

Authorizations for faculty positions are terminated (1) when vacated by retirement, resignation, or other reason; and (2) when not filled within the year in which they are budgeted. Positions may be carried over to a new budget year on specific authorization. All position authorizations, including renewals, must be determined in light of school-wide and University-wide priorities. Faculty appointments in the University are made to a school and, where appropriate, to a department.

Section C

WRITTEN TERMS OF APPOINTMENT

The terms and conditions of every appointment to the faculty, including extensions, modifications, and notices incumbent upon either party, are stated in writing, with a copy furnished to both parties. To the fullest extent practicable, all understandings with respect to terms of appointment, including specification of the appropriate kinds of research, scholarship, or creative expression, should be stated in the letter of appointment. The letter of appointment clearly states the term of an appointment and whether it is subject to renewal.

Section D

PROCEDURES FOR INITIAL TERM APPOINTMENTS

In schools organized by departments, all appointments are formally initiated by the department chair in consultation with the Dean, with other members of the department holding tenure rank, and with other department chairs in the case of joint or interdepartmental appointments. In the School of Medicine, all clinical faculty appointments are initiated formally by the department chair in consultation with the Dean. In schools organized in divisions or programs of study, appointments are formally initiated by the Dean in consultation with tenured and other appropriate faculty. The Dean of the Graduate School is consulted if the prospective faculty member will be expected to offer graduate courses.

The recommendation for a new appointment should include information and documentation specified by the Provost or the Vice Chancellor for Health Affairs.

After a proposed term appointment is approved by the Dean, the complete file is sent to the Provost or the Vice Chancellor for Health Affairs for consideration. The Provost or the Vice Chancellor for Health Affairs notifies the Dean of the final action, and the Dean informs the department chair, where applicable, and executes the appointment, after which time announcement of term appointments can be made. Initial appointments to tenure-track positions require the approval of the Chancellor.

Term appointments are for fixed terms of one year (as is typically the case for Instructors), three years (as is typically the case for Assistant Professors), or other periods not to exceed five years.

Section E

STANDARDS AND PROCEDURES FOR THE RENEWAL OF TERM APPOINTMENTS

Certain faculty members holding term appointments are eligible for reappointment or renewal. Up to the time of a decision on tenure, all faculty holding tenure-track appointments are eligible for reappointment. The procedures for renewing a term appointment generally follow those for initial term appointments. Normally, the successful candidate for reappointment will have received a positive recommendation from his or her department or school, as applicable. A positive recommendation of the candidate's Dean is required, as is approval of the Provost or the Vice-Chancellor for Health Affairs. The colleges and schools may adopt more detailed procedures for reappointment with the approval of the Provost or the Vice-Chancellor for Health Affairs.

Tenure-track faculty members should be recommended for reappointment only if their performance provides a reasonable basis on which to project continued progress that could ultimately enable them to qualify for tenure. The evidence needed becomes more weighty with continued time in rank. Some degree of evidence is needed at each renewal period.

Faculty members holding renewable one-year appointments will normally receive written notices of renewal or nonrenewal by March 1, or, in the case of faculty members not on academic-year appointments, at least four months prior to the expiration of the appointment term. For faculty members who have appointments exceeding one year, written notices of renewal or nonrenewal normally will be made thirteen months prior to the expiration of the appointment term, e.g., by June 1 of the penultimate year of an appointment coinciding with the academic year. In certain circumstances, as when an appointment is dependent on the receipt of outside funds, written notification may be delayed until October 15, when a statement of contingencies must be provided, with the expectation of a final decision by December 15 of the final year. Such delayed notification using similar time intervals may also be used for faculty members with appointments that do not coincide with the academic year.

Section F

PROCEDURES FOR NEW APPOINTMENTS WITH TENURE

When a new appointment is made at Vanderbilt that carries with it the concurrent award of tenure, the procedures to be followed are as described in

Section G

FULL-STATUS PARTIAL-LOAD APPOINTMENTS

Tenure-track appointments or Blair collegiate faculty appointments may be made for partial-load faculty members, with those members being eligible for promotion through all ranks. Persons with such appointments are designated as having full status with partial load, and the letter of appointment must so state.

These appointments are ordinarily directed toward faculty members who look to the University for their only compensated activity, but whose family commitments or health prevents a full faculty load. They are distinguished from non-tenure-track “part-time” appointments such as lecturer, and from those professorial ranks bearing the prefixes adjunct, clinical, visiting, research, or adjoint, in which the individual ordinarily earns additional compensation apart from University salary. Full-status partial-load appointments must be consistent with the financial and programmatic needs of the individual schools. Partial-load faculty appointments may be reviewed from time to time to determine whether activities of such faculty members outside the University continue to warrant a partial-load appointment.

Professional qualifications expected for partial-load positions are the same as for full-time positions. Appointments and promotions are made in accordance with Chapters 2 and 3, and partial-load faculty members are subject to the provisions of the *Faculty Manual*.

Partial-load faculty members shall commit an agreed percentage of their time to the University, but not less than 50 percent. The letter of appointment specifies the percentage. Partial-load faculty appointments do not imply future full-load appointments; changes from partial to full load (or the reverse) must be approved by the appropriate Dean and the Provost or the Vice Chancellor for Health Affairs.

Procedures and criteria for promotion are the same for partial- as for full-load positions, except that the allowable period for promotion to tenure may be extended to three years beyond the period provided in Chapter 3. Approval by the Dean and by the Provost or the Vice Chancellor for Health Affairs is required.

Full-status partial-load faculty members are eligible for fringe benefits available to full-load members, except that some benefits will be reduced to correspond to the fraction of the load carried by the faculty member. For the retirement plan, the established percentages of contribution are applied to salary. Social Security, group life insurance (University provided and optional), and disability insurance also are based on salary. Health care coverage may continue as for any other active full-time faculty member or the faculty

member may waive the coverage. Full coverage for travel accident insurance, the full discount for athletic tickets, and the tuition benefit are allowed regardless of the percentage of load.

Section H

JOINT APPOINTMENTS

When a faculty member receives a joint appointment in two departments in the same school of the University, the letter of appointment designates the primary department for administrative purposes. The chair of the primary department will receive the cooperation of chairs of other departments in the assignment of work load and other matters affecting the joint nature of the appointment.

When a faculty member receives a joint appointment in two different schools of the University, the letter of appointment designates the primary department or division for administrative purposes, and the chair of that department—or the Dean, in nondepartmental schools—will carry the same responsibility as though all parts of the appointment were in the same school. The cost of employee benefits will generally be prorated between the schools in proportion to each school's share of the faculty member's salary, although this practice is not common for joint appointments to the schools of Medicine and Nursing.

Cooperative arrangements and joint programs between departments, between schools, or between Vanderbilt and another institution do not necessarily require joint appointments.

When a joint appointment is made between Vanderbilt and another institution, the letter of appointment must specify which institution is to become the primary base of the appointment. This base institution will handle all payroll procedures and employee benefits, billing the joint institution as appropriate with the salary division. The employee benefits to be received under such a joint appointment will normally be those of the base institution. An individual with a joint appointment may hold different academic ranks within the schools at Vanderbilt or at different institutions. In all cases of joint appointments, the letter of appointment must specify any arrangements for tenure or term appointments.

Section I

PART-TIME APPOINTMENTS

The procedure for making part-time term appointments is the same as for any other term appointment. Unless otherwise specified, part-time faculty are subject to the same responsibilities (Part III below), disciplinary procedures

(Part IV below), and renewal and termination procedures (Part II, Chapters 2 and 3) as full-time faculty in the same ranks, and they have recourse to the faculty grievance procedures (Part II, Chapter 3, and Part IV below). Part-time members of the faculties not having full status with partial load are non-voting members of the Faculty Assembly (Part I, Chapter 2 below).

Section J

RESEARCH PROFESSORIAL APPOINTMENTS

Research professorial appointments are made for fixed terms, the length of which may depend on the duration of research grants or contracts held by the University. Terms may be renewed without limitation, but no length of service can be expected to lead to automatic tenure. The titles of the research professorships are not to be considered shelters in which tenure decisions on regular faculty can be avoided. Any department may, however, at any time recommend that a person holding a research professorship be appointed to a rank on the normal tenure track of Instructor, Assistant Professor, Associate Professor, and Professor.

Notice of nonrenewal of the appointment will normally be given to the Research Professor at least six months before the end of the appointment. If renewal depends upon obtaining contract or grant funds still in doubt at that time, the notice may be that the University intends not to renew the appointment unless the funds are obtained.

A Research Professor wishing to terminate his or her appointment before the end of the fixed term must give six months' notice. Waiver of notice periods may be negotiated by express consent of both parties.

Section K

RETIREMENT

1. Age of Retirement

There is no mandatory retirement. Issues regarding retirement planning should be addressed to the department chair or Dean.

The Deans of the individual schools in consultation with the Provost or Vice Chancellor may make provision for retirement incentive arrangements for tenured faculty members, including provision for deferred compensation and the continuation of specified fringe benefits.

2. Emeritus and Emerita Status for Faculty

The Dean in consultation with the department chair will recommend to the Provost or the Vice Chancellor for Health Affairs those retiring members of

the faculty to be awarded emeritus or emerita status. The recommendation will be accompanied by a biographical statement of some 200 to 300 words citing the faculty member's contributions to the University and the academic world in teaching, scholarship, and service.

The Provost or the Vice Chancellor for Health Affairs may recommend the award of emeritus or emerita status to the Chancellor, who may recommend action to the Board of Trust. Emeritus or emerita actions generally will be made at the spring meeting of the Board. The action of the Board of Trust is transmitted by the Provost or the Vice Chancellor for Health Affairs to the Dean, who notifies the department chair and the faculty member. No public announcement may be made until after Board of Trust action. Public recognition of emeritus or emerita status is made at Commencement at the end of the academic year.

On occasion, a school may contract with an Emeritus or Emerita Professor to teach as a lecturer a specific course or perform other specific and limited duties.

3. Emeritus or Emerita Status for Administrators

In rare cases, emeritus or emerita status will be awarded to an administrative officer who does not hold faculty rank. The procedure for consideration of such status will, insofar as possible, parallel that for tenured faculty, except that consideration for the award of emeritus or emerita status must start with the recommendation of the Provost or Vice Chancellor for Health Affairs to the Chancellor.

Section L

RESIGNATION

A faculty member may terminate an appointment effective at the end of an academic year, provided that he or she gives notice in writing as early as possible, preferably before March 1. Faculty members not on academic-year appointments should give notice in writing at least four months prior to the date on which they wish their appointment to terminate. Faculty members resigning tenure appointments are expected to give at least six months' notice. Waivers of notice periods may be negotiated by express consent of both parties.

Section M

TERMINATION

Faculty members may be terminated for cause subject to the procedures described in "Disciplinary Actions," Part IV, Chapter 1.

Chapter 3

Principles, Rules, and Procedures for Promotion and the Award of Tenure

Section A

DEFINITION OF ACADEMIC TENURE

“Academic tenure” at Vanderbilt refers to the University's commitment to continue any faculty member appointed as Professor or Associate Professor in that office, unless otherwise specified at the time of appointment, until the faculty member voluntarily terminates the appointment or until retirement or permanent disability, or dismissal for cause. Tenure does not attach to an administrative position. A faculty member holding academic tenure has the right to a hearing, as provided in Part IV, Chapter 1 of the *Faculty Manual*, prior to dismissal for cause.

Section B

THE PROBATIONARY PERIOD

1. Tenure-track appointments provide for a probationary period prior to a decision on tenure. Any faculty member becomes ineligible for tenure if he or she has not been promoted to a tenured position, or offered a special extension of probation (see 4 below), by the end of seven years of accumulated full-time academic service at Vanderbilt or at other comparable institutions (see 3 below). “Full-time academic service” includes both full-status partial-load appointments and academic leaves (full- or part-time, paid or unpaid) as long as these are of a type to facilitate professional growth and achievement. If a faculty member holds a part-time, tenure-track appointment at the request of Vanderbilt, or if such a part-time appointment is necessitated by other nonacademic duties at Vanderbilt or elsewhere, then he or she may accumulate all or part of the seven probationary years in partial increments, on a pro rata basis. Whenever part-time employment justifies a pro rata extension of the probationary period, the contract of employment should specify the exact number of years added to it. The probationary period will not be extended in the absence of such a written statement.

2. Term appointments not on the tenure track do not offer any prospects of eventual tenure. Should a faculty member on such an appointment later shift

to a tenure-track position, these prior years at Vanderbilt will normally count toward the probationary period of seven years, but only to the extent that the non-tenure-track appointment offered opportunities for professional growth and achievement comparable to those enjoyed by tenure-track appointees. In the schools of Medicine and Nursing, individuals in advanced stages of training may be appointed to the faculty at the level of Instructor not on the tenure track, if they are otherwise qualified. If such individuals subsequently are appointed to the rank of Assistant Professor on the tenure track upon completion of training, prior years at the level of Instructor (non-tenure-track) will be excluded from the probationary period to the extent that the individuals were trainees and not independent investigators. Any prior years exempted from the probationary period must be agreed to by the appropriate Dean at the time of the initial tenure-track appointment.

3. Whenever prior service at other institutions has not provided opportunities for professional growth and achievement comparable to those enjoyed by junior faculty at Vanderbilt (e.g., because of higher teaching loads or less research support), then, at the time of the appointment to a tenure-track position at Vanderbilt, the candidate and the Dean must agree on the number of prior years to count toward tenure. Regardless of the number of years of comparable full-time service carried over from other institutions, Vanderbilt retains the option of requiring as many as three probationary years at Vanderbilt before a decision on tenure. Since the exercise of this option may extend the total probationary period beyond seven years, in all such cases the maximum probationary period at Vanderbilt must be clarified in the initial letter of appointment.

4. Various exigencies may retard or temporarily interrupt a faculty member's professional career. This means that certain periods during the probationary period should not count as "full-time service." These exigencies include leave required by ill health, by childbearing or unusual requirements for infant care, or by a serious illness or death of immediate family members. Other special circumstances (e.g., accidental destruction of research material, important clinical or patient care responsibilities, extra teaching assignments) may also retard the development of professional attainments directly related to a favorable tenure decision and thus justify exemptions for one or more periods.

The faculty member and his or her department chair (for faculty members in departments) must at the earliest possible moment present to the Dean a request for such an exemption. The request should outline the amount of time to be exempted from the tenure track. In no case may the total exemptions under this provision exceed two calendar years, and no period exempted shall be less than one semester. Faculty members who give birth during the probationary period are entitled to an automatic one-semester extension of the probationary period, up to a maximum of two extensions. In order to avail herself

of such an extension, a faculty member need only notify her department chair or Dean of her decision, within four months after the birth, on whether she wishes to take the extension.

Extensions of the probationary period must be approved by the department chair (for faculty members in departments), the Dean, and the Provost or the Vice Chancellor for Health Affairs. No request for an extension can be considered once the tenure evaluation has commenced. The Dean will consult with the Provost or the Vice Chancellor for Health Affairs prior to reaching a decision on any request for extension of the probationary period. The standards for an extension of the probationary period are to be applied rigorously such that extensions beyond seven years are granted only in exceptional circumstances. A faculty member who is granted an extension of the probationary period will be judged and evaluated on the same basis and by the same standards as though there had been no extension.

5. A failure by a faculty member on the tenure track to earn tenure normally leads to a termination of employment at Vanderbilt, but Vanderbilt guarantees to members on the tenure track who do not receive tenure the fulfillment of existing multi-year appointments or an additional one-year appointment if the adverse decision on tenure is made during a one-year appointment or during the last year of a multi-year appointment.

Section C

STANDARDS FOR PROMOTION AND THE AWARD OF TENURE

For the award of tenure, Vanderbilt requires (1) excellence in research, scholarship, or creative expression in one's discipline; (2) a high level of effectiveness in teaching; and (3) satisfactory performance in the area of service. From discipline to discipline, the form taken by a candidate's contributions will vary. But, in each case, Vanderbilt expects the level and quality of achievement in these three areas to be equivalent to that required for tenure in leading departments or schools of other major research universities. The three standards are independent; a deficiency in one area cannot be offset because the candidate exceeds the required standard in another.

1. Research, Scholarship, and Creative Expression

Candidates to be considered for tenure are persons who have already achieved and who show promise of continuing to achieve a level of excellence in their contribution to the research, scholarship, or creative expression appropriate to their discipline or profession and as described in their letter of appointment. Indicators of excellence include originality, logical rigor, distinctiveness

of ideas, creativity of expression, independence of thought in identifying projects and framing issues for analysis, advancement of a theoretical viewpoint or a perceptive and balanced criticism of such a viewpoint, and significant and important intellectual impact.

Successful candidates for tenure at Vanderbilt must be active scientists, scholars, critics, or artists. By the time of the tenure review, they must have completed and made available research, scholarship, criticism, or artistic production of such high quality as to gain favorable recognition within their discipline and at a national level. The works may be available through the publication of books and articles, the circulation of manuscripts intended for publication, lectures and presentations, exhibits, or performances. When candidates participate in group research projects, it is their responsibility to provide a means for distinguishing their contributions from those of other members of the group. Both past achievements and future promise, both the quantity and the quality of completed work, determine one's eligibility for tenure.

2. Teaching

Candidates for tenure must accept as career obligations the dissemination of knowledge and the nurturing of a spirit of inquiry. To qualify for tenure, candidates must demonstrate a high overall level of teaching effectiveness, with appropriate weight given to performance in each of the various forms of teaching that are important to the respective programs of their departments or schools.

Command of the subject, clarity in communication, and sensitivity to the needs of students are indispensable assets of effective teachers. Successful candidates for tenure must possess both the skills required to transmit the content of their disciplines and the capacity to motivate an active pursuit of new knowledge or insight. Such skills and capacities spring from the same qualities that lead to successful scholarly inquiry.

3. Service

Faculty members have obligations that go beyond research, scholarship, or creative expression and teaching, particularly in departmental or school activities and University governance. In some disciplines, also of great import is service through University outreach (including patient care and other professional services to the University and the community) and contributions to professional and learned societies. Vanderbilt expects its tenure-track faculty to assume a fair share of such service work and to perform it at least satisfactorily.

4. Specification of Standards and Procedures by Schools

Each school publishes a statement specifying its standards and procedures for the award of tenure and for promotion within the tenured ranks. These

statements should relate the standards and procedures to specific disciplines. Any departure in these specifications from any rule of the *Faculty Manual* must be consistent with the general principles stated herein and be approved by the Provost or the Vice Chancellor for Health Affairs, as appropriate.

At the end of the academic year, the Dean of each school submits to the Provost or to the Vice Chancellor for Health Affairs, as appropriate, a copy of the school's current statement, along with an indication of any proposed revisions. The Provost and the Vice Chancellor for Health Affairs review these statements and inform the schools of any problems prior to the beginning of the next academic year.

A copy of all documents specifying the requirements and procedures for appointment, tenure, and promotion is available in each Dean's office.

Section D

PROCEDURES FOR THE AWARD OF TENURE FROM WITHIN THE UNIVERSITY

As a general rule, no faculty member at Vanderbilt is promoted or awarded tenure without the recommendation of his or her senior colleagues in the department or school. That is, in any department or school, an ordinary prerequisite for tenure and promotion is the candidate's endorsement by a majority of the current faculty who hold a primary appointment at or above the rank for which the candidate is being considered and in the same department or school where the candidate's tenure would be based. These colleagues should be convinced that the candidate has those personal and professional qualities that will contribute positively to the work of the University. While the support of one's senior colleagues is not sufficient for tenure, it is in all cases necessary. In the School of Medicine, such endorsement is provided by the Executive Faculty, and no faculty member is appointed or promoted to the title of Associate Professor or Professor, either tenured or non-tenured, without a positive recommendation from the Executive Faculty. In addition to the involvement of tenured faculty, consideration of appointment to tenure involves (a) the Dean of the school, acting in accordance with the standards and procedures of the school; (b) the appropriate University Promotion and Tenure Review Committee; (c) the Provost or the Vice Chancellor for Health Affairs; (d) the Chancellor; and (e) the Board of Trust. Positive recommendations are ordinarily passed along to the next person or committee. Variations are described below.

1. One Promotion and Tenure Review Committee considers candidates from the schools of Nursing and Medicine and reports to the Vice Chancellor for Health Affairs. Another Promotion and Tenure Review Committee considers candidates from all other schools and reports to the Provost.

1. The Decision by the School²

The process of awarding tenure ordinarily begins with a positive recommendation by a majority of the tenured faculty members of a department or school (that is, by a majority vote of those faculty members who hold tenure in the same department or school where the candidate's tenure would be based). Both positive and negative recommendations are forwarded to the appropriate Dean, ordinarily within ten business days of the decision, along with the promotion file and an explanation of the basis of the decision. In the event of a negative decision, the candidate must be notified in writing of the decision in a timely manner, ordinarily within one business day. The candidate may then submit a statement for inclusion in the file to be transmitted to the Dean. The Dean may (a) accept the negative faculty decision, thereby ending the matter, or (b) return it to the faculty for reconsideration. If the original negative decision is reaffirmed by the faculty, the Dean, if he or she favors tenure, may send a positive recommendation to the appropriate University Promotion and Tenure Review Committee. If this committee acts favorably, its recommendation is sent to the Provost, or, in the School of Nursing, to the Vice Chancellor for Health Affairs. A negative decision under these circumstances by the Promotion and Tenure Review Committee terminates consideration.

A recommendation for tenure transmitted to a Dean by a departmental or school faculty moves forward only with the concurrence of the Dean, except when a department or school appeals a Dean's nonconcurrence. A decision to appeal requires the affirmative vote of at least two-thirds of the department's or school's tenured faculty, must be made within ten business days (not including vacation periods) after receiving a written report from the Dean describing the rationale for the decision, and is directed to the appropriate University Promotion and Tenure Review Committee. Only those faculty members eligible to vote on the original recommendation may participate in the vote on an appeal. The appeals procedures limit the committee's review to documentation included in the personnel file at the time of the Dean's decision.

2. Procedures for Review and Assessment by the Faculty

Except as set forth below, the entire contents of the dossier, including all solicited or unsolicited letters regarding appointment, renewal, promotion, or tenure that will be included in the candidate's file for transmittal to the Dean, must be available for review by the eligible faculty members prior to their vote.³ Only members of the faculty who are eligible to vote will have the opportunity to review the contents of the dossier prior to the vote. Unsolicited letters from faculty members outside the department or school will be

2. The procedures described in this and the following section, "Procedures for Review and Assessment by the Faculty," do not apply to the School of Medicine, whose alternative procedures are published on the School's web site at www.mc.vanderbilt.edu/medschool/html/fac_promo.htm.

included in the dossier only if they are provided to the department chair or Dean for review by the faculty prior to the vote.

By the end of the second business day after the vote, any faculty member eligible to vote may write a letter to the department chair or Dean for inclusion in the dossier expressing his or her views on the deliberations by the faculty. These letters are to be made available to all faculty who are eligible to vote.

The department or school must prepare minutes or a summary of the faculty deliberations which will be appended to the dossier, after first being circulated to the voting members of the faculty. Any faculty member who believes that the minutes or summary does not fairly reflect the deliberations at the meeting may submit a letter to the department chair or Dean before the end of the second working day after distribution of the minutes or summary. All such letters will be made available for review by the faculty eligible to vote and will be included in the dossier.

As the final step in the faculty evaluation process, the department chair or Dean will write a letter of transmittal that reports his or her views of the full range of faculty deliberations.

Except as stated above, no faculty member other than the department chair or Dean may add materials to the dossier for consideration at higher levels of review of the faculty decision.

It is inappropriate for faculty members, including those outside of the department or school, to attempt to influence the deliberations on renewal, promotion, or tenure that come after the vote of the faculty, except to bring an allegation of professional misconduct. "Professional misconduct" means any conduct on the part of a faculty member that might reasonably lead to disciplinary action under Part IV, Chapter 1 (Disciplinary Actions) of the *Faculty Manual*. Persons involved in subsequent levels of review should not accept or consider additional unsolicited documents and should discourage any communications that seek to influence their decisions.

3. The Promotion and Tenure Review Committee

All recommendations are reviewed by one of the two standing University Promotion and Tenure Review Committees. Both committees are appointed by the Chancellor upon the recommendation of the Provost or the Vice Chancellor for Health Affairs, normally from nominations submitted by the Consultative Committee of the Faculty Senate. As with all University-level committees, the Chancellor has ultimate responsibility regarding the membership of the two Promotion and Tenure Review Committees.

3. In schools without departments (Divinity, Law, Nursing, Owen Graduate School of Management), the entire eligible school faculty votes on the initial tenure recommendation. In schools with departments, the department chair writes the recommendation of the faculty and submits it either to the Dean or to a school-wide tenure and promotion committee. In schools without departments, the voting faculty submits its recommendation directly to the Dean.

The Promotion and Tenure Review Committee reporting to the Provost is composed as follows: one representative from each of the three divisions of the College of Arts and Science; one representative each from the School of Engineering, the Divinity School, Peabody College, the Owen Graduate School of Management, and the Law School; and the Dean of the Graduate School. The Provost designates a member of the committee to serve as chair.

The Promotion and Tenure Review Committee reporting to the Vice Chancellor for Health Affairs is composed of six representatives from the School of Medicine, three representatives from the School of Nursing, and the Dean of the Graduate School. The Vice Chancellor for Health Affairs designates a member of the committee to serve as chair.

Members of both University Promotion and Tenure Review Committees normally serve three-year staggered terms. The committees report all their decisions to the Provost or the Vice Chancellor for Health Affairs and, in the case of a negative decision, to the appropriate Dean.

When tenure is recommended by a Dean, the University Promotion and Tenure Review Committee evaluates the recommendation on the basis of its consistency with University standards and with the statement of standards and procedures required by the school (see Section C, 4 above). Except in unusual cases, review will not consist of a second detailed evaluation of the candidate's qualifications. In unusual cases and in cases presented by appeal, the chair of the Promotion and Tenure Review Committee may appoint an ad hoc committee, composed of faculty members in disciplines related to that of the candidate, to make another evaluation of the candidate's record. In selecting members for an ad hoc committee, the chair of the Promotion and Tenure Review Committee normally will consult the members of the review committee, the Provost or the Vice Chancellor for Health Affairs, and the appropriate Dean and department chair. The ad hoc committee reports its findings to the appropriate University Promotion and Tenure Review Committee.

The award of tenure requires a positive recommendation from the appropriate University Promotion and Tenure Review Committee. A negative recommendation by the Promotion and Tenure Review Committee may be appealed by the Dean to the Provost or the Vice Chancellor for Health Affairs, as appropriate, except where the candidacy has reached the Promotion and Tenure Review Committee by the Dean's overruling a negative departmental or school recommendation. An appeal by the Dean must be made within thirty business days after receipt of the written report of the Promotion and Tenure Review Committee. The final decision should be communicated in writing from the appropriate Dean, the Provost, or the Vice Chancellor for Health Affairs to the faculty member.

Those charged with reviewing a recommendation or an appeal under the foregoing procedures may decide to obtain additional information to supplement or clarify the candidate's record. If so, this information should relate to the record as it existed at the time of the faculty's recommendation and not to activities or achievements by the candidate occurring after that time. If such infor-

mation is obtained, the person or committee obtaining it may ask those who considered the matter at some prior step in the review process to reconsider their decision in light of it. If an ad hoc committee of the Promotion and Tenure Review Committee obtains such additional information, that information must be presented to the appropriate Dean and faculty for their reconsideration.

Section E

PROCEDURES FOR PROMOTION TO PROFESSOR

In general, the procedures to be followed for promotion to Professor are the same as those specified above for consideration for the award of tenure. The process ordinarily requires a positive recommendation by a majority of tenured Professors in the department or school. In the School of Medicine, the positive recommendation is from a majority of the tenured Professors on the Executive Faculty in lieu of the recommendation from a majority of the tenured Professors in the department or school. Vanderbilt expects the level and quality of achievement in (1) research, scholarship, or creative expression; (2) teaching; and (3) service to be equivalent to that required of Professors in leading departments and schools of other major research universities. The candidate must have attained national or international recognition among leading scholars in his or her discipline for sustained and excellent research, must have taught the courses requested by the department or school at a consistently high level of effectiveness, and must have demonstrated a well-developed and recognized record of service both to the University and his or her discipline.

In the Law School, the award of tenure is normally accompanied by promotion to the rank of Professor. The standards for promotion are specified by the Law School, with the approval of the Provost, to conform to the expectations for the rank of Professor established at other nationally recognized law schools.

Section F

STANDARDS AND PROCEDURES FOR THE AWARD OF TENURE FROM OUTSIDE THE UNIVERSITY

Candidates for a tenured appointment from outside the University must meet the standards established for such rank as specified in the *Faculty Manual* and the statements prepared by the individual schools.

The information that must be obtained on candidates from outside the University for positions carrying tenure is specified by the Provost or the Vice Chancellor for Health Affairs. It corresponds insofar as possible to the information assembled on behalf of internal candidates for tenure, although inevitably some of this information is not readily available for external candidates.

The appointment from outside the University normally requires a positive recommendation by a majority of department or school faculty members who hold tenure in the same department or school where the candidate's tenure would be based, acting through the department chair or Dean and concurred with by the Dean. Normally, for appointments at the rank of Professor, a positive recommendation by a majority of the department or school's tenured Professors is required as well. In the School of Medicine, appointments to tenured rank from outside the University will be made with approval of a majority of the Executive Faculty in lieu of approval by a majority of tenured department or school faculty.

The department chair or Dean normally will arrange for each candidate to visit the campus for interviews with members of the department or school, the Dean, and the Provost or the Vice Chancellor for Health Affairs. Other University officers may be involved in special appointments. The campus visit may be omitted in certain cases.

After the proposed appointment is approved by the Dean, the complete file is sent to the Provost or the Vice Chancellor for Health Affairs for consideration. The Provost or the Vice Chancellor for Health Affairs recommends tenured appointments to the Chancellor and the Board of Trust. Tenured appointments from outside the University are not reviewed by the Promotion and Tenure Review Committee.

The action of the Board of Trust is transmitted by the Provost or the Vice Chancellor for Health Affairs to the Dean. The Dean notifies the department chair and the candidate. No announcement of a proposed tenure appointment is made until the Board has acted and the candidate has been informed.

Section G

GRIEVANCES ARISING FROM REAPPOINTMENT, TENURE, AND PROMOTION DECISIONS

A grievance alleging that the University breached an obligation owed to the faculty member in regard to a decision on his or her reappointment, tenure, or promotion shall be filed using the process set forth in Part IV, Chapter 2 below.

Part III

UNIVERSITY PRINCIPLES AND POLICIES



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Chapter 1

A Statement of Principles

Section A

ACADEMIC FREEDOM AND RESPONSIBILITY

“Academic freedom” in the traditional sense refers to the University’s continuing policy of maintaining conditions of free inquiry, thought, and discussion for every member of the faculty in professional activities of research, teaching, public speaking, and publication. These conditions are regarded as necessary rights accruing to appointment on the faculty. Faculty members have the correlative obligation to speak and write with accuracy, with due respect for the opinions of others, and with proper care to specify that they speak on the authority of their own work and reputation, not as special pleaders for any social group or as purporting to represent the University. Such rights and obligations presuppose that faculty members adequately perform other academic duties and that they do not accept pecuniary return for activities outside of the University without a proper understanding with University authorities.

Some persons broaden the meaning of academic freedom beyond individual rights and duties to include faculty participation in determination of University policy. At Vanderbilt, the faculties of the College of Arts and Science, the Graduate School, and the professional schools (the Executive Faculty in the School of Medicine) determine the requirements and recommend all candidates for degrees. Through their collegial bodies and their elected representatives in the Faculty Senate, the faculties are free at any time to examine, debate, and make recommendations concerning any educational policy, program, or practice of the University.

“Academic responsibility” means adherence to the following values and standards of conduct (adapted from the *Beach Report on Issues of Conscience and Academic Freedom*, 1960):

Vanderbilt University is a community of men and women devoted to the search for truth. A self-governing institution, it professes freedom from both internal and external interference which hinders accomplishment of that purpose. It is an institution that transcends, as much as it challenges and accepts, the customs and values of society. It has its own standards of excellence and responsibility that do not always conform to those of the persons and groups who support it.

The University is also part of the civic community in which it exists. Its members, both faculty and students, are entitled to exercise the rights of citizens and are subject to the responsibilities of citizens. A member of the Vanderbilt community gives thoughtful consideration to the image of the University reflected in his or her public behavior.

Members of the Vanderbilt community share a due regard and respect for law. In the event that one of its members is in jeopardy before the law, either for the sake of conscience or for the purpose of testing the validity of particular provisions of law through deliberate violation, the University will not seek to protect him or her from due process of law. Regardless of the action of the courts, however, the University reserves the right to determine whether a faculty member is fit to retain membership in the academic community, and maintains its own procedures for taking action upon, hearing, and deciding complaints against one of its members.

Section B

STUDENTS AT VANDERBILT: A STATEMENT OF PRINCIPLES

The community of Vanderbilt University is united by the goals of inquiry and education. Faculty, administration, and students are partners in an enterprise aimed at the enhancement of knowledge and the growth of the individual. All members of this community have both rights and responsibilities and are expected to observe rules required to maintain the humane order of the University. Each member must respect the rights of others and make responsible contributions to the common life.

The University, in turn, dedicates itself to the support and encouragement of a collegial community. Its dealings with students will be governed, within the limits of its resources, by the principles articulated below. It will take special care that its rules and regulations, through which these principles are implemented, shall adequately reflect and be in accordance with them.

Open Communication

The University is committed to the promotion of collegial relationships among students, faculty, and administration through the creation and maintenance of open channels of communication. The University will publish and disseminate in a timely manner its policies, procedures, and regulations concerning students, including those stating academic requirements and standards of student conduct, as well as any other information that is deemed to be important for the protection of all members of the University community.

Open Inquiry

The University is committed to providing opportunities for the free and open exchange of ideas both inside and outside the classroom. It will safeguard the undisturbed, orderly expression of diverse views and opinions as well as the opportunity for their careful examination.

Governance

The University is committed to the consideration of views expressed by students on matters of student concern, both in support of existing policies and proposals for change. It encourages student involvement in governance at the department, school, college, and University levels. To facilitate that involvement, the University will maintain appropriate processes within which students can communicate their views by formal and informal means, and can, directly or through their representatives, actively contribute to decisions affecting the University community. All involved are expected to participate in these processes in a responsible and thoughtful manner.

Academic Offerings

The University is committed to the provision of resources of high quality for aiding students in the pursuit of their academic and intellectual development, including both varied and complementary curricular offerings, a qualified faculty, and accessible, well-equipped facilities.

Formal Instruction

The University is committed to the pursuit of excellence in the education of its students, whether in the classroom, in the laboratory, or in practical experience. It will strive to create the opportunity for open inquiry, discussion, and challenge of ideas, and to assure students reasonable access to the faculty for continuation of this process outside of class meetings. Instructors will ensure that the objectives of their courses, their expectations for performance, and their methods of evaluation are explained to students. Academic evaluation will be based on fair and relevant standards. Students will be given an opportunity to evaluate the performance of the faculty as teachers and to have those evaluations considered.

Academic Integrity

The University is committed to academic honesty and to the effective and just implementation of a system designed to preserve and protect it.

Counseling

The University is committed to making support and guidance available for

its students as they make academic, career, and personal choices and seek to understand themselves and those with whom they live and work.

Fair Procedures

The University is committed to providing students with the opportunity to present complaints about the action of any member of the University community. It will provide fair and appropriate procedures, including the opportunity for appeal, for addressing and resolving complaints. These procedures will be administered in a nonadversarial spirit of openness, fairness, cooperation, and mutual respect among the participants.

Extracurricular Activities

The University is committed to the support and stimulation of the learning experience beyond the boundaries of formal instruction. It will provide opportunities through special personnel, facilities, programs, and services for students to associate with one another on an informal basis for participation in nonacademic activities, including the opportunity to form and join campus organizations.

Privacy

The University is committed to the protection of its members from unreasonable intrusions into their individual privacy. It will also provide considerate, and where appropriate, confidential management of their academic, health, disciplinary, financial, and personal records.

Health and Safety

The University is committed to the physical and mental well-being of its members. Accordingly, it will strive to provide a secure campus, safe facilities, and responsible regulations designed to protect the health and safety of all.

Nondiscrimination

The University is committed not to discriminate on the basis of unlawful criteria in its policies, practices, programs, and activities.

Civility

A goal of Vanderbilt University is to foster an open and diverse society where the rights of all members of the community are respected. The free expression of views in orderly ways is encouraged, but personal vilification of

individuals has no place at Vanderbilt. Discouragement of personal vilification includes education and assistance in understanding the differing cultures represented at Vanderbilt, peer disapproval of inconsiderate behavior, and provisions of the *Student Handbook* regulating abusive or harassing conduct.

The University recognizes that occasions may arise when the amendment of these principles will be necessary. The process of developing, approving, and implementing amendments shall include participation by students, faculty members, and administrators.

Chapter 2

Nondiscrimination

Vanderbilt University has a strong commitment to assuring that every member of the faculty and staff and every student receive fair treatment. A number of policies support this commitment, with some of these reflecting both institutional policy and legal obligation (Title VII provisions relating to employment discrimination, for example), and others reflecting institutionally developed statements of policy considered important within the institutional community (the statement on sexual orientation, for example).

Section A

NONDISCRIMINATION STATEMENTS

Nondiscrimination Statement for University Publications

The following statement on nondiscrimination must appear in all University publications that relate to admissions, the presentation of academic programs, and employment.

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, Vanderbilt University does not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of educational policies, programs, or activities; its admissions policies; scholarship and loan programs; athletic or other University-administered programs; or employment. In addition, the University does not discriminate on the basis of sexual orientation consistent with University nondiscrimination policy. Inquiries or complaints should be directed to the Opportunity Development Center, Vanderbilt University, VU Station B #351809, Nashville, TN 37235-1809. The Center is located in the Baker Building, 110 21st Avenue South. Telephone (615) 322-4705 (V/TDD); fax (615) 343-4969.

Sexual Orientation Nondiscrimination Statement

Vanderbilt University is committed to the principles of nondiscrimination on the basis of being or being perceived as homosexual,

heterosexual, or bisexual. In affirming its commitment to this principle, the University does not limit freedom of religious association and does not require adherence to this principle by government agencies or external organizations that associate with but are not controlled by the University. The University extends specified benefits to eligible domestic partners.

For additional information or assistance, contact the Opportunity Development Center or the Benefits Office of Human Resource Services.

Section B

LAWS IMPOSING SPECIAL OBLIGATIONS

A number of provisions of federal and state law, including those mentioned above, impose special obligations on the University and require particular attention. Among these are:

- Titles VII and VIII of the Public Health Service Act
- The Equal Pay Act of 1963
- Titles VI and VII of the Civil Rights Act of 1964, as amended
- Executive Order 11246, as amended
- The Age Discrimination in Employment Act of 1967, as amended
- Title IX of the Education Amendments of 1972
- The Rehabilitation Act of 1973
- The Vietnam Era Veterans Readjustment Act of 1974
- The Age Discrimination Act of 1975
- Revenue Procedure 75-50 (1975)
- Tennessee Fair Employment Practices Law of 1978
- Governor's Code of Fair Practices of 1979
- Americans with Disabilities Act of 1990

Section C

INDIVIDUALS WITH DISABILITIES

Vanderbilt is committed to equal opportunity and access for people with disabilities. In compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990, Vanderbilt does not exclude qualified persons with disabilities from participating in employment opportunities and University programs and activities.

Questions about accommodations should be directed to the Opportunity Development Center.

Section D

HARASSMENT

It is important that Vanderbilt University faculty, staff, and students enjoy an environment free from implicit and explicit behavior used to control, influence, or affect the well-being of any member of our community. Harassment of any individual based on sex, race, color, religion, national origin, age, or disability is unacceptable and grounds for disciplinary action, and also constitutes a violation of federal law. Equally unacceptable within the University is the harassment of any individual on the basis of sexual orientation.

A. Sexual Harassment

Sexual harassment is a form of sex discrimination. It is illegal under state and federal law and is a violation of University policy.

Sexual harassment is prohibited under Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972. In 1980, the Equal Employment Opportunity Commission amended its sex discrimination guidelines under Title VII to include sexual harassment, defining the term as follows: “Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; 3) such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.”

The Office of Civil Rights of the Department of Education issued a policy statement on August 31, 1982, defining sexual harassment under Title IX and setting forth procedures for handling sexual harassment complaints. According to this policy statement, sexual harassment “consists of verbal or physical conduct of a sexual nature, imposed on the basis of sex, by an employee or agent of a recipient [of federal funds] that denies, limits, provides different, or conditions the provision of aid, benefits, services, or treatment protected under Title IX.”

B. Racial and Other Harassment in the Work Environment

Harassment on the basis of race, color, religion, or national origin is a form of unlawful discrimination and is prohibited under Title VII of the Civil Rights Act of 1964. The Equal Employment Opportunity Commission explains, in its 1980 “Guidelines on Discrimination Because of Sex,” that the principles for defining sexual harassment in the workplace apply as well to harassment based on race, color, religion, and national origin. Thus where harassment based on race, color, religion, or national origin has the “purpose

or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment" it rises to the level of unlawful discrimination. In addition, the courts have applied these principles to harassment on the basis of age and disability under the Age Discrimination in Employment Act and the Americans with Disabilities Act, respectively. Finally, the University, through its "Sexual Orientation Nondiscrimination Statement," applies these principles to harassment on the basis of sexual orientation.

C. Complaint Procedure

Any member of the University community who experiences harassment on the basis of sex, race, color, religion, national origin, age, disability, or sexual orientation should immediately seek assistance through the Opportunity Development Center (ODC), 322-4705. The ODC receives all complaints of unlawful discrimination raised within the University community and, where possible, assists in the resolution of those complaints.

Section E

AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY

The following statements summarize policies on affirmative action and equal employment opportunity.

University officials will base employment decisions on the principles of equal employment opportunity consistent with our intent to achieve the goals outlined in our Affirmative Action Plan and consistent with the University nondiscrimination policy with respect to sexual orientation.

Vanderbilt University, through responsible officials in compliance with its affirmative action obligations, will recruit, hire, train, and promote persons in all job titles, without regard to race, color, religion, sex, national origin, age, handicap, or status as a disabled veteran or veteran of the Vietnam Era, except where age and sex are bona fide occupational requirements, or where a specific disability constitutes a bona fide occupational disqualification.

University officials will take affirmative action to ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.

University officials will ensure that all personnel actions such as compensation, benefits, transfers, layoffs, returns from layoff, University-sponsored training, education, tuition assistance, and social and recreational programs, will be administered without regard to race, color, religion, sex, national origin, age, disability, or status as a disabled veteran or veteran of the Vietnam era.

The Provost and the Vice Chancellors assist the Chancellor in administering the provisions of the Affirmative Action Plan. They are responsible for assuring that the University's policy on affirmative action and equal opportunity is carried out within their respective administrative areas.

The staff of the Opportunity Development Center monitors the University's compliance with equal opportunity and affirmative action laws and coordinates and implements the provisions of Vanderbilt's Affirmative Action Plan. The Center also coordinates services for persons with disabilities.

Grievance procedures for faculty members are explained in Part IV, Chapter 2.

The Office of the General Counsel is also available to assist with application and interpretation of equal opportunity and affirmative action laws.

Chapter 3

Conflict of Interest and Conflict of Commitment Policy

VANDERBILT UNIVERSITY CONFLICT OF INTEREST POLICY

Article I: Policy Statement

All individual members of the Vanderbilt University community (including Trustees, University officials, and all full-time, part-time, temporary, or adjunct faculty and staff of the University) must fulfill the education, research, patient care, and public service missions to which Vanderbilt University is dedicated. The University's core values include a commitment to the following goals: educating students; protecting academic freedom; advancing and communicating knowledge about the world; protecting the safety of patients and participants in research; protecting the integrity and objectivity of research and instruction; supporting the ideals of goodwill, fair play, and transparency; and encouraging public service. Accordingly, all individuals in the University community have a clear obligation to make decisions and conduct the affairs of the University based upon the desire to promote the best interests of the University in a manner consistent with those goals. Trustees and members of senior administration are fiduciaries and owe special duties of care and loyalty to the University as a whole and must keep the University's interests paramount to all others.

The relationships between Vanderbilt University, the individual members of the University community, private industry, federal and state governments, and the non-profit sector have grown increasingly complex. As a result, there are opportunities for professional interactions and development that may benefit the University community and its individual members, but which may also present the potential for or the appearance of conflicting loyalties and responsibilities for the individuals within the University community. The purpose of the Vanderbilt University Conflict of Interest Policy is to set forth a policy statement regarding conflicts of interest and to provide guidelines to protect the University and its mission.

A conflict of interest refers to a situation in which an individual's financial, professional, or other personal considerations may directly or indirectly affect, or have the appearance of affecting, an individual's professional judgment in exercising any University duty or responsibility, including the conduct or reporting of research. Typically, a conflict of interest may arise when

an individual has the opportunity or appears to have the opportunity to influence the University's business, administrative, academic, research, or other decisions in ways that could lead to financial, professional, or personal gain or advantage of any kind. Individuals in the University community should evaluate and arrange their external interests in order to avoid compromising their ability to carry out their primary obligations to the University, and most conflicts of interest should generally be avoided or resolved through the exercise of personal judgment or discretion.

All individuals in the University community are expected to (i) abide by the conflict of interest policies and standards set forth in this policy (including any specific procedures adopted by specific schools or departments pursuant to or in furtherance of this policy), (ii) fully disclose professional and relevant personal activities and relationships that create a conflict of interest or have the appearance of creating a conflict of interest and as required by the University, (iii) remedy conflicts of interest or comply with any management or monitoring plan prescribed by the University, (iv) remain aware of the potential for conflicts of interest, and (v) take initiative to manage, disclose, or resolve conflicts of interest as appropriate. All senior administrators have the responsibility to understand and implement this policy, including, as necessary, the adoption of specific procedures for their respective schools and departments in furtherance of and in accordance with this policy.

Article II: Conflict of Interest Guidelines

Conflicts of interest can arise under many situations. These guidelines set forth principles for members of the University community to follow. Disclosure and approval are required before engaging in activities that are inconsistent with these guidelines.

A. University Administration

The internal administration of the University can present the potential for conflicts of interest. Members of the University community with administrative responsibilities must take particular care to avoid relationships in which financial interests or other personal interests intersect with the University's interests and have the potential for inappropriate factors to be considered in administrative decisions. In particular, individuals who have University duties involving the procurement, exchange, or sale of goods, services, or other assets; the negotiation or formation of contracts or other commitments affecting the assets or interests of the University; the handling of confidential or privileged information; the provision of patient care; the conduct of sponsored research and the handling of any research results or resulting transfer of technology; or the rendition of professional advice to the University must be particularly conscious of potential conflicts of interest or the appearance of conflicts of interest.

B. Business Relationships

In general, when individual members of the University community or their family members have financial interests in a business or are involved in a business as an owner, operator, or as an executive officer, they must be alert to the possibility that a conflict of interest may arise, if the business has a relationship with the University. If the enterprise does business with the University, or proposes to do business with the University, the individual is expected to disclose that fact. Generally, there will be no conflict of interest if the individual is not in a position to influence the University with respect to the business in which the individual or family member has an interest. Members of the University community may not review, approve, or administratively control contracts or business relationships when the contract or business relationship is between the University and a business in which the individual or a family member has a financial interest or when the individual or a family member is an employee of the business and is directly involved with activities pertaining to the University. This section is not intended to apply to the adoption of textbooks, software, or other teaching aids written by faculty members or their family members for use in their own course of instruction.

C. Gifts

No gifts or accommodations of any nature, including unrestricted grants, may be accepted by the University or individual members of the University community when to do so would place them in a prejudicial or compromising position, interfere in any way with the impartial discharge of their duties to the University, or reflect adversely on their integrity or that of the University. Individuals may, however, accept gifts, meals, entertainment, and other normal social amenities no greater in value than \$300 per year from a single source, whether an individual or a business, provided that such amenities are not otherwise extravagant under the circumstances.

D. Use and Appropriation of University Assets

The University possesses both tangible and intangible assets. These assets include buildings, personnel, equipment, patents, copyrights, technology, and work products, as well as the University's reputation and prestige. As custodian of these assets, members of the University community owe a fiduciary duty to the University to act in accordance with applicable University procedures regarding the proper expenditure of the University's funds, as well as the use and control of University assets, including confidential and privileged information.

Where specific procedures regarding the disposition and control of University assets do not exist, individuals are expected to protect the best interests of the University in its tangible and intangible assets. Conduct constituting the misappropriation or unauthorized use of University assets in connection with any external activity is prohibited (including implying sponsorship or

endorsement by the University or otherwise trading on the reputation or goodwill of the University). Mere identification of the University as one's employer and of one's position at the University is permitted, provided that such identification is not used to imply University sponsorship or endorsement.

E. Research and Health Care Activities

Conflicts of interest in sponsored research and the provision of patient care involve situations in which financial, professional, or other personal considerations may compromise, or have the appearance of compromising an individual's judgment in the provision of patient care or the conduct or reporting of sponsored research. The bias which may result from such conflicts of interest may impact not only on the collection, analysis, and interpretation of data, but also on the hiring of staff, procurement of materials, clinical referrals, sharing of results, choice of protocol, the use of statistical methods, the use of human participants, or otherwise influence the provision of patient care or the course of a sponsored research project.

Individual members of the University community may not review, approve, or administratively control contracts, grants, clinical trials, or other business relationships when such contract, grant, clinical trial, or other business relationship pertains to sponsored research involving the University and a business in which the individual or a family member has a significant financial interest or when the individual or a family member is an employee of the business and directly involved with activities pertaining to the sponsored research. Absent compelling circumstances, individuals may not participate in research involving human research subjects if they have a significant financial interest in the sponsor of the research or any technology that could be affected by the outcome of the research. This presumption against human subjects research by financially interested individuals may be rebutted by compelling circumstances that are reviewed in advance by appropriate University officials. No research with human subjects that involves a conflict of interest may receive final approval from the Institutional Review Board until the conflict of interest is addressed under this policy. Every individual participating or involved in University research or health care activities is responsible for learning and complying with all other applicable policies and procedures.

F. Activities Related to Students

An individual member of the University community may not assign students, postdoctoral fellows, or other trainees to University projects sponsored by any business if the individual or a family member has a significant financial interest in the business. An individual also may not assign students or permit students to participate in any consulting relationship in which the individual or a family member has a significant financial interest.

Deans and department chairs have the responsibility for protecting the

interests of students, fellows, and trainees who may be directly or indirectly involved in a conflict of interest situation related to a member of the University community or a family member with a financial interest in the situation. Students and trainees should not be permitted to participate in research or consulting activities if the terms and conditions of those activities would prevent the students or trainees from meeting applicable University degree or training requirements. Students, postdoctoral fellows, and trainees involved in any conflict of interest situation should be informed that the conflict of interest situation exists; and that their concerns, if any, can be discussed with the appropriate University official or, if applicable, the monitor or monitoring panel. Additionally, deans or their designees and department chairs must meet regularly (at least annually) with any students, post-doctoral fellows, or trainees involved in a conflict of interest situation. Deans and department chairs may also consider assigning an observer to the research advisory committee/theses or dissertation committee of any student involved in a conflict of interest situation.

G. Activities Related to Family Members

Members of the University community may not participate in the hiring process or any employment-related decisions pertaining to their family members. Likewise, they may not be in a position to supervise a family member as an employee of the University or otherwise review or participate in reviewing a family member's work as an employee of the University.

Article III: Disclosure

A. Duty to Disclose

In order to identify and review conflicts of interest and the appearance of conflicts of interest, members of the University community must disclose in advance all outside activities and financial interests that create or have the appearance of creating conflicts of interest to the appropriate University officials. Appropriate University officials may include supervisors, deans, department chairs, and the Office of Compliance. Such disclosures shall be sufficiently detailed and timely as to allow accurate and objective evaluation prior to making commitments or initiating activities that create conflicts of interest. The information must be accurate and not false, erroneous, misleading, or incomplete. Each member of the University community has an obligation to cooperate fully in the review of the pertinent facts and circumstances. Individual schools and departments may implement more specific procedures and require additional information in furtherance of this policy.

Certain University activities will involve more specific procedures with respect to conflicts of interest either because of governmental requirements or corporate fiduciary duty. Trustees and General Officers, as well as anyone

involved with sponsored research or the development and licensing of intellectual property under the auspices of the University, is responsible for complying with all applicable procedures.

Disclosure required by any governmental, accreditation, or other self-regulatory agency, such as the Public Health Service or the Joint Commission on Accreditation of Health care Organizations regulations, should be made to the appropriate University official and the Division of Sponsored Research or the Office of Research, as the case may be, on the required forms before grant application submission. Additionally, disclosure should be made to publications and journal editors when research manuscripts are submitted and to the audience during any oral presentation of research if the presenter has a conflict of interest.

The Office of Compliance is available as a resource for questions involving University policies and procedures and for guidance on any issues related to the disclosure process.

B. Annual Disclosure Process

In addition to the duty of advance disclosure discussed above, all members of the University community are required to provide a disclosure of situations or relationships that create or have the appearance of creating a conflict of interest upon initial employment and annually thereafter. Updated disclosures must also be provided throughout the year if changes in circumstances arise that either (a) create a new conflict of interest or (b) change or eliminate a conflict of interest previously disclosed. All disclosure statements and management plans are official records and will be maintained according to an appropriate retention schedule. The disclosure statements contain information that may have a direct bearing on an individual's employment. The disclosure statements will be considered confidential, however, the information may be released in accordance with and as required by federal, state, or local law or court order.

Article IV: University Conflicts Committee

A. Composition

There shall be established a University Conflicts Committee which shall be a University resource on conflict of interest matters. The Committee shall have representatives from relevant areas across the University, including faculty, audit, research, legal, administrative, and compliance. At least one representative on the Committee shall be a person from outside the University community. The University's General Counsel shall serve as the chair of the Committee, and the representatives on the Committee shall serve for a renewable three-year term.

B. Duties and Responsibilities

1. The Committee's primary responsibility is to serve as a resource to the University on conflict of interest matters in which the University's mission, philosophy, and overall purpose could be compromised by the University's relationships with the individual members of its community.
2. The Committee is responsible for reviewing all conflict of interest cases involving the University as a party or an institutional conflict of interest. The Committee may also review appeals from adverse decisions and cases that may be referred to it. The Committee will conduct a thorough review of each case and will either approve or deny the proposed activity, management plan, and/or monitoring plan.
3. In the event of an appeal, the Committee shall be provided with a copy of any disclosure statement which reveals a real or apparent conflict of interest, together with a recommendation from the appropriate University official. The Committee must provide individuals the opportunity to appear before the Committee and/or submit written comments regarding the recommendation. The response of the individual will become an official part of the conflict of interest review record.
4. The Committee shall maintain oversight of the annual and periodic disclosures from all faculty and staff that address conflicts of interest. The Office of Compliance shall provide the Committee with such summaries, reports, or disclosure statements as it may require.
5. The Committee shall maintain an ongoing awareness of procedures, practices, and standards with regard to conflicts of interest with a view to assuring consistency with the terms of this policy. It

shall carry on whatever dialogue is necessary with college deans and directors or administrative officers to insure that its knowledge is sufficiently current and complete. It shall also insure that a proper balance is maintained between confidentiality and its operations and standards.

6. The Committee shall maintain an awareness of externally imposed conflict of interest requirements.

7. The Committee shall review this policy periodically and may make amendments to the policy, in consultation with the Faculty Senate, the Office of Compliance, and the Office of General Counsel, by a majority vote of all current Committee members.

8. Upon request, the Committee shall make recommendations relating to the enforcement of this policy and any disciplinary action.

9. The Committee shall perform such additional functions as may be assigned from time to time by the General Counsel.

10. The Committee will report semiannually to the Audit Committee of the Board of Trust on matters within its scope of responsibility. At the discretion of the chair of the Committee, conflicts of interest involving the Chancellor or other General Officers of the University may be referred to the Audit Committee of the Board of Trust for review and approval.

C. Procedures

The Committee shall establish procedures to implement this policy, in cooperation with the University's schools and other departments, and may make use of subcommittees to carry out its various functions. The Committee shall maintain confidential minutes of its deliberations. In the case of research or other activities subject to applicable governmental regulations on conflicts of interest, the requirements of such governmental regulations shall apply and supplement and/or, to the extent inconsistent with this policy, supersede the provisions of this policy. In that event, applicable reporting procedures and other substantive and procedural requirements will be followed.

Article V: Enforcement and Penalties

The Office of General Counsel is responsible for overseeing the implementation and enforcement of this policy. The Office of General Counsel will review all violations of this policy, including: (a) failure to comply with the disclosure process (by refusal to respond, by deliberately responding with

incomplete, inaccurate, or misleading information, or otherwise); (b) failure to remedy conflicts of interest; and (c) failure to comply with a prescribed management or monitoring plan. Such cases may be forwarded to the University Conflicts Committee for review and recommendations by the Office of General Counsel.

Penalties for deliberate violations of this policy will be adjudicated in accordance with applicable disciplinary policies and procedures of the University in the *Faculty Manual* and the Human Resources Staff Guidelines. Possible penalties include reimbursement to the University for misused resources; formal admonition; inclusion in a faculty member's file of a letter from the dean indicating that the individual's good standing as a member of the faculty has been called into question; ineligibility of a faculty member for grant applications, Institutional Review Board approval, or supervision of graduate students; non-renewal of appointment; and dismissal from employment consistent with the Staff Guidelines and *Faculty Manual*. Any member of the University community or student may report a situation involving a conflict of interest or a violation of this policy to an appropriate University official, the Office of Compliance anonymous helpline at 322-1033, the Medical Center Compliance Office anonymous helpline at 343-0135, or the Office of General Counsel. The University will make every effort to protect anyone who reports a violation from reprisal.

General questions about the policy or disclosure requirements should be directed to the Office of Compliance at 936-0325.

Definitions

Business: Any company or corporation, any partnership, sole proprietorship, firm, franchise, association, organization, holding company, joint stock company, receivership, trust (business, real estate, estate planning, or otherwise), enterprise, or any other legal entity whether organized for profit or not-for-profit, including any entity controlled by, controlling, or under common control with any such entity, but excluding the University.

Family or Family Member: Spouse, child, stepchild, parent, sibling, or domestic partner (individual not related by blood or marriage, but currently in a committed relationship and residing in a common household sharing joint responsibility for the household) of a member of the University community. For purposes of the employment of family members at Vanderbilt University, grandparent, grandchild, father-in-law, and mother-in-law are also included.

Financial Interest:

- (1) Salary or other payments for services (including fees, honoraria, "gifts," or other "in kind" compensation whether for consulting, lecturing, membership on a board of directors or advisory board, or

any other purpose such as partial, interim, or milestone payments). Payments for services would not include income from editorial activities on behalf of professional journals and from seminars, lectures, or teaching engagements sponsored by governmental or not-for-profit entities or service on advisory committees or review panels for governmental or not-for-profit entities.

(2) Intellectual property rights (including patents, copyrights, and royalty income or the right to receive future royalties under a patent or other intellectual property rights, whether pursuant to a license or otherwise).

(3) Ownership and equity interests or entitlement to such interests in a publicly or non-publicly traded business (including stock, stock options, partnership interests, and convertible debt but excluding interests in publicly-traded mutual funds where the individual investor has no control over the selection of holdings).

Significant Financial Interest: A financial interest that exceeds \$10,000 in value over a twelve-month period or a 5 percent ownership interest.

VANDERBILT UNIVERSITY CONFLICT OF COMMITMENT POLICY

A conflict of commitment relates to an individual's distribution of effort between a University appointment, obligation, and commitment and external professionally related or personal activities. External activities may include involvement with professional societies; participation related to review panels, education meetings or conferences; consulting and other professional activities for pay; and business activities related to outside entities including start-up companies. A conflict of commitment can arise when the external activities burden or interfere with the faculty member's primary obligations and commitments to the University.

It is the policy of the University that all faculty members are expected to devote their primary professional loyalty, time, and energy to their teaching, research and other scholarly works, service on University committees, assistance for students, performance of necessary administrative duties, and, where applicable, patient care. Although a specific work-week is not defined for faculty members, it is expected that such membership constitutes a full-time obligation and that, with the exceptions explicitly permitted by University policies on external activities, they will not engage in other employment. Accordingly, external activities must be arranged so as not to interfere with the primary commitments.

External activities conducted by a faculty member should be of such nature as to improve effectiveness as a teacher or contribute to scholarly attainments, or should in some manner serve the interests of the University or of the community. External activities must not distract significantly from primary responsibilities and must not require such extensive absence as to cause the faculty member to neglect course obligations or to become unavailable to students and colleagues. External activities must be of such nature and conducted in such manner as will not bring discredit to the University and must not compromise any intellectual property owned by the University.

Accordingly, the maximum expenditure of time spent on external activities by a full-time faculty member should not exceed forty days during the academic year, including holidays. For those full-time faculty members appointed on a twelve-month basis, time spent on external activities should not exceed fifty days per year, including holidays. It is expected that half-days will be accumulated into full days and that time spent traveling to and from activities or engagements and preparing for them also will be accumulated and counted in the total. Individual schools and departments may implement more specific procedures and require additional information in furtherance of this policy. Faculty members should periodically re-examine the nature and extent of their external activities and conscientiously avoid engaging in activities that constitute conflicts of commitment. The Provost or Vice Chancellor for Health Affairs may grant exceptions in extraordinary cases upon recommendation of the appropriate Dean.

Chapter 4

Policy on Technology and Literary and Artistic Works

Section A

GENERAL

The policy governs the ownership, protection, and transfer of Technology (Inventions, Discoveries, and other Innovations) and Literary and Artistic Works created or authored by University faculty members, staff members, or students.

It is the purpose of this policy to encourage, support, and reward scientific research and scholarship, and to recognize the rights and interests of the creator, author, inventor, or innovator (“Inventor or Creator”); the public; the sponsor; and the University. The University’s commitment to teaching and research is primary, and this policy does not diminish the right and obligation of faculty members to disseminate research results for scholarly purposes, which is considered by the University to take precedence over the commercialization of Technology and Literary and Artistic Works. This policy is intended to be consistent with the University’s commitment to academic freedom, faculty involvement in policy development, and the Policy Guidelines for Sponsored Research as provided in the *Faculty Manual*. In addition, it is intended that application of this policy will take into consideration principles of open and full disclosure, overall equity, fairness to the Inventor or Creator and the University, the need for understanding and goodwill among the parties who have an interest in Technology or Literary and Artistic Works, and reasonableness in the negotiation of licensing agreements.

An In-Depth Review of the Vanderbilt University Patent Policy and Recommendations for Its Replacement by a Policy on Technology and Literary and Artistic Works, a report prepared by the Patent Review Committee, dated January 1993 (Second Revised Edition), contains the history of this policy and provides general principles and hypothetical examples. Issues not directly addressed in this policy, including disagreements concerning its application or interpretation, will be addressed and resolved consistent with these general principles and hypothetical examples.

Section B

RIGHTS IN TECHNOLOGY

Literary and Artistic Works

All rights in scholarly books, articles and other publications, artistic, literary, film, tape, and musical works (“Literary and Artistic Works”) are granted to the faculty, staff, and students who are the authors. Literary and Artistic Works includes texts that have been stored on computer media, but excludes computer programs or computer software or databases that are neither accessory to nor an electronic expression of a scholarly text. All rights in non-scholarly Literary and Artistic Works created with the use of University funds or facilities, or that capitalize on an affiliation with the University, are granted to the University, and income distribution shall be handled in the same manner as technology. Commercial use of the University’s name and marks requires prior University approval.

Technology

All rights in technology created by Vanderbilt faculty members, staff members, or students with the use of University facilities or funds administered by the University are granted to the University, with income to be distributed in accordance with this policy. The terms “Inventions, Discoveries, and Other Innovations” and “Technology” include tangible or intangible inventions, in the patent sense, whether or not reduced to practice, and tangible research results whether or not patentable or copyrightable. These research results include, for example, computer programs, integrated circuit designs, industrial designs, databases, technical drawings, biogenic materials, and other technical creations. Faculty members working with students on research projects must inform those students in advance of the terms of this policy and of any burdens of nondisclosure or confidentiality deemed necessary by the faculty member to protect resulting technology.

All rights in technology created by Vanderbilt faculty members, staff members, or students without the use of University facilities or funds administered by the University, but which fall within the Inventor’s or Creator’s scope of employment, are granted to the University, with income to be distributed in accordance with this policy, subject to the following two (2) exceptions in which the University generally will assert no ownership rights or interests:

1. Technology assigned to an outside entity by a faculty member under a consulting agreement that is consistent with University and school policies, including Conflicts of Interest policies, and that was disclosed in writing to the faculty member’s Dean and Chair in advance of execution of the agreement by the faculty member.

2. Technology created pursuant to independent research or other outside activity that is consistent with University and school policies, including Conflicts

of Interest policies, and that was disclosed in writing to the faculty member's Dean and Chair at the beginning phase of this research or activity. Acknowledgment in writing is to be obtained from the faculty member's Dean and Chair.

For purposes of this policy, factors considered in determining the scope of a faculty member's employment normally would include the relationship of the technology to that faculty member's recent teaching, research, and other University activities, as well as activities stipulated in any appointment contract. Disagreements concerning ownership and other matters regarding this policy can be appealed to the Technology Review Committee in accordance with this policy.

For exceptions (1) and (2) above (i.e., consulting and independent research), it is the responsibility of the faculty member to disclose and resolve in advance with the Dean and Chair any potential conflict of interest or overlap in claims of ownership of technology. If no potential conflict of interest or overlap in claims to technology is, or reasonably should be, apparent, the faculty member need only include in the disclosure the name of the company, if any, for whom the work is being done, the subject area of the work, the expected level of effort, and a statement that no potential conflict or overlap exists in claims of ownership of technology. In order to maintain a spirit of collegiality, Inventors or Creators have the responsibility for full and open disclosure to the Dean and Chair concerning all matters relating to the commercialization of technology in which the University has an interest. In the Medical Center, such disclosures must be copied to the appropriate officer in the Office of the Vice Chancellor for Health Affairs.

Works-for-Hire and Employee Inventions

This policy does not apply to works-for-hire or employee inventions that are created as a specific requirement of University employment or as an assigned University duty. All rights in these works are owned by the University with no right or interest vesting in the Inventor or Creator.

Section C

GOVERNANCE

Administration

The Chancellor of the University is responsible for matters of policy relating to Technology Transfer and affecting the University's relations with Inventors or Creators, governments, private research sponsors, industry, and the public. The Office of Technology Transfer is responsible for administration of this policy, including the evaluation of patentability or other forms of protection, the filing of patents, licensing activities, and pursuit of infringement actions, consistent with the terms of this policy. These responsibilities

are carried out in coordination with the Provost, the Vice Chancellor for Health Affairs, and the Office of the General Counsel.

Technology Review Committee

A Technology Review Committee is appointed by the Chancellor with nominations for faculty positions being made by the Consultative Committee of the Faculty Senate. The Technology Review Committee (“committee”) is chaired by a faculty member and the majority of members are faculty members without administrative appointments. The committee reviews and monitors the activities of the Office of Technology Transfer on matters relating to the administration of this policy. The committee must be consulted in advance concerning any material changes to the policy and participate fully in the future development of the policy. In addition, the committee approves recommended allocations between the Technology Promotion Fund and the Technology Research Fund.

The committee serves as an appellate body advisory to the Chancellor in the event a disagreement occurs among Inventors or Creators or between Inventors or Creators and the University concerning the interpretation or application of this policy. In cases in which the committee is unable to resolve the disagreement between the parties, the committee will forward its recommendation for a resolution to the Chancellor for final decision.

At the beginning of each academic year, the Office of Technology Transfer submits to the committee, the Provost, and the Vice Chancellor for Health Affairs an annual report of the patent and licensing activities of the preceding twelve (12) months, including an annual accounting statement of income and expenses from technology in which the University has an interest and an accounting of income and disbursements of the Technology Promotion Fund and Technology Research Fund. Status reports are provided at subsequent committee meetings upon request of the committee.

Disclosures

Technology created by Vanderbilt faculty members, staff members, or students with the use of University facilities or funds administered by the University, or within the Inventor’s or Creator’s scope of employment, must be disclosed in writing to the Office of Technology Transfer and sent to the Provost or the Vice Chancellor for Health Affairs. These disclosures will be maintained in strict confidence.

Licensing

The Inventor or Creator will cooperate with the Office of Technology Transfer in its protection of University interests in disclosed technology including executing appropriate assignments to perfect legal rights. It is anticipated that the Inventor or Creator will be an active participant in the licensing process

and will be consulted prior to licensing decisions.

Inventors or Creators having an interest in a potential licensee may request that the potential licensee be given the right of first negotiation, consistent with University policy on conflicts of interest and any other applicable school or departmental policies. Normally such a request will be granted.

If the Office of Technology Transfer, in consultation with the Provost or the Vice Chancellor for Health Affairs, determines not to file for a patent or actively pursue the transfer of particular technology, the University will at the Inventor's or Creator's request assign ownership of the technology to the Inventor consistent with any existing governmental rights. These decisions normally will be made within one year of the date of disclosure.

Section D

INCOME

General Principle

This policy is intended to direct income from income-producing discoveries toward Inventors or Creators, assure the transfer and development of those discoveries for the public benefit, and provide for the funding of future research by faculty of Vanderbilt University.

Definition of Terms

For purposes of this policy, "income" is defined as royalties or return received from the transfer or licensing of technology. Net income is defined as the balance of income remaining after the recovery of (1) total University expenses directly related to generating and securing income from a specific technology, and (2) any advance payment for a special project by the school or other organizational unit of the University. These University expenses will consist of expenses such as legal fees; application, issuance, and maintenance fees for patents; legal fees and other direct expenses concerning licensing or transferring that technology; and direct marketing and patent promotion costs for that technology. Special project advances from the school or other organizational unit of the University will be designated in writing at the time the advance is made. Only net income will be allocated to the Inventors and schools. Upon request, the Office of Technology Transfer will provide an Inventor or Creator with a listing of expenses incurred to date on his or her technology.

Technology Funds

A percentage of the net income (see Schedule below) derived from the transfer, licensing, or commercial exploitation of technology will be placed in a Technology Promotion Fund to be used for promotion of specific technologies.

A percentage of the net income (see Schedule below) derived from the transfer or licensing of technology that is sufficiently profitable will be placed in a Technology Research Fund with the Technology Review Committee responsible for proposing an equitable mechanism of peer review for disbursement of these funds.

Allocation of Income from Technology

Net income from the transfer or licensing of technology will be allocated according to the percentages in the following schedule. The intent of this schedule is that small discoveries will primarily aid Inventors and Creators and their research efforts, while large inventions will aid the school proportionally more.

**SCHEDULE
Net Income**

| | <i>Inventor/ Creator</i> | <i>Inventor's Laboratory</i> | <i>Inventor's Department</i> | <i>Inventor's School</i> | <i>Technology Promotion</i> | <i>Technology Research Fund</i> |
|--------------------------|------------------------------|----------------------------------|----------------------------------|------------------------------|---------------------------------|---|
| <i>Non-Medical</i> | | | | | | |
| First \$100,000 per year | 50% | *10% | 0% | 30% | 10% | 0% |
| Above \$100,000 per year | 40% | *10% | 10% | 25% | 5% | 10% |
| <i>Medical Center</i> | | | | | | |
| First \$100,000 per year | 50% | 0% | 20% | 20% | 10% | 0% |
| Above \$100,000 per year | 40% | 0% | 25% | 20% | 5% | 10% |

*For as long as the inventor remains at Vanderbilt. If the inventor leaves Vanderbilt, the inventor's school share is increased by 10%.

For multiple co-inventors/creators, the shares will be apportioned consistent with this schedule.

The Inventor's or Creator's share shall be paid directly to the Inventor. Funds designated for departments and schools are to be used primarily for funding research by the faculty.

In exceptional circumstances with the approval of the appropriate Dean, and the Provost or the Vice Chancellor for Health Affairs, the royalty split for technology may be adjusted subject to negotiations between the University and the Inventor and Creator.

Section E

THE VANDERBILT RESEARCH AND DEVELOPMENT CORPORATION

The Vanderbilt Research and Development Corporation (VRDC), a not-for-

profit corporation controlled by Vanderbilt University, was chartered in December 1986 to facilitate patent management and transfer of technology arising from research conducted at Vanderbilt. Any income derived from VRDC investment will be distributed according to the provisions of the funding from the VRDC.

The VRDC serves as a vehicle to attract and solicit venture capital funds, which may be combined with Vanderbilt University funds and invested in selected projects with development potential. It is expected that these projects will be in an advanced phase of research. The VRDC does not replace any of the University's processes that play a role in the research or Technology Transfer process.

Projects involving technology that meet the above criteria should be submitted to VRDC, 102 Alumni Hall.

Section F

PATENT AND TRADEMARK DEPOSITORY LIBRARY

Vanderbilt University is designated a Patent and Trademark Depository Library by the Patent and Trademark Office of the United States Department of Commerce. The patent collection is housed in the Sarah Shannon Stevenson Science and Engineering Library and is readily available for patent and trademark searches.

Section G

PERIODIC REVIEW

At least every fourth year, the Technology Review Committee shall review the provisions of this policy and their efficacy in meeting the interests of members of the University community and the University.

Chapter 5

Policy Guidelines for Sponsored Research

The following general principles govern University research sponsored in whole or in part by outside entities, including industry or government. University research is defined as any research activity using University facilities or with support from funds administered by the University. Excluded from the definition of University research is personal research not supported from external funds administered by the University and that does not require the use of University facilities or equipment to fulfill an external contractual or consulting obligation.

1. University research must be conducted only for purposes that are consistent with the University's principal missions of the preservation, pursuit, dissemination, and application of knowledge. In particular, classified research projects or projects that otherwise prohibit or limit publication of research results are inconsistent with University missions. Publication is considered to include, but is not limited to, journal publications, proceedings of meetings and conferences, student dissertations and theses, and book manuscripts.

2. Prompt publication of results is the normal and expected outcome of a research project. A delay not to exceed ninety (90) days in submission for publication may be requested by a sponsor who wishes to preview research results. In cases in which a sponsor has been afforded the right to prepare a patent application, or the University wishes to prepare a patent application, it may be agreed that submission for publication may be delayed for up to an additional six months. The research agreement governing any project should specify at the outset of the program whether the sponsor reserves the right to request a delay for either of these reasons.

3. In those research projects in which proprietary information is provided by the sponsor prior to or during the course of the project, any limitations on the disposition of that information must be described in writing prior to the time the information is made available and any requirements of confidentiality or other limitations must be documented, provided to, and approved by the Office of Biomedical Sciences for the Medical Center or the Division of Sponsored Research for the University, whichever is appropriate. Knowledge developed by Vanderbilt researchers on the basis of proprietary information is to be governed by these research guidelines unless otherwise governed by

terms of an authorized research agreement. Proprietary information may be kept confidential between the sponsor and University researchers. Any requirements of confidentiality should be limited, however, especially as they apply to graduate and professional students, when those provisions inhibit in any material way the free flow and exchange of ideas important to University missions. Any participation by graduate and professional students in research that limits or restricts communication must be approved in advance by the appropriate Dean.

4. Consistent with the provisions of the Policy on Technology and Literary and Artistic Works, the University retains ownership of patent rights and software copyrights issued on the basis of any University research. In exceptional circumstances, deviations from this policy may be approved by the Provost or the Vice Chancellor for Health Affairs, as appropriate, on terms that become provisions of the sponsored research agreement.

5. Researchers are obligated to inform their department chairs, Deans, and the appropriate Sponsored Research office in writing in advance of project sponsorship of any special relationship that they have or intend to have with a sponsor. This disclosure should detail fully the nature and purpose of the relationship but normally need not provide specific amounts of financial reimbursement figures except when necessary to determine the existence of conflicts of interest, allocation of effort, or other University interests defined by the Provost or the Vice Chancellor for Health Affairs, as appropriate. This provision applies to all participants in a project, including faculty members, research associates, members of the staff, and students. It is expected that sponsors may inquire whether a researcher is receiving support from a competitor and whether safeguards are in place to protect proprietary information from being misused. To avoid conflicts of interest, researchers should be especially cautious when accepting support from competitor sponsors who are providing proprietary information.

6. A faculty member who serves as principal investigator on a sponsored project is responsible for justifying the appropriateness of direct costs budgeted and charged on that project in accordance with overall government regulations, sponsoring agency guidelines, conditions made as a part of an individual award, and Vanderbilt policies and guidelines. Faculty members are also responsible and accountable to University officials for the proper conduct of the project or program, including, for example, compliance with policies and procedures concerning the use of human subjects or animals in research activities, and environmental safety.

Chapter 6

Acceptable Use of Information Technology

I. Introduction

The mission of Vanderbilt University is to be a center of scholarly research, informed and creative teaching, and service to the community and society at large. The university upholds the highest standards and is a leader in the quest for new knowledge through scholarship, dissemination of knowledge through teaching and outreach, and creative experimentation of ideas and concepts. In pursuit of these goals, Vanderbilt values most highly intellectual freedom that supports open inquiry, and equality, compassion, and excellence in all endeavors.

To achieve its mission, the university applies substantial financial and personnel assets toward operating a reliable, available, and secure network computing infrastructure. The mass adoption of digital technologies in the everyday lives of members of our community requires that Vanderbilt establish clear policies that guide how community members may use the university's information technology resources. This Acceptable Use Policy (AUP) communicates the respective policies associated with our role in the Vanderbilt community as students, faculty, staff or other authorized users.

The guiding purpose of the AUP is to ensure that the university's information technology resources are used to promote the core mission of Vanderbilt in education, research and scholarship, patient care, and service, either directly or through the various administrative entities and services that enable Vanderbilt's core mission. To that end, the policy has the following goals:

- a) First and foremost, that information technology resources are used for their intended purposes;
- b) That the use of information technology resources is consistent with the principles and values that govern use of other university facilities and services; and
- c) That the integrity, reliability, availability and performance of information technology resources are protected.

II. Scope

This policy applies to all Vanderbilt University students, faculty and staff and to all others granted use of Vanderbilt's information technology (IT) resources whether individually controlled or shared, stand-alone or networked. It applies to all computer and communication facilities owned, leased, operated, or contracted for by Vanderbilt University. Information technology resources include but are not limited to Vanderbilt's Internet 1, Internet 2, private networks, telephone, fax, voice mail, electronic mail, instant messaging, electronic collaboration, content management, or other applications that attach, utilize, or otherwise interface with Vanderbilt's data and voice network computing infrastructure. Electronic communications include but are not limited to any information—data, text, graphics, audio, video, or other artifact—that can be sent or received via an electronic system or manipulated or transferred via the network computing infrastructure or an attached device or peripheral.

III. Policies

a) Privacy, Integrity and Operational Security

The privacy of all users and the integrity and operational security of Vanderbilt's information technology system must be respected by all. Vanderbilt's IT resources must not be used by anyone to gain or attempt to gain unauthorized access to private information, even if that information is not securely protected or is otherwise available. The fact that an individual account and its data may be unprotected does not confer either an ethical or legal right to access it.

Investigations of misuse, unauthorized use, or illegal activity, compliance with federal, state or local laws or regulations, as well as routine or emergency maintenance of the IT system, may require observation of electronic information by appropriate and authorized university officials, employees, or their authorized agents. Such activities are not in violation of this principle so long as these activities are conducted by authorized individuals on behalf of Vanderbilt University and are governed by professional IT forensic protocols. Vanderbilt uses automated systems to monitor data transmissions entering and leaving the Vanderbilt networks to detect the presence of viruses, malicious software, or privileged information.

Unauthorized access to private information constitutes a violation of this policy, and may result in disciplinary actions under the Faculty Manual, Student Handbook, HR policies, or other applicable policy statements. Violation of this principle may also constitute a violation of state or federal law.

b) Use

Use of Vanderbilt's network computing and electronic communications infrastructure comes with certain responsibilities and obligations.

I. Unlawful Use

Tennessee and federal laws provide for civil and criminal penalties for violations of the law of systems use. Examples of unlawful actions include, but are not limited to, defamatory remarks, destruction of Vanderbilt University data or equipment, unauthorized copying of copyrighted material and the transportation of obscene materials across state lines. Any use of Vanderbilt network computing assets by anyone in the organization that violates state, federal, or local laws is prohibited.

II. Violation of Institutional Policies

Vanderbilt University's academic departments, clinical operations, and administrative areas maintain policies that govern and inform our day-to-day lives in the conduct of our Vanderbilt experience. Any use of Vanderbilt network computing assets that violates applicable institutional policies is prohibited.

Violation of Student Honor and Conduct Codes

Vanderbilt University maintains high standards for its students and various codes and policies govern and inform a student's day-to-day life in the conduct of his or her Vanderbilt experience. Students are prohibited from using the Vanderbilt network computing assets for activities that violate the conduct code, the honor code, or other policies and regulations delineated by the *Student Handbook*.

c) Fiduciary Responsibilities

I. Vanderbilt Community Members

Members of the Vanderbilt community possess a great personal responsibility to themselves and to other community members to utilize technology while maintaining their fiduciary responsibilities. These responsibilities include, but are not limited to:

- Being responsible for the security of one's personal information
- Protecting personal and private information of others
- Taking care to minimize risks of various undesirable events, such

as disclosure of sensitive personal information, identify theft, and even threats to personal safety when using Vanderbilt information technology assets.

II. Information Technology Professionals

Vanderbilt IT personnel are granted elevated or privileged access to Vanderbilt University's information and information systems. This privileged access places the Vanderbilt IT professional in a higher level of trust. To maintain this level of trust, Vanderbilt IT professionals must develop, maintain, and continually enhance their skills and abilities on behalf of those they serve. IT professionals employed by Vanderbilt University must strive to be trusted and highly skilled custodians through:

- Preserving confidentiality
- Protecting data and information integrity
- Establishing and maintaining availability of information systems
- Educating those around them about IT and social risks related to information systems
- Enhancing and maintaining technical skills
- Demonstrating an understanding of the areas they serve

d) Intellectual Property

At the heart of any academic or research endeavor resides the concept of intellectual property. All copyrighted information (text, images, icons, programs, video, audio, etc.) retrieved from computer or network resources must be used in compliance with applicable copyright and other law. Copied material must be properly attributed. Plagiarism of digital information is subject to the same sanctions as apply to plagiarism in any other media. Acquiring or sharing copyrighted materials without obtaining the appropriate licenses or permissions may be unlawful.

e) Publication or Distribution of Unauthorized Recordings, Photos, Images, Text or Video

With the availability of low cost cameras, smart phones, and consumer electronics, it is possible for someone to acquire voice, video images, still images, multimedia, or text in non-public situations without the knowledge or consent of all parties. Vanderbilt network computing assets must not be used by anyone in the organization to publish or distribute this type of material without the expressed consent of all involved parties.

f) Right to Copy and Inspect for Legal and University Process

Vanderbilt University is committed to protecting the privacy of faculty, students, staff, patients, and other users of its IT resources, and their electronic communications. However, because Vanderbilt operates subject to compliance with various federal and state laws and regulations and must be able to enforce its own policies,

Vanderbilt must occasionally inspect, preserve, and produce records to fulfill legal obligations and to carry out internal investigations. Vanderbilt University reserves the right to obtain copy and convey to outside persons any records or electronic transactions completed using Vanderbilt University information systems in the event it is required by law or institutional policy to do so. Vanderbilt University may also in its reasonable discretion, when circumstances require, obtain and review any records relevant to an internal investigation concerning compliance with Vanderbilt University rules or policies applicable to students, faculty, staff, or all others granted use of Vanderbilt's information technology resources. Users therefore should not expect that records created, stored, or communicated with Vanderbilt information technology or in the conduct of Vanderbilt's business will necessarily be private. Vanderbilt University reserves its right to any work product generated in the conduct of its business.

g) Locally Specific Policies

Individual units within the university may create additional policies for information resources under their control. These policies may include additional detail, guidelines, and further restrictions but must be consistent with principles stated in this policy document. Individual units adopting more specific policies are responsible for establishing, publicizing, and enforcing such policies, as well as any rules governing the authorized and appropriate use of equipment for which those units are responsible.

All members of the Vanderbilt University community are given notice of this policy by virtue of its publication and are subject to it on the same basis. Ignorance of this policy does not relieve any user of his or her responsibilities under the policy. All users are expected to familiarize themselves with the contents of this policy and act in conformance with these principles regarding any use of the university's IT resources.

Due to the rapid nature of change in both information technologies and their applications, the university may amend this policy whenever deemed necessary or appropriate. Users are encouraged to periodically review this policy in order to understand their rights and responsibilities under it.

Chapter 7

Consensual Relationships

Vanderbilt University is committed to maintaining an academic environment in which members of the University community can freely work together, both in and out of the classroom, to further education and research. When members of the faculty and administrative staff are entrusted with advising and teaching students, evaluating students' papers and course work, and recommending students to other colleagues, they are in a delicate relationship of trust and power. This relationship must not be jeopardized by the appearance of either favoritism or unfairness in the exercise of professional judgment.

In their relationships with students, members of the faculty and administrative staff are expected to be aware of their professional responsibilities and to avoid apparent or actual conflict of interest, favoritism, or bias.

Consensual sexual relationships are prohibited between a student and any faculty member, teaching assistant, or administrative staff member who teaches, supervises, evaluates, or otherwise is in a position to exercise power or authority over that student. Efforts by members of the faculty, teaching assistants, or administrative staff members to initiate these relationships are also prohibited. If a prohibited relationship arises, effective steps must be taken to ensure unbiased evaluation or supervision of the student. Violation of this policy may be grounds for discipline as provided for in Part IV, Chapter 1.

Consensual sexual relationships between a student and any faculty member, teaching assistant, or administrative staff member who is not in a position to exercise direct power or authority over that student (e.g., when the student is in a different school or department) may also be inappropriate because of a perception of power or influence. Any faculty member, teaching assistant, or administrative staff member who engages in such a relationship must accept responsibility for assuring that it does not result in a conflict of interest or raise other issues of professional ethics. In cases of doubt, advice and counsel should be sought from the Dean, department chair, or administrative supervisor.

Chapter 8

Drug and Alcohol Policies

In compliance with the Drug-Free Workplace Act and the Drug-Free Schools and Campuses Act, Vanderbilt University prohibits the unlawful possession, use, manufacture, or distribution of illicit drugs and alcohol by students, faculty members, and staff members on its property or as part of any University-sponsored activities. This prohibition extends to off-campus professional activities of Vanderbilt faculty and staff members, including attendance at professional conferences and participation in student programs abroad, when those activities are sponsored by the University. If a faculty member is convicted of any drug-related criminal violation on University premises or while conducting University business off the premises, that faculty member must notify his or her Dean no later than five days following the conviction.

Vanderbilt University will impose disciplinary sanctions on students, faculty members, and staff members, up to and including expulsion or termination of employment and referral for prosecution, for violation of this prohibition. A condition of continuance may include the completion of an appropriate rehabilitation program. These sanctions will be imposed consistent with disciplinary standards and procedures found in the *Faculty Manual*, the University and Medical Center Substance Abuse Policy (Policy #HR-035), the Vanderbilt University Medical Center Alcohol and Drug Use Policy (OP 30-08), and any applicable union contract.

Counseling and treatment for drug or alcohol abuse and addiction are available through on-campus programs. In addition, many local community organizations offer rehabilitation programs. Faculty and staff members should contact the Employee Assistance Program, 936-1327, for information about available services and referrals.

Chapter 9

Honor System

The Vanderbilt Honor System was instituted in 1875 with the first final examination administered by the University. A student's personal integrity then, as now, was presumed to be sufficient assurance that in academic matters one did one's own work without unauthorized help from any other source. The Honor System presumes that all work submitted as part of academic requirements is the product of the student submitting it unless credit is given with proper footnoting and bibliographic technique or as prescribed by the course instructor. The Honor System is not a panacea for all acts of academic dishonesty, nor does it automatically ensure the honorable behavior of all students in academic matters. It is a spirit—an ideal—that permeates the entire educational process at Vanderbilt University. As Chancellor Emeritus Alexander Heard has noted, the Honor System represents the deliberate choice of the University to value Honor—integrity (honesty, accuracy, logic)—over learning, over skill, over understanding.

The Honor System is administered by the Honor Councils. The Undergraduate Honor Council has jurisdiction over all undergraduates, while the Graduate School and each of the professional schools have their own Honor Councils to administer the Honor System for their respective students.

Faculty members have an important role in the Honor System at Vanderbilt. Although the Honor Councils undertake each year to educate students in the meaning of the Honor System, it falls to the faculty to make the Honor System an integral part of the academic life of the University. Faculty members can accomplish this in four ways:

1. At the start of the semester's work in a course, a statement demonstrating the faculty member's support of the Honor System is most beneficial. In this statement, the faculty member should explain what constitutes a violation of the Honor Code in the course, including the limits on collaboration with other students and the use of outside sources. If such matters are stated explicitly, misunderstanding about assignments may be reduced.

2. The faculty member should remind students of the Honor System throughout the semester, especially before assignments and tests.

3. Although the primary responsibility for academic honesty is in the hands of each student, the faculty member is expected to make every effort to provide a classroom atmosphere that is conducive to effective operation of the Honor System. For example, during a test, it is quite in the spirit of the System to seat students in a manner that minimizes the possibility of a student's

accidentally seeing another's paper. Likewise, faculty members might avoid giving identical examinations to different sections of a course, thus decreasing the opportunities for passing information either intentionally or unintentionally.

4. Faculty members can help to keep the Honor System uppermost in their students' minds by requiring them to sign the Pledge on every assignment. The pledge states, "I pledge on my honor that I have neither given nor received unauthorized aid on this assignment."

In spite of these precautions, violations may occur. A faculty member should neither punish nor excuse Honor Code violations. If a faculty member has reason to believe that the Honor Code has been breached, he or she is obligated to take action in one of the following ways:

1. Issue a personal warning to the student(s) suspected of academic dishonesty that, unless the action which led to the suspicion ceases, the incident will be reported to the Honor Council,

OR

2. Report the incident to the appropriate Honor Council.

The flagrancy of the violation determines which course of action the faculty member is expected to follow. The option of warning the student personally is open to the faculty member only in the event of a minor suspicion or if evidence is not available. If suspicion is strong or if evidence is available, the faculty member is obligated to report the incident to the appropriate Honor Council. It should be understood, however, that the faculty member need not have evidence in hand before notifying the Council—just suspicion well founded. The Council will investigate all cases.

To report a violation in the schools with undergraduates, the faculty member should notify the president or the advisor of the Honor Council. To report a violation in the graduate and professional schools, the faculty member should notify the applicable Honor Council through its president, chair, or other appropriate person designated in the school. An investigating committee from the Council will then call on the faculty member, discuss the case, and receive whatever evidence is available. The investigators will then interview the accused and make arrangements for a hearing.

The faculty member need not consult or discuss the matter with the accused either before or after the Council has been notified. Vanderbilt students recognize the Honor Council as the judicial branch of the Honor System. It handles all matters pertaining to a case, including, if the instructor wishes, the notification of the accused student.

Additional information concerning procedures may be obtained from

Honor Council members or from the advisor. Additional information is also provided by a booklet, *Role of the Faculty in the Honor System of Vanderbilt University*, on file with department chairs. Faculty members may wish to call students' attention to the chapter on the Honor System in the *Student Handbook, Policies and Procedures in Co-Curricular Matters*. The chapter includes a definition of and examples of plagiarism in the section titled, "The Honor Code Applied to Preparation of Papers."

Chapter 10

Privacy Rights of Students

Student Records (Buckley Amendment)

Faculty members must respect the privacy rights accorded students under the federal law known as the Family Educational Rights and Privacy Act (the Buckley Amendment). This law affords students rights of access to their education records and generally prohibits the University from releasing or disclosing those records to third parties.

Education records protected under the Act include any personally identifiable student information, such as grades, exam scores, or student ID numbers. In compliance with the Act, the University does not disclose any such information from the education records of a student without that student's written consent. One exception to the disclosure prohibition permits the University to make available "directory information" pertaining to students unless the students have previously requested the University not to make directory information available. Vanderbilt University has designated the following information as "directory information": the student's name, address, telephone number, e-mail address, date and place of birth, major field of study, school, classification, participation in officially recognized activities and sports, the weights and heights of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous education institution attended by the student, and other similar information.

The administrative officials of Vanderbilt University who have access to the education records of students include the Chancellor and other general officers of the University, the Deans of each school and college, the University Registrar, the Director of Financial Aid, the Associate Provost for Academic Affairs, the Associate Vice Chancellor for Student Life, and the designees of each such official, for purposes reasonably believed to facilitate actions within such officers' areas of responsibility. Members of the faculty and any others who instruct students as well as those who advise students, either formally or informally, will have access to student education records for purposes of facilitating their evaluation of student performance and assisting them in the guidance of students in matters such as the choice of a major and other academic areas of concentration, the choice of courses, and career guidance. Members of the faculty and others who instruct students will also have access to education records for the purpose of providing recommendations for students. Committees, groups, boards, and organizations, such as the Honor Councils, which are officially recognized by the University, will have access to student records for the purpose of carrying out their assigned responsibilities.

Chapter 11

Political Activity and Lobbying

Section A

POLITICAL ACTIVITY

Vanderbilt is subject to restrictions concerning activities of a political nature. In particular, the Internal Revenue Code imposes on tax-exempt organizations such as Vanderbilt limitations relating to attempts to influence legislation and participation or intervention in political campaigns on behalf of candidates for public office.

The American Council on Education has taken the initiative in preparing a statement of guidelines for use by universities in their efforts to comply with the applicable provisions of the Internal Revenue Code. This statement has been reviewed by the Commissioner of Internal Revenue, who found the guidelines “fair and reasonable” from the standpoint of the Internal Revenue Service. Faculty are expected to abide by the following principles as stated in the guidelines:

Educational institutions traditionally have recognized and provided facilities on an impartial basis to various activities on the college campuses, even those activities that have a partisan political bent, such as, for example, Republican, Democratic, and other political clubs. This presents no problem. However, to the extent that such organizations extend their activities beyond the campus, and intervene or participate in campaigns on behalf of candidates for public office, or permit nonmembers of the University community to avail themselves of University facilities or services, an institution should in good faith make certain that proper and appropriate charges are made and collected for all facilities and services provided. Extraordinary or prolonged use of facilities, particularly by nonmembers of the University community, even with reimbursement, might raise questions. Such organizations should be prohibited from soliciting in the name of the University funds to be used in such off-campus intervention or participation.

Every member of the academic community has a right to participate or not, as he sees fit, in the election process. On the other hand, no member of that community should speak or act in the name of the institution in a political campaign.

In another paragraph, a statement is made concerning the reduction of the regular responsibilities of faculty and staff:

In that case, the question might be raised whether releasing faculty and staff members from normal duties, with pay, to participate in the (election) process represents an indirect participation by the institution itself in a political campaign on behalf of a candidate for public office.

All members of the Vanderbilt University community should observe these principles in planning and engaging in political activities that might either directly or indirectly involve the University. Questions concerning the application of these points should be addressed to the Office of the General Counsel.

Section B

LOBBYING REGULATIONS

The Byrd Amendment to the 1990 Department of Interior and Related Agencies Appropriations Act bars the use of appropriated federal funds to influence or attempt to influence the awarding of specific federal grants, contracts, and loans. Rules issued pursuant to the Byrd Amendment define “influencing or attempting to influence” as making, with the intent to influence, any communication to an officer or employee of any federal agency or Congress in connection with a specific federal contract or grant. The “use of appropriated federal funds” may include the payment of compensation to a University faculty member if that faculty member engages in the prohibited lobbying activities. Communications with agency representatives or members of Congress may be unallowable when they occur after formal solicitation and concern a specific grant or contract. Faculty members may obtain a copy of the regulations from the Office of Sponsored Research or the Office of the General Counsel.

Chapter 12

Fund Raising

The Development Office is responsible for coordinating all fund raising in the private sector, with the exception of private contract grants. Support is sought from individuals, corporations, foundations, and other private sources. All efforts to seek philanthropic support from these sources must be approved by, and coordinated through, the Development Office.

Each of the University's schools, the Jean and Alexander Heard Library, and the Vanderbilt Institute for Public Policy Studies have a development officer to coordinate and direct the development program. These officers provide access to general services within the Development Office, including research, proposal writing, recording and acknowledging gifts, and assistance with corporate and foundation relations.

Faculty members who wish to seek non-contract funding from the private sector should do the following:

1. Prepare a brief written summary of the program or project for which funding is needed and include an estimate of budget or item costs.
2. Obtain approval of the project from the appropriate department chair.
3. Obtain approval from the appropriate Dean.
4. Seek approval of the budget from the Office of Sponsored Research.
5. Consult the development officer of the school for approval to approach the specific prospect or prospects, suggestions of appropriate prospects for the project, assistance in proposal writing, or other services that may be required.
6. Send copies of proposals, correspondence, and other relevant documents to the school development officer. The development officer will place these documents in permanent central files for future reference.

From time to time, faculty members receive checks that are gifts to University programs. Checks and relevant correspondence should be delivered promptly to the Gift Records Office, 301 University Plaza. This will ensure proper crediting of the monies on both the Gift and University accounting systems. It will also initiate acknowledgments by University officers as appropriate.

Chapter 13

Community and Charitable Contributions

Section A

COMMUNITY CONTRIBUTIONS

Vanderbilt University is dedicated to participating in the life of the community in meaningful ways. The University makes financial and in-kind contributions to valuable nonprofit programs that benefit the community, such as special programs and events, community and neighborhood projects, and charitable fund-raising dinners and luncheons. Funds used for these contributions come from Vanderbilt's commercial ventures. The actual dollar amount of the University's contributions in these cases is small, and the University seeks to use the limited funds available in its community contributions fund to the greatest possible benefit.

Contribution requests should be directed to the Office of Community, Neighborhood, and Government Relations, which oversees the contributions fund. Requests for contributions for health-related programs are referred to the Office of the Vice Chancellor for Health Affairs.

Section B

MEMORIAL DONATIONS

At times, University offices will remember the life of a friend or supporter by making a charitable donation in lieu of sending flowers. These donations may not exceed fifty dollars (\$50.00).

Chapter 14

Commencement

Commencement attendance by faculty members is governed by guidelines adopted by the Faculty Senate. The resolution of the Faculty Senate reads:

Be it resolved that the Faculty Senate endorses in principle the idea that a representative number of the faculty (about one-fourth), including representatives of all departments, attend Commencement exercises annually.

Recognizing that this endorsement of principle may be most conveniently and efficiently acted upon by the Deans and the chairs of academic departments, be it further resolved that the Faculty Senate convey their endorsement to such officers for proper implementation. Of primary importance is early invitation to faculty and readily available information concerning rental of caps and gowns.

Thus the individual faculty member should see his or her minimal responsibility for attending Commencement exercises as at least once every four years.

Deadlines for renting regalia are announced in the *Vanderbilt Register*.

Part IV

DISCIPLINARY ACTIONS AND GRIEVANCES



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Chapter 1

Disciplinary Actions

Section A

STANDARDS OF CONDUCT

The faculty of the University is a community characterized by personal interaction and mutual trust. Standards for faculty conduct are derived from tradition and evolve with contemporary practice. Accordingly, grounds for discipline for members of the faculty of a University are usually not made the subject of precise statement; when commonly held standards of conduct are broken, however, disciplinary action must be taken if the community is to be sustained.

At Vanderbilt, the Deans of the schools are responsible for assuring that the University's standards for faculty conduct are observed. Accordingly, Deans will, in cases in which there is a pattern of activity by a faculty member that appears questionable, advise the faculty member at the earliest reasonable date and counsel the faculty member concerning applicable standards of performance. In serious cases, a single instance of unacceptable activity by a faculty member may be serious enough to warrant discipline in addition to counseling. In other cases, the continued pursuit of a course of unacceptable activity after counseling by the Dean may warrant discipline.

Disciplinary actions against faculty members may include, but are not limited to, a reprimand, a probationary period with specified conditions, suspension (with or without pay), or dismissal for cause. The grounds for cause include: (a) professionally incompetent performance or neglect of duty; (b) gross personal misconduct rendering the person unfit for association with students or colleagues; (c) misconduct in research; and (d) conduct employing unlawful means to obstruct the orderly functioning of the University or to violate rights of other members of the University community. The severity of any discipline shall not exceed a level that is reasonably commensurate with the seriousness of the cause.

Misconduct in research is considered to be a special case of deviation from standards of conduct established by the University or other practices that seriously deviate from those that are commonly accepted within the scholarly community for proposing, conducting, or reporting research. Misconduct in the pursuit of truth is inimical to the goals of this community and represents a breach in the commonly held standards of conduct of the community. The University defines misconduct by individuals involved in research or research training as: 1) falsification, fabrication, or theft of data or samples; 2) plagia-

ism; 3) unauthorized use of privileged information; 4) abuse of authorship; and 5) significant failure to comply with federal, state, or University rules governing research (or with appropriate professional or international rules when research is conducted outside the United States): examples include rules involving human subjects, animals, recombinant DNA, new drugs, new devices, radioactive materials, and preservation of antiquities and natural resources.

The intent of the University with respect to allegations of misconduct in research is to 1) recognize that honest error in judgment or interpretation of data does not constitute misconduct, 2) establish fair procedures for dealing with allegations of misconduct, 3) ensure that policies and procedures are made known to faculty and staff members, and 4) initiate confidential preliminary inquiries promptly after receiving an allegation of misconduct to determine whether a formal investigation is necessary.

A tenured faculty member may not be finally dismissed for cause prior to an opportunity for a hearing as provided in this section, below. In cases where in the judgment of the Dean, the Provost, the Vice Chancellor for Health Affairs, or the Chancellor, and after consultation with at least one other of these officers, immediate action against a member of the faculty is necessary to prevent harm to the faculty member or others, the faculty member may be suspended pending a hearing.

Section B PROCEDURES*

In reaching a decision to discipline a faculty member, the Dean shall afford that faculty member appropriate procedural protections to assure that the decision is fully informed and fair. To that end, the following general procedures shall apply in all cases of alleged faculty misconduct, or misconduct by a staff member participating in a research project.

1. Any allegation of misconduct should immediately be brought in written form to the attention of the Dean of the relevant school, who in turn will notify the Provost or the Vice Chancellor for Health Affairs of the existence of the allegations. Initial allegations of misconduct that are found to be false and maliciously motivated may themselves become the basis of a disciplinary action. But no allegations made in good faith, however incorrect, will be the basis for discipline against a complainant, and efforts will be made to assure that no retaliatory actions occur over the good faith reporting of alleged misconduct.

2. Upon receiving a report of misconduct, the Dean may conduct an initial inquiry to determine whether the allegations have merit and whether a formal

*Effective as of December 1, 2003, in the case of allegations concerning misconduct in research sponsored by the U.S. Public Health Service, these procedures shall apply www.vanderbilt.edu/facman/ResMisconductPolicyPHS2003.pdf.

investigation is warranted. Such an initial inquiry will be completed as expeditiously as possible with a goal of completing it within sixty (60) days. The Dean, at his or her discretion, may appoint one or more persons, including an ad hoc committee, to conduct the initial inquiry and make a recommendation to the Dean. The initial inquiry is not a formal hearing, but a gathering and reviewing of facts to determine whether a full investigation is warranted or, alternatively, whether the facts do not sufficiently support the need for a full investigation.

The individual for whom disciplinary action is being considered will be given written notice of the allegations, including references to the time, place, others present, etc., when the alleged acts occurred. This notice must reasonably inform the individual of the specific activity that is the basis of the allegations. The accused individual will be afforded confidential treatment to the maximum extent possible. It is normally expected that persons having or reasonably believed to have direct knowledge or information about the activity that is the basis of the allegations will be consulted and that those consulted will maintain the confidence of the consultation. The person or persons bringing allegations of misconduct may request that their identity be withheld during this stage of the initial inquiry, but their identity must be disclosed to the accused should the process proceed to the stage of formal investigation. The Dean will notify the Provost or the Vice Chancellor for Health Affairs of the outcome of this initial inquiry. Where the initial inquiry involves allegations of misconduct in research, the records of the inquiry will be kept for at least three years and may be provided to authorized funding agency personnel.

3. Regardless of whether the Dean decides to conduct an initial inquiry, the accused faculty member will be invited to make a response in writing to the Dean regarding the allegations of misconduct. At his or her option, the accused faculty member may also respond in person.

4. Based on the allegations, the initial inquiry (if any), and the response of the accused, the Dean shall make a decision falling into one of two categories:

a. That insufficient grounds have been presented to warrant further pursuit of the allegation and, therefore, that the accused will be subject to no discipline or only minor discipline. The Dean will maintain sufficiently detailed documentation of inquiries to permit a later assessment, if necessary, of the reasons for determining that an investigation was not warranted.

b. That there is presumptive evidence for major discipline and that a formal investigation is warranted. If so, the Dean will notify the accused in writing summarizing the evidence received, relevant interviews, and the conclusions of the initial inquiry, if any.

5. If, in the previous step, the Dean determines that minor discipline is warranted, the final disciplinary action will be taken by the Dean at that point with

the matter being subject to appeal to the Faculty Senate Committee on Professional Ethics and Academic Freedom.

If, in the previous step, the Dean concludes that grounds for major discipline may exist, the Dean will so notify the faculty member and will refer the matter to a school committee within thirty days for investigation.

6. If federal regulations require, as in the case of alleged misconduct in research, the Dean will, on or before the date the investigation begins, notify the Office of Scientific Integrity (OSI), within the Department of Health and Human Services, or other appropriate agency, of the circumstances and of plans to conduct an investigation. Similarly, the Dean will notify the OSI or other appropriate agency during any stage of the inquiry, and may take appropriate interim measures, if it appears that any of the following conditions exist:

- a. there is an immediate health hazard involved;
- b. there is an immediate need to protect federal funds or equipment or there is a need to protect the funding agency's resources, reputation, or other interests;
- c. there is an immediate need to protect the interests of the person(s) making the allegations or of the individual(s) who is the subject of the allegations as well as his/her co-investigators and associates, if any;
- d. it is probable that the alleged incident is going to be reported publicly;
- e. the scientific community or the public should be informed;
- f. there is a reasonable indication of possible criminal violation. In that instance, the University will inform, if applicable, the OSI or other research oversight agency, as well as the appropriate law enforcement agency, within 24 hours of obtaining that information.

If thought necessary by the Dean, he or she may elect to suspend research in the relevant program(s) pending the outcome of the investigation.

7. The purpose of the formal committee investigation is to explore further the allegations in order to determine whether misconduct has actually occurred. In appointing the investigative committee, the Dean will include individuals with knowledge and background appropriate to carry out the investigation. The Dean will also take precautions against real or apparent conflicts of interest on the part of members of the investigative committee. Such conflicts of interest may include: administrative dependency, close personal relationships, collaborative relationships, financial interest, or scientific bias. The committee members will be expected to state in writing that they have no conflicts of interest.

This committee will be given the notice of the allegations as provided the accused, and will be charged to investigate the matter. In its investigation, the committee will be expected to talk with witnesses and review documentary

evidence, secure necessary and appropriate expertise to carry out a thorough and authoritative evaluation of the relevant evidence, advise the accused of the evidence against him or her, and offer the accused a reasonable opportunity to respond and present evidence. As in the initial inquiry stage, it is normally expected that persons having or reasonably believed to have direct knowledge or information about the activity that is the basis for the allegations will be consulted, and that those consulted will maintain the confidence of the consultations.

Complete summaries of committee interviews with witnesses shall be prepared, provided to the interviewed party for comment or revision, and included as a part of the investigatory file. Detailed minutes of the investigation will be kept.

Attorneys may not appear with or on behalf of the accused or any witness in proceedings before the committee. The accused and other witnesses may rely on their own legal counsel in the preparation of any documents or the collection of any evidence to be presented to the committee.

The committee will reach findings of fact in regard to the Dean's charge. If the committee finds facts that appear to constitute a breach of relevant University or scholarly standards of performance or conduct, the committee's report shall state the nature of the breach and assess the seriousness of the breach. A written report containing the methods of procedure, how and from whom the information was obtained, including the views of those found to have been engaged in misconduct, conclusions, and recommendations of the committee will be submitted to the Dean with a copy to the accused at the end of the investigation. All records of the investigation will be maintained under the control of the Dean.

During the formal proceedings before the committee, the accused shall have full access to all evidence that may form the basis of discipline within a reasonable time to respond to the evidence, including knowledge of the person or persons alleging misconduct. Only with such full access is the accused afforded an adequate opportunity to refute or explain the evidence. Thus, evidence normally must be acquired by the Dean or school committee for use in the formal investigation with no assurances of confidentiality of sources. If such an assurance of confidentiality must be given to facilitate investigation, the evidence obtained under that assurance may not be used as a basis of disciplinary action.

8. After receiving the report with findings of fact from the committee, the Dean will reach a decision and determine the disciplinary action and the appropriate sanctions to be taken against the accused. The severity of the discipline will not exceed a level that is reasonably commensurate with the seriousness of the cause. The disciplinary actions or sanctions may include, but are not limited to, any of the following: a) reprimand; b) a requirement to correct or retract publications affected by the findings of the investigation; c) a special

program for monitoring future research activities; d) removal from a project; e) probation; f) suspension; g) reduction in salary and/or rank; or h) termination of employment. The Dean will notify the Provost or the Vice Chancellor for Health Affairs and, if appropriate, will provide a full report to the OSI or other agency concerning the final outcome of the investigation.

9. The process of a formal misconduct investigation will be conducted as expeditiously as possible with a goal of being completed within 120 days. This period includes conducting the investigation, preparing the report of findings, making that report available for comment by the subjects of the investigation, and submitting the report to the Dean for decision and submission to the OSI or other appropriate agency.

All of the foregoing procedures should be carried out promptly and in confidence so that the risk to the reputation of the person under investigation is minimized. Diligent efforts will be made to restore reputations of persons alleged to have engaged in misconduct when allegations are found not to be supported.

10. A person who has been disciplined may file a grievance with the appropriate University committee within sixty (60) days after notification of the discipline. After a final decision is reached, the University may, in its discretion, provide notice of the outcome to those persons who were informed about the investigation, may have been affected by the misconduct, or otherwise have a professional need for such information. (See "Faculty Grievances," Part IV, Chapter 2).

Chapter 2

Faculty Grievances

A faculty member who believes that the University, acting through any representative, has breached an obligation owed to him or her may file a grievance.

A grievance alleging that the University breached an obligation owed to the faculty member in regard to a decision on his or her reappointment, tenure, or promotion shall be filed using the process set forth in Section A, below.

A grievance alleging that the University breached an obligation owed to the faculty member, in situations other than those arising out of a decision on reappointment, tenure or promotion, shall be filed with the Senate Committee on Professional Ethics and Academic Freedom (hereafter referred to as “PEAF”) utilizing procedures set forth in Section B below. In the School of Medicine, in situations other than those arising out of a decision on the faculty member’s reappointment, tenure or promotion, a faculty member may, as an alternative, file a grievance with the Faculty Advisory Council.

Faculty members may file a grievance under Section A or Section B, but not both. Faculty members in the School of Medicine may file a grievance with the Faculty Advisory Council or under Section B, but not both. Where the claims arising under Section A and Section B involve a common or overlapping set of of factual circumstances, a grievant shall set forth all such claims and proceed under Section A. A potential grievant is encouraged to contact the chair of the Faculty Senate to determine where the grievance is best filed.

In addition to, and not exclusive of, the grievance procedures noted above and detailed below, faculty members may direct complaints of unlawful discrimination to the Vanderbilt Opportunity Development Center. Use of the grievance procedures is not mutually exclusive with the filing of a civil action, although faculty members are encouraged to attempt to resolve grievances internally whenever possible.

Section A

GRIEVANCES ARISING FROM REAPPOINTMENT, TENURE, AND PROMOTION DECISIONS

The Reappointment, Tenure, and Promotion Grievance Process is available to a faculty member who believes that a decision on his or her reappointment, tenure or promotion raises (a) issues of professional ethics and academic free-

dom; (b) allegations of a failure by the University or those acting for it to follow stated or reasonable procedures; (c) complaints of a civil rights nature, including those of race or sex discrimination; or (d) allegations of the University's failure to adhere to express or implied terms of the faculty member's contract, including relevant portions of the *Faculty Manual*.

The Reappointment, Tenure, and Promotion Grievance Process utilizes ad hoc committees appointed to handle individual grievances. The Reappointment, Tenure, and Promotion Grievance Process is headed by the Process Chair who serves a two-year term and is appointed by the chair of the Faculty Senate in consultation with, and with the concurrence of, both the Provost and the Vice Chancellor for Health Affairs. The Process Chair, who must be tenured and hold the rank of Professor, is the reference point for the filing of grievances and serves as a voting member of all ad hoc faculty grievance committees. If the Process Chair believes that a potential conflict of interest exists with respect to a particular grievance, a substitute Process Chair will be appointed through the same process.

Prior to filing a grievance, a potential grievant may consult informally with the Process Chair concerning the Reappointment, Tenure, and Promotion Grievance Process and possible alternative approaches to the resolution of the matter giving rise to the grievance. Some disputes may be resolved satisfactorily at this informal consultation stage. The informal consultation process, however, does not relieve a potential grievant from the time requirements set forth below for filing a grievance.

When a grievance is filed, the chair of the Faculty Senate in consultation with, and with the concurrence of, the Provost or the Vice Chancellor for Health Affairs, depending on the school of the grievant, will name five members of the faculty to serve as an ad hoc Grievance Committee for that grievance. One of the five members will be selected through the same process to serve as chair of the Grievance Committee. The ad hoc Grievance Committee chair, who must be tenured and hold the rank of Professor, is the point of contact for the grievance until its conclusion. Faculty members appointed to the ad hoc Grievance Committee must be tenured and hold a higher rank than that of the grievant (or the same rank, if the grievant has the rank of Professor). All ad hoc Grievance Committee members must have been tenured faculty members for at least four years, at least two of which were at Vanderbilt. Individuals who have had prior involvement in the case (for example, as a member of the grievant's department or as a member of a school promotion review committee) or who otherwise have a conflict of interest will not be appointed. Three of the five members, which may include the Process Chair, shall be drawn from a pool consisting of faculty members who have previously served on a Promotion and Tenure Review Committee. For a grievance against the Provost or the Vice Chancellor for Health Affairs, the Chancellor in consultation with the chair of the Faculty Senate will designate an appropriate substitute to serve in this selection process.

A grievance arising from a decision on reappointment, tenure, or promotion

cannot be considered unless a written notice of intention to file a grievance is submitted within thirty days after a faculty member is notified in writing of the completion of the full review process for reappointment, tenure or promotion. Such notices are filed with the chair of the Reappointment, Tenure, and Promotion Grievance Process (i.e., the Process Chair), must identify the person or persons against whom the grievance will be directed, and must include a summary of the basis of the grievance. The complete grievance must be filed in writing with the Process Chair within sixty days of the written notification of the faculty member that the full review process for appointment, tenure, or promotion has been completed. The Process Chair will transmit copies of the notice and of the full grievance to the person or persons against whom the grievance is directed.

Upon receiving such a notice, the Process Chair will inform the chair of the Faculty Senate who will then initiate the process for forming a Grievance Committee appropriate to the grievance. Members selected for this ad hoc Grievance Committee should sign a statement indicating that they can serve impartially and are aware of no conflict of interest with respect to that grievance. The signed statements are submitted to the chair of the Faculty Senate and, together with all other collected documentation, shall be kept on file in the Faculty Senate office. After the committee has been selected, the chair of the Faculty Senate will notify the grievant and those charged (the “parties”) of its membership. If any of the parties is concerned about the impartiality or conflict of interest of one or more members, this concern may be brought to the attention of the chair of the Faculty Senate in writing. The chair of the Faculty Senate in consultation with, and with the concurrence of, the Provost or the Vice Chancellor for Health Affairs shall determine whether any member should be replaced.

The Grievance Committee will initially review a grievance to determine whether it was filed in a timely manner and whether it states one or more of the enumerated grounds that may be considered through the Reappointment, Tenure, and Promotion Grievance Process. A grievance failing to meet either of these tests will be dismissed. If the grievance is not dismissed, the committee will then determine whether the allegations, under the assumption that they are true, support a claim within one or more of the grounds that may be considered through the Reappointment, Tenure, and Promotion Grievance Process. If they do not, the grievance will be dismissed. Upon dismissing a grievance, the ad hoc Grievance Committee chair will inform the parties in writing of the grounds for dismissal.

If the grievance is accepted for consideration, the ad hoc Grievance Committee will inform the person or persons against whom the grievance is filed

that a response is to be submitted to the ad hoc Grievance Committee chair. The response should be filed as soon as reasonably practical, but not later than sixty days after the response has been requested. The ad hoc Grievance Committee chair shall provide a copy of the response(s) to the grievant. If a response includes confidential information, the committee will provide the grievant with a summary of that information.

The ad hoc Grievance Committee will invite the parties to meet separately with it for the purpose of clarifying or adding to the written statements or to respond to questions. Attorneys may not appear with or on behalf of the grievant, witnesses, or the University in proceedings before the committee. It is assumed that either party may rely on legal counsel in the preparation of any documents or the collection of any evidence to be presented to the committee.

The ad hoc Grievance Committee shall have full access to the grievant's reappointment, tenure, or promotion file. It may, in confidence, seek information from other persons or request other documents. It will not routinely be provided with access to the personnel files of other faculty members. If the committee believes that access to such files would be likely to aid materially in the resolution of the grievance, it may request access to specific files from the Provost or the Vice Chancellor for Health Affairs. The designated files will be provided unless the Provost or the Vice Chancellor for Health Affairs determines that the information in the files is not relevant because it would not materially aid in the resolution of the grievance. If the decision is made not to provide the requested files, the decision and the reasons for the decision will be communicated in writing to the ad hoc Grievance Committee chair. If the Provost or the Vice Chancellor for Health Affairs is charged in the grievance, the Chancellor will designate a substitute to make this determination.

The ad hoc Grievance Committee will maintain a record of its proceedings, including written summaries of relevant information and testimony. Prior to writing its report, the ad hoc Grievance Committee will submit to the parties a list of all individuals who provided testimony or other information to the committee. These parties may submit written comments on this list within seven days. The committee will then write preliminary findings of fact and submit them to the parties, who will be given fourteen days in which to submit written responses. After considering the responses, the committee may continue its review or render a final report. The final report to be submitted to the Chancellor will include (1) a statement of the findings of fact, (2) conclusions as to how those findings of fact relate to one or more of the four grievance criteria, and (3) recommendations. (See Section C on procedures following submission of a grievance committee's final report to the Chancellor.) A record of all proceedings shall be kept on file in the Faculty Senate office.

Section B

GRIEVANCES OTHER THAN THOSE ARISING FROM REAPPOINTMENT, TENURE, AND PROMOTION DECISIONS

The grievance process through the Senate Committee on Professional Ethics and Academic Freedom (PEAF) is available to a faculty member who believes that the University has breached an obligation owed to the faculty member, including but not limited to an obligation to adhere to: (a) express or implied terms of a faculty member's contract, including relevant portions of the *Faculty Manual*; (b) commonly accepted norms of professional responsibility and academic freedom; (c) stated or commonly understood standards of fair and reasonable procedures; and (d) legal obligations with respect to nondiscriminatory treatment on the basis of race, sex, or other prohibited factors.

A faculty member may not be finally dismissed for cause prior to the disposition of any grievance arising from the dismissal. Potential grievants are encouraged to consult informally with the chair of PEAFF concerning common understandings about the University's obligations, standards of review applied by PEAFF in prior grievance cases, and possible alternative approaches to the resolution of the dispute. Some disputes may be resolved satisfactorily at this stage by informal mediation. If a faculty member chooses to file a formal grievance, the grievance must be transmitted in writing to the chair of PEAFF within sixty days after the grievant becomes aware of the action forming the basis of the grievance. At the time a grievance is filed, the grievant must transmit a copy of the grievance and all supporting documents to the University representative(s) whose actions form the basis of the complaint. Copies of any supplemental statements later filed by the grievant further to explain the complaint also must be transmitted by the grievant, at the time of filing, to the University representative(s) whose actions form the basis of the complaint. On receipt of a grievance, PEAFF will convene to determine whether the grievance presents a good faith, nonspurious claim of breach of obligation by the University or its representatives. In reaching its determination, PEAFF may rely on the written request of the faculty member and the supporting documents, or may decide to hold a preliminary hearing to explore the matter further. PEAFF, at this stage, will consider the statements or allegations of the faculty member in their most favorable light in order to determine whether the statements or allegations, if proven in a hearing, would establish a breach by the University of an obligation owed to the grievant.

PEAFF will apply the following standard in making an initial determination about whether the grievant has presented a good faith, nonspurious claim: "Under the procedures adopted by the Committee on Professional Ethics and Academic Freedom, in implementation of its duties under the *Faculty Manual*,

the Committee must determine at the threshold, first, whether allegations in the grievance taken in their most favorable light, if proven, would constitute a breach of an obligation owed to a faculty member as described at page 115 of the *Faculty Manual*. If the answer to that question is yes, then the Committee must next determine, from the evidence presented, whether the grievant has a reasonable prospect of being able to prove the allegations made in the grievance. If the answer to both questions is yes, the Committee will establish a process for a further investigation of the grievance.”

The faculty member presenting a grievance shall have a written reply by the chair of PEAFF within a reasonably prompt time, in which PEAFF’s plan of action shall be outlined.

PEAFF shall review the case to assure that the University’s actions were procedurally and substantively sound. The University representative whose actions form the basis of the complaint shall be asked to respond to the grievance in writing, briefly explaining his or her position on each major element of the complaint. In addition, the University representative shall be asked to supply in a timely manner any supporting documents not previously filed by the grievant. The PEAFF Committee Chair shall provide a copy of the response(s) to the grievant. Each party to the grievance shall be asked to indicate whether he or she wishes to appear before PEAFF to add to or explain the written record in the case. If such an appearance is requested, it will be scheduled at an appropriate point in PEAFF’s inquiry. In addition, PEAFF may on its own initiative request that either party appear to answer questions and may request the presence of witnesses.

Attorneys may not appear with or on behalf of the grievant, witnesses, or the University in proceedings before the Senate Committee on Professional Ethics and Academic Freedom. It is assumed that either party may rely on legal counsel in the preparation of any documents or the collection of any evidence to be presented to the Committee.

If a grievant feels that any member of PEAFF will not view the grievance with sufficient impartiality, the grievant may file with the Committee a written request that said member recuse himself or herself from the hearing and disposition of that grievance. In the event that a member of PEAFF feels that his or her objectivity and impartiality with respect to a particular grievance is subject to question, that member shall recuse himself or herself from the hearing and disposition of that grievance. If two or more members of PEAFF recuse themselves with respect to a particular grievance, the chair of the Faculty Senate shall appoint ad hoc members in their places with respect to that grievance.

Section C

FINAL REPORTS

A grievance committee, whether the Senate Committee on

Professional Ethics and Academic Freedom (PEAF) or one appointed through the Reappointment, Tenure, and Promotion Grievance Process (i.e., an ad hoc Committee), shall submit the final report of its decision to the Chancellor. The report will be in writing, and shall include findings of fact, conclusions, and recommendations. A copy of this report shall be made available to the grievant and to the University representative(s) whose actions formed the basis of the complaint. If the Chancellor elects not to concur with the report, the Chancellor and the relevant grievance committee shall meet in an effort to reach agreement.

In any case concerning the dismissal of a faculty member for cause or raising significant issues of conscience or academic freedom in which the Chancellor does not concur with the decision or the recommendation of the grievance committee, the Chancellor shall submit a full written report to the next meeting of the Executive Committee of the Board of Trust specifying the reasons for the action. In any other case in which the Chancellor does not concur with the recommendation of the grievance committee, the Chancellor will ask the General Counsel to review the file and submit a written report to the next meeting of the Executive Committee of the Board of Trust stating the fact of that disagreement and the issue, or issues, on which the Chancellor disagreed. Copies of the Chancellor's report (or the General Counsel's report) shall also be transmitted to the chair of the Faculty Senate, to the chair of the grievance committee, and to the grievant. A record of all proceedings shall be kept on file in the Faculty Senate office.

Section D

CONFIDENTIALITY AND OTHER MATTERS

Except as disclosures are reasonably necessary in the investigation, hearing, and final disposition of a grievance, the grievant, members of hearing bodies, and others having knowledge of a grievance are expected to preserve the confidentiality of the grievance, provided that any individuals accused in a grievance of misconduct shall be informed of the grievance and given the opportunity to respond to the charges.

The fact that a grievance is pending may not be used as grounds for delaying consideration of promotion or tenure beyond the time that such consideration is required by University rules.

A grievance may be withdrawn by the faculty member at any time prior to a decision of a grievance committee. The withdrawal of a grievance shall not preclude the Dean or the Chancellor from investigating the charges contained in the grievance or related matters.

It is understood that there are legal requirements relating to the time limitations when one may file a charge of discrimination with federal or state human rights agencies. Should this deadline arrive prior to the completion of the grievance process, and should the grievant elect to file a charge with a governmental agency, this will not prejudice the grievance process.

Part V

FACULTY AWARDS



Faculty Awards

The faculty awards described here are University-wide, or across schools in the case of the teaching awards. Other faculty awards are made within individual schools and colleges.

The Harvie Branscomb Distinguished Professor Award

The Harvie Branscomb Distinguished Professor Award is made to a full-time, regular faculty member without restriction as to age, rank, or school, for distinguished accomplishment in furthering the aims of Vanderbilt University.

In defining the character of the award, the original committee stated:

The purpose of the award should be to recognize, and thereby to encourage in others, that combination of talents and achievements that we identify as desirable in the University faculty member: creative scholarship, including accomplishment in the creative arts and artistic performance; stimulating and inspiring teaching that results in learning of a high order; and service to students, colleagues, the University at large, and society at large. The award should be made for the total contribution and not solely for notable accomplishment in any single or narrow aspect of University endeavor. Neither shall long service nor promise of future accomplishment be a prime factor in the selection.

The award was established in 1963 to honor retiring Chancellor Harvie Branscomb. It is endowed with funds contributed by members of the faculty. The winner receives a cash award of \$2,500, an engraved silver tray, and official designation as Harvie Branscomb Distinguished Professor for one academic year. Announcement is made during the spring meeting of the Board of Trust.

Selection is made by the Chancellor, who receives nominations from the Consultative Committee of the Faculty Senate. Members of the Faculty Senate are asked to submit suggestions to the Consultative Committee.

The Alexander Heard Distinguished Service Professor Award

The Alexander Heard Distinguished Service Professor Award was created on the occasion of the retirement of Chancellor Heard in 1982. It is endowed with funds contributed by faculty, staff, and others.

The title is conferred upon a full-time faculty member, regardless of rank

or school, for distinctive contributions to the understanding of problems of contemporary society. The purpose of the award is to encourage, recognize, and honor faculty members' contributions to the analysis and solution of contemporary social problems, broadly construed. Contributions may take the form of teaching, writing, basic or applied research, and consultative or other forms of service. Announcement is made during the spring meeting of the Board of Trust.

The recipient carries for one year the title Alexander Heard Distinguished Service Professor, and receives a \$2,500 cash award and an engraved silver tray.

Selection is made by the Chancellor, upon recommendation by the Provost, who requests nominations from the faculty councils or executive committees of the various schools and the Faculty Senate. The Executive Committee of the Faculty Senate has the responsibility of reviewing the nominations and proposing nominees to the Provost.

The Madison Sarratt Prize for Excellence in Undergraduate Teaching

The Ellen Gregg Ingalls Award for Excellence in Classroom Teaching

Two teaching awards are made annually during the spring meeting of the Board of Trust. They are the Madison Sarratt Prize for Excellence in Undergraduate Teaching and the Ellen Gregg Ingalls Award for Excellence in Classroom Teaching.

Each recipient receives a cash prize of \$2,500 and an engraved pewter julep cup. Names of winners of the Madison Sarratt Prize are mounted on a permanent plaque in the Sarratt Student Center.

The Madison Sarratt Prize for Excellence in Undergraduate Teaching was established by the Board of Trust in 1964 and is supported by Living Endowment funds contributed by alumni. The Ellen Gregg Ingalls Award for Excellence in Classroom Teaching was endowed by the Ingalls Foundation of Birmingham, Alabama, in 1965.

Final selection for both awards is made by the Chancellor on the basis of nominations by graduating seniors of the undergraduate schools and colleges and with advice of the designated honor societies. In addition, chairs of departments with top-ranking candidates are asked to summarize student evaluations of undergraduate courses taught by these candidates.

The Thomas Jefferson Award

The Thomas Jefferson Award is made annually "for distinguished service to Vanderbilt through extraordinary contributions as a member of the faculty in the councils and government of the University."

The award is presented by the Chancellor at the first meeting of the Faculty Assembly, which officially begins each academic year. The prize carries with it an engraved pewter goblet and \$2,500 cash. The recipient is named by

the Chancellor on the basis of nomination of the Consultative Committee of the Faculty Senate. Faculty members in all schools are eligible.

The Thomas Jefferson Award is endowed at several universities by the Robert Earll McConnell Foundation. It was first established at the University of Virginia in honor of that institution's founder. It has been presented at Vanderbilt since 1967.

The Earl Sutherland Prize for Achievement in Research

The Earl Sutherland Prize for Achievement in Research was established by approval of the Board of Trust at its spring meeting of 1976.

The recipient is chosen annually by the Chancellor on the basis of nomination of the University Research Council. The competition is University-wide. The prize consists of \$5,000 and an engraved pewter julep cup, and the winner's name added to a silver bowl following a famous design by Paul Revere. The recipient keeps the bowl for a year. Announcement is made during the fall meeting of the Board of Trust.

The Chancellor's Cup

The Chancellor's Cup is given annually for "the greatest contribution outside the classroom to undergraduate student-faculty relationships in the recent past." The faculty member's contribution "shall be one of educational importance, relevant to the central purpose of the University."

Established by the Nashville Vanderbilt Club in 1963, the award is presented by the President of the Club during the Homecoming activities in the fall. The award consists of a cash prize of \$2,500 contributed by the Club, an engraved pewter julep cup as a permanent trophy, and one year's custody of a silver bowl by Tiffany bearing the names of all recipients since 1963.

Full-time faculty in all schools who are actively engaged in teaching are eligible. Selection is made by the Chancellor on the basis of recommendations submitted by Mortar Board, Omicron Delta Kappa, Deans of schools with undergraduates, the Associate Provost for Student Affairs, the Dean of Students, and Deans in Student Affairs.

The Alumni Education Award

The Alumni Education Award is given each year to a faculty member who has contributed substantially to developing or participating in those programs of the Vanderbilt Alumni Association that further the education of alumni. Any full-time faculty member actively engaged in teaching in any of the schools or colleges is eligible.

Final selection is made by the Chancellor on the basis of a recommendation from the Board of Directors of the Alumni Association. The Education Committee of the Association is responsible for initiating the nomination. Nomi-

nations are solicited through the *Vanderbilt Magazine*, through Vanderbilt clubs, and from various active participants in alumni programs.

The award consists of a cash prize of \$2,500 and an engraved julep cup. It is presented during Reunion Weekend. The first recipient was named in 1982.

The Chancellor's Awards for Research

The Chancellor's Awards for Research recognize excellence on the part of faculty for published research. The award carries a stipend of \$1,000. All faculty members who are tenured or on the tenure track are eligible for these research prizes. As many as five of these prizes may be awarded each year. Unlike the Sutherland Prize, which is awarded for lifetime achievement in research, the Chancellor's Awards for Research recognize excellence for research published during a given year.

Part VI

FACULTY BENEFITS



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Full-status members of the faculty (excluding those with the prefixes “adjunct,” “adjoint,” or the suffixes “emeritus,” “emerita,” or “in-residence”), general officers, members of the executive administration, and senior exempt staff are eligible for insurance, benefit, and retirement coverage under various plans administered by the university, although in some instances there are waiting periods (see pages following). Benefit arrangements for coverage of faculty with full-status partial-load appointments are explained in Part II, Chapter 2, Section G.

Benefit programs administered through the Benefits Office of Human Resources are health care plan, retirement plan, dental insurance, vision insurance, group life insurance, accidental death and dismemberment insurance, long-term disability insurance, and flexible spending accounts. For details, faculty members should contact the Benefits Office of Human Resources and may view information provided by insurance carriers about the various plans and benefits on the HR Web site (<http://hr.vanderbilt.edu/forms>). Costs quoted may change from time to time.

Other benefits offered include Social Security, Workers' Compensation, salary supplement, liability insurance and travel accident insurance. For more information on these benefits, contact your department.

The following descriptions are general and do not serve as a contract. Any inconsistencies between these general descriptions and the terms of the plan documents are governed by the plan documents.

Chapter 1

Insurance Programs

Section A

HEALTH CARE COVERAGE

Vanderbilt offers extensive health care options. These plans compare favorably in rates and benefits with those offered by most other institutions. New full-time faculty members should complete a Benefits Enrollment Form within 30 days from their appointment date (the date their employment by Vanderbilt begins). These forms are available on the Human Resources Web site (<http://hr.vanderbilt.edu/forms>). Health care coverage is effective on the appointment date. For additional information, see the summary plan description on the HR Web site or on file in the Benefits Office of Human Resources. Faculty who continue full-time employment beyond the age of 65 remain in the Vanderbilt health care plan. Upon attaining age 65, faculty members should enroll in Medicare. Vanderbilt's active plan health care benefits continue and will be coordinated with benefits from Medicare. The local office of Social Security should be notified several months in advance of age 65. A faculty member retiring from Vanderbilt at age 65 or older may enroll in a Medicare Supplement Plan. Supplemental plan enrollment forms may be obtained directly from the applicable insurance plan.

Section B

GROUP LIFE INSURANCE

Vanderbilt's term life insurance plan offers a benefit equal to four times the base annual rate of pay, up to a maximum of \$500,000 with no medical underwriting. The plan begins for a full-time faculty member immediately on the appointment date. Vanderbilt pays the basic benefit equal to the base annual salary. The voluntary part of the plan offers the faculty member the option to purchase an additional one, two, or three times the base annual salary up to a maximum of \$500,000 (or \$1,000,000 if evidence of insurability is provided and salary allows). The faculty member pays the cost for the voluntary portion elected.

The plan also provides, at university cost, \$5,000 in life insurance for the faculty member's spouse or certified domestic partner and \$2,500 for each dependent child. Dependent children are covered from 0 days to age 19 (to

age 23 if a full-time student). When both husband and wife are employed at Vanderbilt and eligible for dependent life benefits, the dependent life benefits are provided to each.

The premium changes as age and salary advance for the faculty member. Benefits increase automatically with salary increments. However, active employees ages 65 and older will have coverage equal to a prorated percent of the amount of coverage elected.

Term insurance terminates upon retirement and it has no cash value.

Life insurance after retirement is provided for faculty members who were enrolled in the group life program before May 1, 1971. Faculty members who qualify for this insurance can obtain specific provisions from the Benefits Office of Human Resources.

In order to take advantage of the waiver of a health statement or physical examination, new faculty must apply for group life insurance within 30 days after the appointment date.

If the individual should decide to cancel participation in the voluntary part or to enroll at a later date, the change should be made in writing to the Benefits Office of Human Resources. For enrollment after 30 days past appointment date, evidence of insurability is required.

Faculty members who leave Vanderbilt may convert the group life term insurance to another type of individual insurance without questionnaire or medical examination, if application is made with Metropolitan Life Insurance Company within 31 days of leaving the employ of the university. Faculty members who under an earlier plan converted term coverage to whole life may continue that coverage after leaving Vanderbilt.

For additional information, see the summary plan description on the HR Web site or on file in the Benefits Office of Human Resources.

Section C

LONG-TERM DISABILITY INSURANCE

Each full-status member of the faculty of Vanderbilt University is eligible for disability insurance after one year of employment. The plan covers continuous, total disability, caused by sickness or injury incurred while actively employed. The existence of “continuous, total disability” is determined by the insurer.

Benefits begin on the first day of the month following six months of continuous, total disability. Compensation from Vanderbilt University will not, in any event, continue beyond that time. Benefits are paid so long as the faculty member remains totally disabled in accordance with policy provisions or until attainment of age 65. However, for a period of total disability beginning after attainment of age 60, benefits continue during the total disability for a prorated period of up to five years.

For additional information, see the summary plan description on the HR Web site or on file in the Benefits Office of Human Resources.

Section D

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Accidental death and dismemberment insurance is available to all full-time faculty members for a reasonable premium.

For additional information, see the summary plan description on the HR Web site or contact the Benefits Office of Human Resources.

Section E

WORKERS' COMPENSATION

Faculty members, as well as other employees at Vanderbilt, are covered by the Workers' Compensation Law of Tennessee. The Workers' Compensation Act covers accidental injuries and occupational diseases that arise from and in the course of employment at Vanderbilt. A copy of the Workers' Compensation Law is available from the Workers' Compensation Division, Department of Labor, State of Tennessee.

Any disease or injury that may be covered by the Workers' Compensation Law should be reported immediately to the office of the department chair or dean. Failure to report the injury or disease in a timely manner may render one ineligible for workers' compensation benefits. Within 24 hours of this report, the department should send the Employer's First Report of Work Injury form to the Risk and Insurance Management Office, 610 Oxford House, by campus mail. This form may be obtained through the Purchasing Department. The form must be completed and signed by the supervisor or department chair, not by the injured person. The supervisor or department chair should keep a copy of the form.

Additional information is available from the Office of Risk and Insurance Management or the Workers' Compensation Division, Department of Labor, State of Tennessee.

Section F

LIABILITY INSURANCE

Members of the faculty with specific questions about liability insurance, including for injury or damage arising out of use of automobiles on university business, should consult the Office of Risk and Insurance Management.

Section G

TRAVEL ACCIDENT INSURANCE

Faculty members traveling on business of the university are covered by business travel accident insurance purchased by Vanderbilt. This applies to travel to and from any point inside or outside Davidson County, Tennessee (or the county where one is assigned to work). Commuting to work is not covered. Since the coverage is restricted to business travel, faculty members should have on file an approved Travel Authorization Form prior to any business trip to a location outside Davidson County.

Restrictions exist on the use of private or chartered aircraft, with details available from the Office of Risk and Insurance Management.

Chapter 2

Retirement Programs

Section A

RETIREMENT PLAN

Effective January 1, 2009

The Vanderbilt Retirement Plan offers a choice of funding through TIAA-CREF (Teachers Insurance and Annuity Association of America - College Retirement Equities Fund), Vanguard, VALIC (Variable Annuity Life Insurance Company), and Fidelity Investments.

The following are selected excerpts and paraphrases from the Vanderbilt University Retirement Plan and the Vanderbilt University Retirement Plan for New Faculty, which set forth the provisions of the retirement plan.

Eligibility

With the following exceptions (members of the faculty with the prefixes “adjunct,” “adjoint,” “visiting,” or the suffixes “emeritus,” “emerita,” or “in-residence” in their titles or the title “research associate” or “senior research associate”), all full-status members of the faculty, general officers, members of the Executive Administration, and senior exempt staff who do not meet the Internal Revenue Service definition of “highly compensated” employee are eligible at the time of their employment with the university to receive university matching contributions as described below. Full-status faculty members with the title of research associate or senior research associate become eligible for the university matching contribution after 12 months of full-time employment. Most newly hired faculty will not meet the IRS definition and therefore will be eligible on the date of their employment to receive the university matching contributions. Even if a particular faculty member is treated as “highly compensated” under this definition, he or she will be eligible to receive the matching contribution on the first day of the month after the date of completion of 12 months of full-time employment with Vanderbilt.

Under Internal Revenue Service definition, a faculty member is “highly compensated” for a particular calendar year (the “determination year”) if in the year preceding or in the determination year the faculty member received compensation from Vanderbilt in excess of a specified index amount (\$110,000 in 2009). The gross compensation paid during the determination year is counted. Faculty members seeking more specific information regarding their own situations or wishing to review the plan document should contact the Benefits Office of Human Resources.

Plan Contributions

Contributions under this retirement plan will be made on a monthly basis during years of participation, except for months in which no salary is paid.

Participation in the Vanderbilt retirement plan is mandatory. For all faculty members except those who participate in the Vanderbilt Medical Group, the mandatory contribution amount is three percent of salary. VMG members should consult the Benefits Office of Human Resources for the current amount of their mandatory contribution. Contributions will be made on a tax deferred basis under an agreement with the university for salary reduction to reduce a participant's salary by an amount not less than \$200 in a plan year nor more than the limit allowed under the Internal Revenue Code (excluding from this calculation the salary supplement, described in Section B, below). No elective deferrals may be made to the Vanderbilt plan in excess of the annual limit imposed by the Internal Revenue Code, which in 2009 is \$16,500. Only an election for Roth contributions may be made to this plan on an after-tax basis.

Subject to the eligibility requirements described above, the university will make matching contributions to the plan for each participant equal to at least three percent (3%) of his or her salary. An additional elective two percent (2%) may be made and will be matched. (The term "salary" means the amount of base salary during the plan year paid to the participant, excluding such items as bonuses, overtime pay, and any salary supplement paid to a faculty participant. "Salary" includes a participant's elective deferrals and elective contributions to Flexible Spending Accounts.) The matching contributions are also capped by the recognizable pay limits of Internal Revenue Code section 401(a)(17)(\$245,000 in 2009).

It may be necessary to distribute each year to faculty members who are "highly compensated" under the Internal Revenue Service definition a portion of the university matching contribution (including investment earnings). Any such distribution must be treated as taxable income.

Faculty members should consult the Benefits Office of Human Resources for more information.

Investment of Contributions

Plan contributions will be forwarded to TIAA-CREF, Vanguard, VALIC, and/or Fidelity to be applied to premiums on regular retirement annuity contracts or deposits for mutual fund shares in any proportion elected by the participant. Matching contributions on behalf of a participant will be divided in the same manner as the respective designations by such participant for the first three percent (3%) and the first additional two percent (2%) of his or her elective deferrals.

Administrator

The associate vice chancellor for human resources of the university is the administrator of this plan and is responsible for enrolling participants, sending plan contributions for each participant as premiums to annuity contracts issued on the participant's life, and for performing other duties required for the operation of the plan. The administrator may designate in writing other persons to carry out duties under this plan

Section B

SALARY SUPPLEMENT

Subject to the conditions stated in Section A, above, Investment of Contributions, the following will receive a taxable salary supplement equal to five percent (5%) of their salary, up to \$10,500: professors, associate professors, assistant professors, professors of the practice, lecturers, senior lecturers, and instructors; collegiate and pre-collegiate faculty members in the Blair School of Music; research professors, research associate professors, research assistant professors, and research instructors; School of Medicine ranks designated by the words "assistant in," "associate in," and "senior associate in," each followed by a departmental designation; general officers, members of the Executive Administration, and senior exempt staff.

The salary supplement is a benefit intended for retirement planning purposes. This supplement is not considered a part of the base salary, and no other fringe benefits will be attached to the supplement. The salary supplement must be treated as taxable income, unless the participant elects to defer all or a portion of the salary supplement through a salary reduction agreement.

Chapter 3

Other Benefits

Section A

FLEXIBLE SPENDING ACCOUNTS

Vanderbilt offers two Flexible Spending Accounts (FSAs): a medical account and a dependent care account. The accounts are funded by contributions made by the faculty member through a salary reduction agreement. These accounts provide tax-free reimbursement (to the extent allowed by law) of eligible medical and/or dependent care expenses. Funding limits are established each year within federal guidelines. Faculty members are eligible to participate in the FSAs on the first of the month after three months following their appointment date. For additional information, see the summary plan description on the HR Web site or on file in the Benefits Office of Human Resources

Section B

SOCIAL SECURITY

Deductions for Social Security are required by law, except for exchange visitors from foreign countries and Vanderbilt students. The amount of such deductions is recorded on individual pay statements. Benefits are paid for death, total disability, and retirement, provided the person has been covered by Social Security long enough to be eligible.

Section C

MOVING EXPENSES

Each school or college has its own policy for determining eligibility of new faculty for moving expenses. The letter of appointment will state whether the faculty member is or is not eligible and, when eligible, the amount that will be provided.

Section D

FACULTY HOME PURCHASE PLAN

Vanderbilt University assists eligible employees in their purchase of a principal place of residence in the Nashville area. Those eligible for this benefit include tenured and tenure-track faculty and members of the executive administration whose appointments begin on or after September 1, 2000. Their eligibility extends for eight years following the date of initial appointment at Vanderbilt. Additionally, faculty members who are tenured or on the tenure track, and members of the Executive Administration appointed before September 1, 2000, are eligible for this benefit if they have not purchased a home under the previous Faculty Home Purchase Plan. Their eligibility extends through August 31, 2008.

The university will provide one-time funding of up to one-half of one percent of the value of the mortgage for eligible employees. The university's contribution is limited to a payment of no more than \$2,500 (a mortgage of \$500,000), except as noted below:

A. The university will contribute an additional one-half of one percent of the value of the mortgage (limited to a payment of no more than \$2,500) to eligible employees who purchase a principal place of residence in the West End–Hillsboro–Belmont neighborhood. This is the area enclosed by a path along West End Avenue from 31st Avenue to the I-440 Interstate; then eastward to Belmont Boulevard, then to the north, along Belmont Boulevard and around Belmont University to Wedgewood/Blakemore, and then westward to the intersection of Blakemore Avenue and West End Avenue.

B. If both partners of a marriage or of a registered same sex domestic partner relationship (as documented to and approved by the Office of Human Resources), are eligible employees and they jointly purchase a principal place of residence under this plan, Vanderbilt University's contribution of one-half of one percent of the value of the mortgage will be available to each of the partners. The total one-time payment is limited to no more than \$2,500 for each of the partners. If the principal place of residence purchased by these eligible partners is located within the geographic area (as defined above in section (a)), an additional one-half of one percent of the value of the mortgage will be available for each of the partners (limited to a payment of no more than \$2,500 for each of them) and will be contributed by the university.

The one-time payments described in the previous section will be made by the school or division that is the primary base of the borrower. In the event

that two eligible partners (as described in section (b), above) jointly purchase a principal place of residence under this plan and they are based in different schools or divisions, the one-time payments will be divided equally between those schools or divisions. These one-time payments will be made no more than once during the lifetime of any eligible employee.

In addition, and as a courtesy to Vanderbilt, SunTrust Bank Corporation offers loans to eligible members of the faculty at market rates, with options that include floating rate mortgages. Although SunTrust Bank normally charges one percent of the value of the mortgage as a front-end point charge, the bank has agreed to reduce this charge to one-half of one percent of the value of the mortgage for eligible Vanderbilt employees.

The university's contribution, as described above, is not contingent on the use of the SunTrust Bank as the lender. The one-time contribution will apply to loans for the purchase of a principal place of residence made by any commercial mortgage lender to an eligible employee.

Such benefits shall be subject to all appropriate taxes, including income and employment taxes, and the tax liability shall be reported to the eligible employee on his or her Form W-2, Wage and Income Statement, or an equivalent form.

Until September 1, 2003, either (but not both) the plan described above and the former Faculty Home Purchase Plan (described in detail in the Faculty Manual published in 1999) will be available to faculty members with tenure and members of the Executive Administration. Those employees eligible for the benefit under both the former and current plans must elect from which plan they will seek the benefit.

The provisions of the home purchase plan are reviewed from time to time and are subject to change by the Board of Trust. Further details are available from the Provost's Office of Finance and Administration who is responsible for administering the plan.

Section E

TUITION DISCOUNTS

Children

The policy behind the Tuition Benefit Plan For Dependent Children is based upon the premise that Vanderbilt's educational resources and facilities should be available to those children of certain full-time faculty and staff who would qualify as their dependents for tax purposes, and that those qualifying children who do not attend Vanderbilt should receive comparable support toward the first baccalaureate degree at an accredited college or university of their choice.

The following descriptions are general and do not serve as a contract. Any inconsistencies between the general descriptions and the terms of the plan documents are governed by the plan documents, which are on file in the office of the Provost

A. Eligibility

Children of full-time faculty who would qualify as dependents for tax purposes are eligible to receive the tuition benefit commencing with the first semester after the date that the faculty member has completed five continuous years of service at Vanderbilt or another accredited college or university, with no breaks in service greater than three months' duration (other than an authorized leave of absence). If there occurs such a break in service, all previous years of service will be disregarded.

A qualifying child of a former member of the faculty whose service with Vanderbilt was terminated by permanent disability or death within five (5) years before the child is enrolled in an accredited college or university is eligible to receive the tuition benefit, subject to the limitations and conditions applicable to all participants. In no other instance will a child be eligible to receive the tuition benefit after the parent/faculty member terminates service with Vanderbilt.

B. Amount of Benefit

A dependent child who is enrolled at Vanderbilt is entitled each semester to a discount of 70 percent of the standard tuition at Vanderbilt. Such child enrolled at another accredited college or university whose tuition is above a specified semester threshold amount is entitled each semester to a benefit equal to 70 percent of the other college's or university's tuition. The benefit may be as high as 100 percent of the other college's or university's tuition for accredited colleges or universities whose tuition is below the threshold amount for that year; however, the amount of the benefit in any case cannot exceed 70 percent of the tuition at Vanderbilt.

C. Restrictions on Participation

1. The benefits to each member of the faculty cannot exceed a total of 24 semesters for all of his or her children, and no one child can receive benefits for more than 8 semesters. The term "semester" includes the fall, spring, and summer sessions at Vanderbilt or the equivalent thereof at another eligible institution.

2. Any scholarship that is granted to the qualifying child and that is applied by the terms of the scholarship toward tuition will not be considered in determining the amount of the tuition benefit otherwise available; provided, however, that the sum of all scholarships applied by their terms toward tuition plus the tuition benefit received under this plan in any semester by the child will not exceed the tuition charged for that semester.

3. Benefits are confined to undergraduate courses leading to the first baccalaureate degree. The continuation of the benefit is contingent upon the parent's continued employment at Vanderbilt.

4. At another institution, tuition is the charge defined as such in the catalog, and would generally exclude deposits, mandatory fees, or other special fees. The conditions of continued support are the same as for a student enrolled at Vanderbilt.

5. Faculty members who wish to apply for the tuition benefit for their children should go to the Forms and Documents page of the HR Web site to print the "Tuition Benefit for My Child" form.

Spouses

Spouses of full-status faculty members are eligible for a discount of 47 percent of Vanderbilt's advertised tuition on one course per semester when enrolled in any of the schools or colleges of the university. For these purposes, the entire summer session is considered one semester. The discount applies to no more than three credit hours per semester, except for four-hour courses with a required laboratory. The recipient may be enrolled part time or full time, subject to the regulations of the particular school or college. Spouses may audit one course per semester without charge, with permission of the instructor.

If the spouse is an undergraduate, the Admissions Office, in cooperation with the schools and colleges, is responsible for determining eligibility for enrollment in courses at Vanderbilt, based on the spouse's prior academic record. Part-time enrollment for undergraduate credit is handled by the Division of Unclassified Studies. Enrollment for credit in the Graduate School and the professional schools is decided by the particular school. In order for Human Resources to process the tuition discount, the spouse must file an application for a tuition discount on a form available on the Forms and Documents page of the HR Web site

Faculty

Full-status faculty may audit or enroll in courses at Vanderbilt and are eligible for a discount of 47 percent of Vanderbilt's advertised tuition and fees on one course per semester when enrolled in any of the schools or colleges of the university. For these purposes, the entire summer session is considered one semester. The discount applies to no more than three credit hours per semester, except for four-hour courses with a required laboratory. In the case of a Vanderbilt program consisting of modules rather than semesters, the discount applies to the modules and the benefit will apply to one 2-credit course per module, up to six modules per year for a maximum of 12 credits per year. Before enrolling, the faculty member should consult with his or her department chair or division director (or dean in schools without departments).

Similarly, full-status faculty may make use of the faculty tuition benefit for courses taken at another accredited university when the coursework relates to and either enhances or maintains current skills needed by the faculty member to render employment services to Vanderbilt in accordance with applicable federal income tax exclusion criteria in Internal Revenue Code Section 132. The benefit is 47 percent of tuition for courses taken, limited to one three-credit course per semester (or four-credit course in the case of labs), including summers, for a total of 3 courses per year, provided that the amount of the benefit in any case cannot exceed 47 percent of the comparable tuition charged at Vanderbilt. Use of the benefit for courses taken at universities other than Vanderbilt will require approval of the faculty member's dean and the provost.

Interpretation of Policy on Tuition Discounts

The interpretation of policy resides in the Office of the Provost.

Chapter 4

Leaves of Absence ¹

Section A

SCHOLARLY LEAVES OF ABSENCE

Scholarly leaves of absence may be granted at the discretion of the Provost or Vice Chancellor for Health Affairs upon the recommendation of the appropriate dean. Such leaves are for the purpose of advancing scholarship to the benefit of the faculty member and the university. They are granted in recognition of the productivity of the faculty member and are not an entitlement such as may exist in other institutions that have sabbatical leaves.

A paid leave of absence may be granted to tenure-track and tenured faculty by the provost or vice chancellor for health affairs for research by the faculty member. Such research can consist of special projects, including out-of-town research, study, writing for publication, or some other activity consistent with a scholarly purpose. Each college and school should provide a statement of principles and procedures regarding its leave policy. The granting of leaves is determined after taking into consideration department and school staffing requirements, availability of funds from all sources, and other factors, such as scholarly productivity (including publications) and the outcome of previous research leaves.

In some cases, leave may be granted to pursue appropriate scholarly activities that may benefit the faculty member and a third party, such as collaboration in a research project with a colleague at another institution or appointment to service for a governmental agency for a defined period. Such leaves may be paid or unpaid, depending on the specific activity and on whether outside funds are available to support the faculty member. When

¹Throughout Chapter 4 references are made to the Family and Medical Leave Act (commonly referred to as "FMLA"). FMLA is a federal law with multiple applications. It provides for job-protected, unpaid leave for qualified employees, including faculty, for up to 12 weeks in a 12-month period, for the following reasons: (1) the employee has a serious health condition; (2) to care for a spouse, dependent child, or parent with a serious health care condition; (3) in the case of adoption, pregnancy, childbirth, or nursing an infant; (4) on account of a qualifying event arising out of an employee's spouse, child, or parent being on or being called to active military service; or (5) to care for an injured member of the uniformed services (in this last case, the leave may be up to 26 weeks). FMLA is a job-protection statute and does not require that an employee be paid while on an FMLA leave. Under certain circumstances, however, the university provides for such a leave to be with pay and with certain other benefits. FMLA may also apply concurrently with the Tennessee Maternity Leave Act ("TMLA"). Read this entire chapter to determine the interplay of FMLA, TMLA, and the university's and medical center's policies on parental leave.

granted, such leave does not normally affect eligibility for salary raises or promotion.

As a matter of university policy, requests for scholarly leaves of absence are generally not granted more frequently than once every four years, and a longer minimum interval may apply in individual schools and programs. Leaves will not be provided to tenure-track faculty members if the leave would be taken in the terminal year. The period between leaves begins with the first full academic year after the leave.

Generally, a faculty member on a scholarly leave is granted half-salary and full benefits for a full year or full salary and full benefits for a half-year. All faculty members returning from research leaves are expected to submit to the dean a report of their scholarly activities and accomplishments. Unless waived in writing by the provost or the vice chancellor for health affairs, a faculty member who is granted a scholarly leave is obligated to return to active status for at least an equivalent period immediately following such leave.

Scholarly leaves are not cumulative. If more than four years have passed between leaves of absence, that fact will not shorten the required interval between subsequent leaves or allow a full year's paid leave instead of one semester.

Procedures for Requesting Scholarly Leave

Requests for leaves of absence are acted upon by the department chair or division director. Any recommendation to grant the leave request will be reviewed by the appropriate dean and, if he or she concurs, by the provost or the vice chancellor for health affairs. The decision of the provost or the vice chancellor for health affairs is final.

Section B

PARENTAL LEAVE ²

Availability of Parental Leave

When a full-time faculty member who is tenured or tenure-track, or that faculty member's spouse or declared domestic partner, becomes the parent of a child, either by childbirth or by adoption of a pre-school-aged child, the faculty member shall, upon written request to his or her department chair or dean, be entitled to a parental leave of one semester at full pay for purposes of serving as the child's primary caregiver. If a faculty member and his or her spouse or domestic partner would otherwise both be eligible for parental leave under this policy, either one, but not both, may take this parental leave.

² VUMC Faculty Parental Leave Policy can be found in the last subsection of Section B.

Notification

In order to minimize the administrative burden of ensuring adequate coverage of responsibilities, an eligible faculty member must give her or his department chair or dean at least three (3) months' written notice of her or his intention to take parental leave, the anticipated date of departure and the expected date of return to full-time work. Medical emergencies or the uncertainties of adoption that prevent the giving of three months' notice will not disqualify an eligible faculty member from obtaining parental leave.

Agreement

Any agreement for a parental leave under this policy shall be in writing. The agreement shall include each of the following:

1. certification by the faculty member that the purpose of the leave will be to serve as the primary caregiver for that child during the period of leave or for faculty on nine-month appointments to recapture time spent as the primary caregiver during the preceding summer;
2. certification that the leave period will not be used to actively pursue other employment opportunities or to work full- or part time for another employer;
3. the anticipated start and end of the leave period;
4. a commitment to return to active status for at least an equivalent period immediately following the paid parental leave; and
5. for tenure-track faculty, the revised schedule of intermediate and major promotion and tenure reviews.

Salary, Benefits, and Responsibilities During Leave

A faculty member who takes parental leave under this policy shall receive the same salary and benefits that he or she would have received that semester if not on leave, and shall be relieved of his or her normal duties and responsibilities during the period of leave as follows:

A. Teaching.

The faculty member shall be relieved of the obligation to teach during the semester in which the leave is taken. If the semester during which leave is taken is one in which the faculty member would otherwise have taught more than half of his or her normal annual teaching load, the faculty member may be required to teach one additional course in another semester to be agreed upon by the faculty member and his or her department chair or dean.

B. Research and Scholarship.

The faculty member shall be relieved of research and scholarship expectations for one semester.

C. Service.

The faculty member shall be relieved of all faculty service responsibilities, including committee work and student advising, for one semester.

When Taken

At the option of the faculty member, the parental leave provided by this policy may be taken during the semester in which the child is born or placed for adoption, or during any subsequent semester that begins no later than six months after the birth or adoption placement. For purposes of this policy, each semester shall run from the first day of classes to the last day of examinations. Unless waived in writing by the provost, a faculty member who takes a parental leave is obligated to return to active status for at least an equivalent period immediately following such leave in order to retain the benefits of the leave including salary paid.

Effect on Probationary Period

A tenure-track faculty member who takes parental leave under this policy shall receive an automatic one-year extension of the tenure clock. In order to take advantage of all or part of such an extension, a faculty member need only notify his or her department chair or dean of the decision, within six months after the birth or placement for adoption, to take the extension. The total of all extensions to the tenure clock cannot exceed two years.

Family and Medical Leave Act ("FMLA") and Tennessee Maternity Leave Act, as amended ("TMLA")

The benefits afforded faculty under this policy are intended to be consistent and not in conflict with rights afforded under the FMLA and the TMLA. Any leave taken under this policy, to the extent that it also qualifies for FMLA or TMLA leave, will count as FMLA or TMLA leave, and the written agreement should clearly state that intention. (See Sections C and E, below, for further discussions of FMLA and TMLA.)

Additional Leave

This policy is intended to describe the minimum level of benefits available for faculty members to whom it applies. This policy is not intended to constrain the faculty member and department chair or dean from developing other arrangements that meet the spirit of this policy and its minimum level of benefits and that fulfill the needs of all involved in some other manner. The dean of a school or college may establish policies extending these benefits to other categories of faculty. Any parental leave taken under this policy shall be in addition to any leave granted because of medical incapacitation (as described in Section C below).

Limitations

The parental leave benefit may be used once per child and no more than three times during a faculty member's employment at Vanderbilt.

Multiple Births/Adoptions

For purposes of this policy, parental leave in the case of multiple birth (twins, triplets, etc.) or simultaneous adoption of multiple children shall count as one leave event, resulting automatically in the availability of one semester of paid leave. Thus, the birth of triplets would not use up the faculty member's eligibility for parental leave for future births or adoptions nor would it necessarily entitle the faculty member to three consecutive semesters of paid leave. In such unusual circumstances, the faculty member and his or her chair or dean are encouraged to devise an arrangement suitable to the unique needs of such a situation and consistent with the spirit of this policy.

Benefit Beyond Three Children

If, after obtaining this benefit three times, a faculty member gives birth to or adopts an additional child(ren), that faculty member shall only be entitled to FMLA or TMLA leave (both unpaid) unless the leave is for short-term illness or other incapacities, in which case it may qualify as a paid leave (see Section D, below). The medical condition of the faculty member, as evidenced by the written statement of her physician, will establish the length of leave for short-term illness. Normally, unless unusual medical complications exist, the leave for short-term illness related to child birth does not exceed six weeks. Additional personal leave (unpaid) may be requested. The duration of personal leave must be negotiated between the faculty member and her dean and must be consistent with the FMLA and the TMLA.

Schools of Medicine and Nursing

A full-time faculty member who becomes the parent of a child, or whose spouse or domestic partner becomes the parent of a child, either by childbirth or through adoption of a minor child, shall be entitled to a leave of up to twelve weeks. If a faculty member and his or her spouse or domestic partner would otherwise both be eligible for parental leave under this policy, both may take this parental leave, but not simultaneously and not for more than a combined total of twelve (12) weeks.

The request for this leave should be in writing to his or her department chair or, in the School of Nursing, the program director and appropriate associate dean. A copy of the agreement shall be submitted to the dean of the school. The agreement shall include a letter from the faculty member indicating that the purpose of the leave will be to serve as a primary caregiver for that child during the period of leave. The request should be made as soon as reasonably possible after the need for a leave becomes known in order to minimize the administrative burden of ensuring adequate coverage. The parental leave will ordinarily be taken in the perinatal period or near the time the child is placed for adoption. Special circumstances may be agreed upon with the approval of the department chair or, in the School of Nursing, the program director and

appropriate dean. Such special circumstances must also receive endorsement from the dean of the school. The faculty member will be relieved of his or her normal duties and responsibilities during the period of leave. A faculty member who takes a parental leave is expected to return to active status.

The benefits afforded faculty under this policy are intended to be consistent and not in conflict with the rights afforded under the federal Family and Medical Leave Act (FMLA). Any leave taken under this policy is intended to count as and run concurrent with FMLA leave, and the written agreement should clearly state that intention. Under the Tennessee Maternity Leave Act (TMLA), faculty who give birth may request up to four weeks of additional leave beyond the twelve weeks defined by this policy.

A faculty member who takes parental leave under this policy shall receive salary and benefits for up to six (6) weeks. For faculty on variable or performance salaries, the salary to be paid will be the average of the salary paid during the four months prior to the effective date of the leave. If additional weeks of leave are requested, full benefits but not salary will be maintained for up to a maximum of an additional ten weeks.

For purposes of this policy, parental leave in the case of multiple birth or simultaneous placement for adoption of multiple children counts as one leave event.

Section C

FAMILY LEAVE (FMLA and TMLA)

The Federal statute known as the Family and Medical Leave Act (FMLA) and the Tennessee Maternity Leave Act, as amended (TMLA) provide for leaves of absence for periods of time on account of adoption, pregnancy, childbirth, and nursing of an infant.³ Because conditions of eligibility and lengths of leaves of absence are different under these laws, they will be discussed separately in this section. Neither FMLA nor TMLA requires that the person taking leave for infant care be the primary caregiver.

Family and Medical Leave Act (FMLA)

Pursuant to the Family and Medical Leave Act (29 U.S.C. 2601, et seq.), a faculty member who has been employed at Vanderbilt for at least twelve (12) months and who has worked at least 1,250 hours within the immediately preceding twelve (12)-month period, may be entitled to family leave related to adoption, pregnancy, childbirth, and nursing an infant for a period of up to three (3) months. This three (3)-month period of leave may be taken at any

³ This section addresses matters related to adoption, pregnancy, childbirth and nursing of an infant. FMLA matters related to medical care for a serious health conditions are addressed in Sections D and E, below.

time during the first twelve (12) months following the date of birth or, in the case of adoption, custody of the child.⁴ Unlike the TMLA, if a faculty member and his or her spouse or domestic partner would otherwise both be eligible for parental leave under this policy, the combined period of parental leave may not exceed twelve (12) weeks. Except to the extent that a faculty member is entitled to pay on account of the university's parental leave policy or under the short-term medical leave policy, FMLA leave is unpaid. Any medical leave (under Section D below) that a faculty member takes that would qualify as permissible leave under the FMLA will automatically count as part of the twelve (12) weeks of leave allowed under the FMLA. However, if a faculty member wishes, he or she may seek to take leave under the Tennessee Maternity Leave Act, as well as under the FMLA. This will allow the faculty member an additional thirty (30) days' leave over and above the twelve (12) weeks of leave under the FMLA. The additional thirty (30) days provided under the Tennessee Maternity Leave Act is unpaid, and, unlike the case with leave taken under the FMLA, Vanderbilt normally will not continue to contribute toward the health insurance coverage of the faculty member during this period. For more information about these acts, contact the faculty member's dean.

Tennessee Maternity Leave Act, as amended (TMLA)

Pursuant to the Tennessee Maternity Leave Act (Tennessee Code Annotated §4-21-408, et seq.), full-time faculty members with at least twelve (12) months of continuous employment at Vanderbilt may be entitled to obtain parental leave related to adoption, pregnancy, childbirth, and nursing an infant for a period of up to four (4)-months. In the case of adoption, the four (4) month period begins with the date the faculty member receives custody of the child. Unlike the university's parental leave policy, described in the preceding section, if a faculty member and his or her spouse or domestic partner would otherwise both be eligible for parental leave under this policy, they may both take this parental leave but the benefits of the university's parental leave policy (e.g., compensation and extension of the tenure clock) are available to only one of the faculty members. Except to the extent that a faculty member is entitled to pay on account of the university's parental leave policy or under the short-term medical leave policy, TMLA leave is unpaid.

An eligible faculty member must give his or her department chair or division director (or dean if there is no departmental organization) at least three (3) months' written notice of his or her intention to take TMLA leave, the anticipated date of departure and the expected date of return to full-time work. A medical emergency that prevents the giving of three months' notice will not disqualify an eligible faculty member from obtaining TMLA leave. However, the faculty member should state in writing, as soon as possible, his or her

⁴ This is unlike the TMLA which, in the case of an adoption, requires that the TMLA leave commence on the date the faculty member takes custody of the adopted child.

intention to be on TMLA leave for a specified period and his or her intention to return to full-time work by a designated date within four months. For faculty members on academic-year appointments, if the expiration of the period of TMLA leave occurs between the spring and fall semesters, the faculty member will not be required to return to work until the start of the fall semester.

A faculty member on TMLA leave must not use the period of TMLA leave to pursue actively other employment opportunities or to work full- or part time for another employer.

The period of TMLA leave for faculty members will generally be composed of leave for short-term illness (paid) and personal leave (unpaid), with the division determined by the appropriate Dean. In the case of pregnancy and childbirth, the medical condition of the faculty member, as evidenced by a completed Certification of Health Care Provider form submitted to Occupational Health, will establish the length of leave for short-term illness. Normally, unless unusual medical complications exist, the leave for short-term illness does not exceed six weeks.

After an eligible faculty member has given notice of his or her intention to take TMLA leave, the appropriate department chair or division director, or dean will begin efforts to cover temporarily the responsibilities of the faculty member while on TMLA leave. If, after reasonable efforts, a temporary replacement cannot be found, the faculty member may be notified that his or her position has been determined to be unique and, for that reason, his or her TMLA leave is limited to a specified period of less than four months, i.e. the faculty member may be required to return to work in less than four months.

Section D

OTHER NONACADEMIC LEAVE WITH PAY

Illness or Other Incapacities of Short Duration (Medical Leave)

When a faculty member must be absent from his or her duties because of his or her own illness or incapacity of short duration (six months or less), other members of the faculty, with knowledge of the department chair or division director and the dean, customarily assume his or her duties on a temporary basis. If the illness becomes extended so that this is no longer feasible, other arrangements are made by the department chair in consultation with the dean and the provost or the vice chancellor for health affairs. Like family leave, the period of illness or incapacity runs concurrently with leave under FMLA, and Occupational Health must receive a Certification of Health Care Provider form.

Intermittent Leave

In certain cases, FLMA may be taken on an intermittent basis rather than all at once, or the faculty member may be entitled to work a part-time schedule. Intermittent leave requires Occupational Health to determine from a Certification of Health Care Provider form that a qualifying medical condition necessitates the requested schedule. The faculty member must provide medical certification and advance leave notice. Leave may be denied if these requirements are not met. The faculty member ordinarily must provide thirty days' advance notice when the leave is foreseeable. Additional information is available from Occupational Health or the dean's office.

Jury Duty

A faculty member is asked to notify the department chair (or dean, in schools without departments) as soon as he or she is called by a court of law for jury duty to determine whether arrangements can be made to handle academic responsibilities during this absence.

Section E

NONACADEMIC LEAVE WITHOUT PAY

Personal Reasons

Requests for leave for personal reasons (including family-related matters) are considered on an individual basis, and should be submitted to the department chair (or dean, in schools without departments) as far in advance of the proposed absence as possible, so that neither instruction nor research programs will be unnecessarily interrupted. Specific dates for the leave should be stated in the request. Such leaves usually do not extend beyond one year. If approved by the dean, the request for leave for personal reasons is handled in the same way as academic leave, going to the provost or the vice chancellor for health affairs for review.

Faculty members must confirm with Human Resource Services in advance of the leave whether they want benefits to continue, and, if so, make arrangements to pay for them.

Military Duty

Certain faculty members may have rights under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment to undertake military service or certain types of service in the National Disaster Medical System. USERRA prohibits employers from discriminating against past and present members of the uniformed services and applicants to

the uniformed services. If a faculty member has questions about his or her rights relating to military obligations, he or she should communicate with the dean of his or her school.

Medical Leave for Care of Family Members

As required by the Family and Medical Leave Act (FMLA), Vanderbilt provides up to twelve weeks of unpaid,⁵ job-protected leave to eligible faculty members for care of a faculty member's seriously ill spouse, dependent child, or parent.⁶ Faculty members are eligible if they have worked for the university for at least one year and for 1,250 hours during the previous twelve months.

Unpaid leave is granted for any of the following reasons: to care for the faculty member's newborn child after birth or placement for adoption or foster care, and to care for the faculty member's spouse, son or daughter, or parent who has a serious health condition, as documented by a Certification of Health Care Provider form submitted to Occupational Health.

FMLA Leave Relating to Military Obligations

A faculty member may be entitled to take up to twenty-six (26) weeks of leave to care for a service member injured in the line of duty. Occupational Health assists in determining if this leave applies.

In addition, a faculty member may be entitled to up to twelve (12) weeks of unpaid leave because of a qualifying exigency arising out of the fact that the faculty member's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

⁵ FMLA is a job-protection statute, not a pay statute and, therefore, FMLA does not require that a faculty member be paid while on FMLA leave. However, a faculty member may be entitled to pay while on FMLA medical leave if the faculty member's medical leave is covered as an illness or other incapacity for a short duration, as addressed in Section D of this chapter or if such leave falls under the University's or Medical Center's Parental Leave policies (Section B, above).

⁶ The 12 weeks of FMLA medical leave discussed in this section run concurrently with, and are not in addition to, the 12 weeks of FMLA family leave addressed in Section C of this chapter.

Section F

PAY DURING LEAVES OF ABSENCE

A faculty member on an academic-year appointment on a paid leave of absence for one-half of the year under current practice receives pay in six equal payments from September through February, or March through August, according to the period in which he or she works. If work is in the spring semester, eight equal checks, beginning in January, may be requested. A faculty member on leave for an entire year at full pay or some fraction of stated salary receives the salary in twelve (12) equal payments on the regular monthly pay schedule. Since there are a number of options on employee benefits for persons on paid leave, the faculty member should consult with Human Resources before beginning the leave. Faculty members granted leaves of absence without pay must confirm with the Office of Human Resources Direct Billing before beginning the leave whether or not they want to arrange continued benefit coverage. If full benefits are to remain in force, the faculty members on leave must pay their share of the costs of continued benefits as scheduled.

Part VII

FINANCIAL PROCEDURES



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Chapter 1

Payment and Annual Notification of Salary

Faculty members are paid on the last business day of each month, and checks are generally delivered through departmental offices. Paychecks can be deposited directly to a personal checking account if the faculty member indicates that election on an Address and Check Distribution Form, which is completed for Human Resource Services by new faculty members; those who elect to use this option will receive a “deposit advice” that shows itemized deductions. If a faculty member wishes to change his or her address, number of exemptions, or method of check delivery, forms may be secured in the Office of Human Resource Records Management.

Each year a faculty member is informed of the salary for the forthcoming year in a letter that is accompanied by a detailed statement of compensation. Changes in compensation generally are effective on September 1 for faculty members performing academic-year duties and on July 1 for those performing duties over the fiscal-year.

The statement of compensation gives the stated salary. It also shows total compensation when the salary supplement and the University’s contribution to retirement are taken into account.

The gross earnings on a monthly salary check represent one-twelfth of the stated salary. There is no indication on the salary check of the University’s contribution to the Retirement Plan; however, there is a separate line item listing for the salary supplement.

In the School of Medicine, faculty members in the clinical departments may receive additional compensation through the Vanderbilt Medical Group (VMG). Since the details of VMG compensation vary among the departments, the faculty member should consult the department chair for provisions.

When statements of compensation are issued in the spring, any discrepancies or disagreements should be referred to the Dean of the school in which the appointment is held (the primary appointment, in the case of joint appointments).

Vanderbilt reserves the right to deduct amounts from paychecks for financial obligations to the University such as unpaid fines for Vanderbilt Traffic and Parking violations, returned checks, and legally imposed levies and garnishments made against salaries. Vanderbilt University requires all debts to the University to be satisfied at the time that a member of the faculty leaves the employ of the University.

Chapter 2

Summer Employment

The University assigns some faculty members to duties that span the academic year only (academic-year appointees) and others to duties that span the twelve-month calendar year (fiscal-year appointees). Academic year duties include all duties and responsibilities associated with the academic-year calendar (from the beginning of the fall semester through the end of the spring semester), as determined by the Dean and/or department chair. Fiscal-year duties include all duties and responsibilities associated with the University's fiscal year (July 1 through June 30).

Each of the colleges and schools establishes its own formula for compensating academic-year appointees who perform duties between the end of one academic year and the beginning of the next. When such a compensation formula is some percentage of the academic-year salary, the academic year referenced to calculate payment is the previous, not the forthcoming, academic year.

Salary paid through the University and earned between the close of one academic year and the beginning of the next is not included in the retirement contribution plan. However, a faculty member receiving such compensation may contribute to the TIAA/CREF, Vanguard, Fidelity, or VALIC programs by an agreed reduction of his or her salary, even though there is no matching contribution through the University. Faculty members should consult the Benefits Office of Human Resource Services for details.

The limit of additional salary that academic-year appointees may receive from unrestricted University funds is two-ninths of the academic-year salary. Academic-year appointees may earn as much as three-ninths of salary during the period between academic years if the additional funds are provided by outside support and if the arrangement has been approved in the regular grants-approval procedure. Fiscal-year appointees are not paid additional salary in lieu of vacation.

For academic-year appointees, a Summer Faculty Pay Form is required to authorize compensation for teaching, research, or other duties during the period that is not part of the academic year. Payment dates, which vary depending on the summer calendar, are announced by the Office of Accounting in the Vanderbilt Register late in the spring semester. No salaries will be paid in advance of the announced pay dates. Forms received by the Payroll Office after the announced deadline will be paid on the next established summer pay date.

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