Handbook, subject to the terms, limitations and conditions of each benefit program, except for the University’s tuition waiver programs.

c. Regular Part-Time without Benefits

You are a regular part-time employee without benefits if you work less than fifty percent (50%) of a full-time schedule. Employees in the category of regular part-time without benefits are not eligible to participate in the University’s benefits program described in Section VIII of this Handbook, except to the extent required by state or federal law.

2. Temporary Employees

You are a temporary employee if you work for a period of not more than seven (7) months in a twelve (12) month period. The duties, work schedule and duration of a temporary employee are determined on an individual basis. Summer employees are considered temporary employees. Temporary employees are not eligible to participate in the University’s benefits program described in Section VIII of this Handbook, except to the extent required by state or federal law. If you are a temporary employee, you will also fall within one of the categories below.

a. Temporary Full-Time

You are a temporary full-time employee if you work one hundred percent (100%) of a full-time schedule. For most positions, a full-time schedule means at least thirty-seven and one-half (37½) hours per work week, or in specifically approved positions (for example, positions in the Department of Facilities Services, Department of Public Safety and Tulane University Medical Group), at least forty (40) hours per week.

b. Temporary Part-Time

You are a temporary part-time employee if you work less than one hundred percent (100%) of a full-time schedule.
C. Salary Grade

Classified staff employee positions are assigned a salary grade. The University maintains a salary grade structure establishing the minimum, midpoint and maximum salary payable to each salary grade. Separate salary grade structures are maintained for positions requiring thirty-seven and one-half (37.5) hours per week and positions requiring forty (40) hours per week. You can obtain a copy of the salary grade structure from the Workforce Management Organization or on its website.

D. Your Personnel File

The Workforce Management Organization maintains an official personnel file for every employee containing information that Tulane needs to conduct business and administer its employment and benefit programs. This information includes:

- Employment application and copy of resume
- Written references, if any. Job description
- Federal and state income tax withholding forms
- Staff Handbook Acknowledgement
- Performance Appraisals
- Notices of commendation or discipline, if any
- Wage and salary information

The following records are maintained in files separate from employees’ personnel files:

- Medical records
- Equal employment opportunity documents identifying an individual’s race, sex or other protected status
- Immigration forms and related documentation

All files and records maintained by the University are the property of the University. Such files are confidential and access is limited to those individuals who have a job-related need to obtain specific information from your file.

Requests from outside the University for verification of employment should be referred to the Workforce Management Organization. The release of information other than your dates of employment and your job title will require your prior written consent, unless otherwise required by law.

It is important that you keep the personal information in your file up to date. Coverages or benefits that you and your family may receive under the University’s benefit plans could be negatively affected if the information in your personnel file is incorrect. Notify the Workforce Management Organization of any change in name, address, telephone number, emergency contact, marital status, number of dependents or change in exemptions on your tax forms. In addition, it is important to notify the benefits section of the Workforce Management Organization of any change in circumstances that may affect benefit coverage such as change of beneficiary, divorce, or birth of a child.
A current employee may review his or her personnel file once every twelve (12) months. To review your file, contact the Workforce Management Organization to schedule an appointment. You must review your file in the Workforce Management Organization in the presence of a human resources employee.

IV. HIRING AND RETENTION

A. Proof of Citizenship

Tulane is committed to employing U.S. citizens and aliens authorized to work in the United States. Tulane does not discriminate on the basis of citizenship or national origin. All new employees must complete a Form I-9 and provide documentation establishing identity and eligibility to work in the United States. Former employees who are rehired must also complete the form if they have not completed an I-9 with Tulane within the past three years or if their previous I-9 is no longer valid or has not been retained. You are expected to complete the Form I-9 prior to or on your first day of work. If you are unable to provide the necessary documentation within three (3) days following your first day of work, you are not eligible to work and may be terminated. If your original employment authorization is due to expire, Tulane will re-verify your eligibility to work. If your eligibility cannot be re-verified, you may be terminated.

B. Background Investigations and Convictions

The University conducts pre-employment background investigations on all applicants to whom a job offer has been extended. Employment is conditioned upon the results of such investigations. Investigations are conducted to verify the accuracy of an applicant’s employment and academic information and to identify an applicant’s job-related accomplishments, skills and abilities that establish his or her qualifications for the position. Some positions may require additional investigation, which may involve obtaining credit information, reviewing motor vehicle records and/or performing drug tests. The University reserves the right to conduct any other background investigation necessary to ascertain the suitability of the applicant. The University may utilize the services of a third party investigative service to perform these background investigations.

If you have a criminal history or have been convicted of a crime, you are not necessarily precluded from employment. In evaluating your suitability for employment, Tulane will consider the nature of the offense, its relevance to the position and the implications for the general safety and security of the University community.

If you are currently employed by the University and are convicted of a crime or enter a plea of no contest or a guilty plea, you must notify your supervisor within five (5) days. A criminal conviction that is relevant to your position may be grounds for termination or reassignment. Your failure to report is grounds for disciplinary action, up to and including termination.

Background investigations may also be conducted on a current employee who applies for and is offered a position for which background investigations are required.

All applicants and, if necessary, employees are required to sign release forms authorizing background investigations. If you refuse to sign a release form, you will be eliminated from
further consideration for employment or promotion.

All information obtained during the course of a background investigation is kept strictly confidential by the University to the extent required by law.

Providing false, misleading or erroneous information in an employment application or supporting materials or during an interview is grounds for non-selection of an applicant or immediate termination of employment.

The update to the Background Investigations and Convictions section of the Staff Handbook is effective December 13, 2013.

C. Physical Examinations

The University requires that applicants for certain positions to whom a conditional job offer has been extended undergo a physical examination. Physical examinations are mandatory only for those jobs that require specific physical abilities or fitness levels to perform. The University retains the right to revoke conditional offers of employment when the physical examination indicates that an applicant cannot safely perform the job, even with reasonable accommodation.

The University takes all necessary steps to safeguard the confidentiality of all medical information, including physical examination and test results. Any records containing medical information about job candidates shall be maintained by the Workforce Management Organization in secure files separate from the University’s general personnel files. Access to medical information in these separate files is restricted to individuals with a valid and documented need to know.

All new hires that must undergo a physical examination are asked to sign forms consenting to the release to Tulane of all medical information from the examination that is relevant in determining fitness or ability to perform essential functions of the job.

All examinations and tests are conducted on a nondiscriminatory basis and in conformance with requirements of the Americans with Disabilities Act and other federal, state, and local laws guaranteeing equal employment opportunities to individuals with disabilities and members of other protected groups.

D. Nepotism

The purpose of this policy is to help ensure that personal relationships between employees do not interfere with or disrupt the University’s operations or jeopardize the working relationships of University employees. For purposes of this policy, the term “personal relationship” means a relationship between persons by blood, marriage, adoption and domestic partnership. It also includes co-habitants and individuals involved in a consensual sexual or romantic relationship.

To help ensure that University employees and prospective employees are evaluated on the basis of individual merit, professional qualifications and performance, the following basic restrictions shall be observed when current employees have a personal relationship or a current employee has a personal relationship with a prospective employee:
1. **A supervisor/subordinate relationship.** An employee shall not supervise, evaluate, influence the evaluation of, or make decisions regarding the terms and conditions of employment of an employee with whom he has a personal relationship.

2. **An actual conflict of interest or the appearance of a conflict of interest.** An employee shall not serve in any capacity which creates an actual conflict of interest or the appearance of a conflict of interest with the University because of a personal relationship between the employee and another employee.

This policy applies to all employment decisions, such as hiring, promotion and transfer decisions, for all job classifications, including student employment. Employees who become involved in a personal relationship that violates this policy shall immediately notify their supervisor or the Workforce Management Organization. The University reserves the right to determine if a personal relationship should prohibit employment, promotion or transfer in a particular situation.

**E. Employment of Minors**

Federal regulations and state laws impose restrictions and strictly govern the employment of minors. Louisiana law requires that prior to employment of a minor, an Employment Certificate be executed and filed with the Louisiana Department of Labor. Tulane is required to keep the Employment Certificate on file and accessible on the job site or immediate work area. Under Texas law, a minor is required to present a proof of age certificate. Departments should consult the Workforce Management Organization for assistance prior to hiring a minor. Minors under 16 years of age generally will not be employed by the University.

**F. Introductory Period**

Your first six (6) months of employment are considered an introductory period during which time your work performance and suitability for employment are evaluated. The introductory period will end after six (6) months of continuous service without a break in service. Time on leave, with or without pay, is not counted towards completion of the introductory period. New employees and rehired employees are all subject to the introductory period.

Employment is not guaranteed for the duration of the introductory period and an employee may be terminated at any time during the introductory period or thereafter without notice. Such termination shall not be subject to the University’s disciplinary or grievance procedures. Successful completion of the introductory period does not guarantee continued or permanent employment.

Under extenuating circumstances (for example, if your supervisor changes), a department may, after consultation with the Workforce Management Organization, extend your introductory period for a specified period of time not to exceed ninety (90) days.

**G. Anniversary Date**

The first day you are required to report to work is your anniversary date. Your anniversary date
is used to compute eligibility for certain benefits, leaves and other programs described in this Handbook.

H. Performance Reviews and Salary Adjustments

Performance reviews are a means of formally documenting your performance and identifying ways you can contribute to the University’s success and your own professional growth. Communication is very important in this process. You are encouraged to be an active participant in the review process, to examine how you are performing your job and to work with your supervisor to set goals for your future.

Your supervisor will formally review your performance at least once each fiscal year. A performance review may also be conducted in the event of a promotion or a change in your duties and responsibilities. If you have questions about the performance review process, please do not hesitate to talk to your supervisor.

Your wage or salary level may be adjusted based on merit. Wage and salary increases are provided in the sole discretion of the University, and are not guaranteed. You are not eligible for wage or salary review during your introductory period.

Your performance reviews are kept in your personnel file which is maintained by the Workforce Management Organization.

I. Transfers and Promotions

It is the policy of the University to promote from within when appropriate. The intent of this policy is to provide you with opportunities for promotion and professional advancement.

Staff employment opportunities within the University are listed in the Workforce Management Organization, on its web site and various other locations throughout the University. Advertised positions are listed for a minimum of five (5) working days before they are filled. If you are terminated following a transfer or promotion, you are not entitled to be reinstated to the position you held prior to the transfer or promotion.

If you have any questions regarding your eligibility for an available position, please contact the Workforce Management Organization.

J. Break in Service

In general, eligibility for vacation and sick leave is calculated based on your most recent date of hire even if you were previously employed by the University. However, if you voluntarily resign and are rehired within thirty (30) days of termination, you return to employment at the University with the same vacation and sick leave accrual rate you had when you terminated. If you are laid off and are rehired within one (1) year of the date of termination, you return to employment at the University with the same accrual rate of vacation and sick leave you had when your employment was terminated.
V. EMPLOYEE RESPONSIBILITIES

A. Absenteeism, Tardiness and Notification

You are expected to be in your work area and ready to work at the beginning of your assigned hours, as described in your job description. Unscheduled absences, late arrivals and early departures must be kept to a minimum.

If you are unable to report to work, or if you expect to arrive late, you must notify your supervisor as far in advance of the beginning of your shift as possible. Notifying a coworker or leaving a voice message is not sufficient, unless such notification is specifically permitted by your supervisor. If you are physically unable to call, you must have someone call on your behalf and speak directly with your supervisor. As soon as you are able, you should make a follow-up call to your supervisor. Where applicable, you may be required to provide your supervisor with a doctor’s note regarding your absence, late arrival or early departure. If you fail to call your supervisor within two (2) hours of your starting time, you may not be permitted to use sick leave. You may also be subject to disciplinary action for failure to notify your supervisor.

Unscheduled and/or unexcused absences, late arrivals and early departures will result in disciplinary action, up to and including termination. An employee who is absent for three (3) working days without notification is deemed to have resigned voluntarily.

Absences or late arrivals covered by an employee’s use of approved family or medical leave under the Family and Medical Leave Act (“FMLA”) are not considered grounds for disciplinary action. For more information regarding the FMLA, refer to Section X of this Handbook.

B. Work Schedule

Work schedules are determined by supervisors according to departmental needs. Because many of the University’s operations must be staffed continuously, some work schedules may include shift work and work during evenings, weekends and holidays.

C. Timekeeping

Federal law requires that the University maintain a daily record of time worked by each non-exempt employee. The method of recording time at Tulane is the Kronos timekeeping system. You should be sure that your records of time worked are accurate. All non-exempt employees are required to report a starting time, a lunch break and an ending time each day. Exempt employees are required to record only those hours that are an exception to their regular hours, such as sick leave or vacation leave. If at any time you feel that you have not been paid for all hours worked, please consult with your supervisor or the Workforce Management Organization. You will be subject to disciplinary action, up to and including termination, if you alter, falsify or tamper with time records, whether your own or someone else’s.

The update to the Timekeeping section of the Staff Handbook is effective August 8, 2013.
D. Breaks

A lunch period is an unpaid break of at least thirty (30) minutes and not more than sixty (60) minutes. During this period you are relieved of duty, and this time is your own. Your supervisor will inform you of your lunch period schedule.

Supervisors are authorized to permit rest periods during the workday. At your supervisor’s discretion, you may be granted a fifteen (15) minute paid rest period during each half day you work. Rest periods are scheduled by your supervisor and must be taken at a time so that it does not interfere with department operations. Rest periods may not be used to compensate for arriving late to work or leaving early, to lengthen a lunch period, and may not be accumulated if unused. Rest periods may not be taken during the first or last hour of any shift. Employees who use more than the time permitted for breaks, or who take excessive breaks, will be subject to disciplinary action.

In Louisiana, minors who work for five (5) hours will receive a thirty (30) minute unpaid lunch break.

Tulane will provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child’s birth. The break should be taken, when possible, concurrently with other break periods already provided. In accordance with applicable state law, non-exempt employees may be required to clock out for time taken that does not run concurrently with other break periods and such time will be unpaid.

Tulane will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

Employees should notify their supervisor to request time to express milk in accordance with this policy.

The update to the Breaks section of the Staff Handbook is effective April 5, 2011.

E. Dress Code and Uniforms

Discretion in style of dress is important to the image and the safe and efficient operation of the University. You are expected to maintain proper hygiene, dress in a manner appropriate to your working environment and to the type of work performed. Some departments may have their own policies or dress codes appropriate to the nature of the work done within those departments. You should consult your supervisor regarding any dress code requirement specific to your department.

Some departments require employees to wear uniforms. Your supervisor will inform you if your department requires uniforms. Employees who are required to wear uniforms are expected to wear them in their entirety.

This policy update to the Dress Code and Uniforms policy is effective April 19, 2012.
F. Flextime

Flextime allows flexibility in the scheduling of an employee’s work day or work week to better meet the needs of the employee’s department and accommodate, to the extent possible, the employee’s scheduling preferences. Flextime scheduling applies to non-exempt employees only.

Flextime scheduling is a privilege, not a right. You may request a flextime schedule by submitting a proposal in writing to your supervisor. Flextime requests must be approved in writing by your department head. Reasonable efforts will be made to accommodate your flextime request, subject to the service needs of your department as determined by your supervisor. Flextime scheduling may not be feasible for some departments.

An approved flextime schedule may only be adjusted with the written approval of your department head. If multiple flextime schedule requests would leave a department or area understaffed, operational needs of the department take precedence and flextime requests may not be approved. An approved flextime schedule may be revoked at the discretion of the department. Overtime compensation is calculated based on the number of hours an employee works during the work week, regardless of the number of hours an employee might work on any particular work day.

Flextime does not include telecommuting. The University does not allow telecommuting.

For more information regarding flextime, please contact the Workforce Management Organization.

The update to the Flextime section of the Staff Handbook is effective January 5, 2012.

G. Outside Employment

You are permitted to engage in outside employment as long as it does not interfere with your performance of your duties for the University or your assigned work hours; outside employment is not an excuse for poor job performance, tardiness or absenteeism. If you do engage in outside employment, you are required to notify your supervisor.

You may not use any University resources in your outside employment, and you may not use your position with the University to obtain outside employment or in the course of your outside employment. Any outside employment must comply with all other applicable University policies, including the policy on Conflicts of Interest.

If you are on leave of absence from the University, you are not permitted to engage in outside employment during the period of your leave.
H. Other Employment with the University

You may not receive payment for consulting, teaching, or any other service performed during working hours for other departments or schools within the University if this type of work is a part of your regular job duties according to your job description.

Teaching for the University during or outside working hours also is limited by the rules governing adjunct appointments set forth in the Faculty Handbook and any other applicable University policies. For all teaching activities, you must obtain prior written approval from your supervisor.

I. Standards of Conduct

Staff employees are expected to exhibit professionalism, responsibility and personal integrity at all times. The following standards of conduct help maintain a pleasant, safe and productive working environment. This is not, however, a complete or exhaustive list of all University conduct guidelines. Individual departments and/or supervisors may establish more specific standards. Also, the University may at any time establish additional standards or policies applicable to particular situations. Failure to adhere to these standards may result in disciplinary action, up to and including termination of employment.

- Comply with all policies, rules, regulations, procedures and practices of the University and your department, including those contained in this Handbook.
- Treat co-workers and University property honestly and ethically. Refrain from dishonest or immoral conduct, including stealing, lying and falsification of or tampering with records.
- Report to work free from the influence of illicit drugs, alcohol or controlled substances. Do not possess, use, distribute, sell or transfer intoxicants at work.
- Avoid excessive absenteeism or tardiness. Arrive at work on time and return on time after scheduled breaks.
- Do not carry any kind of weapon on University property.
- Treat co-workers and others with courtesy, dignity and respect regardless of their race, sex, color, religion, national origin, citizenship, marital status, sexual orientation, age, disability or veteran status.
- Never threaten, harass, intimidate, coerce or fight with another member of the University community. Do not use profane or abusive language.
- Do not intentionally fail or refuse to perform your assigned work, or interfere with the work performance of others.
- If you must leave work early, do so only after notifying your supervisor.
- Accurately complete only your own time sheet or timecard.
- Dress appropriately for your position and work place.
- Do not engage in any inappropriate, unprofessional, unethical or illegal conduct that affects your work performance, infringes upon the rights of others or damages the reputation of the University.
- Give your full and complete cooperation with any University investigation of a violation of a policy, rule or regulation.
J. Disciplinary Action

If you engage in conduct that is illegal or violates any rule, regulation, policy, procedure or practice of the University or if your job performance is unsatisfactory, you will be subject to disciplinary action. The University seeks to use disciplinary action as a means to assist and encourage staff employees to correct inappropriate conduct and to achieve satisfactory work performance. Nevertheless, your employment with the University is on an “at-will” basis. This means that your employment may be terminated, with or without cause, at any time and without prior notice, by you or by the University, and regardless of whether any disciplinary action has been taken.

Disciplinary action may include any one or all of the procedures listed below, depending upon the specific circumstances of the offense committed or the nature of the unsatisfactory job performance. A suspension also may be imposed during an investigation of inappropriate conduct. The Workforce Management Organization may work with your supervisor to determine the appropriate disciplinary action.

- **Work Improvement Plan** – Your supervisor will meet with you and discuss the problems and the steps necessary to correct them. This discussion will be documented in a letter or memorandum and given to you, with a copy placed in your personnel file. You will be asked to acknowledge receipt of the warning by signing the document. This document may include a description of each affected job duty, the problem with your performance of that duty, and an explanation of what successful completion of that duty entails. A time line for improvement and a schedule of subsequent meeting times may also be included. If you disagree with the nature or content of the written warning, you have the right to submit a written response for inclusion in your personnel file within ten (10) working days. If improvement does not occur, you will be subject to further disciplinary action, including termination of employment.

- **Suspension** – In consultation with the Workforce Management Organization, your supervisor will determine if your suspension without pay is warranted. A suspension is normally imposed for a period of one to five days but may be longer depending on the circumstances warranting disciplinary action.

- **Termination** – In consultation with the Workforce Management Organization, your supervisor will determine if your termination is warranted. If you are terminated, you will receive a written notice of termination.

K. Grievance Review Procedure

The University recognizes that problems may arise in the workplace concerning your job or the application of University rules, regulations, policies and procedures. Normally, these matters can be effectively resolved via informal discussion with your supervisor. The Workforce Management Organization is available to assist you and your supervisor in resolving such problems. However, certain matters, such as those regarding job classification, promotions, transfers, pay rates, and job titles, are handled administratively and are not subject to the
If your grievance raises issues of discrimination, harassment, or retaliation, it will be handled in accordance with the University’s Harassment Policy, found in Section II of this Handbook.

If you have been disciplined, you may appeal the disciplinary action to your department head within ten (10) business days of the date you were notified of the disciplinary action. Your department head has three (3) business days to respond to your appeal in an effort to achieve a mutually satisfactory resolution. If your problem cannot be resolved informally and you have consulted with the Workforce Management Organization, you may request that your grievance be reviewed by a grievance review panel consisting of staff employees. The Workforce Management Organization determines whether or not your grievance will be reviewed.

The panel’s review of a grievance is advisory only; it is not binding on the University. The purpose of the grievance review process is to obtain an impartial evaluation of the problem so that the parties involved can reach a mutually agreeable solution.

The grievance review procedure is available only to employees who have been employed with the University for at least six (6) months and who are categorized as regular full-time or regular part-time with benefits.

1. **Step 1**
   You have five (5) business days from receipt of a response from your department head in which to request review of a grievance. The grievance must be submitted in writing to the Workforce Management Organization. Upon receipt of the written grievance, the Workforce Management Organization will determine if there are reasonable grounds for a grievance review. You will be notified of the Office’s decision within five (5) business days of your submission of a grievance. If the Workforce Management Organization determines that your grievance raises issues of discrimination, harassment or retaliation, it will be handled in accordance with the Harassment Policy, which is detailed in Section II of this Handbook.

2. **Step 2**
   If the Workforce Management Organization determines there are reasonable grounds for a grievance review, it will appoint a grievance review panel. Both you and your supervisor may request that one member of the panel be replaced. The grievance review will be held within five (5) business days of the panel’s appointment.

The grievance review procedure is not a legal or judicial process, and is in no way binding on the University. It is a mechanism designed to obtain an impartial evaluation of the problem so that the parties involved can reach a mutually agreeable solution. In order to maintain its informal nature, you may not be represented by an attorney during the grievance review. You may be assisted by another University employee who is not an attorney. You and your department head will be present at the grievance review, and each will have the right to present information and to invite witnesses to appear. A representative of the Workforce Management Organization will be present to serve in an
advisory capacity. After the grievance review, the panel will meet in private to review the
information presented and make a recommendation. The panel generally will provide its
recommendation and other information it deems relevant to the Workforce Management
Organization within five (5) business days of the grievance review if circumstances so
permit.

3. **Step 3**
The Workforce Management Organization will notify you, your department head, and the
President of the University of the panel’s recommendation within five (5) business days
of its receipt of the recommendation.

4. **Step 4**
If you and your department head are satisfied with the panel’s recommendation, the
Workforce Management Organization will work with you to document and implement the
resolution. If you or your department head are not satisfied with the panel’s
recommendation, either of you may request, within five (5) business days after receipt of
the panel’s recommendation, review of the recommendation by the President of the
University. The President will make a determination regarding the grievance within a
reasonable time and notify the Workforce Management Organization in writing of this
determination. The Workforce Management Organization will notify you and your
department head in writing of the President’s determination generally within five (5)
business days of receipt from the President if circumstances so permit. The President’s
determination shall be final.

VI. OTHER POLICIES AFFECTING EMPLOYEES

A. Identification Cards and Badges

The University issues an identification card or badge to all employees. Access to certain facilities
and services is only available to employees, and the identification card or badge provides a
convenient means of determining your employment status.
You should carry your identification card or badge with you at all times while you are on
University premises. All employees of the Health Sciences Center are required to wear their
identification badge.

You should report a lost or damaged identification card or badge immediately so that a
replacement can be issued. You will be charged a replacement fee for a lost or damaged card or
badge. Employees on the uptown campus should report lost or damaged identification cards to the
Office of Card Services. Employees at the Health Sciences Center should report lost or damaged
identification badges to the Health Sciences Center Department of Public Safety.

Identification cards and badges are the property of the University and must be returned upon
termination of your employment.

B. Use of Computers and Networks
The University maintains a computing system for the academic and administrative use of faculty, staff and students. The University strives to provide a robust, resilient and reliable information technology infrastructure to enable excellence in scholarship and education through the effective and innovative use of computers and information technology.

The University’s computing systems and network are resources provided for all members of the University community. Because computing and network resources are shared, individuals should use the systems responsibly in pursuit of academic and administrative functions, and in doing so, are not to infringe on the rights, integrity or privacy of others or their data. In using the computing systems and network, individuals and groups must abide by the standards of lawful and ethical behavior.

Use of the University’s computing systems and network is a privilege which carries numerous obligations. By using the University’s computing systems and network, you agree to abide by the following user obligations:

1. **Responsible and lawful conduct.** By using the University’s computing systems and network, you agree that information you post on or distribute through the systems or network contains: no obscene or indecent material; no advertising material or promotional material promoting products and services; no material which constitutes libel, slander or invasion of privacy or publicity rights; no violation of copyrights or trademarks; no incitement to riot or violence; and no violation of federal, state or local law.

2. **Respect for the University’s computing systems and network administration.** You agree to use the systems and network in a way which promotes the University’s academic mission. Accordingly, you acknowledge and consent that, when it is necessary to perform systems administration or in order to protect the University’s legal interests, network administrators may access your files and data on the University’s computing systems and network. In addition, you consent to monitoring and review of your user id, user activity, files and data on the University’s systems and network, as well as the University’s right to “freeze” or remove access to any files or data which Tulane reasonably believes violates these user obligations.

3. **Responsible use of computing and networking.** You agree not to obstruct others’ work by using unnecessarily large amounts of system resources (such as disk space, output devices, CPU time, and network bandwidth) or deliberately causing any machine to crash or shut down. Being aware of the finite capacity of systems, you agree to limit your own use so as not to interfere unreasonably with the activity of other users.

4. **Respect for others’ resources.** Data, software and computer capacity have value that must be respected, and this value must be respected and preserved by each and every individual user. You agree not to give away your user id and password, for any reason, or under any circumstances. You agree not to use someone else’s account, either with or without permission. Individual accounts cannot be transferred to or used by another individual. You also agree that attempts to gain access to any account not belonging to you or to a system on which you are not an authorized user will be treated as a violation of University
policy, and your computing privileges may be revoked.

5. **Responsible use of bandwidth.** The University is committed to providing adequate network capacity for the academic and administrative computing needs of the University community. As desktop computers and servers have become a part of everyday life on campus, the volume of information transmitted through the University’s network has grown significantly. The growth in network use has increased the need for responsible use of the network resources, as excessive network traffic can interfere with the academic and administrative functions of the University. We ask that members of the University community employ good judgment in the use of the network. If the network is hindered by servers or computers using excessive bandwidth, those machines will be disconnected.

6. **Respect for Copyright.** Distribution of copyrighted material is a violation of federal law. In accordance with the Digital Millennium Copyright Act, the University, once notified of alleged copyright violations, will disconnect from the network the server or computer of the individual(s) involved. The individual who is distributing the copyrighted materials is responsible for any copyright infringement. Please see [tis.tulane.edu/Policies/Copyright.cfm](http://tis.tulane.edu/Policies/Copyright.cfm) for details on reporting copyright infringement.

7. **Respect for ownership of proprietary software.** You agree not to make unauthorized copies of licensed software, even when that software is not physically protected against copying.

You are given access to the University’s computing systems and network because they are tools to help you meet your academic goals. This access, however, is a privilege, not a right. Preventing others from fulfilling their academic or business-related goals by using the system irresponsibly is not permitted.
Examples of usage that could result in disciplinary action include, but are not limited to:

- Using computing or network resources for the purpose of harassing another individual or group
- Using computing or network resources for a commercial purpose
- Sending electronic chain mail or mass unsolicited email
- Maintaining a server that contains files for which you do not have proper permission to store or redistribute
- Altering e-mail or Usenet headers to hide the identity of the sender/poster or to attribute the e-mail or posting to someone other than the sender/poster
- Playing games on the network or shared computing resources for non-academic purposes
- Using talk, write or IRC (inter-relay chat) resources for non-academic purposes or in an abusive or frivolous manner
- Posting non-academic and/or inappropriate material to Usenet or a web site
- Using large amounts of disk space to store files not related to your academic pursuits
- Executing programs which have no useful purpose, thus taxing the system’s resources
- Attempting to gain access to any computing, network, academic or business resources which you are not authorized to use
- Sending or receiving e-mails or accessing websites that violate Tulane’s harassment, discrimination and retaliation policies

The University will hold responsible the owner of any account through which security violations or irresponsible use occurs. The University also reserves the right to withhold computing privileges from those who do not abide by the letter or intent of this policy. Violations of this policy by students shall be treated as violations of the Code of Student Conduct and will be referred to the Office of the Vice President for Student Affairs. Faculty and staff members who violate this policy will be subject to University disciplinary action.

C. Confidentiality

As an employee of Tulane University you may have access to Confidential Information belonging to Tulane or to individuals to whom Tulane owes an obligation of confidentiality. Confidential Information, in whatever form or medium (e.g. electronic, written) shall be accessed and used solely for purposes of performing your duties as a Tulane employee. Except for directory information or information publically available on Tulane’s website, Confidential Information includes Tulane University proprietary information and all employee and student related information and records. Examples of Confidential Information include:

- Names
- Addresses
- Phone numbers
- Social Security and Credit Card Numbers
- Enrollment records
- Student records, including grades
- Disciplinary records
- Student Financial Aid records
- Personnel, salary or payroll records
- Computer passwords
- Tulane University financial data and proprietary information
- Non-public law enforcement records
- Non-public donor and alumni information

This list is meant to be illustrative only. Employees shall use available physical, technological and administrative safeguards in accordance with University policies to protect the security of Confidential Information. Employees are responsible for complying with Information Security Policies which can be found on the IT Security website: http://security.tulane.edu.

Do not share Confidential Information with anyone who does not have a business need to access it. You should not, for example, leave the Information in plain view on your desk or on your monitor. If you must print out this information during the course of your work, you must shred it when you are done with it. On your computer, you must store all files that may contain Confidential Information on secure servers (such as Greenspace or Giza) when possible. Do not send Confidential Information via email unless you use Tulane's email encryption service. Instructions for encryption can be found at http://security.tulane.edu/Training/EmailEncryption/EmailEncryption.ppt. Never store Confidential Information on any form of removable media including smartphones, CD/DVD’s, flash/thumb drives, etc. Do not remove computers (including laptops) that contain Confidential Information from campus unless they have been encrypted.

If you are unsure whether you have Confidential Information or are unsure of the proper way to handle the information, please consult with your supervisor. If at any time you become aware of unauthorized access or disclosure of Confidential Information, promptly notify your supervisor.

Upon conclusion of an employee’s employment or of a student worker or volunteer’s service all Confidential Information shall be returned. No copies shall be retained and the employee shall relinquish all further access to and use of such Information.

This Policy shall apply to all employees, volunteers and student workers. Failure to abide by this policy may result in disciplinary action including termination.

If you have further questions or concerns you may contact the Information Security Office at 504-988-8500 or security@tulane.edu.

The addition of the Confidentiality section to the Staff Handbook is effective March 25, 2011.

D. Conflict of Commitment and Interest

Tulane University is committed to compliance with legal and ethical standards addressing conflicts of interest in the academic, administrative and research activities of the University. The University has therefore implemented a policy addressing conflicts of commitment and interest in the following four parts:
Part A – Policy of Tulane University on Conflicts of Commitment and Interest. This part of the policy applies to all employees of the University, certain researchers (whether or not University employees), and certain University subcontractors involved in research. This part establishes standards for identifying and responding to conflicts of commitment and interest.

- Part A-1 establishes basic standards applicable to all employees other than researchers involved in certain federally-funded research.
- Part A-2 establishes standards applicable to those employees, researchers and research subcontractors who are involved in certain federally-funded research. These standards include additional requirements to comply with the Public Health Service conflict of interest regulations.

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

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

Part D – Policy for Conflicts of Interest of Institutional Review Board Members and Research Oversight Officials. This policy applies only to members of the University institutional review board and certain other University personnel/staff who oversee research. This part, as applied to institutional review board members, assists the University in complying with federal laws precluding such members from participating in the review of research in which the member has a conflicting interest.

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

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

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

All terms in Bold are defined in this Part A of the policy.
I. Principles

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

This policy provides guidelines and mechanisms for identifying and addressing potential, actual or perceived Conflicts of Interest and Conflicts of Commitment to ensure that the University, Faculty, Staff, and certain other Investigators conduct research, academic and administrative activities in a fair and unbiased manner. An integral part of this policy is therefore disclosure by Faculty and Staff of their commitments, financial interests and activities. The guidelines and mechanisms, as applied to Faculty, Staff, and certain other Investigators participating in PHS-Funded Research, are intended to comply with the PHS-Funded Research conflict of interest regulations outlined at 42 C.F.R. Part 50 Subpart F and should be interpreted consistent with those regulatory requirements and any implementing guidance.

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

II. Conflict of Commitment

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

III. Conflict of Interest

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

A Conflict of Interest depends on the situation and not on the character of the individual. For example, Faculty or Staff who make decisions about purchasing or contracting for goods or services received by the University should not have relationships with, or Financial Interests in, outside Vendors or suppliers that conflict with, or appear to conflict with, their duty to act in the University’s best interests when purchasing or contracting on behalf of the University.

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

IV. General Definitions and Descriptions

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

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

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

B. Designated Officials: The designated officials of the University for purposes of reviewing, administering and implementing Conflicts of Interest determinations shall be
the President, the Senior Vice President for Academic Affairs and Provost, the Senior Vice President and Dean of the School of Medicine, the Deans and the Vice Deans of the Schools of Medicine, Public Health and Tropical Medicine, Architecture, Business, Science and Engineering, Newcomb-Tulane College, Law, Liberal Arts, Social Work, and Continuing Studies, the Director of the Tulane National Primate Research Center, the Vice President for Research, the Senior Vice President for Operations and Chief Financial Officer, the Executive Vice President for University Relations, the Chief of Staff and Vice President for Administrative Services and the General Counsel. Chairs of the IACUC, IRB and other University administrators may be called upon, as needed, by the Senior Vice Presidents or by the COI Committee for specific purposes.

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

D. **Financial Interest:** Any of the following received by an individual *in any capacity or for any reason*:

1. Any payment received from or equity interest held in a publicly traded entity during the 12-month period prior to the disclosure with a value that, in the aggregate, exceeds $5,000;

2. Any payment received from a non-publicly traded entity during the 12-month period prior to the disclosure with a value that, in the aggregate, exceeds $5,000;

3. Any equity interest in a non-publicly traded entity;

4. Income generated from intellectual property rights and interests, unless paid by the University to an individual employed or appointed by the University;

5. Reimbursed or sponsored travel with a value that exceeds $5,000, unless reimbursed or sponsored by the University or a federal, state or local government agency, an institution of higher education as defined in 20 U.S.C. § 1001(a), an academic teaching hospital, a medical center or research institute affiliated with an institution of higher education. There is no dollar threshold for reimbursed or sponsored travel for Faculty and Staff who are Investigators for PHS-Funded Research, Affiliated PHS Investigators (as defined below in Part A-2) or Subrecipient PHS Investigators (as defined below in Part A-2).

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

A **Financial Interest** does not include: income from investments in which the day-to-day control of investments is held by a person not subject to this policy or any other University conflict of interest policy; remuneration paid by the University to the individual if the individual is employed or appointed by the University; or income from
teaching, seminars or lectures paid by a federal, state or local government agency, an institution of higher education as defined in 20 U.S.C. § 1001(a), an academic teaching hospital, a medical center or research institute affiliated with an institution of higher education.

E. **Immediate Family:** Spouse or domestic partner, children (including adoptees) and other dependents. Because of strict conflict of interest rules required by federal and state law, the definition of Immediate Family for a member of the Tulane University Medical Group and for other health care providers is broader than the definition for other Faculty and Staff members. Members of the Tulane University Medical Group or other health care providers must refer to Part B of this policy for the definition of Immediate Family.

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

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

H. **Leadership Role:** Employment, consulting in any administrative or executive capacity, or serving as (i) a member of a board of trustees, directors or administrators, (ii) an officer or (iii) a member of an advisory committee, advisory board or subcommittee of a board of trustees, directors or administrators, whether compensated or non-compensated.

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

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

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

L. **Secondary Commitment:** Activities that are not part of the Primary Commitment, which include but are not limited to employment, consulting or participation in outside businesses or organizations. The time, energy and loyalty that any Faculty or Staff dedicates to outside Leadership Roles and other compensated or non-compensated extramural activities. Secondary Commitments do not include personal activities conducted on holidays, vacations and weekends.
M. **Staff:** Persons holding non-academic employment with the University.

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

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**PART A-1**

**STANDARDS APPLICABLE TO FACULTY AND STAFF OTHER THAN INVESTIGATORS INVOLVED IN PHS-FUNDED RESEARCH**

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I. **Scope**

These standards apply to **Faculty** and **Staff** other than those **Investigators** who are involved in PHS-Funded Research.

II. **Process**

A. **Timing**

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

1. All **Faculty** and **Staff** must complete Form A by January 31 of each year.

2. Newly hired or affiliated **Faculty** and **Staff** must submit Form A within 60 days of employment or association, and must thereafter comply with the annual filing deadline of January 31.

B. **Information Required**

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

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

C. Submission of Forms

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

D. Review by the COI Committee

(1) Timing

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

(b) Review of New and Updated Disclosure Forms. Within 60 days of receiving an updated disclosure form or a disclosure form from a newly hired Faculty or Staff member, the COI Committee will complete its review and determination as to whether a Conflict of Commitment or Conflict of Interest exists and implement a management plan if necessary.

(2) Nature of Review

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

(b) Guidelines. The University will maintain guidelines for the COI Committee to assist the committee in assessing whether any Conflict of Commitment or Conflict of Interest exists. The guidelines will be developed and updated by COI Committee.

(3) Response

(a) Generally. If the COI Committee determines that an actual Conflict of Commitment or Conflict of Interest exists, then the COI Committee will
endeavor to work with Faculty or Staff members to manage, reduce or eliminate the Conflict of Commitment or Conflict of Interest.

(b) Compelling and Necessary Exceptions. The COI Committee may consider “compelling and necessary” exceptions that would allow Faculty or Staff members for whom an actual Conflict of Commitment or Conflict of Interest has been determined to exist to maintain their Leadership Role, Secondary Commitment or Financial Interest with appropriate oversight and controls to safeguard the reputations and integrity of the University and its Faculty and Staff.

E. Management or Elimination of Conflicts

(1) Generally. The COI Committee will develop and implement a management plan to manage, reduce or eliminate any identified Conflicts of Commitment or Conflicts of Interest. While the COI Committee will endeavor to work with the Faculty or Staff member in developing the management plan, the COI Committee may require, if necessary, that the Faculty or Staff member comply with a particular management plan for managing a conflict.

(2) Management Plan. The management plan developed by the COI Committee will be based upon an assessment of the nature, scope and severity of the Conflict of Commitment or Conflict of Interest. The primary methods of controlling or managing conflicts shall include:

(a) Modifying the University employment or research responsibilities of the conflicted Faculty or Staff member;

(b) Disclosing the conflicting Leadership Role, Secondary Commitment or Financial Interest to the public, for example, during conference presentations and/or in journals and other publications;

(c) Reducing the conflict by reducing or altering the Leadership Role, Secondary Commitment or Financial Interest (e.g., partial divestiture or sequestration of one or more Financial Interests, reduction of time spent in furtherance of one or more Leadership Roles or Secondary Commitments);

(d) Eliminating the conflict by eliminating the Leadership Role, Secondary Commitment or Financial Interest (e.g., total divestiture or sequestration of one or more Financial Interests, resignation from one or more Leadership Roles or Secondary Commitments).

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

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

G. Appeal of the COI Committee Decision

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

III. Audit and Sanctions for Non-Compliance

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

IV. Confidentiality

All financial and other confidential information disclosed by a Faculty or Staff member pursuant to this policy will be maintained in strict confidence. The COI Committee may disclose such information only to other University administrators defined as Designated Officials or personnel within the Office of Sponsored Projects Administration to carry out the purpose of this policy. No other uses or disclosures of the financial and other confidential information of any Faculty or Staff member will be permitted, unless required by law.
PART A-2
STANDARDS APPLICABLE TO INVESTIGATORS INVOLVED IN PHS-FUNDED RESEARCH

I. Scope

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

II. Communication and Training

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

These Investigators will also receive training on these topics: (i) immediately upon employment or association with the University; (ii) every four years afterwards; (iii) when this policy is revised; and (iv) if and when the University finds that a Faculty, Staff or Affiliated PHS Investigator is non-compliant with this policy or with a management plan implemented to address a PHS Financial Conflict of Interest (as defined below).

III. Process

A. Timing

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

(1) All Faculty, Staff and Affiliated PHS Investigators must complete Form A by January 31 of each year.

(2) Newly hired or Faculty, Staff and Affiliated PHS Investigators must submit Form A within 60 days of employment or association, and must thereafter comply with the annual filing deadline of January 31.

(3) Any Faculty, Staff or Affiliated PHS Investigators must promptly, but no later than 30 days, after the acquisition or discovery of any new Leadership Role, Secondary Commitment or Financial Interest or the material modification of any Leadership Role, Secondary Commitment or Financial Interest provide an updated Form A.
(4) Faculty, Staff or an Affiliated PHS Investigator planning to participate in PHS-Funded Research must have submitted an up-to-date Form A prior to the submission of an application for PHS-Funded Research.

B. Information Required

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

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

C. Submission of Forms

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

D. Review by the COI Committee

(1) Timing

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

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

(c) PHS-Funded Research. The COI Committee must review current disclosure forms and reports prior to the expenditure of any funds for PHS-Funded Research.

(2) Nature of Review

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

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

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

(3) Response

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

(b) Compelling and Necessary Exceptions. The COI Committee may consider “compelling and necessary” exceptions that would allow Faculty or Staff members or Affiliated PHS Investigators for whom an actual Conflict of Commitment or Conflict of Interest has been determined to
exist to maintain their Leadership Role, Secondary Commitment or Financial Interest with appropriate oversight and controls to safeguard the reputations and integrity of the University and its Faculty, Staff and Affiliated PHS Investigators.

E. Management or Elimination of Conflicts

(1) Generally. The COI Committee will develop and implement a management plan to manage, reduce or eliminate any identified Conflicts of Commitment or Conflicts of Interest. While the COI Committee will endeavor to work with the Faculty, Staff or Affiliated PHS Investigator in developing the management plan, the COI Committee may require, if necessary, that Faculty, Staff or Affiliated PHS Investigator to comply with a particular management plan for managing a conflict. The management plan must be implemented before the expenditure of any funds under a PHS-Funded Research project.

(2) Management Plan. The management plan developed by the COI Committee will be based upon an assessment of the nature, scope and severity of the Conflict of Commitment or Conflict of Interest. The primary methods of controlling or managing conflicts shall include:

(a) Modifying the University employment or research responsibilities of the conflicted Faculty, Staff or Affiliated PHS Investigator;

(b) Disclosing the conflicting Leadership Role, Secondary Commitment or Financial Interest to the public, for example, during conference presentations and/or in journals and other publications;

(c) Reducing the conflict by reducing or altering the Leadership Role, Secondary Commitment or Financial Interest (e.g., partial divestiture or sequestration of one or more Financial Interests, reduction of time spent in furtherance of one or more Leadership Roles or Secondary Commitments);

(d) Eliminating the conflict by eliminating the Leadership Role, Secondary Commitment or Financial Interest (e.g., total divestiture or sequestration of one or more Financial Interests, resignation from one or more Leadership Roles or Secondary Commitments).

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

If the University identifies a Financial Interest of Faculty, Staff or an Affiliated PHS Investigator that was not timely disclosed or reviewed in accordance with this policy, the following actions must occur within 60 days: (i) the Faculty, Staff or Affiliated PHS Investigator must fully disclose the Financial Interest to the COI Committee through the submission of an updated Form A; (ii) the COI Committee must review the Financial Interest and determine whether the disclosed Financial Interest is: (1) related to PHS-Funded Research and (2) a PHS Financial Conflict of Interest; and (iii) the COI Committee must implement a management plan if necessary.

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

G. Reporting of Conflicts

(1) PHS-Funded Research. The Office of Sponsored Projects Administration will provide to the Public Health Service entity funding any PHS-Funded Research project an initial report on any PHS Financial Conflict of Interest as follows: (i) prior to the expenditure of funds for a PHS-Funded Research project (unless the Conflict of Interest is eliminated before such expenditure); (ii) within 60 days of any such Conflict of Interest arising in an on-going PHS-Funded Research project; and (iii) as required under Section III.F (Expedited Action). The Office of Sponsored Projects Administration will provide an annual update on previously reported Conflicts of Interest for the duration of the PHS-Funded Research project.

The initial report will identify: (i) the PHS-Funded Research project and the Faculty, Staff or Affiliated PHS Investigator; (ii) the entity with which the Financial Interest is held; (iii) the nature and value of the Financial Interest; (iv) how the Financial Interest relates to the PHS-Funded Research project and the basis for the determination that a PHS Financial Conflict of Interest exists; and (v) a description of the management plan in place to address the PHS Financial Conflict of Interest.

Information to be reported concerning the management plan will include: (i) the role and duties of the Faculty, Staff or Affiliated PHS Investigator with the Conflict of Interest; (ii) the conditions of the management plan; (iii) how the management plan will protect the research from bias; (iv) the Faculty, Staff or Affiliated PHS Investigator’s agreement to the management plan; and (v) how the management plan will be monitored.
Annual updates to the report will include information on the current status of the PHS Financial Conflict of Interest and any changes to the management plan.

(2) Public Disclosure. If Faculty, Staff or Affiliated PHS Investigator of a PHS-Funded Research project who is the project director, principal investigator or otherwise identified by the University as senior/key personnel on the grant application has a PHS Financial Conflict of Interest, the University will publicly disclose certain information about the interest prior to the expenditure of any funds for the PHS-Funded Research. The University will make the following information available (either by posting the information on its website or providing in writing within five days in response to a request): (i) the name, title and role of the individual with the Financial Interest; (ii) the entity with which the Financial Interest is held; and (iii) the nature and approximate value of the Financial Interest. Information posted on the University website will remain available for three years and will be updated annually and within 60 days of the receipt of any new information.

H. Other Reporting and Corrective Action

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

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

I. PHS Subrecipients

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

**J. Certification**

The Office of Sponsored Projects Administration is responsible for certifying to the Public Health Service that the University: (i) has a written, up-to-date and enforced administrative process to manage Conflicts of Interest; (ii) promotes and enforces **Faculty, Staff or Affiliated PHS Investigator** compliance and manages Conflicts of Interest; (iii) provides on-going reports to the Public Health Service; (iv) agrees to make information concerning **Faculty, Staff or Affiliated PHS Investigator** disclosures and review of the disclosures available to the U.S. Department of Health and Human Services upon request; and (v) fully complies with federal regulations at 42 C.F.R. Part 50 Subpart F.

**K. Appeal of the COI Committee Decision**

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

**IV. Audit and Sanctions for Non-Compliance**

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

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

VI. Record Retention

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

VII. Additional Definitions

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

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

C. PHS Financial Conflict of Interest: A Financial Interest of a PHS Investigator that could directly and significantly affect the design, conduct or reporting of PHS-Funded Research.

D. Retrospective Review: Review of PHS-Funded Research when non-compliance has been found. Documentation of a Retrospective Review will include: the number and title of the research project; the names of project director or lead PHS Investigator and the PHS Investigator with the Conflict of Interest; the name of the entity with which the PHS Investigator has the Conflict of Interest; the reason for the Retrospective Review; detailed methodology of how the Retrospective Review was conducted; and the findings and conclusions of the Retrospective Review.
E. **PHS Subrecipient:** An individual or legal entity that is a subrecipient, subcontractor or consortium member under a *PHS-Funded Research* project for which the University is the prime recipient or direct contractor.

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

**PART B**

**POLICY OF TULANE UNIVERSITY ON CONFLICTS OF COMMITMENT AND INTEREST**

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

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

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

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

**PART C**

**CONFLICTS OF INTEREST FOR INVESTIGATORS IN HUMAN SUBJECTS RESEARCH**

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

I. **Applicability**

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

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

Consistent with federal laws and the ethical principles of human subjects research, the University seeks to ensure that its Investigators can carry out their responsibilities to protect the rights and welfare of human subjects participating in research projects at the University. Since the University recognizes that real, potential and apparent Conflicts of Interest may occur during research, this policy is intended to assist Investigators in determining when they have Conflicts of Interest in research, and to guide them in disclosing all potential conflicts and in cooperating with the management or elimination of the conflicts, where necessary. The guidelines and mechanisms, as applied to Investigators and Subrecipient PHS Investigators (as defined below) participating in PHS-Funded Research, are intended to comply with the PHS-Funded Research conflict of interest regulations outlined at 42 C.F.R. Part 50 Subpart F and should be interpreted consistent with those regulatory requirements and any implementing guidance.

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

III. Communication and Training

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

These Investigators will also receive training on these topics: (i) immediately upon employment or association with the University; (ii) every four years afterwards; (iii) when this policy is revised; and (iv) if and when the University finds that an Investigator is non-compliant with this policy or with a management plan implemented to address a Conflict of Interest.
IV. Process

A. Timing

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

   (a) All Investigators must complete Form C by January 31 of each year.

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

   (c) Any Investigator must promptly, but no later than 30 days, after the acquisition or discovery of any new Leadership Role or Research Financial Interest or the material modification of any Leadership Role or Research Financial Interest provide an updated Form C.

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

(2) Other Disclosures.

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

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

B. Information Required

Form C requires Investigators to report any and all Leadership Roles and Research Financial Interests. In addition, this form requires Investigators to report any and all Leadership Roles and Research Financial Interests that the Investigator’s Immediate Family\(^1\) may have in any research or health care-related organization, including any not-for-profit or tax-exempt health-care related companies or foundations.\(^2\) Further information may be requested by the COI Committee if necessary. Investigators must append to Form C a copy of every report of their Research Financial Interests that they are required to submit to any Sponsor of research.\(^3\)

C. Submission of Forms

Investigators must submit completed disclosure forms through an electronic online process. The online submissions are forwarded to their department chair or the dean if the unit does not have a departmental chair structure. Chairs or deans will review and submit the completed Form C to the University’s COI Committee. A list of names of individuals who have not provided the required Form C will be forwarded to the Senior Vice President responsible for their unit.

D. Review by the COI Committee

(1) Timing

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

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\(^1\) As required by law, the term Immediate Family is defined differently for members of the Tulane University Medical Group and other health care providers. Such members and health care providers must refer to the definition of Immediate Family that can be found in Part B of this Policy regarding such definition. The applicable definition of Immediate Family for all other Investigators can be found in the Definitions section of Part A of this Policy.

\(^2\) All Investigators currently conducting research must complete and file an initial Conflicts of Commitment and Interest Disclosure Form, including Form C. In the case of an Investigator’s receipt of Research Financial Interests from any research or health care-related organization, the University may request disclosure from such organization(s) to determine the source of the Research Financial Interests.

\(^3\) This includes, but is not limited to, financial disclosure reports that must be made to Sponsors pursuant to regulations of the United States Food and Drug Administration.
(b) **Review of New and Updated Disclosure Forms.** Within 60 days of receiving an updated disclosure form or a disclosure form from a newly hired or affiliated Investigator, the **COI Committee** will complete its review, determine whether a Conflict of Interest exists and implement a management plan if necessary.

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

(d) **PHS-Funded Research.** The **COI Committee** must review current disclosure forms and reports prior to the expenditure of any funds for **PHS-Funded Research**.

(2) **Nature of Review**

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

(b) **PHS-Funded Research.** The **COI Committee** will additionally review the disclosures of Investigators involved in **PHS-Funded Research** to determine whether any Research Financial Interest is: (i) related to PHS-Funded Human Subjects Research; and (ii) a PHS Financial Conflict of Interest (as defined below). If the Financial Interest could be affected by the PHS-Funded Human Subjects Research project or is held in an entity whose Financial Interest could be affected by the PHS-Funded Human Subjects Research project, the Financial Interest will be considered related to the PHS-Funded Human Subjects Research project.

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

(3) **Response**
(a) **Generally.** If the COI Committee determines that an actual Conflict of Interest exists, then the COI Committee will endeavor to work with Investigators to manage, reduce or eliminate the Conflict of Interest.

(b) **Compelling and Necessary Exceptions.** The COI Committee may consider “compelling and necessary” exceptions that would allow an Investigator with an actual Conflict of Interest related to Research Financial Interests or Leadership Roles to conduct research, with appropriate oversight, at the University. This may be allowed to occur, for example, in circumstances where the Investigator has special expertise regarding the particular drug, device or method under investigation that uniquely qualifies that Investigator to conduct the investigation; where the University has special facilities or equipment that are unavailable at most other institutions in the United States that allow or facilitate the proposed research; and/or where the Investigator or the University is particularly well situated to enroll study subjects because of the patient population of University-affiliated health care providers or of that Investigator himself or herself.

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

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

**E. Management or Elimination of Conflicts**

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

(2) **Management Plan.** The COI Committee’s findings and/or management strategy will be based upon an assessment of the seriousness of the Conflict of Interest, and the likelihood that the Conflict of Interest could in fact influence persons to make inappropriate, unfair or unwise decisions in their conduct or oversight of human subjects research. The primary methods of controlling or managing Conflicts of Interest may include:

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

(b) Appointment of an independent monitor capable of taking measures to protect the research from bias resulting from the conflict;

(c) Providing independent monitoring of the subject recruitment and/or informed consent processes;

(d) Requiring independent monitoring and oversight of subject-researcher interactions, data gathering, data analysis, and/or data reporting;

(e) Modifying the research plan;

(f) Eliminating the conflict by: changing the responsibilities of conflicted Investigators; referring the study to non-conflicted Investigators at the University; or referring the study to another site at which Investigators are not conflicted;

(g) Eliminating the conflict by divesting or sequestering the conflicting Research Financial Interest or eliminating the Leadership Role;

(h) Requiring that investments posing a Conflict of Interest in a research study be “frozen” for a designated period of time lasting beyond the termination of the study, with the Investigator allowed neither to sell nor transfer those interests until the end of that time period, thus providing for a forced segregation of the research study and its results from the Investigator’s conflicting Research Financial Interest;

(i) Arranging for review of all adverse events, including review of subject records on a comprehensive, periodic or sampled basis to assure that reports of adverse events have been timely and properly made; and/or

(j) Adopting procedures for a routine periodic updating of information relating to the Conflict of Interest, if it appears that the Conflict of Interest might change in any appreciable way over the course of a research study.

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

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

F. Expedited Action

If the University identifies a Research Financial Interest of and Investigator involved in PHS-Funded Human Subjects Research that was not timely disclosed or reviewed in accordance with this policy, the following actions must occur within 60 days: (i) the Investigator must fully disclose the Research Financial Interest to the COI Committee through the submission of an updated Form C; (ii) the COI Committee must review the Research Financial Interest and determine whether the disclosed Research Financial Interest is: (1) related to the human subjects research and (2) a Conflict of Interest; and (iii) the COI Committee must implement a management plan if necessary.

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

G. Reporting of Conflicts

(1) PHS-Funded Human Subjects Research. The Office of Sponsored Projects Administration will provide to the Public Health Service entity funding any PHS-Funded Human Subjects Research project an initial report on the Conflict of Interest as follows: (i) prior to the expenditure of funds for a PHS-Funded Human Subjects Research project (unless the Conflict of Interest is eliminated before such expenditure); (ii) within 60 days of any such Conflict of Interest arising in an on-going PHS-Funded Human Subjects Research project; and (iii) as required under Section IV.F (Expedited Action). The Office of Sponsored Projects Administration will provide an annual update on previously reported Conflicts of Interest for the duration of the PHS-Funded Human Subjects Research project.

The initial report will identify: (i) the PHS-Funded Human Subjects Research project and Investigator; (ii) the entity with which the Research Financial Interest is held; (iii) the nature and value of the Research Financial Interest; (iv) how the Research Financial Interest relates to the PHS-Funded Human Subjects Research project and the basis for the determination that a Conflict of Interest exists; and (v) a description of the management plan in place to address the Conflict of Interest.
Information to be reported concerning the management plan will include: (i) the role and duties of the Investigator with the Conflict of Interest; (ii) the conditions of the management plan; (iii) how the management plan will protect the research from bias; (iv) the Investigator’s agreement to the management plan; and (v) how the management plan will be monitored.

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

(2) Public Disclosure. If the Investigator of a PHS-Funded Human Subjects Research project who is the project director, principal investigator or otherwise identified by the University as senior/key personnel on the grant application has a Conflict of Interest, the University will publicly disclose certain information about the interest prior to the expenditure of any funds for the PHS-Funded Human Subjects Research. The University will make the following information available (either by posting the information on its website or providing in writing within five days in response to a request): (i) the name, title and role of the individual with the Research Financial Interest; (ii) the entity with which the Research Financial Interest is held; and (iii) the nature and approximate value of the Research Financial Interest. Information posted on the University website will remain available for three years and will be updated annually and within 60 days of the receipt of any new information.

H. Other Reporting and Corrective Action

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

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

I. PHS Subrecipients

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

J. Certification

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

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

K. Appeal of the COI Committee Decision

(1) Generally. Investigators who disagree with the COI Committee’s findings and/or management strategy may appeal in writing to the Senior Vice President responsible for that Investigator’s unit. A copy of the appeal must be sent to the COI Committee. The COI Committee will promptly notify the IRB of the appeal. The applicable Senior Vice President may agree with the COI Committee’s findings and/or management strategy, or may amend such findings and/or strategy by, for example, strengthening or weakening the management strategies. The applicable Senior Vice President shall promptly notify the Investigator and the COI Committee of the conclusions of his or her review. The COI Committee will forward to the IRB a revised copy of its findings and management strategy should these require amendment as a result of the appeal. The IRB shall suspend its ultimate determination regarding the study pending the resolution of the appeal.
(2) **IRB Review.** The IRB shall review the findings and management strategies of the applicable Senior Vice President when there has been an appeal. The IRB may accept the management strategies, or may strengthen them. If the IRB elects to strengthen the management strategies, it must document its reasons for doing so and submit a copy of its written report to the COI Committee and to the applicable Senior Vice President. The IRB must promptly notify the Investigator in writing of its determination regarding the Investigator’s real or perceived Conflict of Interest, who must then comply with the management strategies as modified by the IRB.

V. Audit and Sanctions for Non-Compliance

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

VI. Confidentiality

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

VII. Record Retention

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

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

B. PHS Financial Conflict of Interest: A Financial Interest of a PHS Investigator that could directly and significantly affect the design, conduct or reporting of PHS-Funded Research.

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

D. PHS Subrecipient: An individual or legal entity that is a subrecipient, subcontractor or consortium member under a PHS-Funded Research project for which the University is the prime recipient or direct contractor.

E. Research Financial Interest:

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

(2) Royalties on any patent or other intellectual property interests, unless paid by the University;

(3) Income, salary or remuneration in cash or in kind, emoluments, benefits, gifts, honoraria, travel expenses, goods or services received from a Sponsor or research or health care-related organization.

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

Please note that a Research Financial Interest has no dollar or ownership thresholds; therefore, any interest related to a Sponsor or to the research must be disclosed, however small.
F. **Retrospective Review:** Review of PHS-Funded Research when non-compliance has been found. Documentation of a Retrospective Review will include: the number and title of the research project; the names of project director or lead Investigator and the Investigator with the Conflict of Interest; the name of the entity with which the Investigator has the Conflict of Interest; the reason for the Retrospective Review; detailed methodology of how the Retrospective Review was conducted; and the findings and conclusions of the Retrospective Review.

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

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

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**PART D**

**POLICY FOR CONFLICTS OF INTEREST OF INSTITUTIONAL REVIEW BOARD MEMBERS AND RESEARCH OVERSIGHT OFFICIALS**

All terms in **Bold** are defined either at the end of the Tulane University Conflict of Commitment and Interest Policy or this Policy.

I. **Applicability**

This policy applies to Research Oversight Officials (as defined below), which includes, but is not limited to, Institutional Review Board (“IRB”) Members and members of other institutional bodies responsible for research oversight at Tulane University. This policy defines Research Oversight Officials to include all personnel and staff of any institutional office or body at the University who perform research oversight functions in which they exercise professional or administrative-level discretion.

II. **Principles**

Federal law requires that IRB Members not have any conflicting interests in the research that they review. The University is concerned, as are various professional organizations, with the possible influence of such Research Financial Interests (as defined below) on research integrity and on the safety and welfare of human subjects involved in research protocols regardless of the source of research funding. The University is also concerned with any Leadership Roles (as defined below) that may be held by IRB Members in any entities that sponsor research, or that perform support, marketing, recruitment, data analysis or FDA liaison activities for research. The University’s policies therefore incorporate those concerns as well.
Consistent with federal laws and the ethical principles of human subjects research, Tulane University seeks to ensure that its Research Oversight Officials can carry out their responsibilities to protect the rights and welfare of human subjects participating in research projects at the University. Since the University recognizes that real, potential and apparent Conflicts of Interest may occur during research, this policy is intended to assist IRB Members as well as other Research Oversight Officials in determining when they have Conflicts of Interest in research and to guide them in disclosing all potential conflicts and then, as appropriate, cooperating in the management or elimination of the conflicts. While this policy governs the Conflicts of Interest of IRB Members and other Research Oversight Officials at the University, it does not regulate disputes between two or more individuals, nor disputes between one or more individuals and the University. Such disputes are to be resolved according to the University’s established dispute resolution procedures.

Because IRB Members and other Research Oversight Officials have primary responsibility for protecting the safety and welfare of human subjects participating in research at the University, it is the policy of the University that IRB Members and Research Oversight Officials, may not review any research protocol in which a decision to approve or disapprove the protocol could affect the IRB Member’s or Research Oversight Official’s or their Immediate Family’s Research Financial Interests. In particular, IRB Members and Research Oversight Officials may not have Research Financial Interests in any research sponsor or health-care related organization, nor any Leadership Roles in any research sponsor or research-related organization that could affect their review of research.

III. Process

A. Disclosure

All IRB Members and Research Oversight Officials must complete Form D of the Conflicts of Commitment and Interest Disclosure Form. This form must be submitted to the member or official’s department chair or dean in accordance with the process described in the Tulane University Policy on Conflicts of Commitment and Interest and must be updated on an annual basis (by January 31 of each year) for as long as the IRB Member or Research Oversight Official continues to supervise research at the University. IRB Members and Research Oversight Officials who are newly hired by or affiliated with the University must submit Form D of the Disclosure Form prior to beginning their research oversight duties, and must thereafter comply with the January 31 filing deadline. IRB Members and Research Oversight Officials must indicate upon the form any and all Research Financial Interests and/or Leadership Roles

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4 As required by law, the term Immediate Family is defined differently for members of the Tulane University Medical Group and other health care providers. Such members and health care providers must refer to the definition of Immediate Family that can be found in the addendum to the University’s Policy on Conflicts of Commitment and Interest regarding such definition. The applicable definition of Immediate Family for all other Faculty and Staff members can be found in the Definitions section of that Policy.

5 IRB Members and other Research Oversight Officials who are also Investigators must complete Form C of the Annual Conflicts of Commitment and Interest Disclosure Form in their capacity as Investigator, and Form D in their capacity as a member of the University’s research oversight personnel. Please see Tulane’s Conflicts of Interest Policy for Investigators in Human Subjects Research.
they or their Immediate Family may have in any research or health care-related organization, including any not-for-profit or tax exempt health care-related companies or foundations. IRB Members and Research Oversight Officials must also indicate whether any of their Leadership Roles could affect, or appear to affect, their review of any particular research projects.

B. Updating

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

C. Confidentiality

All financial and other confidential information disclosed by Faculty and Staff to the individuals described in Paragraph (1) will be maintained in strict confidence. The COI Committee may need to disclose information to other University administrators defined as Designated Officials in this Policy to carry out the purpose of this policy. No other uses or disclosures of the financial and other confidential information of a Faculty and Staff member will be permitted, unless required by law.

D. Review by the COI Committee

As promptly as practicable after the January 31 filing deadline, the COI Committee will review Form D of the Disclosure Form of the IRB Member or Research Oversight Official to make certain that the IRB Member or Research Oversight Official does not possess any research or health care-related Research Financial Interests, or any Leadership Roles that could affect the Member’s or Official’s review of research. If the COI Committee concludes that the IRB Member or Research Oversight Official is devoid of any such Research Financial Interests and that the Member or Official does not possess any Leadership Roles that could affect the Member’s or Official’s review of research, then the matter will go no further. If, however, the COI Committee concludes that the IRB Member or Research Oversight Official possesses one or more Research Financial Interests, and/or that the Member or Official holds one or more Leadership Roles that could affect the Member’s or Official’s review of research, then the COI Committee will promptly inform the Member or Official in writing of its determination and of the remedies that must be taken by the Member or Official to fall into compliance. A Conflict of Interest will be deemed to exist per se if the IRB Member or Research Oversight Official is an inventor or co-inventor of a product or method in a study undergoing review or continuing review by that Member or Official, and/or where the IRB Member or Research Oversight Official is, or expects to be included as, an author on any publication relating to the study under review.

E. Management or Elimination of Conflicts of Interests

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

**F. Recusal**

**IRB Members** and **Research Oversight Officials** must recuse themselves from reviewing a research protocol whenever they self-identify themselves as possessing a Conflict of Interest in relation to that protocol, and whenever they have been directed to do so by the **COI Committee** (or the Senior Vice President in the case of an appeal). In all cases, recusal must occur before the discussion of, and vote on, the research protocol in relation to which the **IRB Member** or **Research Oversight Official** has a Conflict of Interest. Nevertheless, the **IRB Member** or **Research Oversight Official** may remain in the room prior to the discussion or vote in order to provide information relating to the protocol, and may, if he or she is an inventor and/or serves as an **Investigator** on that protocol, present or assist in presenting the protocol to the **IRB Members**.

**G. Appeal of COI Decision**

An **IRB Member** or **Research Oversight Official** who disagrees with the **COI Committee’s** findings and/or management strategy may appeal in writing to the Senior Vice President responsible for the research. A copy of the appeal must be sent to the **COI Committee**. An appeal may lie in regard to whether the **IRB Member’s** or **Research Oversight Official’s Leadership Role** is likely to affect his or her review of research, but **IRB Members** and **Research Oversight Officials** may not contest the terms and conditions of this policy (e.g., they may not contest the prohibition on **Research Financial Interests**, nor the remedy for such interests). The applicable Senior Vice President may agree with the **COI Committee’s** findings and/or management strategy, or may amend such findings and/or management strategy, by for example, strengthening or weakening the management strategy. The applicable Senior Vice President shall promptly notify the **IRB Member** or **Research Oversight Official** and the **COI Committee** in writing of the conclusions of his or her review, including the actions that must be taken by the **IRB Member** or **Research Oversight Official** to comply with this policy. Upon
receipt of the applicable Senior Vice President’s written report, the IRB Member or Research Oversight Official must promptly comply with the actions specified in that report.

IV. Audits and Sanctions for Non-Compliance

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

V. Additional Definitions

A. Leadership Role: Employment, consulting in any administrative or executive capacity, or serving as (i) a member of a board of trustees or board of directors, (ii) an officer, or (iii) a member of an advisory committee, advisory board or subcommittee of a board of trustees or a board of directors, whether remunerated or non-remunerated, in a research Sponsor or research-related organization.

B. Research Financial Interest:

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

(2) Royalties on any patent or other intellectual property interests, unless paid by the University;

(3) Income, salary or remuneration in cash or in kind, emoluments, benefits, gifts, honoraria, travel expenses, goods or services received from a Sponsor or research or health care-related organization.

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

Please note that a Research Financial Interest has no dollar or ownership thresholds; therefore, any interest related to a Sponsor or to the research must be disclosed, however small.
C. **Research Oversight Official:** Personnel and staff of any institutional office or body at the University who perform research oversight functions in which they exercise professional or administrative-level discretion. All **Designated Officials** in the policy of Tulane University on Conflicts of Commitment and Interest are also **Research Oversight Officials**. An **Investigator** is not a **Research Oversight Official** simply because the investigator is an **Investigator**.

D. **Sponsor:** The entity that is sponsoring or funding the research and the entity’s affiliates and subsidiaries, and any entity that monitors research, collects or arranges data for research or otherwise performs any services related to or supporting research, including assisting in applications or responses to the United States Department of Health and Human Services and/or the United States Food and Drug Administration.

The update to the Conflict of Commitment and Interest section of the Staff Handbook is effective August 24, 2012.

E. **Policy on Consensual Relationships**

Preamble

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

Acts or allegations of harassment shall be handled in accordance with the University’s Harassment Policy, which shall take precedence over this policy with respect to such acts or allegations. Acts or allegations regarding nepotism shall be handled in accordance with the University’s Nepotism Policy, which shall take precedence over this policy with respect to such acts or allegations.
A. Policy

Those employed by the University shall not engage in consensual relationships with students relative to whom they hold a position of authority (see definition below) in such matters as instructing or otherwise evaluating, supervising, or advising the student as part of any school program or activity, whether academic or non-academic.

Should a consensual relationship develop between a person in a position of authority and a student, the person in authority shall immediately remove him or herself from such position of authority. The greater responsibility for termination of the position of authority rests with the person in authority. However, all members of the Tulane community bear a responsibility.

Persons in authority with no professional responsibilities for a student should be sensitive to the perception that consensual relationships may lead to preferential treatment.

If the person in authority or the student declines to dissolve the institutional relationship, the University will take steps to do so.

B. Definitions

1. Persons in authority include, for the purposes of this policy only, those who supervise, advise, teach, coach, evaluate, allocate financial aid to, and/or guide research by students, be they:
   a. Faculty members
   b. Graduate students
   c. Staff members, or
   d. Administrators.

2. Students are defined as all full- or part-time students enrolled in any academic division of Tulane University.

3. A consensual relationship is defined as any consensual dating, romantic, sexual, or marriage relationship.

4. Position of authority includes, but may not be limited to, situations in which the individual makes or is responsible for an evaluation of a student for admission, coursework, student employment or internship, promotion, financial aid, research funding, suspension, expulsion, or other discipline. (Those providing instruction without evaluation are not necessarily in positions of authority. This is reviewed on a case by case basis by the academic officer to whom the individual reports.)
C. Procedures

When a consensual relationship exists or develops, the position of authority over the student must be avoided or immediately terminated.

Avoidance or termination includes, but is not limited to:

1. a qualified alternative faculty, staff member, or administrator taking the position of authority in non-course-based academic work or student employment;

2. the student not enrolling in a course, dropping a course, or transferring to another course or section taught by another individual;

3. transferring to another person the authority over any benefit(s) for which the student is eligible.

An allegation that a person in authority has failed to avoid or terminate a position of authority when a consensual relationship has developed will be referred in writing to the Office of the Dean of the division in which the student is enrolled. The person making a complaint (hereinafter the complainant) may be a faculty or staff member or a student; the complaint and all supporting evidence and information must be given in writing. Once an alleged violation of this policy has been reported, the written complaint shall be reviewed by the associate dean of the division of the accused student to confirm that the charge being made falls within the scope of this policy and that all initial documentation has been prepared. The associate dean shall consult with the complainant and the cited student if necessary to ascertain what witnesses should be called in the hearing, and to make sure that all concerned understand the workings of this policy. The associate dean shall also inform the cited student of his or her rights under this policy, including the right to be accompanied to the hearing by a counselor/advisor. This initial review shall take place if possible within two (2) working days of the time when the formal charge is made. If, in the considered opinion of the associate dean, the charge is improper and should not be taken to a hearing, that decision shall be communicated to the Dean of that division and then to the complainant, who retains the right to have the associate dean’s decision reviewed by the chair of the Senate Committee on Academic Freedom and Responsibility of Students and a designated faculty member and student from that committee. The reviewers may set aside the associate dean’s decision. If the charge is brought to a hearing, all parties to the case on either side shall be allowed four (4) working days to review all the written documents before the date set for the hearing.

In the case of a faculty member, the hearing body is the faculty grievance committee of the faculty member’s division.

In the case of a graduate student teaching assistant, the hearing will be conducted by the department chair and the Dean of the Graduate School.

In the case of a staff member, the procedure outlined under the heading “Grievance Review Procedure” (Article V, Section K) in the Staff Handbook will be followed.
In the case of an administrator, the hearing will be conducted by the person to whom the administrator reports.

Within seven (7) working days of receiving the complaint, the designated body or officer of the University shall have completed the hearing and arrived at a finding concerning whether a consensual relationship exists. The finding will be communicated to both parties and the Office of the student’s Dean. If the finding is that a consensual relationship exists and neither of the parties agrees to termination of authority, the appropriate officer of the University shall terminate the position of authority between the two persons.

In the case of a faculty member, the divisional grievance committee will inform both parties and the Office of the student’s Dean of its findings. If the committee recommends the termination of the position of authority, the committee will refer its recommendation to the office of the student’s dean. The Office of the student’s Dean will immediately implement the committee’s recommendation.

In the case of a graduate student instructor, this will be the Dean of the graduate student instructor’s division.

In the case of a staff member, this will be the individual outlined under the heading “Grievance Review Procedure” (Article V, Section K) in the Staff Handbook. In the case of a student declining alternative instruction, this will be the Office of the student’s Dean. In the case of a student declining alternative supervision of non-instructional academic work (such as thesis readership, etc.) this will be the department chair. In the case of a student declining alternative work supervision, this will be the individual at the next supervisory level. In the case of an administrator, this will be the person to whom the administrator reports. In the case of the President of the University, this will be a full session of the Board of Administrators.

D. Objectivity

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

E. Notice of Outcome

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

F. Appeals

Appeals must be made within five (5) working days of the receipt of the written notice of the investigation.
Where the accused is a faculty member, any appeal must be filed in writing with that faculty member’s dean and with the University Senate Committee on Faculty Tenure, Freedom and Responsibility. FTFR will review appeals in accordance with the grievance procedures described in the University Senate Constitution, By-Law III (Standing Committees), Section 1 (Committee Functions): Committee on Faculty Tenure, Freedom and Responsibility: Functions.

Where the accused is a student, the appeal shall be reviewed in accordance with the appeals procedures described in the Code of Student Conduct.

Where the accused is a staff member or an administrator, the President of the University shall review appeals, according to the procedure set forth under the heading “Grievance Review Procedure” (Article V, Section K) in the Staff Handbook.

Where the accused is an administrator, a committee of the Board of Administrators shall review appeals.

When the accused is the President of the University, the full Board of Administrators shall review appeals.

G. False Allegations

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

H. Faculty Rights

Nothing herein shall abridge the rights of faculty as outlined in the University’s Faculty Handbook.

I. Dissemination of Policy

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

J. Revisions to Policy
Proposed revisions to this policy will be presented to the University Senate for approval or disapproval.

F. Intellectual Property Policy

1. Introduction

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

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

2. Definitions

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

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

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

2.03 FACULTY: means all employees who meet the definition of “faculty members” contained in the most recent version of the University’s Faculty Handbook.

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

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

2.06 MEDICAL CENTER: includes the schools, clinics, institutes, divisions, or other organization components of the University that are under the administrative authority of the Senior Vice President for Health Sciences of the University. This includes, as examples, the School of Medicine, School of Public Health and Tropical Medicine, Student Health Services on either campus, and the Tulane National Primate Research Center.

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

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

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

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

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

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

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

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

2.15 UPTOWN CAMPUS: includes all components of the University other than the Medical Center.
3. Applicability

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

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

3.01 Condition of Employment, Enrollment and Support

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

3.02 Existing Intellectual Property

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

4. Intellectual Property in General

In general, and without prejudice to any of the specific provisions contained herein, the University, and every person to whom this policy applies, agree that all intellectual property that is created by an employee within the scope of his or her employment, or by a covered student or a Resident or a Fellow within the scope of his or her activities as such, or by any other person who is aided by University facilities or staff, or by funds administered by the University, or is working at the University by virtue of a grant from, or a contract with, an outside body, whether government or private (subject always to Section 11, below), shall be the property of the University. A condition of employment, enrollment, and attendance or support shall be that the ownership rights in every such item of intellectual property shall, where necessary, be assigned.
by the individual creator to the University in consideration of the University agreeing to share the net income actually received from such property in accordance with Section 9, below, and to deal with such property in accordance with Section 10, below. This assignment shall be made in a manner determined by the University in accordance with this policy. The University shall have no ownership rights in respect of intellectual property that does not fall within the definition given above; however, the creator may, if he or she so desires, offer such intellectual property to the University. If accepted, it shall be treated in the same way, and be subject to the same procedures, as intellectual property owned by the University, unless otherwise agreed upon.

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

5. Patents

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

5.01 Ownership Rights

Every invention or discovery or part thereof that is made by an employee within the scope of his or her employment, or by a covered student or a Resident or a Fellow with the scope of his or her activities as such, or by any other person who is aided by University facilities or staff, or by funds administered by the University, or is working at the University by virtue of a grant from, or a contract with, an outside body, whether governmental or private (subject always to Section 11, below) shall be the property of the University. A condition of employment, enrollment, and attendance or support shall be that the ownership rights in every such invention or discovery shall be assigned by the individual inventor or discoverer to the University in consideration of the University agreeing to share the net income actually received from such invention or discovery in accordance with Section 9, below, and to deal with such invention or discovery in accordance with Section 10, below. This assignment shall be made in a manner determined by the University in accordance with this policy. The University shall have no ownership rights in respect of an invention or discover that does not fall within the definition given above; however, the inventor or discoverer may, if he or she so desires, offer such an invention or discovery to the University. If accepted, it shall be treated in the same way, and be subject to the same procedures, as an invention or discovery owned by the University, unless otherwise agreed upon.
5.02 Waiver and Release of Ownership Rights

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

5.03 Disclosure

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

6. Copyrights

Creative works that are protectable by copyright belong, under the general law, to an employer if they are created by an employee within the scope of his or her employment. In common with universities generally, however, the University does not regard itself as holding ownership rights in respect of books and articles written by faculty members. This tradition rests predominantly upon the view that scholars should have unfettered freedom to communicate with others and to convey information to them, whether in the form of research findings, ideas, opinions, advice, or instruction, for any purpose of their choosing. Therefore, for works created after April 7, 2003 the University, where it is free to do so, shall treat a faculty member as the owner of the copyright in a book or article written by that faculty member, subject to Section 6.02, below.

In recent years, the kinds of work that are copyrightable, as well as the number of media in which any copyrightable work can be created, have increased greatly, so as to include, for example, all kinds of video and audio tapes, microfilms, and computer programs. In many cases, a work created in a new medium is the same, in all essentials, as a book or article of the traditional kind, in that its primary concern is communication with others, and appropriately, such a work should be treated in the same way as books and articles have always been treated.

But in many other cases, a copyrightable work in a new medium is not primarily concerned with the communication of the information in that work, but is instead primarily utilitarian or functional, such as a computer program that controls the operation of an industrial or commercial process. With respect to this latter kind of work, the considerations that have historically justified the University’s refusal to assert its ownership rights do not exist. Such a work is much more closely akin to a scientific or technological invention or discovery, and shall be dealt with by this policy in an analogous manner.

6.01 Ownership Rights

Every copyrightable work or part thereof that is created by an employee within the scope of his or her employment, other than works covered under Section 6.02(a), or by a covered student or a Resident or a Fellow within the scope of his or her activities as such, or by any other person who
is aided by University facilities or staff, or by funds administered by the University, or is working at the University by virtue of a grant from, or a contract with, an outside body, whether governmental or private (subject always to Section 11, below), shall be the property of the University. A condition of employment, enrollment, attendance or support shall be that the ownership rights in every such work shall, where necessary, be assigned by the individual creator to the University in consideration of the University agreeing to share the net income actually received from such work in accordance with Section 9, below, and to deal with such work in accordance with Section 10, below. This assignment shall be made in a manner determined by the University in accordance with this policy. The University shall have no ownership rights in respect of a copyrightable work that does not fall within the definition given above; however, the individual creator may, if he or she so desires, offer such a work to the University. If accepted, it shall be treated in the same way, and be subject to the same procedures, as a work owned by the University, unless otherwise agreed upon.

6.02 Acknowledgement, Waiver and Release of Ownership Rights

a. The University, in all cases where it is free to do so, acknowledges a faculty member’s ownership rights and unconditionally waives and releases any claim that it might have to ownership in respect of any copyrightable work that is concerned primarily with the communication of the scholarly or artistic information in that work, or that is a musical composition or a work of fine art; provided, however, that if the creation of such copyrightable work involves the extraordinary use of University resources or facilities, the University shall have (1) a non-exclusive, royalty-free license to use, reproduce, exploit, and distribute the work by any means, including electronic media, in connection with its research and teaching activities, (2) the same right to income as that in section 9.02, below, and (3) any other rights as may be agreed with the author.

b. The University may, where it is free to do so and after consultation with the individual creator, entirely in its discretion and upon such terms as it deems fit, cause its ownership rights in respect of any other kind of copyrightable work to be waived and released to the individual creator, subject always to its retention of income rights, as set out in Section 9.02, below. In particular, the University may, as a condition of the release of its ownership rights, require the grant to it of a non-exclusive, royalty-free license to use the work in connection with its research and teaching activities.

c. The University shall, in every case in which it waives and releases its ownership rights in a copyrightable work, execute all documents necessary to enable the individual creator to undertake protective measures and to make arrangements for the development and exploitation of the work.

6.03 Disclosure

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

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

8. **Trademarks**

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

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

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

9.01 Intellectual Property Retained by the University

a. In every case in which the University does not waive and release its ownership rights to intellectual property, it shall share the net income actually received by it from such property equally with the individual creator of that property. The creator, or the estate of the creator, shall continue to be entitled to this one-half share, notwithstanding his or her death or the termination of his or her employment at Tulane.

b. Net income from a particular intellectual property is defined as gross income proceeds from that intellectual property less allowable deductions. Gross proceeds from intellectual property means gross royalties, licensing fees or similar payments actually received from the sale, assignment, licensing or other exploitation of the intellectual property concerned, including equity participation in a company, but excluding research funding specifically earmarked for the furtherance of research activities or research programs at the University.

Allowable deductions comprise: 1) all direct expenditures made for the purpose of protecting or exploiting that property, and 2) 15% of remaining gross proceeds from intellectual property, after deduction of 1), above, for the support of the Office of Technology Development.
c. The allowable deduction for the support of the Office of Technology Development shall be used for the following purposes, in order of priority:

i. to pay for any current and accumulated liabilities incurred on behalf of the Office of Technology Development;

ii. to pay the annual operating expenses of the Office of Technology Development; and

iii. to support a seed research fund under the direction of the Committee on Research.

d. The University’s one-half share shall be distributed to the uptown campus or to the Medical Center, depending on where the individual creator of the intellectual property has his or her appointment and/or employment, and the distribution shall be dedicated in the manner set out below. If the individual creator has an appointment and/or is employed at both campuses, the University’s share shall be distributed between the two campuses in proportion to their respective contributions to the individual creator’s salary, and the distributions shall be dedicated in the manner set out below. If the intellectual property concerned has been jointly created by individuals appointed and/or employed at different campuses, the University’s share shall be distributed between the two campuses in the same proportion as the one-half share of the joint creators, as set forth in a revenue sharing agreement to which the University and each of the joint creators shall be party, and the distribution shall be dedicated in the manner set out below.

i. Seventy percent of each distribution to a campus shall be retained by that campus or by such appropriate sub-unit of that campus as is established under any decentralized management center adopted at that campus, unrestricted as to use.

ii. The balance (thirty percent) of each distribution to a campus shall be made available to the department, section, or research activities of the individual creator or creators appointed and/or employed on that campus or on that subunit, as the case may be, according to their particular needs and circumstances as determined by the Senior Vice President for Academic Affairs and/or the Senior Vice President for Health Sciences in consultation with the individual creator(s) and the appropriate dean(s) or director(s).

9.02 Intellectual Property Not Retained by the University

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

a. The University shall not be entitled to any share of the first $10,000 of net income (as
deefined in Section 9.01 above) derived from the creator’s share of the released property.

b. The University shall be entitled to fifteen percent of all net income in excess of $10,000
derived from the creator’s share of the released property.

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

10. Procedures and Administration of Policy

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

a. Assist in the identification of protectable intellectual property.

b. Coordinate the process of seeking appropriate protection of intellectual property, and
assist faculty and staff in this regard.

c. Respect the interests of the individual creator of intellectual property, and ensure that he
or she shall be a working partner in the process of obtaining protection, and carrying out
the exploitation or development of the intellectual property.

10.01 Disclosure Procedures

a. Every person to whom this policy applies shall (as required by Sections 5.03 and 6.03
above) report promptly to the Office of Technology Development any invention,
discovery or other creative work made by him or her that is subject to the obligation of
disclosure. This disclosure shall be made on confidential disclosure forms, which are
available upon request. If additional information is required, the Office of Technology
Development shall so notify the individual creator, and shall specify the type of
information it requires. Upon the receipt of sufficient information, or upon the expiration
of ninety (90) days from the date of an inquiry as to sufficiency by the creator to which
there has been no response by the Office of Technology Development, whichever is
earlier, the disclosure shall be deemed complete.

b. The Office of Technology Development shall notify the individual creator whether it
wishes to retain the intellectual property in the disclosure or whether the University is obliged (under Section 6.02(a), above) or voluntarily wishes (under Sections 5.02 and 6.02(b), above), to waive and release its ownership rights. Such notification may be demanded by the individual creator at any time after the receipt of a complete disclosure, and if so demanded, shall be given no later than ninety (90) days after the making of the demand.

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

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

10.03 Resolution of Disputes

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

11. Agreements with Outside Bodies

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

G. Environmental Health and Safety

The University endeavors to provide a safe and healthy work environment for its employees. The University’s Office of Environmental Health and Safety (“OEHS”) is responsible for ensuring the University is in compliance with federal, state and local health, safety and environmental regulations. The University’s health, safety and environmental programs are set forth in the OEHS Safety Policy and Procedure Manual. This manual is available on the OEHS web site or from your supervisor. The manual covers topics such as biosafety, laser safety, laboratory safety, chemical hygiene, personal protective equipment, hazardous materials, ergonomics, fire safety, radiation safety, occupational health, and bloodborne pathogens.
Employees who may be exposed to hazardous substances in the course of their work are entitled to information about such substances. Instruction on the proper handling of hazardous substances and proper use of personal protective equipment is available from OEHS or your supervisor. OEHS maintains the programs described in the Safety Policy Manual and is available to provide training or assistance. The programs are designed as a supplement, not a replacement, for the rules and regulations applicable to the diverse operations of individual University departments. Caution must be used when working in areas or with equipment labeled with the symbols shown below or other indications of hazardous materials or conditions. Contact your supervisor or OEHS for further information concerning these hazards.

You should review the OEHS manual, discuss with your supervisor any health, safety and environmental programs applicable to your job and request any training you would like. It is your responsibility to observe safety requirements and use safety equipment designated for your job. If you notice unsafe acts or conditions or environmentally unsound practices, either on your job or elsewhere on University property, report them to your supervisor or OEHS. In the event of an emergency, contact the Department of Public Safety and they can contact OEHS staff.

In the case of an emergency, call 911 and the Tulane Police Department. If it is a health and safety related issue, the Tulane Police Department will contact OEHS.

For more information, consult the OEHS web site http://tulane.edu/oehs or call one of the following offices: Downtown (504) 988-5486, Uptown (504) 865-5307 or at the Tulane National Research Primate Center (504) 862-8040, extension 6653.

This update to the Environmental Health and Safety section of the Staff Handbook is effective April 20, 2011.

H. Policy on Billing and Reimbursement of Health Care Services

This Code of Conduct evidences the commitment of Tulane University (“Tulane”) and its employees, agents, and contractors to full compliance with all laws and regulations regarding billing for health care services. Tulane is committed to ensuring that billing to and reimbursement from the Medicare program, Medicaid program, and all other federal health care programs is in compliance with the regulations and guidance for billing such programs. It is Tulane’s policy to educate our employees, agents and contractors about the provisions of the federal and state laws that prohibit the submission of false claims and false statements as well as about the whistleblower protections contained in these laws and the role that these laws play in detecting and preventing fraud, waste, and abuse.

Applicability
This Code of Conduct applies to all Tulane employees, agents and contractors, however, health care providers and individuals supporting health care providers are more likely to encounter the situations described in this Code of Conduct. Those employees, agents and contractors who provide health care services, are members of Tulane University Medical Group, or who provide administrative, managerial, financial or other support for Tulane’s health care functions should ensure that they fully understand this Code of Conduct.

State and Federal Laws  Both federal and Louisiana law prohibit Tulane from knowingly presenting a false or fraudulent claim to Medicare, Medicaid, or other federal health care programs. Federal law defines a “false claim” as knowingly presenting false or fraudulent claims for payment or making or using a false record or statement to receive payment for a claim. Louisiana law defines a “false or fraudulent claim” as a claim that a health care provider (or his agent) submits knowing the claim to be false, fictitious, untrue, or misleading in regard to any material information. Examples of false claims could include billing for services not rendered or goods not provided, falsifying certificates of medical necessity, falsifying medical records, unauthorized use or unauthorized assignment of provider billing numbers, and failing to report overpayments or credit balances. All of the data elements that must be included in submissions for reimbursement from Medicare, Medicaid and other federal health care programs must be accurate. Violations of these federal and state laws can subject Tulane to significant fines and penalties.

Protection of Whistleblowers

The federal and state laws contain certain protections for “whistleblowers” who alert the appropriate governmental authority of a violation of the false claims acts. Under these laws, any person with actual knowledge of an allegedly false claim, including employees, agents and contractors, may, under certain conditions, become a whistleblower under these statutes and is free to notify the appropriate state or federal governmental authorities if he/she does not believe that Tulane is responding appropriately when notified about potential violations. Employers are prohibited from taking adverse or retaliatory action against a whistleblower who in good faith notifies the appropriate governmental authority of an alleged violation. Whistleblowers may also be entitled to relief, including employment reinstatement, back pay, and other compensation arising from retaliatory conduct against the whistleblower.

Tulane’s Policies and Procedures

Tulane University is committed to promoting ethical practices and to preventing and detecting fraud, waste, and abuse. Tulane systematically reviews its compliance with the rules and regulations of Medicare, Medicaid, and other federal payors. Tulane also has in place compliance procedures for audits, personnel training and continuing education. Tulane’s compliance personnel regularly apprise themselves and the organization of current state and federal statutory and regulatory developments to ensure that Tulane is compliant with the rules governing federal and state health care programs claims submissions.

In addition, Tulane relies on its employees to notify it of any potential inaccurate billing so that we are not accused of violating the laws that prohibit the submission of false claims to the
government. Tulane makes it a part of the duty of all employees to assist it this commitment to accurate billing by reporting any potential improprieties without fear of retaliation. Tulane employees may report potential billing violations directly to their supervisor or to the “hotline” maintained by Tulane for this purpose, which can be reached at 504-862-8698. Alternatively, information on the hotline and reporting any potential improprieties can be found at http://www.tulane.edu/%7Eaudit/hotline.shtml.

For more information on this topic, please refer to Tulane’s Health Care Compliance Program Policy Manual located at http://www.som.tulane.edu/fpp/pdfdocs/healthcare.pdf

I. Workplace Injuries and Workers’ Compensation

Any employee, regardless of status, who suffers a work-related injury or work-related illness within the meaning of any applicable workers’ compensation laws, is entitled to workers’ compensation benefits. Workers’ compensation insurance provides medical, rehabilitation and wage-replacement benefits. Workers’ compensation benefits may be denied if your injury is due to your use of drugs or alcohol. Additionally, injuries resulting from horseplay are not covered by workers’ compensation.

You must notify your supervisor immediately if you are injured at work, become ill because of what you believe is a work-related incident, or if you are exposed to blood or bodily fluids in the course of your work. It is your responsibility to complete a First Report of Injury form within 24 hours of the injury or illness and submit it to your supervisor. Your supervisor will complete the form in the event your injury prevents you from doing so.

You should seek treatment as soon as possible after the injury or onset of illness. If emergency treatment is needed, call 911 and the Tulane Police Department immediately or seek treatment at the nearest emergency room. You are entitled to select a physician of your choice for treatment, although not all physicians treat workers’ compensation injuries. If you would like to request assistance in finding a physician, contact the Office of Environmental Health and Safety.

In Louisiana, workers’ compensation wage payments generally consist of a portion of your average weekly wage, subject to a maximum weekly amount. Your workers’ compensation wage payment may not be supplemented with accrued sick or vacation time. Absences due to work-related injuries may also be counted against leave available to you under the Family and Medical Leave Act. Contact the Workforce Management Organization to apply for Family and Medical Leave.

Tulane works with its workers’ compensation insurer to investigate any suspected fraudulent workers’ compensation claims. Tulane seeks the prosecution of employees filing fraudulent claims or engaging in other workers’ compensation fraud.

For additional information regarding workers’ compensation, contact the Office of Environmental Health and Safety.

The update to the Workplace Injuries and Workers’ Compensation policy is effective April 20, 2010.
J. Workplace Violence

Purpose
The purpose of this policy is to establish a zero tolerance standard with respect to Acts of Violence, Threats of Violence, or acts of Intimidation relating to the Tulane University Workplace (“Workplace Violence”).

Policy
Workplace Violence, either implied or direct, is prohibited. The University prohibits Workplace Violence against co-workers, students, visitors or any other persons at the Workplace or having contact with University employees in the course of their duties. An employee who exhibits Workplace Violence shall be subject to disciplinary action including possible dismissal and may be subject to criminal prosecution. Workplace Violence by a non-employee will result in the non-employee being barred from campus and may result in criminal prosecution. Tulane will assess all complaints of Workplace Violence and will also assess any possible violation of this policy of which we are made aware. Retaliation against a person who makes a good-faith complaint regarding Workplace Violence is also prohibited.

Definitions
For purposes of this policy the following definitions apply:

“Act of Violence” includes but is not limited to any conduct, whether verbal or physical that causes bodily harm to another person, whether or not the individual is a University employee.

“Workplace” means on University property at any time (before, during or after work hours), at University sponsored events, and any other location where official University business is conducted.

“Threat of Violence” includes but is not limited to the implication or expression of intent to inflict bodily harm or actions that a reasonable person would interpret as a threat to physical safety or property.

“Intimidation” includes but is not limited to conduct intended to cause another person(s) to reasonably fear for his or her safety.

“Workplace Violence” means Acts of Violence, Threats of Violence, or acts of Intimidation relating to the Tulane University Workplace.

Prohibited Behavior
The following are examples of conduct which violate this policy. These examples are not meant to be all inclusive.

- Intentionally or recklessly damaging or destroying property belonging to another individual or the University.
• Expressing a credible threat, wish or intent to hurt another individual or communicating a credible threat through a written, electronic or visual medium.

• Initiating a physical altercation or inflicting bodily harm, hitting, shoving, grabbing another person or throwing objects.

• Stalking another individual in person, in writing, by telephone or text or by any other electronic format.

• Intimidation of an individual designed to cause that individual to reasonably fear for his or her safety.

• Physical restraint or confinement.

• Any violation of the University’s Weapons Policy.

• Commission of a violent felony or misdemeanor on University property.

• Any other act that a reasonable person would perceive as constituting Workplace Violence.

**Reporting Workplace Violence**

An employee who:

1. Is the victim of Workplace Violence, or

2. Believes they have been subject to a Threat of Violence, or

3. Witnesses Workplace Violence towards anyone else shall take the following steps:

   • If an emergency exists and the situation is one of immediate danger, the employee shall contact the Tulane University Police Department immediately, and take whatever steps are available and appropriate to protect himself/herself from immediate harm, such as leaving the area.

   • If the situation is not one of immediate danger, the employee shall nevertheless contact TUPD immediately. TUPD will, in turn, investigate and coordinate with the appropriate administrative unit(s) of the University as appropriate.

**Procedures —Situation of Concern**

Employees who have reason to believe they, or others may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the University, shall inform TUPD immediately. TUPD will, in turn, investigate and coordinate with the appropriate administrative unit(s) of the University as appropriate.
Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, where such individual would be in violation of the order by coming near the employee at work, shall immediately supply a copy of the signed order to TUPD which will, in turn, coordinate with the appropriate administrative unit(s) of the University as appropriate. Any employee subject to a filed restraining order, temporary or permanent, shall supply a copy of the order to TUPD which will, in turn, coordinate with the appropriate administrative unit(s) of the University as appropriate.

**Reporting Incidents & Incident Investigation**

The University has established a threat assessment team that will assess and respond to complaints of immediate and potential acts of Workplace Violence.

The threat assessment team is composed of representatives from the following departments:

- Workforce Management Organization, Employee Support Services
- General Counsel’s Office as legal advisor
- Office of Emergency Management
- Tulane University Police Department
- Technology Services Information Security Officer in the event electronic communications are involved

The threat assessment team may recommend an employee be evaluated by appropriate mental health professionals to determine fitness for work. The threat assessment team will provide recommendations to the Chief of Staff and Vice President for Administrative Service for review and approval.

All individuals are encouraged to be alert to the possibility of violence on the part of employees, former employees, students, customers, and strangers, and to report such incidents to TUPD.

No member of the University community will be disciplined for making a good faith report of Workplace Violence. Retaliatory or intimidating conduct against any individual who has made a good faith complaint of Workplace Violence or who has testified or assisted in any manner in an investigation is specifically prohibited and shall provide grounds for a separate complaint. Employees determined to have engaged in Workplace Violence will be subject to disciplinary action, including immediate termination.

While we encourage all to report good faith claims of Workplace Violence, false accusations will not be tolerated. If an investigation results in a finding that a false accusation of Workplace Violence was made in bad faith, the complainant will be subject to disciplinary action.

The update to the Workplace Violence policy is effective December 13, 2013.
K. Tulane University Weapons Policy

Possession of any weapon is prohibited on University property and at University sponsored events.

This policy applies to employees, students and individuals visiting or conducting business on University property.

For purposes of this policy, University property includes any property owned or leased by the University, including University owned vehicles. This policy also applies to off campus University sponsored events.

Weapon is defined as:

- Any device that shoots a bullet, pellet, flare or any other projectile, whether loaded or unloaded, including those powered by CO2. This includes but is not limited to rifles, shotguns, handguns or other firearm, BB/pellet gun, flare gun, stun gun or dart gun and any ammunition for any such device. Any replica of the foregoing is also prohibited.

- Any explosive device including firecrackers and black powder.

- Any device that is designed or traditionally used to inflict harm including but not limited to any knife with a blade longer than three inches, hunting knife, fixed blade knife, throwing knives, dagger, razor or other cutting instrument the blade of which is exposed.

Weapons are not permitted to be stored on campus or in vehicles. Any weapon on campus in violation of this policy will be confiscated.

Violation of this policy by employees constitutes misconduct and may subject the offender to discipline including immediate termination.

Violation of this policy by students will be adjudicated in accordance with the Student Code of Conduct. Depending on the circumstances violation of this policy may subject the offender to discipline up to and including dismissal from the University.

Violation of this policy by individuals visiting or conducting business on University property will result in the individual being required to leave the University property or event as the case may be and may also result in the individual receiving a written directive to remain off of University property.

The University may refer any violation of this policy to appropriate law enforcement authorities.
Exceptions to this policy include:

- Members of Tulane University Departments of Public Safety who are regularly employed by the University and are required to carry a weapon in accordance with departmental policy. New Orleans Police Department officers hired to assist Tulane University Department of Public Safety. **Private security firms must obtain prior written approval from the Director of Tulane University Department of Public Safety before bringing any weapon on University property.**

- A weapon, real or replica, used in connection with drill, public ceremony or a theatrical performance.

- Any federal, state or local law enforcement officer in the performance of his or her official duties.

- Prior written approval from the Director of Tulane University Department of Public Safety must be obtained when the weapon will be used in a University sanctioned academic course or club sport. For recognized club sports additional prior written approval must be obtained from the Assistant Vice President for Campus Recreation when the weapon will be used in sanctioned practices and/or tournaments and matches.

L. **Alcohol and Other Drug Policy**

The abuse of alcohol and other drugs can seriously damage your physical and mental health, and may jeopardize your safety and the safety of others. Tulane is committed to providing its employees with a safe workplace, and an atmosphere, which would not subject our employees to any safety threats from fellow workers. Whenever use or abuse of any mood altering or other controlled substance (such as alcohol or other drugs) interferes with a safe workplace, appropriate action will be taken.

According to the provisions of the Drug-Free Workplace Act of 1988, and the Drug-Free Schools and Communities Act amendments of 1989, you are generally prohibited from the unlawful manufacture, distribution, sale, possession or use of controlled substances in the workplace. Employees may not report to work under the influence of alcohol or other drugs. The consumption, possession, sale or purchase of alcohol at any University-sponsored business or social functions held on or off campus must have the prior approval of your Senior Vice President.

Employees who drive motor vehicles carrying more than 15 passengers, trucks weighing more than 26,000 pounds, and/or vehicles used to transport materials considered to be hazardous under the Hazardous Materials Transportation Act and required to be placarded under the Hazardous Materials Regulations are subject to the Department of Transportation (DOT) alcohol testing rules. Also, employees who operate vehicles requiring a commercial driver’s license are subject to drug testing under DOT’s policy. The DOT’s alcohol and drug testing policy requires four types of tests to be conducted on covered drivers:
1. Reasonable suspicion testing when a trained Tulane supervisor or official observes behavior or appearance that is characteristic of alcohol or drug misuse;

2. Random testing;

3. Post-accident testing after any accident for which the driver’s performance could have contributed to the accident;

4. Before allowing drivers to return to work following a positive test or refusal to submit to a test.

Employees are encouraged to take advantage of the diagnosis, counseling and treatment services that are available through the University’s Employee Assistance Program (EAP). All counseling is strictly confidential. For more information regarding this policy, contact the Office of Environmental Health and Safety. Employees who violate this policy will be sanctioned in accordance with Tulane policy and federal and state law.

Employees convicted of illegal drug activity in the workplace must notify Tulane within five (5) days of conviction.

M. Smoking Policy

The following policy applies to all units of the University:

Smoking is prohibited in all University buildings. This includes work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, cafeterias, hallways, and vehicles. Employees who smoke should do so outside during their designated break and lunch periods.

Complaints regarding this policy should be directed in writing to the Office of Environmental Health and Safety.

“No Smoking” signs or the international “No Smoking” symbol must be clearly posted and ashtrays must be removed where smoking is prohibited. Facilities Services will be responsible for the installation of the required signs.

The law provides for fines for individuals and employers who do not comply with the above-mentioned requirements. The maximum fine for an employer could be $500. Payment for such fines is the responsibility of the employee or the Department where the infraction occurred.

N. Tobacco Free Campus Policy

Research findings show that tobacco use in general, including smoking and breathing second-hand smoke, constitutes a significant health hazard. Second-hand smoke, also known as environmental tobacco smoke, is a Class A carcinogen. Its many detrimental effects on health are well established and include triggering asthma attacks, causing lung cancer, and causing cardiovascular and lung diseases. In addition to causing direct health hazards, smoking
contributes to institutional costs in other ways, including fire damage, cleaning and maintenance costs, and costs associated with employee absenteeism, healthcare, and medical insurance.

For the purposes of this policy, smoking is defined as burning any type of tobacco product, including, but not limited to, cigarettes, cigars, cigarillos, pipes, bidis and hookahs. Smokeless tobacco products are also prohibited in all circumstances where smoking is prohibited.

Tulane University therefore has set the following policy regarding tobacco on its campuses:

1. University Properties
   - Smoking is permitted on campus in designated areas only. Anyone smoking outside of these areas is in violation of this policy.
   
   In addition
   
   - Smoking is prohibited in all campus buildings and outside in areas of the campus where non-smokers cannot avoid exposure to smoke. Specifically, smoking is prohibited in all campus buildings, including classrooms, lecture halls, laboratories, offices, work areas, study areas, reception areas, meeting rooms, lobbies, hallways, stairwells, elevators, eating areas, lounges, and restrooms. Furthermore, smoking is prohibited in all partially enclosed areas such as covered walkways, breezeways, and walkways between sections of buildings, parking garages, and bus stop shelters; areas immediately adjacent to building entrances; and exterior stairways and landings.

   - Smoking is prohibited in all Tulane University residential facilities, residence halls, and apartments.

   - Smoking is prohibited up to 25 feet outside any enclosed area where smoking is prohibited to ensure that 2nd hand smoke does not enter the area through entrances, windows, ventilation systems, or any other means.

   - Organizers and attendees at public events, such as conferences, meetings, public lectures, social events and cultural events, using Tulane facilities will be required to abide by the University tobacco policy. Organizers of such events are responsible for communicating this policy to attendees and for enforcing this policy.

   - Smoking is prohibited in all Tulane University vehicles.

2. Sale of Tobacco Products
   - The sale of any type of tobacco on campus is prohibited. This includes the delivery of tobacco products to campus by means of delivery services of any kind.

3. Accepting Money or Gifts Promoting Tobacco Use
• The free distribution of tobacco products by commercial enterprises on campus is prohibited.

• University organizations are prohibited from accepting money or gifts to promote tobacco products. This includes parties sponsored by tobacco companies or at which there is distribution of free, reduced-price, or fully priced tobacco products or paraphernalia (t-shirts, hats, etc) on campus.

• Funding or gifts from tobacco related companies are subject to institutional review to ensure their compliance with the letter and spirit of this policy.

4. Tobacco Advertisements

• Advertisements for tobacco products or ads promoting tobacco use are prohibited in all of Tulane University-run publications, including newspapers and magazines.

• All tobacco advertising in public spaces, such as billboards and signs in sports stadiums is prohibited. Accepting revenue for advertising tobacco products is prohibited.

5. Tobacco Use Cessation Assistance

• The Student Health Center will provide smoking cessation clinical interventions for students and publicize and promote on-line, Internet, and telephone hotline smoking cessation programs for faculty and staff.

• Tulane University will provide access to tobacco cessation aides at a discount to all faculty, staff and students at the Student Health Center pharmacy.

Enforcement

Effective implementation of this tobacco policy depends upon the courtesy, respect, and cooperation of all members of the Tulane University community. Complaints or disputes should be brought to the attention of the University employee who has immediate responsibility for the workplace, event, or residents, or to his/her supervisor. If satisfactory resolution is not reached, the Director of Environmental Health & Safety should be consulted. Infractions of this policy may result in a warning or a citation.

• The Office of Housing and Residence Life is responsible for enforcing and implementing sanctions in residence halls and other student residential facilities such as apartments.

• The Tulane University Office of Public Safety will work with the Deans and Provost’s Office and Human Resources to enforce and implement sanctions on the remainder of the campus, but are not excluded from enforcing the policy in student residences. Those found in violation of the policy shall receive a citation and may be fined.
O. **Travel Policy**

Reimbursement from University funds for travel will be made on the basis of reasonable actual expenses. Where travel is conducted under a grant or contract that is more restrictive than University policy, the terms of the grant or contract will control. You must make every effort to use the lowest-priced available airfare and accommodations.

Original receipts must be submitted for all reimbursable expenses claimed. Expenses are submitted through the Concur system located at Gibson Online.

Reimbursement for foreign travel funded from government grants and contracts will be made on the basis of U.S. Department of State Foreign Travel Per Diem. These rates are kept current for every foreign country, and are available from the University Accounting Office.

The update to the Travel Policy section of the Staff Handbook is effective August 8, 2013.

P. **Political Activity**

Under federal law, the University may not participate in, or intervene in any political campaign on behalf of any candidate for public office. However, members of the University community are encouraged to fulfill their civic responsibilities as private citizens. There are no restraints upon your personal political activity, provided you are acting as a private citizen and not representing the University. You may not use University resources, time or property for or on behalf of any political candidate, campaign or organization.

Q. **Legal Defense and Indemnification of Employees**

In accordance with state law, the University may defend and indemnify an employee against any suit or legal proceeding arising out of an alleged act or omission occurring during employment if the employee was acting in the course and scope of employment and performing authorized duties when the act or omission occurred. To qualify for defense and/or indemnification, the employee must have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the University, and with respect to any criminal action or proceeding, the employee must have had no reasonable cause to believe the conduct was unlawful.

The University will not defend or indemnify employees for acts of intentional wrongdoing, gross negligence, willful or wanton neglect of duty or in any action brought against an employee by the University itself. Decisions on the extent of eligibility for defense and/or indemnification, and the selection of counsel, will be made on a case by case basis by the Office of the General Counsel, after an investigation. As a condition of defense and/or indemnification, the employee must cooperate fully with the University in the defense of the action. Please contact the Office of the General Counsel for further information.

R. **Solicitation and Distribution**
Employees shall not canvass, solicit or distribute literature for any purpose during an employee’s working time or the working time of the employee at whom such activity is directed. Employees shall not distribute literature in any working area on the premises of Tulane. Non-employees of Tulane are prohibited from canvassing, soliciting or distributing literature on the premises of Tulane at any time.

S. Public Safety

The University is committed to providing an academic environment in which all members can safely learn, live, teach, work and excel. We intend to comply with applicable state and federal requirements for collecting and publishing crime statistics, and developing and implementing written University security rules, regulations, policies and procedures. The Department of Public Safety is authorized to collect and disseminate crime information and offers a wide variety of crime prevention services and programs. The Department of Public Safety collaborates with University departments in an ongoing effort to develop and implement campus security policy. You are reminded of the shared responsibility each of us bears in providing a safe academic community. This responsibility includes being familiar with services, participating in security programs, and following basic personal and property crime prevention procedures.

For more information regarding this policy or crime prevention information please contact the Department of Public Safety on your campus.

T. Emergency Announcements

The University has established the Tulane Alert Line (862-8080 and toll-free at (877) 862-8080), which is dedicated to providing important information to the University community in the event of a hurricane, tropical storm, or other emergency affecting the operation of the University. This information will also be available on the University’s emergency web site, emergency.tulane.edu.

U. Emergency Closings

In the event of an emergency, the President or his designee has the sole authority to close the University. If the University is closed, information regarding the closure will be available on the Tulane Alert Line (862-8080 and toll-free at (877) 862-8080) and posted on the University’s emergency web site, emergency.tulane.edu.

Employees must contact the Tulane Alert Line or emergency web site for official information regarding University closures. Employees may not rely on any other source of information regarding University closures. Whether an employee is entitled to pay for work during an emergency closure will be determined solely according to the information available on the Tulane Alert Line and emergency web site.

V. Gratuities

Employees may not accept money, goods, services, entertainment, or any form of gratuity either directly or indirectly from any individual or company interested in or engaged in business or
W. Volunteer Policy

I. Purpose

To establish uniform procedures for screening and engaging volunteers, ensure that volunteers’ relationships with the university are clearly established and understood by both parties, and to reduce the risk and protect the interests of the university, its volunteers, and the community it serves.

II. Definition of a University Volunteer

Volunteers are individuals who perform services directly related to the activities of the University for their own benefit, to support the humanitarian, educational, charitable or public service activities of the University, or to gain experience in specific endeavors. Volunteers perform services without promise, expectation or receipt of any compensation, future employment or any other tangible benefit.

To ensure that an individual performing volunteer services is not an employee for purpose of the Fair Labor Standards Act, all of the following criteria must be satisfied in order for an individual to be approved as a volunteer:

1. The services are intended to be voluntary and to be rendered without compensation.

2. The services must constitute a bona fide effort of the individual to volunteer for a humanitarian or public service purpose or for the benefit of his/her professional experience.

3. The fact that the individual is an employee elsewhere in the University does not mean he/she cannot volunteer in a capacity that differs from his/her employment. However, where an employment relationship does exist, that relationship may not be waived; so, for example, an employee cannot volunteer to do activities that are the same or similar to ones he/she performs in his/her job.

4. Individuals volunteer their time for their own personal motives, without promise or expectation of compensation, at hours that suit their own convenience.

5. Volunteers must not be utilized in ways that displace or replace regular employees in the performance of their normal duties.

III. Policy

A. Rights and Responsibilities of University Volunteers:
University Volunteers are expected to abide by University policies and external regulations that govern their actions including, but not limited to, ethical behavior, confidentiality, financial responsibility, drug/alcohol use, health and safety, protected health information, non-discrimination, and computer use.

Foreign nationals must have the appropriate visa and authorization to engage in volunteer activities.

Volunteers do not have an employment relationship with Tulane University on any grounds, and are not covered by the Fair Labor Standards Act. Therefore, they are not eligible for compensation or any University benefits as a result of this volunteer association.

B. Who May Volunteer

Anyone, including retirees, students, alumni, or others, may provide volunteer services to the University, with the following restrictions:

- A non-student under the age of eighteen may only become a University volunteer for services for which a Volunteer Agreement is not necessary (see “Services Not Requiring a Volunteer Agreement” section of this document).
- An employee may not become a University volunteer at the University in any capacity in which he or she is currently employed, or which is essentially similar to the individual’s regular work at the University.

Note: Services that are not directly related to University business, such as those performed by employees for employee organizations, are generally not covered by this policy.

C. Services Not Requiring a Volunteer Agreement

The University does not require a completed volunteer agreement for the following activities:

- Volunteer fundraising activities
- Advisory council participation
- Commencement volunteers
- Gallery/program guides
- Museum docent
- Public speakers
- Reunion Chairs
- Participation in all volunteer committees

D. Activities That Do Require a Volunteer Agreement and Are Subject to Volunteer Protocols
Any department engaging a University volunteer must maintain a completed and signed copy of the Volunteer Agreement along with any associated documents. A volunteer is generally required to complete a Volunteer Agreement to perform the following activities:

- Laboratory activities not specifically prohibited by Section E below
- Professional services, such as those being performed by accountants, architects, doctors, engineers, etc. whether or not the work is deemed a donation.
- Activities in any environment that would require orientation or training
- Activities with patients and/or subjects of experiments
- Activities with minors

E. Prohibited Activities

University volunteers may not replace employee positions or impair the employment of a University position. Volunteers’ services are generally limited to humanitarian, charitable or public services. University volunteers are also prohibited from performing the following activities:

- Operating heavy equipment or motor vehicles
- Working with any BSL III and BSL IV protocols
- Working with or having access to any export-controlled materials
- Working with stored energy (physical energy stored in air, gas, steam, water pressure, or in springs, elevated machines, rotating flywheels, fans, hydraulic systems, etc.)
- Any activity which would be considered inappropriate for an employee
- Entering into any contract on behalf of the University
- Working with bio-hazardous or infectious materials
- Working with animals or in laboratories where animals are present

F. Payments to University Volunteers

Payment for volunteer services is not permitted under any circumstance. However, a department may reimburse volunteers for actual and reasonable expenses, following University guidelines for reimbursements. Reimbursements must not substitute compensation and cannot be linked to productivity.

G. Volunteer Dismissal

The University and volunteer may end his/her volunteer service at any time and without any notice.

H. Procedure For Departments Seeking Volunteers In Activities Which Require A Volunteer Agreement
Any Department of the University seeking to utilize a volunteer for activities which require a volunteer agreement must abide by the following procedures before allowing the volunteer to begin services for the University:

- Have the individual sign the Volunteer Agreement and a Volunteer Background Investigation Release Form allowing the University to conduct a background check;
- Forward the Agreement and Authorization to WFMO;
- Not allow the volunteer to begin services for the University until WFMO verifies that the information provided in the Agreement and pursuant to the background check are acceptable.

Please note that the costs of performing background checks will be borne by the Department requesting the volunteer.

I. Related Forms

Volunteer Agreement
Description of Volunteer Service
Volunteer Profile
Parental Consent Form
Volunteer Background Investigation Release Form

Any questions may be directed to the Employee Support Services in the Workforce Management Organization. This policy is effective as of November 1, 2009.

X. Same-Gender Domestic Partnership

Tulane University extends same-gender domestic partner benefits to employees in a University-recognized same-gender domestic partnership. A same-gender domestic partnership is recognized by the University when 1) the relationship meets the definition set forth below; and 2) the employee and the same-gender domestic partner have submitted the Affidavit of Same-Gender Domestic Partnership form available in the Workforce Management Organization.

Definition of a Same-Gender Domestic Partnership

Tulane University defines same-gender domestic partnership as two individuals of the same gender who live together in a long-term relationship of indefinite duration, with an exclusive mutual commitment in which the partners agree to be jointly responsible for each other's common welfare and to share financial obligations. The partners may not be related by blood to a degree of closeness that would prohibit legal marriage in the state in which they legally reside.

Eligibility Criteria

Tulane recognizes a same-gender domestic partnership when:
- The employee and the same-gender domestic partner are each other’s sole partner, and intend to remain so indefinitely.
- The employee and the same-gender domestic partner are not currently married.
- The employee and the same-gender domestic partner are at least eighteen (18) years of age and mentally competent to consent to a contract.
- The employee and the same-gender domestic partner have not been legally married within the last twelve (12) months.
- The employee and the same-gender domestic partner are currently residing together in the same principal residence, and have done so for the last six (6) months, and intend to do so indefinitely.
- The employee and the same-gender domestic partner are at least eighteen (18) years of age and mentally competent to consent to a contract.
- The employee and the same-gender domestic partner have not been legally married within the last twelve (12) months.
- The employee and the same-gender domestic partner are currently residing together in the same principal residence, and have done so for the last six (6) months, and intend to do so indefinitely.
- The employee and the same-gender domestic partner are not related by blood or marriage to a degree of closeness that would prohibit legal marriage in the state in which they reside.
- The employee and the same-gender domestic partner are jointly responsible for each other's common welfare and share financial obligations. In addition, the employee and same-gender domestic partner have a lawful and substantial economic interest in having the life, health or bodily safety of each other continue as mandated by Louisiana law. Further, the employee and same-gender domestic partner must agree to maintain on file with Tulane University current evidence documenting that joint responsibility for each other’s common welfare and financial obligations by the existence of at least three (3) of the requirements listed below.
  o Joint ownership of real estate (e.g. deed), joint mortgage, or joint lease;
  o Joint ownership of one or more automobiles (e.g. title);
  o Joint bank accounts and/or other financial instruments (e.g. accountant statement, independent financial statements) having a value of at least $25,000.00 or 30% of the combined net assets of employee and partner, whichever is less;
  o Designation of partner as the full or partial primary beneficiary in employee’s will (e.g. a copy of a valid will); or
  o Designation by either the employee or partner as the full or partial primary beneficiary of a life insurance policy or retirement contract having a death benefit of at least $25,000 (e.g. copy of the policy or contract).

Registration Procedure

1. The employee and his/her same-gender domestic partner must complete and sign an, Affidavit of Same-Gender Domestic Partnership in the presence of a notary public.
2. The employee should bring the notarized, Affidavit of Same-Gender Domestic Partnership to the Tulane University benefits office in the Workforce Management Organization. A Benefits Specialist will review the documents to verify that eligibility criteria cited above have been met.
3. If eligibility criteria have been met, the Workforce Management Organization representative will sign the, Affidavit of Same-Gender Domestic Partnership which registers the partnership with the University.
4. The original Affidavit and documents are returned to the employee.
5. Copies of the Affidavit, together with the submitted documents, are maintained in the Workforce Management Organization.

Change in Status

If any of the eligibility requirements listed above and certified in this Affidavit are no longer satisfied, then the employee and same-gender domestic partner will no longer be considered same-gender domestic partners, and the partner will not be eligible for any Tulane benefits.

The employee is responsible for notifying the Tulane University benefits office in the Workforce Management Organization in writing if there is any change in same-gender domestic partners status as attested in the Affidavit of Same-Gender Domestic Partnership, which would change eligibility for Tulane benefits. For example, in the event that the employee and partner cease to reside together, or if the employee and partner are no longer defined as same-gender domestic partners, then it is the responsibility of the employee to notify the Tulane University benefits office in writing or by filing a Declaration of Termination within thirty-one (31) days of such change. Failure to provide written notice of change in status within the thirty-one (31) days of the change is deemed to constitute a “material omission” subject to disciplinary action, including termination of employment.

The employee is responsible for notifying the partner in writing if and when a change in status is reported to the Tulane University benefits office.

After a change in status, the employee may not file a subsequent Affidavit of Same-Gender Domestic Partnership until twelve (12) months after notifying the Tulane University benefits office in writing of the change in status. (The twelve (12) months waiting period will be waived only if another Affidavit is filed for the same Partner.)

Same-gender domestic partners are subject to the same window period governing all other employees who are covered by or applying for benefit plan coverage. For employees, any births, adoptions, and same-gender domestic partnerships are all subject to a thirty-one (31) day limit on the enrollment period beginning on the date of the event (i.e., birth, adoption or signing of the statement of same-gender domestic partnership).

Post-Tax Deductions and Imputed Income Required

Same-gender domestic partners and their children are not considered tax-qualified dependents and therefore the portion of the deductions for Medical, Dental and Vision coverage for the same-gender domestic partner the same-gender domestic partner’s children will be paid on a post-tax basis. Furthermore, the University contributions for Medical coverage for same-gender domestic partner and their children are considered imputed (taxable) income to the employee. Imputed income is separate from, and in addition to, your bi-weekly or monthly plan cost. The amount of your imputed income depends on the plans in which you are enrolled and the level of coverage elected. Imputed income is reported on your annual Form W-2.

The Same-Gender Domestic Partnership policy is effective November 15, 2010.
VII. COMPENSATION

A. Paychecks

Paychecks are issued on the last weekday of the month for employees that are paid monthly. For employees that are paid bi-weekly, pay checks are issued the second Friday following the end of the pay period.

For monthly paid or biweekly paid employees, if a holiday falls on a regularly scheduled pay day, then a pay date announcement will be made.

The University is required to withhold federal and state income tax and social security taxes from your paycheck. The University will also withhold court-ordered garnishments from your paycheck. If you are eligible for certain University benefits, the premiums for such benefits, as well as any deductions which you have authorized, will also be deducted from your paycheck.

Please contact the Workforce Management Organization if you have questions.

This update to the Paychecks policy is effective January 5, 2012.

B. Social Security

All University staff employees are covered by Social Security under the Federal Insurance Contributions Act (“FICA”). An amount is withheld from each paycheck and the University contributes an equal amount. If you have questions about the benefits provided by Social Security, please contact your local Social Security Administration office.

C. Direct Deposit

All new and current staff employees paid monthly or bi-weekly must have their paycheck automatically deposited into their bank account. Please contact the Workforce Management Organization for details and the necessary authorization form. Employees will receive an itemized statement of earnings and deductions.

D. Shift Premiums

Non-exempt staff employees who are regularly scheduled to work evenings, nights and/or weekends may receive additional compensation in the form of a shift premium. If you receive a shift premium, it will be included in determining your regular rate for overtime, holidays (which do not include Winter Recess days) and vacation leave.

Employees who are not entitled to a shift premium and who work overtime into the evening or night shift will not receive a shift premium for the additional time worked. Employees who are reassigned from a non-shift premium schedule to a shift premium schedule will be paid the shift premium for the duration of their assignment.
E. **Overtime**

Federal law defines overtime as time worked in excess of forty (40) hours in a single work week. Under federal law, non-exempt employees are entitled to one and one-half times (1½X) their regular rate of pay for overtime. If you are non-exempt, you will receive 1½X your regular rate for time worked in excess of 40 hours in a single work week.

However, if your full-time position requires only thirty-seven and one-half (37½) hours per week, the University will pay you at your overtime rate for all time worked in excess of 37½ hours.

Your regular job responsibilities should be completed without the need for time in excess of your regular work hours. However, you may be required to work additional hours on an overtime basis when authorized and considered essential by your supervisor.

Vacation and sick leave do not count as time worked in determining overtime. Overtime is paid in the pay period in which it is earned and may not be carried over from one payroll period to the next.

F. **Pay for Emergency Closings**

This policy applies to regular full-time and part-time benefit eligible employees of Tulane University. Should the University or one or more of its campuses be closed due to an emergency, the following shall apply:

**Emergency closing up to two weeks**
All employees released from duty as a result of an emergency closing during their regular work day will be paid for the remainder of the work day at their regular rate.

If a non-exempt employee is required to work during an emergency closing of the University, the employee will be paid two and one-half times (2½X) his or her regular rate for all hours worked during the emergency closing.

Emergency closing pay is not used to calculate overtime pay.

**Emergency closing for extended duration**

1. **Mandatory Notification Procedure**

Following the announcement by the University that the University or one or more of its campuses will be closed for an extended duration, employees who work at the University and/or the affected site must notify the University of his or her contact information by phone at 1-877-TULANE8 or at www.tulaneemployees.com within 72 hours of the University’s announcement. Failure to comply with this notification procedure may result in disciplinary action, including immediate termination from the University.
2. Emergency Pay for Extended Duration Closures

A. No Request by Supervisor to Return to Work:

If the University or one or more of its campuses closes for a period in excess of two weeks, employees who are not required to work after the close of the second week will be required to use accrued vacation or sick leave (in that order) until the University resumes full-scale operations beginning with the first workday of third week of closure.

Employees who exhaust or do not have accrued vacation or sick leave will receive pre-paid vacation pay until the University resumes full-scale operations. Pre-paid vacation accruals will be offset against future vacation or similar personal leave accruals. In the event an employee receives pay for pre-paid vacation leave and his employment with the University terminates for any reason, the employee will be required to reimburse the University for the pre-paid vacation leave. The University reserves the right to deduct the unearned vacation pay from the employee’s final paycheck, to the fullest extent permitted by law. Employees may be required to provide a written authorization for such deductions in order to receive pre-paid vacation pay.

Examples are provided to illustrate the change in the vacation and sick leave policies in the event of an emergency closure for an extended duration:

a. Employee A has 40 days of accrued vacation on November 1 and is not working her regular 37 ½ hour workweek as a result of the extended duration emergency closing. Effective November 1, Employee A will receive vacation pay for the 20 working days in the month of November and will have 20 days of accrued vacation as of December 1.

b. Employee B does not have any accrued vacation or sick leave as of November 1 and is not working his 37 ½ hour workweek as a result of the extended duration emergency closing. Employee B will receive pre-paid vacation pay for the month of November and will have to offset the vacation pay used during this month by earning an equivalent amount of vacation or other similar accruals after the University resumes full-scale operations.

c. Employee C has 10 days of accrued vacation and 5 days of sick leave on November 1 and is not working his regular 40 hour workweek week as a result of the extended duration emergency closing. Employee C will receive vacation pay for the first 10 working days of November, sick leave pay for the next 5 working days, and pre-paid vacation pay for the remaining 5 working days in the month of November. If Employee C’s employment with the University continues when the University resumes full-scale operations, he will have to offset the vacation pay used during this month by earning an equivalent amount of vacation or other similar accruals after the University resumes full-scale operations.
B. Request by Supervisor to Return to Work Non-exempt employees who are required to work on the third week of an emergency closure will be paid at two and one-half times (2½X) his or her regular rate for all hours worked during the extended duration emergency closure. Exempt employees who are required to work will receive their regular pay.

The update to the Pay for Emergency Closings Policy is effective August 8, 2013.

G. Pay for University Holidays

All employees classified as regular full-time or regular part-time with benefits who are not on an unpaid leave of absence will be paid their regular rate for standard University holidays.

A non-exempt employee classified as either regular full-time or regular part-time with benefits who is required to work on a standard University holiday will be paid one and one-half times (1½X) his or her regular rate for hours worked on the standard University Holiday which fall outside the employee’s regular work day. The employee will be paid two and one-half times (2½X) his or her regular rate for all hours worked on the standard University holiday which fall within the employee’s regular work day.

Holiday pay is not used to calculate overtime pay. If as a result of work on a University Holiday, a non-exempt employee works hours in excess of the employee’s regular work week, the employee will be paid at a maximum rate of two and one-half times (2½X) his or her regular rate for all hours worked in excess of the employee’s regular work week.

A listing of standard University holidays can be found in Section X of this Handbook. The exact dates of the standard Winter Recess days will be distributed each year and posted on the Workforce Management Organization web site.

The update to the Pay for University Holidays Policy is effective August 8, 2013.

H. Pay for Travel by Non-Exempt Employees

Whether a non-exempt employee is paid for travel time is dependent on the specific circumstances, as described below. These pay policies are intended to comply with the Fair Labor Standards Act.

Home to work: Generally, a non-exempt employee is not paid for time spent commuting from home to work. This is also true if an employee is required to return to the University or to the employee’s regular work location to respond to an emergency situation.

Home to work, special assignments: A non-exempt employee must be compensated for all time spent traveling to attend a seminar, training session, or work assignment at an off-site location that lasts a full day, but only to the extent that the time is beyond what the employee would normally spend commuting to and from work at his regular work location. All time spent by the
employee attending the seminar or training session is considered work time, except for meal
periods not spent performing work or in the seminar or training session.

Travel as part of the day’s work: A non-exempt employee must be compensated for time spent
traveling as part of his principal work activity, such as travel from job site to job site during the
work day. In addition, if a non-exempt employee must report to a meeting place to receive
instructions, perform other work, or pick up items for work, the travel time from the meeting
place to the work site is counted as hours worked.

Overnight travel: If a non-exempt employee travels to a seminar, training session, or work
assignment and leaves the day before the seminar, training session or work assignment begins,
the employee will be compensated only for the travel time that overlaps the employee’s regular
work day. For example, if the employee’s regular work day is from 8:30 a.m. until 5 p.m., and
the employee leaves at 4 p.m. to attend a seminar the next day, arriving at the destination at 9
p.m., the employee will be paid only for one hour of travel time. Time for normal meal periods
will be deducted from the total hours worked, provided the employee performs no work during
the actual meal period.

In addition, a non-exempt employee will be compensated for travel time during the employee’s
regular work hours on days which the employee is not regularly scheduled to work. For example,
if an employee who does not regularly work on weekends travels on a Saturday, the employee
will be paid for travel time occurring during the hours of his regular work day. Time for normal
meal periods will be deducted from the total hours worked, provided the employee performs no
work during the actual meal period.

Work performed while traveling: A non-exempt employee will be compensated for work actually
performed while traveling.

I. Salary Supplements

Individual departments may provide salary supplements to newly-hired employees who were
participants in a retirement plan immediately prior to accepting employment with the University.
These supplements may only be provided for a period of two years (2) from the date of hire.
Salary supplements are not included in base salary for purposes of calculating other benefits.

J. Departmental Pay Practices

Due to specific operational needs, departments may have additional premium pay practices, such
as call-back pay or on-call pay. These practices must be approved in advance by the Workforce
Management Organization.

If a non-exempt employee is called back to work, he/she will be guaranteed a three (3) hour
minimum of pay regardless of the number of times called back within the initial three (3) hour
period. However, if the non-exempt employee works beyond the initial three (3) hours, he/she
will then be paid for all hours worked beyond the initial three (3) hour period.

The update to Departmental Pay Practices Policy is effective August 8, 2013.
VIII. UNIVERSITY BENEFIT PROGRAM

A. Health and Welfare Benefits

The University offers a comprehensive employee benefit program to protect the health and welfare of you and your eligible dependent(s). The University benefit program is an important part of an eligible employee’s total compensation package. At the present time, we offer eligible employees the opportunity to participate in the following benefit plans:

- Health Insurance Plan
- Dental Insurance Plan
- Medical Flexible Spending Account Plan
- Dependent Care Flexible Spending Account Plan
- Long-Term Disability Insurance
- Staff Retirement Plan
- Tax-Deferred Retirement Plan
- Life Insurance Plan
- Voluntary Life Insurance
- Accidental Death and Dismemberment Insurance
- Death Benefit
- Travel Accident Insurance
- Employee Assistance Program
- Employer-Assisted Housing Program

Summary plan descriptions describing each benefit plan offered, the benefits available, and the eligibility requirements are distributed to all eligible employees. Generally, an employee’s eligibility to participate in the University benefit program described below depends upon his or her employment category. Regular full-time employees and regular part-time employees with benefits are eligible for these plans, unless eligibility is otherwise required by federal or state law. Only regular full-time employees are eligible to participate in the University’s tuition waiver program. For more information concerning the benefit plans available, please contact the benefits office in the Workforce Management Organization.

Each benefit plan, including each tuition waiver program detailed below, is subject to change, amendment or termination by the University at any time in its sole discretion. The University adheres to all the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended (“COBRA”) and the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) as they apply to our employees. The University extends COBRA coverage continuation rights to registered same-gender domestic partners.

The update to the Health and Welfare Benefits section of the Staff Handbook is effective November 15, 2010.
B. Tuition Waiver Program

1. Eligibility

   a. Regular full-time employees who have completed the introductory period and enlisted personnel of the ROTC units employed by the University; and

   b. After an employee described in subparagraph (i) completes three (3) years of full-time continuous service at the University, the spouse, same-gender domestic partner, and/or dependent children of such employees. For purposes of this program, the term “spouse” means the person to whom the employee is currently and legally married, and does not include divorced and legally separated spouses. For the purposes of this program, the term “same-gender domestic partner” means the member of a same-gender domestic partnership that is recognized by the University when 1) the relationship meets the definition set forth in the Same-Gender Domestic Partnership policy; and 2) the employee and the same-gender domestic partner have submitted the Affidavit of Same-Gender Domestic Partnership form available in the Workforce Management Organization. For purposes of this program, the term “dependent children” means the biological, adopted, or stepchildren of the employee who are claimed as dependents for federal income tax purposes on the employee’s income tax return. Spouses, same-gender domestic partners, and dependent children of regular full-time employees who are themselves employees of the University will have their eligibility for tuition waivers determined exclusively on the basis of their own employment.

2. Benefit

   a. Each semester, eligible employees may receive exemption from the payment of tuition, but not University fees, for up to two (2) courses or six (6) hours, whichever is greater, at the undergraduate or graduate level. For clarity, it is possible to take two (2) courses of four (4) hours each in a semester because the two-course maximum would not be exceeded. It is also possible to take three (3) courses of two (2) hours each because the six-hour maximum would not be exceeded.

       Any of the summer sessions are considered a semester. Employees are allowed to take a maximum of two (2) courses or six (6) hours, whichever is greater and regardless of sessions, for the summer, as in Fall and Spring.

       If a spouse, same-gender domestic partner or dependent child of an eligible employee is employed by the University and eligible for the tuition waiver benefit, this subparagraph (i) will apply.

   b. Eligible spouses, same-gender domestic partners, and dependent children of an eligible employee may receive exemption from the payment of tuition, but not University fees, for credit courses at the undergraduate level only.

   c. Tuition waivers are granted for college-level work taken for credit and do not include
workshops or non-credit seminars.

d. Tuition waivers are not granted for some programs, including but not limited to:

- Executive Master of Business Administration
- Concurrent Enrollment
- Gifted and Talented
- Project Tulane
- Tulane Junior Summer Lyric Theater
- Freeman Summer School Abroad
- Master of Liberal Arts, not including Master of Liberal Arts from the School of Continuing Studies
- Executive Master of Health Administration
- Civic and Cultural Management Program
- Master of Science in Pharmacology
- Master of Science in Cell and Molecular Biology
- Executive Master of Medical Management

Please contact the Workforce Management Organization to determine whether a program is covered by this policy.

e. Under no circumstances will a tuition waiver be granted to any eligible person for taking a previously completed course a second time.

f. Please note that graduate-level tuition waivers for University employees can be provided on a tax-free basis up to $5,250 annually.

3. Procedures

a. The University requires a copy of the employee’s most recent federal income tax return when a tuition waiver is claimed for a dependent child. Failure to provide this or any additional documentation requested may result in denial of the benefit.

b. An online Tuition Waiver Application form must be completed each semester in which enrollment is requested. Eligibility for tuition waivers is determined when an online Tuition Waiver Application is submitted.

c. An online Tuition Waiver Application must be submitted to the Workforce Management Organization by the applicable deadline. The deadline for applications for a particular academic session can be found on the Workforce Management Organization web site. Late online Tuition Waiver Applications will not be processed and tuition becomes the employee’s responsibility.

d. If the person enrolled on a tuition waiver basis becomes ineligible for the tuition waiver during a semester, the ineligible person will be allowed to complete the semester in which he
or she is enrolled. However, if the person enrolled becomes ineligible for the tuition waiver as a result of such employee’s voluntary termination of employment at any time during the semester, the former employee will be charged for the full tuition amount for that semester.

e. In the event that an eligible person drops a course subsequent to the deadline for drop/add, the employee will be charged a $50.00 per class drop fee per course.

f. These benefits are contingent upon the University’s admissions guidelines.

g. Tuition waivers for employees, spouses, and dependent children for undergraduate study are treated as non-taxable educational assistance. Tuition waivers for same-gender domestic partners are treated as taxable income for the employee. Tuition waivers for education beyond the undergraduate level for eligible employees (not available for spouses, same-gender domestic partners, or children) may be treated as taxable income to the employee under the Internal Revenue Code.

The update to the Tuition Waiver Program is effective December 13, 2013.

C. Extended Tuition Waiver Program

1. Eligibility

a. Employees

   i. Retirees with at least twenty-five (25) years of full-time service at the University who completely sever their employment relationship with the University;

   ii. Employees who have been approved and accepted as disabled under the University’s Long-Term Disability Plan and have at least five (5) years of full-time service at the University at the time of the disability;

   iii. Employees who have been approved and accepted under the University’s Long-Term Disability Plan, have less than five (5) years of full-time service at the University, and are enrolled on a tuition waiver basis at the time of the disability;

   iv. Faculty members whose tenures are terminated under extraordinary circumstances caused by financial exigencies or by a bona fide discontinuance of a program or a department of instruction.

b. Spouses, Same-Gender Domestic Partners and Dependent Children

   i. The spouse, same-gender domestic partner, and dependent children of a retired employee described in subparagraph (i)(a) above;

   ii. The spouse, same-gender domestic partner and dependent children of a disabled employee described in subparagraph (i)(b) above;
iii. If enrolled on a tuition waiver basis at the time of an employee’s death or disability, the spouse, same-gender domestic partner, and/or dependent children of a disabled employee described in subparagraph (i)(c) above or of an employee who dies before completing five (5) years of full-time service at the University;

iv. The spouse, same-gender domestic partner, and dependent children of an employee who has at least five (5) years of full-time service at the University and separates from service by reason of death.

c. Dependent Children

The dependent children of tenured, full-time faculty members whose tenures are terminated under extraordinary circumstances caused by financial exigencies or by a bona fide discontinuance of a program or a department of instruction. For purposes of this program, the term “spouse” means the person to whom the employee is currently and legally married, and does not include divorced and legally separated spouses. For the purposes of this program, the term “same-gender domestic partner” means the member of a same-gender domestic partnership that is recognized by the University when 1) the relationship meets the definition set forth in the Same-Gender Domestic Partnership policy; and 2) the employee and the same-gender domestic partner have submitted the Affidavit of Same-Gender Domestic Partnership form available in the Workforce Management Organization. The spouse or same-gender domestic partner of a deceased employee becomes ineligible for an extended tuition waiver when he or she remarries. For purposes of this program, “dependent children” means the biological, adopted, or stepchildren of the employee who are claimed as dependents for federal income tax purposes on the employee’s federal income tax return. In the case of biological, adopted or stepchildren of a deceased employee, “dependent children” are children who were claimed as dependents for federal income tax purposes on the employee’s federal income tax return in the year of death or the year immediately preceding the employee’s death.

d. Exclusion

If an employee is terminated by the University for cause, neither the employee, nor any spouse, same-gender domestic partner or dependent child of the employee is eligible for tuition waivers under this program.

2. Benefit

a. Except as provided in subparagraph (ii) below, the total number of annual tuition waivers available to an eligible employee, along with his or her spouse, same-gender domestic partner, and/or dependent children as a group is equal to the number of years of full-time service by the employee, including the academic year in which the retirement, disability or death occurs.

b. Employees described in subparagraph (A)(i)(c), together with the spouse, same-gender
domestic partner and/or dependent children of such employees described in subparagraph (A)(ii)(c) shall be eligible to receive a total of five (5) annual tuition waivers. If more than one eligible individual is enrolled on a tuition waiver basis at the time of the employee’s death or disability, the enrolled individuals as a group shall be entitled to receive a total of five (5) annual tuition waivers.

c. An annual tuition waiver is defined as the exemption from the payment of tuition, but not University fees, to the extent available for active employees under the tuition waiver program at the time the application for tuition waiver is submitted, for credit courses during an academic year (August to August: fall, spring and summer sessions).

d. Annual tuition waivers are not granted for some programs, including, but not limited to:

- Executive Master of Business Administration
- Concurrent Enrollment
- Gifted and Talented
- Project Tulane
- Tulane Junior Summer Lyric Theater
- Freeman Summer School Abroad
- Master of Liberal Arts
- Executive Master of Health Administration
- Civic and Cultural Management Program
- Master of Science in Pharmacology
- Master of Science in Cell and Molecular Biology
- Executive Master of Medical Management

e. Under no circumstances will a waiver be granted to any eligible person for taking a previously completed course a second time.

3. Procedures

a. The University requires a copy of the employee’s most recent federal income tax return if the tuition waiver requested is for a dependent. Failure to provide this or any additional documentation requested may result in denial of the benefit.

b. If the spouse, same-gender domestic partner or dependent child is enrolled on a tuition waiver basis and becomes ineligible for the tuition waiver during the semester, the ineligible person will be allowed to complete the semester in which he or she is enrolled.

c. The use of a tuition waiver by an individual at any time during the academic year is counted as the use of one annual tuition waiver. This means that if the former employee, spouse, same-gender domestic partner or dependent child uses a tuition waiver to take only one course during an entire academic year, it counts as the use of one annual tuition waiver. However, if the former employee, spouse, same-gender domestic partner and dependent child each take one course during an entire academic year or a full course load all three semesters, it counts as the use of
three annual tuition waivers.

d. These benefits are contingent upon the University’s admissions guidelines.

The update to the Extended Tuition Waiver Program is effective November 15, 2010.

D. Tuition Exchange Program

The University participates in a tuition exchange program. Under certain circumstances, this program permits undergraduates enrolled using tuition waivers to attend other colleges and universities. A listing of participating institutions can be found at www.tuitionexchange.org. Please contact the University’s Financial Aid Office for more information.

IX. SERVICES AND AWARDS

A. Eligibility

With a valid University identification card or badge, all employees, regardless of classification, can gain access to the services and programs described below. The University reserves the right to change and/or terminate these services and programs at any time.

B. Employee Assistance Program

The University recognizes that employees who experience personal and workplace problems may need professional assistance. The University contracts with an outside vendor to provide confidential counseling and referral services for employees and their immediate families through the Employee Assistance Program (“EAP”). These services are available 24 hours a day, 7 days a week. The EAP phone number may be obtained by contacting the Workforce Management Organization or through their web site. The University provides up to three (3) counseling sessions at no cost to you. If additional counseling is necessary, you will be referred to an appropriate counseling agency. Your participation in this program is voluntary and confidential.

C. Child Development Centers

Tulane University has two Child Development Centers, Newcomb Children’s Center and Kidopolis Child Development Center.

The program at both centers is based on the belief that every child is an individual and should be treated as a special and unique person. The program is designed to help each child grow and develop at his/her own pace. The children are encouraged to choose from the array of planned, developmentally appropriate activities offered. Special emphasis is placed on learning through play.

Both centers are open Monday through Friday from 7:30 a.m. to 5:30 p.m., offer temporary parking during normal drop off/pick up times, and first accept children whose parents are current
Tulane affiliates, i.e. full-time benefited faculty and staff, medical residents, and full-time students. If spaces are available, those in the community will be considered.

Newcomb Children’s Center is located on Tulane’s uptown campus and accepts children from twelve months to five years of age. The Newcomb Children’s Center does not take applications for unborn children.

Kidopolis Child Development Center, managed by Bright Horizons, is located on Tulane’s downtown campus in the Central Business District, accepts children from six weeks to five years of age, and applications for unborn children. Non-Tulane affiliates must work in the Central Business District to be considered for a community spot.

For more information, go to the website at http://tulane.edu/childdevelopmentctrs/welcome.cfm.

The update to the Child Development Centers section of the Staff Handbook is effective August 8, 2013.

D. Campus Recreation

Membership in the Reily Recreation Center is available to you and your immediate family at staff employee rates. The Reily Center features indoor and outdoor pools, racquetball, squash, basketball, volleyball and badminton courts, an indoor jogging track, fitness classes, weight room, fitness machines and a juice bar. Please contact the Reily Center’s membership office for more information on the faculty and available programs.

E. Tulane-Loyola Federal Credit Union

The Tulane-Loyola Federal Credit Union provides convenient and competitively priced loans, savings and checking accounts, and other services. More information can be found at the Tulane-Loyola Credit Union web site.

F. Parking

To park your car in a non-metered space on the uptown campus, you must obtain a parking permit by registering your vehicle with the Traffic Division of the Department of Public Safety and paying the applicable fee. To park your car in a garage on the downtown campus, you must pay the hourly rate for that garage or obtain a permit by registering your vehicle and paying the applicable fee. Fees for parking permits paid by payroll deduction can be paid on a pre-tax basis. Contact the Traffic Division of the Department of Public Safety on the uptown campus or Parking Services at the Health Sciences Center for more information.

G. Bookstore Discounts

You are eligible for a discount of ten percent (10%) on most items purchased from the University bookstores by presenting your University identification card or badge to the cashier. Discounts are not available for items such as computer hardware and software.
H. Lectures, Concerts and Theater

Numerous musical recitals, band and orchestra concerts, plays, forums, films and lectures of interest and importance are held on the University’s campus, many of which are open to members of the University community at no cost or a reduced cost.

The update to the Lectures, Concerts and Theater section of the Staff Handbook is effective December 13, 2013.

I. Libraries

You may use the University’s libraries free of charge by presenting your University identification or badge. Some libraries restrict the use of the library by non-students during certain hours or periods of the academic year. Please contact the library you are interested in using for more information.

J. Sporting Events

You may purchase season tickets to all home football, basketball and baseball games at half price. There are limitations on the number of tickets you may purchase per season. Admission is free to all women’s sporting events upon presentation of your University identification card or badge. Please contact the Athletic Department Ticket Office for additional information.

K. Tulane University Staff Recognition and Awards Programs

a. Staff Recognition Events

The Staff Recognition Events are hosted by Workforce Management every spring on the Uptown, Downtown and National Primate Research Center campuses. During these events all regular full-time and regular part-time staff employees who have reached a milestone anniversary during the prior year are honored by the University President and their peers. Milestone anniversaries are recognized for continuous service in 5 year increments.

b. The Yvette Milner Jones Award

In recognition of Yvette M. Jones’ longstanding leadership, dedication and tireless service to the advancement of Tulane University, the Tulane University Board has established the Yvette Milner Jones Award. The award will be given to an outstanding Tulane University staff member or administrator for his or her superior achievement, dedicated service and involvement in the affairs of the Tulane University community. Building upon her legacy, the recipient of the award will reflect the same loyalty, foresight and initiative that characterize Yvette M. Jones’ accomplishments in strengthening Tulane University.
c. The President's Staff Excellence Award

The President's Staff Excellence Award is bestowed every year on the top university staff employees who best represent high achievement in their contributions to the university. Award recipients receive a one-time cash award and will be honored at an annual dinner at the home of the University's President.

The update to the Tulane University Staff Recognition and Awards Programs section of the Staff Handbook is effective April 19, 2012.

X. LEAVES, HOLIDAYS AND TIME AWAY FROM WORK

A. Vacation

Staff employees who are categorized as either regular full-time or regular part-time with benefits earn vacation leave. During the first year of employment, regular full-time staff employees (other than Research Postdoctoral Fellows) can earn ten (10) days of vacation leave. During the second through the tenth years of employment, regular full-time staff employees (other than Research Postdoctoral Fellows) can earn fifteen (15) days of vacation leave per year. During the eleventh and later years of employment, regular full-time staff employees (other than Research Postdoctoral Fellows) can earn twenty (20) days of vacation leave per year. Staff employees who are categorized as regular part-time with benefits can earn a pro-rated amount of vacation leave based on the percentage of full time they work. Research Postdoctoral Fellows can earn five (5) days of vacation leave annually.

Vacation leave is earned for each completed pay period. The rate at which you accrue vacation leave varies depending on whether your work week is 37½ or 40 hours long.

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<th>Year of Employment</th>
<th>Rate of Accrual (hours per month)</th>
<th>Maximum Accrual Per Year (days)</th>
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Unless you are a Research Postdoctoral Fellow, you may accrue and carry over to the following year unused vacation leave up to two times (2X) your then-current rate of accrual per year. Once you have accrued this amount, you may continue to accrue vacation until your next subsequent anniversary date. On your next subsequent anniversary date, any unused vacation in excess of two times (2X) your then-current rate of accrual per year will be forfeited. Vacation leave may also be donated to the vacation transfer pool. If you are a Research Postdoctoral Fellow, you must use your accrued vacation during the year it is accrued or lose it. You may not carry over unused accrued vacation to the following year.
You may not use vacation leave before it is accrued. Note: You do not accrue vacation leave unless and until you have completed six (6) consecutive months of employment with the University. If you resign or are terminated prior to completing six (6) consecutive months of employment, you have no accrued vacation leave.

If you transfer from one department to another, your accrued vacation leave will transfer with you. If you transfer from a staff position to a faculty or administrative position, a record of your vacation leave accrued prior to the transfer will be maintained, and unless you are a Research Postdoctoral Fellow, you will receive payment for any accrued but unused vacation leave when your employment with the University terminates, at the pay rate applicable prior to the transfer. Research Postdoctoral Fellows will receive payment for any accrued but unused vacation leave when employment with the University terminates.

You will continue to accrue vacation leave while on paid leave, but you will not earn vacation leave while on unpaid leave, except in the case of certain types of military leave. See the “Military Leave” section of this Handbook.

If a standard University holiday occurs during an approved period of vacation leave, the holiday will not count as vacation leave. If you become ill during an approved period of vacation leave, the period of illness occurring during the approved vacation will count as vacation leave. If an emergency closing occurs during an approved period of vacation leave, the period of the closing will count as vacation leave. If you give two (2) weeks’ notice of voluntary termination of employment with the University and fail to report to work during the notice period, your accrued but unused vacation leave will be reduced accordingly.

You are required to give your supervisor at least two (2) weeks prior notice of a desired period of vacation leave. Every consideration will be given to your request for vacation leave; however, your supervisor is responsible for scheduling vacations according to departmental needs. If the requested periods of vacation leave of two or more employees conflict, the employees’ length of service will be considered. Exempt employees with accrued vacation leave may request a period of vacation leave in one-half (1/2) day increments. Time away for less than one-half (1/2) day will not be charged against the exempt employee’s vacation balance.

If you terminate your employment with the University after at least six (6) consecutive months of service, you will receive payment for your accrued but unused vacation leave. All vacation leave will be capped at a maximum of two times the individual’s annual accrual.

This policy update to the Vacation policy is effective April 19, 2012.

B. Vacation Transfer Pool

The Staff Vacation Transfer Pool is designed to make additional paid leave available to staff employees who experience a catastrophic health event by permitting eligible employees to voluntarily surrender their accrued, unused, vacation leave for the benefit of such other employees.
For the purposes of this policy, a “catastrophic health event” means an unexpected medical emergency which is an extremely severe, life threatening, health-related medical condition for which a physician has certified that the staff employee or the staff employee’s family member is unable to perform work for five (5) days or more due to the unexpected medical emergency which is an extremely severe, life threatening, health-related medical condition and is covered by Family and Medical leave.

In order to be eligible to use the Staff Vacation Transfer Pool, a staff employee:

- Must be eligible for Family and Medical leave; and
- Must be eligible to accrue vacation leave; and
- Must have used all of his or her paid leave.

Vacation hours may be transferred to the Staff Vacation Transfer Pool. These donated hours will be distributed to qualifying employees on a first-come, first-served basis.

Vacation hours may also be transferred to a specific employee. If the hours are transferred to a specific employee, the recipient of the hours must meet the full definition of a catastrophic health event as defined by this policy. The amounts paid to the recipient are considered wages. These wages will be included in the gross income of the recipient and are subject to social security, Medicare, and federal income tax withholding.

Solicitation of vacation hours for transfer is prohibited.

Unused transferred vacation hours will be forfeited and will not be returned to the employee that surrendered the vacation hours.

Please contact the Workforce Management Organization for more information.

This policy update to the Vacation Transfer Pool policy is effective November 15, 2010.
C. **Holidays and Winter Recess**

Standard University holidays are as set forth below. The exact dates of these holidays will be distributed each year and posted on the Workforce Management Organization web site. You are not required to report to work on these holidays, unless otherwise instructed by your supervisor.

1. Independence Day
2. Labor Day
3. Thanksgiving
4. Friday after Thanksgiving
5. Christmas Eve
6. Christmas Day
7. New Year’s Eve
8. New Year’s Day
9. Martin Luther King Day
10. Lundi Gras Day – Staff Appreciation
11. Mardi Gras Day
12. Good Friday
13. Memorial Day

Those weekdays falling between Christmas Day and New Year’s Eve that are not listed as a University holiday may be designated as standard Winter Recess days at the discretion of the President of the University. The exact dates of the standard Winter Recess days will be distributed each year and posted on the Workforce Management Organization web site. You are not required to report to work on standard Winter Recess days, unless otherwise instructed by your supervisor.

If a staff employee is required to work on any or all of the standard Winter Recess days, the employee may reschedule the number of Winter Recess days with the approval of his or her supervisor. The employee will receive pay only at his or her regular rate for work performed on standard Winter Recess days. The employee will receive pay only at his or her regular rate for rescheduled Winter Recess days.

Refer to the “Pay for University Holidays and Winter Recess” policy in Section VII of this Handbook for additional information.

D. **Sick Leave**

The purpose of sick leave is to provide leave for you to treat and/or recover from personal illness or to tend to the illness of an immediate family member (a child, parent, legal spouse, or same-gender domestic partner) which requires your personal attention.

Staff employees who are categorized as regular full-time or regular part-time with benefits earn sick leave. Full-time staff employees earn one (1) day of sick leave per full calendar month worked. Regular part-time employees earn a pro-rated amount of sick leave based on the percentage of full-time which they work.
You may not use sick leave before it is earned.

You will continue to earn sick leave while on paid leave, but you will not earn sick leave while on unpaid leave, except in the case of certain types of military leave. See the “Military Leave” section of this Handbook.

Your supervisor may request proof of the illness and an explanation why your personal attention is required prior to approving payment for sick leave. Sick leave may be disallowed if you do not report to your supervisor within two (2) hours after your regular time to report to work. In addition, you may be required to submit a doctor’s certificate verifying the illness after three (3) consecutive missed workdays. Exempt employees with accumulated sick leave may request sick leave in one-half (1/2) day increments. Time away for less than one-half (1/2) day will not be charged against the exempt employee’s sick leave balance.

You are not paid for any unused sick leave upon termination of your employment with the University.

For absences that qualify as Family and Medical Leave, please see the “Family and Medical Leave” section of this Handbook.

The update to the Sick leave policy is effective April 19, 2012.

E. **Bereavement Leave**

You are allowed a paid period of leave in the event of a death in your immediate family. For purposes of bereavement leave, “immediate family” means child, parent, sibling, legal spouse, same-gender domestic partner, parent-in-law, grandparent, grandchild or stepfamily member.

The maximum bereavement leave is three (3) working days for a funeral held within one hundred (100) miles of New Orleans or five (5) working days for a funeral held more than one hundred (100) miles from New Orleans.

Full-time and part-time staff employees who have completed at least six (6) months of continuous employment with the University will receive pay during bereavement leave. Part-time employees will receive pay based on the percentage of full-time for which they are scheduled.

If you require additional time away from work for bereavement, you may use accumulated vacation leave. You will continue to accumulate vacation leave and sick leave to the extent it accrues during periods of bereavement leave for which you receive pay.

The update to the Bereavement leave policy is effective November 15, 2010.

F. **Pregnancy Leave**

Any pregnant employee is allowed time off required by pregnancy, childbirth or related medical
conditions and leave will be granted upon request to any pregnant employee on account of pregnancy for a reasonable period of time. "Reasonable period of time" means that period during which the female employee is medically disabled on account of pregnancy, childbirth, or related medical conditions. Pregnancy leave will run concurrently with Family and Medical leave.

The standard period of Pregnancy leave is six weeks. In the event that you are physically unable to work beyond six weeks of absence, you must request an extension of Pregnancy leave from the Workforce Management Organization in writing. Subsequent medical re-certifications will be required as necessary.

Pregnancy leave will not exceed four months and will be provided to employees during the time they are medically disabled on account of pregnancy, childbirth, or related medical conditions, although Family and Medical leave may overlap Pregnancy leave.

Pregnancy leave is leave without pay except to the extent that accumulated sick leave and/or vacation is utilized. Employees are required to use their accrued paid sick and vacation hours during Pregnancy leave. Once paid leave is exhausted, the remainder of the leave is unpaid. You will not accumulate vacation or sick hours while you are in an unpaid status.

Employees may continue to be covered by Tulane’s group health plans on the same terms that are applicable to active employees during Pregnancy leave. You will be required to continue to pay your share of all premiums due.

A staff member must notify his or her supervisor and the Workforce Management Organization when applying for any University leave. The Workforce Management Organization will inform the employee and department when a leave has been approved. In addition, the Workforce Management Organization will inform the employee and department when the leave has expired.

Staff members must submit medical certification in support of the Pregnancy leave request to the Workforce Management Organization. The Workforce Management Organization can request additional information to assist it in assessing the claim for leave.

When you return to work, you must provide a medical certification of fitness to return to work. Upon returning to work following Pregnancy leave, you will be returned to your former position without a break in service or benefits accumulated prior to the start of your leave, provided your absence does not exceed four months, unless otherwise required by law.

Questions about this policy should be directed to the Workforce Management Organization. The update to the Pregnancy leave policy is effective June 15, 2010.

G.  Family and Medical Leave

1. Eligibility

Under a federal law known as the Family and Medical Leave Act ("FMLA"), if you have worked for the University for at least twelve months, have worked at least 975 hours during the twelve
months prior to requesting leave, and work at a location where there are at least 50 Tulane employees within 75 miles, you are eligible for 12 weeks of Family and Medical leave within a rolling 12-month period for the following purposes:

- for the birth and care of your newborn child;
- for placement of a child with you for adoption or foster care;
- to care for your spouse, same-gender domestic partner, child, or parent with a serious health condition;
- to take medical leave when you are unable to work because of a serious health condition;
- any qualifying exigency arising out of the fact that the employee’s spouse, same-gender domestic partner, son, daughter, or parent is a covered military member on “covered active duty;” or
- twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember’s spouse, same-gender domestic partner, son, daughter, parent, or next of kin (military caregiver leave).

For purposes of the FMLA, “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves (1) an overnight stay in a hospital or medical care facility and any period of incapacity or subsequent treatment related to the same condition, or (2) continuing treatment by a health care provider. Continuing treatment may be established under any of the following circumstances:

- Short-term incapacity for more than three full consecutive calendar days that also involves one of the following:
  
  i. Treatment by a health care provider on at least one occasion with a continuing regimen of treatment under the health care provider’s supervision. The visit to the health care provider must be in-person within 7 days of the first day of incapacity.

  ii. Treatment two or more times by a health care provider. The first visit to the health care provider must be in-person within 7 days of the first day of incapacity and the second treatment must take place within thirty days of the first day of incapacity and must be determined by the health care provider.

- Pregnancy or prenatal care;

- Chronic serious health condition (such as asthma, diabetes, epilepsy) which require periodic visits for treatment by a health care provider at least twice a year;

- Permanent or long-term incapacity (such as Alzheimer’s, severe stroke, terminal stages of a disease);

- Absence to receive multiple treatments for restorative surgery after an accident or injury or a condition that would likely result in an incapacity of 3 or more days if not treated (such as cancer, severe arthritis, kidney disease).
Additionally, eligible employee’s with a spouse, same-gender domestic partner, son, daughter, or parent who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty may require a qualifying exigency leave of up to 12-weeks of leave. For purposes of qualifying exigency leave, an employee’s son or daughter on covered active duty refers to a child of any age.

Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the deployed military member, attending certain military ceremonies and briefings, or making financial or legal arrangements to address the military member’s absence.

Family and Medical leave may also be taken by an eligible employee who is a spouse, same-gender domestic partner, child, parent, or next of kin of a covered service member of the Armed Forces (including a member of the National Guard or Reserves) to care for the member’s serious injury or illness incurred in the line of duty. In such circumstances, up to 26 workweeks of unpaid leave can be taken during a single 12-month period beginning on the first day of leave to care for the service member.

You are not entitled to Family and Medical leave if you have not met the eligibility requirements above, if you have already used all of your Family and Medical leave, or if the reason for the absence does not qualify for Family and Medical leave. If you fail to submit any required documentation in a timely manner, your leave may be delayed.

Please contact the Workforce Management Organization if you have questions about whether you are eligible for Family and Medical leave.

2. Requesting Leave

Employees must notify their supervisor and the Workforce Management Organization at least thirty days in advance of the date leave is to begin if the need for the leave is foreseeable. When thirty days of notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the University’s normal call-in procedures. Requests for leave must be submitted for each separate qualifying purpose, and must be renewed annually in the case of intermittent leave.

Tulane may require an employee on leave to periodically report on the status and intention of the employee to return to work.

3. Healthcare Provider Certification

Employees who request Family and Medical leave because of a serious health condition, whether their own or a family member’s, also may be asked to submit a completed “Certification of Health Care Provider” to the Workforce Management Organization. Subsequent re-certifications will be required as necessary. Failure to timely provide certification or recertification may delay the taking or continuation of leave under this policy.
4. Intermittent Leave

Employees taking leave because of their own or a relative’s serious health condition can take their leave intermittently or in accordance with a reduced work schedule if medically necessary. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the department’s operations. Employees are required to consult with their supervisor to arrange a mutually acceptable schedule.

Employees taking leave to care for a newly born or newly placed child do not have a right to take intermittent leave.

5. Compensation and Benefits during Leave

Employees are required to use their paid sick and vacation leave during their Family and Medical leave absence. Once paid leave is exhausted, the remainder of the leave is unpaid. Employees on Family and Medical leave continue to be covered by Tulane’s group health plans on the same terms that are applicable to active employees and will be required to continue to pay their share of all premiums due.

6. Reinstatement following FMLA Leave

On returning from Family and Medical leave occasioned by an employee’s own serious health condition, he or she is required to submit a fitness for duty to the Workforce Management Organization. Employees are normally restored to their original or an equivalent position following Family and Medical leave.

Questions about this policy should be directed to the Workforce Management Organization. The update to the Family and Medical leave policy is effective August 8, 2013.

H. Jury Duty

The University encourages you to fulfill your civic responsibility to serve as a juror when called. However, the University reserves the right to request that you be released from jury duty if your absence will negatively impact University operations. If you are called for jury duty, you must present the summons to your supervisor as soon as it is received.

Staff employees who are categorized as regular full-time and regular part-time with benefits will receive pay during involuntary jury duty. Part-time employees will receive pay based on the percentage of full-time for which they are scheduled. Temporary employees are allowed time off but will not be paid.

You are required to report to work at the completion of each day of jury service if it concludes prior to the end of your scheduled work hours. When you return to work at the conclusion of your period of jury duty, you must provide evidence of your dates of service to your supervisor.
I. **Personal Leave of Absence**

A Personal leave of absence may be requested and must be approved in advance in writing by your Dean, Director or Department Head. All Personal leave requests must also be forwarded to the Workforce Management Organization.

The University reserves sole discretion to grant or deny Personal leaves of absence.

A Personal leave of absence is an unpaid leave for a period of 30 calendar days. In the event that you are unable to work beyond the 30 days of absence, you must request an extension of Personal leave from your Dean, Director or Department Head in writing. The request for extension of Personal leave may not exceed 30 days. If the leave extension is approved by the Dean, Director or Department Head, it must be forwarded to the Workforce Management Organization. Any leave or combination of any University-policy leaves may not exceed six months in any prior 12-month period, unless otherwise required by law.

If you go on Personal leave, the department may post your position. In other words, you are not guaranteed a position upon the end of your Personal leave. However, you may be considered for any available positions for which you are qualified at the time of release to return to work.

While on a Personal leave of absence, you may continue participating in the University’s various insurance programs by paying the full amount of the applicable premiums, including the amount normally paid by the University.

You will not accumulate vacation or sick leave while you are on a Personal leave of absence. Time spent on a Personal leave of absence does not count toward establishing eligibility for any University benefit.

Questions about this policy should be directed to the Workforce Management Organization. The update to the Personal leave policy is effective June 15, 2010.

J. **Military Leave**

The University supports our employees who are reservists or guard members in the uniformed services. “Uniformed service” means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

If you are recalled to active duty in the uniformed services, you should notify your supervisor and the Workforce Management Organization as soon as possible for details regarding your rights and obligations. You will be required to submit documentation to the Workforce Management Organization for all University leaves.

The University provides a “pay differential” to preclude a loss of earnings while on a Military
leave of absence for up to 30 days. The University will pay you the difference between your regular University pay and the amount you are paid by the uniformed service, including all entitlements and allowances for which you are eligible to receive. In order to receive the pay differential, you must send a written request to the Workforce Management Organization along with a copy of the Leave and Earnings Statement(s) covering the period of Military leave.

You will continue to accrue vacation and sick time during this 30-day period, and will remain enrolled in University benefits during this period. This period will be considered a regular Military leave of absence.

You may request an Extended Military leave of absence in the event you are required to perform active duty service in the uniformed services for more than 30 days. You may continue to be covered by Tulane’s group health plans on the same terms that are applicable to active employees during Extended Military leave. You will be required to continue to pay your share of all premiums due.

Pursuant to USERRA, if you are absent from work for an extended period of uniformed service, you are entitled to certain re-employment rights and benefits as long as:

- You gave advance notice of your impending uniformed service;
- Your cumulative length of absence does not exceed the maximum period;
- You report or re-apply for employment within the deadlines prescribed by USERRA upon your release from duty or upon your recovery from disease or injury resulting from your service; and
- You were released from active duty under other than dishonorable conditions.

In general, you are entitled to re-employment in your former or similar position. The University will make reasonable efforts to return you to your former position. However, if that is not possible, the University will make reasonable efforts to place you in a comparable position.

Upon returning to work following Extended Military leave, you will be restored the benefits that you would have accrued if you had remained an active employee in accordance with USERRA.

Questions about this policy should be directed to the Workforce Management Organization. The update to the Military leave policy is effective October 21, 2011.

K. Pre-Retirement Leave

If you are at least sixty-two (62) years of age and have completed at least fifteen (15) years of continuous service with the University, you are eligible for an unpaid leave of up to eighteen (18) months.
This leave allows you to maintain continuous health insurance coverage for you and your eligible dependents at your own expense for the entire duration of your Pre-Retirement leave, until you become eligible for Medicare.

The cost for Pre-Retirement leave health insurance coverage is 100% of the premium for you and your eligible dependents.

After Pre-Retirement leave, your employment will be terminated and you and your eligible dependents will become eligible for Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Please contact the Workforce Management Organization for more information. The update to the Pre-Retirement leave policy is effective August 8, 2013.

L. Non-FMLA Medical Leave

The policy of Tulane University is to provide staff members a Non-FMLA Medical leave of absence in accordance with the guidelines set forth below.

An employee who is medically disabled and unable to work should first request medical leave under the Family and Medical leave policy. An employee who is medically disabled and unable to work following Family and Medical leave must apply for Long Term Disability benefits. Approval of a Family and Medical leave does not guarantee approval of Long Term Disability benefits. When the employee transitions to Long Term Disability benefits, the employee will be eligible for continuation of medical, dental, and vision benefits, in accordance with the Consolidated Omnibus Budget Reconciliation Act.

Staff members who do not meet the eligibility requirements for Family and Medical leave may request a Non-FMLA Medical leave. Such leave will be available to staff members solely for the staff member to tend to his or her serious health condition. For purposes of this policy, a serious health condition is an illness, injury, impairment or any physical or mental condition that requires inpatient medical care or continuing treatment by a health care provider. The University reserves complete discretion to accept or deny all requests for Non-FMLA Medical leave.

A staff member must notify his or her supervisor and the Workforce Management Organization when applying for any University leave. The Workforce Management Organization will inform the employee and department when a leave has been approved. In addition, the Workforce Management Organization will inform the employee and department when the leave has expired.

Staff members must submit medical certification in support of the Non-FMLA Medical leave request to the Workforce Management Organization if more than five days of consecutive absence is anticipated. The Workforce Management Organization can request additional information to assist it in assessing the claim for leave.

Any leave or combination of any University policy leaves may not exceed six months in any rolling 12-month period unless otherwise required by law.
Employees are required to use their accrued paid sick and vacation hours during Non-FMLA Medical leave. Once paid leave is exhausted, the remainder of the leave is unpaid. You will not accumulate vacation or sick hours while you are in an unpaid status.

Employees on an approved Non-FMLA Medical leave may continue to be covered by Tulane’s group health plans on the same terms that are applicable to active employees. You will be required to continue to pay your share of all premiums due.

When you return to work, you must provide a medical certification of fitness to return to work. If you go on Non-FMLA Medical leave, the department may post your position. In other words, you are not guaranteed a position upon the end of your Non-FMLA Medical leave. However, you may be considered for any available positions for which you are qualified at the time of release to return to work.

Questions about this policy should be directed to the Workforce Management Organization. The update to the Non-FMLA Medical leave policy is effective October 21, 2011.

XI. TERMINATION OF EMPLOYMENT WITH THE UNIVERSITY

A. Voluntary Termination

If you are a non-exempt employee and you intend to voluntarily terminate your employment with the University by retirement or otherwise, you are asked to provide written notice to your supervisor at least two (2) weeks prior to your last working day. If you are an exempt employee, you are requested to provide at least four (4) weeks’ notice. Nevertheless, you are employed by the University on an at-will basis, and your employment may be terminated at any time, with or without cause, even during such notice period.

On or after your last working day, you will receive pay for accrued but unused vacation leave in accordance with the vacation policy. If you are absent from work during the notice period, your vacation leave will be reduced accordingly. If you use sick leave after you have given notice, you may be required to provide a doctor’s certificate. You may be asked to complete an exit interview prior to the completion of your last day of work. You must return all University property assigned to you on or before your last day of work.

At the time of your voluntary termination of your employment with the University, any money owed by you to the University must be repaid.

B. Reduction in Force

From time to time, the University may have to reduce the number of staff positions. In this circumstance, the University will endeavor to provide separated employees as smooth a transition as possible.
## IMPORTANT CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Resource</th>
<th>Phone Number</th>
<th>Website Address</th>
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<tbody>
<tr>
<td>Emergency Alert Line</td>
<td>(504) 862-8080</td>
<td><a href="http://www.emergency.tulane.edu/">http://www.emergency.tulane.edu/</a></td>
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<tr>
<td></td>
<td>(877) 862-8080</td>
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<tr>
<td>Workforce Management Organization</td>
<td>(504) 865-5280</td>
<td><a href="http://tulane.edu/wfmo/">http://tulane.edu/wfmo/</a></td>
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<tr>
<td>200 Broadway</td>
<td></td>
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<tr>
<td>Suite 120</td>
<td></td>
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<tr>
<td><a href="mailto:wfmo@tulane.edu">wfmo@tulane.edu</a></td>
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<tr>
<td>Office of Institutional Equity</td>
<td>(504) 862-8083</td>
<td><a href="http://www.institutionalequity.tulane.edu">www.institutionalequity.tulane.edu</a></td>
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<tr>
<td>200 Broadway</td>
<td></td>
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<tr>
<td>Suite 105-A</td>
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<tr>
<td>Staff Advisory Council</td>
<td>(504) 862-8000</td>
<td><a href="http://tulane.edu/sac/">http://tulane.edu/sac/</a></td>
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<tr>
<td>1430 Tulane Ave. SL-8</td>
<td>x1706</td>
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<tr>
<td>Department of Public Safety</td>
<td>(504) 865-5381</td>
<td><a href="http://tulane.edu/publicsafety/">http://tulane.edu/publicsafety/</a></td>
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<tr>
<td>Uptown</td>
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<tr>
<td>First Floor</td>
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<tr>
<td>Downtown</td>
<td>(504) 988-5531</td>
<td></td>
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<tr>
<td>1430 Tulane Ave. SL-8</td>
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<tr>
<td>Office of Environmental Health</td>
<td>(504) 865-5307</td>
<td><a href="http://www.som.tulane.edu/oehs/">www.som.tulane.edu/oehs/</a></td>
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<tr>
<td>Facilities Services Building</td>
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<tr>
<td>Room 219C</td>
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<tr>
<td>Downtown</td>
<td>(504) 988-5486</td>
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<tr>
<td>1440 Canal Street</td>
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<tr>
<td>Suite 1130</td>
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<tr>
<td>Office of Insurance and Risk</td>
<td>(504) 865-5653</td>
<td><a href="http://tulane.edu/counsel/oirm/">http://tulane.edu/counsel/oirm/</a></td>
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<tr>
<td>Reily Center</td>
<td>(504) 865-5431</td>
<td><a href="http://www.reilycenter.com">http://www.reilycenter.com</a></td>
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<tr>
<td>Office of Disability Services</td>
<td>(504) 865-5113</td>
<td><a href="http://tulane.edu/studentaffairs/disability/">http://tulane.edu/studentaffairs/disability/</a></td>
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<tr>
<td>Tulane-Loyola Federal Credit Union</td>
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<td><a href="http://www.tulane-loyolafcu.com">http://www.tulane-loyolafcu.com</a></td>
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<tr>
<td>Main Office</td>
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<tr>
<td>Canal Street</td>
<td>(504) 988-7420</td>
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<tr>
<td>Suite 101</td>
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<tr>
<td>Uptown Branch</td>
<td>(504) 862-8400</td>
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<tr>
<td>8200 Hampson Street</td>
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The update to the Important Contact Information is effective December 13, 2013.
HANDBOOK ACKNOWLEDGEMENT

Please read this page, complete the information at the bottom, sign it and return it to the leader of your employee orientation session or the Workforce Management Organization.

- I have been made aware that the Tulane University Staff Handbook is located on the Workforce Management Organization website at http://tulane.edu/wfmo/. I understand that the Handbook is not a contract. I understand that I should contact the University’s Workforce Management Organization for additional information regarding the information in the Handbook.
- I understand that I am employed on an “at-will” basis, which means that either the University or I may terminate my employment at any time, with or without cause.
- I understand that nothing in the Handbook in any way changes my at-will status.
- I understand that the Handbook does not contain every policy or employment practice of the University. I further understand that the Handbook supersedes any and all prior communications, handbooks, memoranda, and notices I may have received regarding the topics covered therein.
- I understand that the University in its sole discretion may make changes to the Handbook at any time.
- I understand that it is my responsibility to become familiar with and follow the University practices set forth in the Handbook.
- I have been made aware that the Summary Plan Description for each benefit plan mentioned in Section VIII of the Handbook for which I am eligible is located on the Workforce Management Organization website at http://tulane.edu/wfmo/.
- I understand that my violation of any policies and procedures contained in the Handbook is grounds for immediate disciplinary action, up to and including termination.

The update to the Handbook Acknowledgement is effective April 5, 2011.

__________________________________
Employee’s Signature

__________________________________
Employee’s Printed Name

__________________________________
Position or Title