Non-Tenure-Track Academic Appointee Handbook

Office of the Vice Chancellor for Academic Affairs and Dean of the Faculties

Indiana University
Bloomington Campus

August 2002
Dear Colleagues,

I am pleased to provide you with this handbook which brings together the academic policies that apply to all non-track appointments on the Bloomington campus. Since refinements to policies occur from time to time, you are encouraged to monitor our website (www.indiana.edu/~deanfac) which is updated regularly and therefore provides additional relevant information on academic policies. This is especially important for those of you who hold the rank of academic specialist, as the Bloomington Faculty Council will be elaborating upon those policies in 2002–2003. For the most current benefit policies administered through University Human Resources, consult their website: www.indiana.edu/~uhrs/benefits/index.html.

We value greatly your contributions to the academic community on the Bloomington campus. Our late Chancellor Herman B Wells emphasized the importance of hiring the very best people and providing them with the support they need to do their best work. He also stressed participation in the academic community as one of the great rewards of academic life. We hope you will become actively engaged in the vibrant intellectual community on this campus and enjoy and benefit from interactions with colleagues both inside and outside your own units.

The Bloomington campus has a long tradition of faculty governance which contributes significantly to the common good. Indeed, the Bloomington Faculty Council is responsible for many key policies that provide protection and support for your careers as academics. By becoming familiar with existing policies and participating in shaping future initiatives, you will help build upon the traditions of the past. Your active involvement is essential if our academic community is to remain responsive to the challenges that universities face in maintaining quality and integrity in the years ahead.

My very best wishes to you all.

Sincerely,

Moya L. Andrews
Vice Chancellor for Academic Affairs and Dean of the Faculties
Acknowledgments

This edition of the Indiana University Bloomington *Non-Tenure-Track Academic Appointee Handbook* was prepared and edited by Mary Tilton, Publications Coordinator, Dean of the Faculties, IUB. The *Handbook* was designed by Michael Nelson, Graphics and Publications Director, Instructional Support Services, IUB. The *Non-Tenure-Track Academic Appointee Handbook* is available on the Worldwide Web at:
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Introduction

This handbook contains information relevant to appointees in non-tenure-track academic ranks at Indiana University Bloomington. The success of the academic enterprise depends on a variety of talents and contributions by many individuals. Individuals holding tenure-track or tenured appointments are reviewed in all three of the areas of teaching, research/creative activity and service. By contrast, non-tenure-track appointments permit selectivity of focus on either one or two of the areas of academic endeavor mentioned above and reviews are tailored accordingly.

The Trustees adopted policies (May 4, 2001) which were expanded by the Bloomington Faculty Council (April 2, 2002) to clarify the roles and privileges of individuals holding various non-tenure-track appointments. This handbook, compiled by the Office of the Vice Chancellor for Academic Affairs and Dean of the Faculties includes all policies unique to the following appointments on the Bloomington campus:

Instructional Appointment Titles
• Lecturer or Senior lecturer
• Clinical appointees (Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor; or Clinical Senior Lecturer or Clinical Lecturer)
• Visiting (Faculty, Lecturer, and Librarian)
• Adjunct (Faculty, Lecturer, and Librarian)
• Appointees employed prior to 2001 who continue to hold titles no longer available under the present classification system (Part-time Faculty and Instructor)

Research Appointment Titles
• Senior Scientist/Scholar
• Associate Scientist/Scholar
• Assistant Scientist/Scholar
• Research Associate
• Postdoctoral Fellow

Academic Specialist Appointment Titles
• Academic Advisor
• Curator
• Editor
• Coordinator
• Counselor

Schools and departments are responsible for integrating non-tenure-track academic appointees into membership of the academic community and for filing unit policies that apply to these appointees with the Dean of the Faculties as part of their unit governance document. Units should also provide formal programs of orientation for new academic appointees and provide specific descriptions of their duties and responsibilities, including the areas in which they will be reviewed. Care should be taken to provide resources and opportunities for professional development of all appointees. For example, in the case of Lecturers and Clinicals opportunities for growth as teachers (attendance at conventions, workshops and Scholarship of Teaching and Learning Programs, etc.) should be emphasized. Research scholars and scientists should be provided with op-
opportunities to develop and refine their research skills. All unit personnel are responsible for ensuring that non-tenure-track ranks are viewed as central contributors to the academic mission. All academic appointees should be visible in their departments and provided with office space, adequate professional support and opportunities to receive all relevant communications about department/school activities. The responsibility to maintain a presence in the department rests both with the appointee and with the unit, and the expectations for part-time employees should be defined with respect to FTE and position description. Reviews of all appointees should be conducted annually by the chair; feedback concerning contributions to the academic mission, distribution of various duties as well as performance criteria should be discussed.

Please consult the Human Resources web address (http://www.indiana.edu/-hrm/) for general personnel and benefit policies affecting all Indiana University/Bloomington academic employees, which are not included in this handbook, such as the following:

- Retirement Plan 10
- Insurance plans (life and health)
- Voluntary Long-Term Disability program
- Pre-Tax Commuting Expense plan
- Tax Saver Benefit plan

Description of Non-Tenure-Track Faculty Appointments

1. Lecturer Appointments

Lecturers may be assigned responsibility for teaching, and for research and service that supports teaching, in courses for which such assignments have been approved by the faculty of the academic unit. The Lecturer category is the appropriate classification for non-tenure track teaching faculty in instances where the unit has a continuing need for the resource (except for clinical appointees and except in instances where adjunct appointments are appropriate, as specified below).

   Titles: Senior Lecturer and Lecturer

2. Clinical Appointments

The prefix “Clinical” is used for appointees whose primary duties are teaching students and residents/fellows and providing professional service in the clinical setting.

   Titles: Clinical Professor, Associate Clinical Professor, Assistant Clinical Professor; or Clinical Senior Lecturer and Clinical Lecturer

3. Visiting and Adjunct Appointments

The terms “visiting,” and “adjunct” may modify titles in any appointment classification, but constitute distinct appointment classifications. These classifications are non-probationary appointments. Visiting and Adjunct appointees do not have voting rights.
in faculty governance because they do not have the kind of relationship to the university and its programs that justifies voting participation in faculty governance.

**Visiting Appointments**

The qualification “Visiting” indicates a temporary appointment that may continue for no more than two years, except in special circumstances approved by the campus’ Academic Officer. Visiting appointees shall have the qualifications appropriate to the appointment classification indicated.

Visiting appointments are appropriate where there is a temporary need, for example, to fill the place of an appointee on leave, where there is an increased need for academic personnel in circumstances where there is uncertainty the need will continue, or where a position has become available or open with insufficient lead time to conduct an appropriate search.

The university is not obligated to count service as a visiting appointee as credit toward tenure or long-term contract status if the appointment is later changed to a regular appointment, but exceptions may be made in accordance with the procedures used by the university in making regular academic appointments.

**Adjunct Appointments**

The qualification “adjunct” is appropriate for teaching appointments of individuals, whether compensated or volunteer, whose career paths lie primarily in another position or employment. That is, the appointment is “adjunct” (“auxiliary”) to the career of the appointee as well as to the faculty of the unit. Adjunct appointments, therefore, are necessarily part-time. Adjunct appointments are appropriate for individuals who have expertise useful for the accomplishment of the unit’s mission where that expertise is not available in the unit’s regular faculty. An adjunct appointee does not participate in faculty governance in the unit in which an adjunct appointment is held. Those with adjunct appointments fall within three groups: individuals whose principal employments are outside the university; those whose principal employments are within the university in positions for which teaching is not an appropriate responsibility; and faculty whose work in a second academic unit justifies a courtesy appointment in that unit.

Note: Discipline will be required to avoid appointment as adjuncts those who should be appointed as part-time lecturers.

**4. Research Appointments**

Research appointees in the career ladder categories of Senior Scientist/Scholar, Associate Scientist/Scholar or Assistant Scientist/Scholar are those researchers who typically hold the terminal degree and postdoctorate experience (or its equivalent) and who are employed by Indiana University for research and service responsibilities. Those individuals are expected to perform research at the same level as their faculty counterparts at equivalent ranks.

**Titles:** Senior Scientist (or Senior Scholar), Associate Scientist (or Associate Scholar) and Assistant Scientist (or Assistant Scholar), Research Associate, Postdoctoral Fellow
5. Academic Specialist Appointments

Individuals appointed after May 4, 2001 who have academic responsibilities but who do not themselves offer courses for credit or act as principal investigators in research. On the Bloomington campus Academic Specialist appointments include the following:

Titles: Advisors, Curators, Editors, Counselors, Coordinators

*Note:* Many of the staff in this classification currently hold job classifications within Human Resources, but should be under Academic Officers’ administration. The Academic Officers Committee will develop proposed regulations to accomplish this change.

*(Excerpted from Indiana University Policy on Academic Appointments. University Faculty Council, February 13, 2001; Trustees, May 4, 2001)*

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Regulation of Lecturer and Clinical Appointments

*(Note: The following regulations are excerpted from university-wide policies adopted by the Trustees on May 4, 2001, and administrative practice. Bloomington-specific references have been substituted where appropriate. For an extension of these policies as they apply to the Bloomington campus, see “Indiana University Bloomington Campus Policies for Lecturer and Clinical Appointments,” pp. 19–22 following.)*

Lecturers

Use of Lecturer Appointments

Lecturers are academic appointees whose primary responsibility is teaching. Lecturers’ assigned responsibilities may include research and service only in support of teaching. Those who teach should inquire into subject matter and pedagogy to maintain and advance the quality of their instruction, and those who conduct research should inform others of the product of their work. Further, inquiry (research) and communication (teaching) are fundamental rights that the university would not and cannot prohibit. Nevertheless, those who are assigned and undertake, on behalf of the university, the academic missions of teaching, research, and service in the full sense should have the status and protections of tenure-track appointments, and the assignments given to those in the various appointment classifications must be appropriately regulated.
Rights and Privileges
Lecturers are expected to follow and be protected by university policies, including those pertaining to faculty hiring and faculty annual reviews. The faculty salary policies of the university, campus, school, and department shall apply to lecturers. Lecturers have the right to petition the Bloomington campus faculty board of review. Lecturers are not eligible for University sabbatical leave, but schools may provide sabbatical-like leaves for their lecturers to provide opportunities for professional learning and collaboration with colleagues.

Participation in university and Bloomington campus faculty governance is governed by the Constitution of the Faculty of Indiana University and the Bloomington faculty constitution. The role of lecturers in governance within the unit shall be determined by vote of the tenured and tenure-probationary faculty of the unit, provided that where non-tenure track faculty have voting privileges, their voting participation must be structured in a way that reserves at least 60% of voting weight to full-time tenure-track faculty. The academic integrity of the school and its programs ultimately is the responsibility of tenured and tenure-probationary faculty.

The rights of lecturers and the regulations concerning their roles within each school shall be written and available to the school faculty. A copy of all rights and regulations shall be filed with the Bloomington Vice Chancellor for Academic Affairs and with the Bloomington Faculty Council.

Note: The University Faculty Constitution defines the voting faculty as “all faculty members on tenure or accumulating credit toward tenure.” The Constitution further states that “the voting members of individual campuses may extend voting privileges to others on matters of individual campus significance.” The rationale for the distributions of rights and privileges is to leave the responsibility for the preservation of the most basic academic interests of the institution in the hands of those with the greatest protection of their academic freedom for the purposes of teaching, research, and service including the service of faculty governance; i.e., those with tenure. Non-tenure-track faculty otherwise should have as many faculty privileges as is consistent with their qualifications and responsibilities.

Lecturers are not eligible for academic administrative appointments at and above the department chair level. The integrity of the academic programs will be best served by requiring that those individuals holding administrative appointments with direct authority for academic programs have the full range of academic qualifications associated with the tenure track, as well as the fuller protection of academic freedom that tenure provides.

Appointment and Advancement
Initial lecturer appointments should be at the level appropriate to the experience and accomplishments of the individual. The process for appointment with probationary status or appointment with a long-term contract shall go through the ordinary procedures for faculty appointments, except that there are no campus level promotion reviews for lecturers—it is all done at the unit level. Lecturers shall be promoted to Senior Lecturers
upon their being appointed to long-term contracts following a probationary period.

**Protection of Academic Freedom**
Lecturers are not eligible for tenure; however, in order to protect their academic freedom, individuals appointed as lecturers shall be given long-term contracts after a probationary period of not more than seven years. The exact mechanism for this shall be determined by the dean and the faculty governance body within each school using lecturer appointments and be approved by the chancellor, but the mechanism should be a long-term contract of not less than five years or be some equivalent, such as a rolling three year contract. The criteria for granting long-term contracts after a probationary period shall be analogous to the criteria for granting tenure, except that lecturers shall earn the right to a long-term contract on the basis of their excellence only in those responsibilities that may be assigned to them. Each school will establish procedures and specific criteria for review of individuals concerning the renewal of long-term contracts or their equivalent.

Lecturer appointments during the probationary period shall be subject to the same policies and procedures with respect to appointment, reappointment, non-reappointment, and dismissal as apply to tenure-probationary faculty during the probationary period. After the probationary period, dismissal of a lecturer holding a longer term contract which has not expired may occur because of closure or permanent downsizing of the program in which the faculty member teaches and serves; otherwise, dismissal of such lecturer shall occur only for reasons of professional incompetence, serious misconduct, or financial exigency. Non-reappointment of lecturers to a new contract term may occur for the foregoing reasons or may occur as well for reason of changing staffing needs of the academic unit’s program. Non-reappointment decisions regarding lecturers holding a longer term contract after the probationary period must be made with faculty consultation through processes established by the school’s faculty governance institutions. The jurisdiction of campus faculty grievance institutions includes cases of dismissal and non-reappointment of lecturers.

Probationary periods for part-time faculty may be longer than seven years, where regulations adopted by the faculty of the academic unit so provide. University practice requires that probationary periods be served on a continuing basis unless a leave of absence has been applied for and been granted. The University is not obliged to relocate within the institution lecturers whose positions are eliminated because of closure, permanent downsizing, or changing staffing needs of their academic programs. Where an instructional line is converted from non-tenure to tenure track, a lecturer occupying the line may apply for the tenure-track position, but is not guaranteed appointment.

**Promotion Dossier**
The documentation in a dossier for promotion within the lecturer ranks is similar, but not identical, to the documentation presented in the teaching section of dossiers of tenure-track faculty and should include:
1. Statement concerning the teaching contributions and their relevance to the departmental mission.
   a. Feedback from colleagues and students (e.g., peer evaluations, exit interviews)
   b. Feedback to students (e.g., comments on plans, reports)
   c. Student evaluations (e.g., summaries across semesters, rankings/comparisons with departmental norms)
   d. Long-term effects of teaching (e.g., alumni and employer surveys of effectiveness of graduates; letters and awards from public and from organizations)
   e. Course portfolios and samples of curricula
   f. Evidence of impact of teaching nationally and internationally (e.g., conference and workshop presentations on teaching)
   g. Scholarship of Teaching and Learning activities
   h. FACET activities
   i. Guest master-teaching assignments, with documentation of impact
   j. Publications (textbooks, protocols, assessment instruments, etc.)
   k. Videos, CDs, modules for distance learning with reviews or data concerning impact on profession

Clinical Faculty

Use of Clinical Appointments
Clinical appointments are appropriate for those who work primarily in the clinical setting. Clinical faculty may be involved in research that derives from their primary assignment in clinical teaching and professional service; however, continued appointment and advancement in rank must be based on performance in teaching and service.

Clinical appointees teach and practice full-time in the clinical professional setting. It follows that clinical appointments will be limited to academic units (and departments within academic units) in the professional-client service disciplines. Clinical faculty may contribute to the research efforts of a unit through their clinical work, but they are not expected to do individual research. Faculty who, in addition to teaching and service, have portions of their time allocated to doing research for which they are a principal or co-principal investigator, who have research laboratories, or who are otherwise expected to do individual research should be in tenured/tenure-probationary positions. While individual faculty members hired in tenure-probationary appointments may switch to the clinical appointments during the first five years of their probationary period, such a switch must involve giving up the research component of their faculty work, except for their clinical role in collaborative research trials. Clinical appointments are not intended as a means of retaining tenure-probationary faculty members who will not be able to demonstrate the performance levels in teaching, research, and service required for the granting of tenure.

Rights and Privileges
Clinical faculty are expected to follow and be protected by university policies, including those pertaining to faculty hiring and faculty annual
reviews. The faculty salary policies of the university, campus, school, and department shall apply to clinical faculty. Clinical faculty have the right to petition the Bloomington campus faculty board of review. Clinical faculty are not eligible for university sabbatical leave, but schools may provide sabbatical-like leaves for their clinical faculty to provide opportunities for professional learning and collaboration with colleagues.

Participation in university and campus faculty governance is governed by the Constitution of the Faculty of Indiana University and the Bloomington faculty constitution. The role of clinical faculty in governance within the unit shall be determined by vote of the tenured and tenure-probationary faculty of the unit, provided that where non-tenure track appointees have voting privileges, their voting participation must be structured in a way that reserves at least 60% of voting weight to full-time tenure-track faculty.

The rights of clinical faculty and the regulations concerning their roles within each school shall be written and available to the school faculty. A copy of all rights and regulations shall be filed with the Bloomington Vice Chancellor for Academic Affairs and with the Bloomington Faculty Council.

Note: The University Faculty Constitution defines the voting faculty as “all faculty members on tenure or accumulating credit toward tenure.” The Constitution further states that “the voting members of individual campuses may extend voting privileges to others on matters of individual campus significance.” The rationale for the distributions of rights and privileges is to leave the responsibility for the preservation of the most basic academic interests of the institution in the hands of those with the greatest protection of their academic freedom for the purposes of teaching, research, and service including the service of faculty governance; i.e. those with tenure. Non-tenure track appointees otherwise should have as many faculty privileges as is consistent with their qualifications and responsibilities.

Clinical faculty are not eligible for academic administrative appointments at and above the department chair level. The integrity of the academic programs will be best served by requiring that those individuals holding administrative appointments with direct authority for academic programs have the full range of academic qualifications associated with the tenure track, as well as the fuller protection of academic freedom that tenure provides.

Appointment and Advancement
The faculty of each unit using clinical appointments shall decide whether those appointments will be with the titles of Clinical Professor, Associate Clinical Professor and Assistant Clinical Professor, or Clinical Senior Lecturer and Clinical Lecturer. Initial clinical appointments should be at the level appropriate to the experience and accomplishments of the individual. The process for appointment with probationary status or appointment with a long-term contract shall go through the ordinary procedures for faculty appointments. Promotion in rank of Assistant and Associate Clinical Professors should go through the normal faculty procedures appropriate to the unit of the university, includ-
ing peer review by the primary unit, and campus promotion (and tenure) committees. The faculty of each unit using Assistant and Associate Clinical Professor appointments shall adopt criteria for promotion that are appropriate to the duties that may be assigned to clinical appointees. The criteria for promotion in the areas of teaching and service shall be the same for tenured/tenure-probationary faculty and for clinical rank faculty. The clinical rank faculty shall not be evaluated in the area of research. Each unit’s criteria must be written, available to unit faculty, and filed with the campus academic officer (Bloomington Vice Chancellor for Academic Affairs). Clinical Lecturers shall be promoted to Clinical Senior Lecturers upon their being appointed to long-term contracts following a probationary period.

Protection of Academic Freedom
Clinical appointees are not eligible for tenure; however, in order to protect their academic freedom, individuals appointed as clinical faculty shall be given long-term contracts after a probationary period of not more than seven years. The exact mechanism for this shall be determined by the dean and the faculty governance body within each school using clinical appointments and be approved by the chancellor, but the mechanism should be a long-term contract of not less than five years or be some equivalent, such as a rolling three year contract. The criteria for granting long-term contracts after a probationary period shall be analogous to the criteria for granting tenure, except that clinical faculty shall earn the right to a long-term contract on the basis of their excellence only in those responsibilities that may be assigned to them. Each school will establish procedures and specific criteria for review of individuals concerning the renewal of long-term contracts or their equivalent.

Clinical faculty appointments during the probationary period shall be subject to the same policies and procedures with respect to appointment, reappointment, non-reappointment, and dismissal as apply to tenure-probationary faculty during the probationary period. After the probationary period, dismissal of a clinical faculty member holding a longer term contract which has not expired may occur because of closure or permanent downsizing of the program in which the faculty member teaches and serves; otherwise, dismissal of such clinical faculty shall occur only for reasons of professional incompetence, serious misconduct, or financial exigency. Non-reappointment of clinical faculty to a new contract term may occur for the foregoing reasons or may occur as well for reason of changing staffing needs of the clinical program. Non-reappointment decisions regarding clinical faculty holding a long-term contract after the probationary period must be made with faculty consultation through processes established by the school’s faculty governance institutions. The jurisdiction of campus faculty grievance institutions includes cases of dismissal and non-reappointment of clinical faculty.

Probationary periods for part-time faculty may be longer than seven years, where regulations adopted by the faculty of the academic unit so provide. University practice requires that probationary periods be served
on a continuing basis unless a leave of absence has been applied for and been granted. The University is not obliged to relocate within the institution clinical faculty whose positions are eliminated because of closure, permanent downsizing, or changing staffing needs of their clinical programs. Where an instructional line is converted from non-tenure to tenure track, a clinical faculty member occupying the line may apply for the tenure-track position, but is not guaranteed appointment.

Promotion Dossier
The documentation in a dossier for promotion within the clinical ranks is similar, but not identical, to the documentation presented in the teaching and service sections of dossiers of tenure-track faculty. Because great variability exists, the job description of the candidate is included in the clinical ranks dossier in order to provide a context for evaluation.

Clinical teaching frequently involves one-on-one or small group interactions. The nature of these interactions, as well as their quantity and quality, needs to be explicitly described. Where supervision of students’ work is part of a clinical teaching assignment, the nature of the supervision (e.g., physical presence required at all times or one-third of the time the student is working, etc.) and the level (e.g., graduate students in first practicum experience or final semester of practicum) should be specified. The nature of the preparation and correction of clinical plans, reports, etc., and the time devoted to it also should be explained. Promotion Committee members may be unfamiliar with the nature of clinical teaching, and, therefore, it is imperative that sufficient details be provided and all pertinent data presented.

Some examples of documentation that may be included appear below:

**Teaching**
1. Statement concerning the teaching contributions and their relevance to the departmental mission
2. Feedback from colleagues and students (e.g., peer evaluations, exit interviews)
3. Feedback to students (e.g., comments on plans, reports)
4. Rewrites of session plans, reports, letters, etc.
5. Sample clinical materials (e.g., those that are innovative, have been used beyond this campus)
6. Student evaluations (e.g., summaries across semesters, rankings/comparisons with departmental norms)
7. Long-term effects of teaching (e.g., alumni and employer surveys of effectiveness of graduates; letters and awards from public and from organizations)
8. Clinical publications (e.g., texts, tests, materials, cases, protocols)
9. Videos, CDs, modules for distance learning with reviews or data concerning impact on profession
10. Evidence of impact of teaching nationally and internationally (e.g., conference presentations, recognized clinical protocols, procedures, prostheses, equipment or designs)
11. Guest master-teaching assignments or residencies, with documentation of impact
12. Definition of how the “best practices” are demonstrated and
described by professional colleagues

13. Course Portfolios and samples of curricula

Service

1. Statement concerning the service contributions and their impact on the departmental mission
2. University contributions with documentation of their nature and quality
3. Professional contributions in terms of offices held, committees chaired/served on, major accomplishments resulting from individual or group activities, etc., and documentation of the quality as well as quantity (may include reports from task forces, guidelines developed, etc.)
4. Community involvement including both professional and volunteer activities with assessment of the merit
5. Evidence of patient or client satisfaction, quality assurance measures, feedback both solicited and unsolicited
6. Documentation of the innovative or committed way duties have been performed.

Outside Letters
Six letters solicited from professional colleagues outside Indiana University should specifically address both teaching and service and the way the candidate's work is known to the referees.
Indiana University
Bloomington Campus
Policies for Lecturer and Clinical Appointments

1. Scope of this Document
This document describes Bloomington campus policies relevant to the appointment classifications of Lecturer and Senior Lecturer, and to Clinical appointments, as these classifications are described in policies adopted by the Indiana University Board of Trustees on May 4, 2001. (See above, pp. 11–18.)

2. Rationale for Lecturer and Clinical Appointments
Lecturer appointments may be appropriate in fields where particular teaching challenges have led to career paths in specialized pedagogy, basic skills instruction, language teaching, and so forth. Clinical appointments may be appropriate in fields where particular challenges in teaching and service in a clinical setting have led to specialized career paths. In cases where these career paths may entail research exclusively in support of classroom teaching and clinical work, academic professionals may benefit from positions that do not require career excellence in discipline-specific fundamental and applied research or the profile in teaching excellence associated with tenure on the basis of teaching, and units may benefit from the participation of colleagues whose full effort is devoted to the excellence of the teaching and service missions.

The academic mission of the campus must remain in the hands of tenured and tenure-probationary faculty, who are responsible for guiding and balancing both research and teaching missions, and whose appointments provide for the protection of academic freedom necessary for the full and free exercise of critical judgment. Hence, non-tenure-track Lecturer and Clinical appointments shall be used only when essential to the overall mission of the unit. Non-tenure-track Lecturer and Clinical appointments must be justified in a principled way in terms of a unit’s research, teaching, and service missions. Such justifications must indicate the educational impact of assigning specific courses or types of courses to non-tenure-track faculty, and the impact on the unit of allocating resources to appointments dedicated to teaching, rather than to the unit’s research mission. Such appointments should not be approved without review of written justification at the campus level. The appointment of Lecturers and Clinical faculty should not be seen as a long-term solution to financial imperatives faced by the campus or its units.

While the university’s regulations governing Clinical and Lecturer appointments are similar, care should be taken to make appointments in the appropriate classification in order that the University and campus may have an accurate enumeration of the composition of the faculty. Lecturer is the appropriate appointment for those engaged primarily in classroom teaching. Clinical appointments shall only be made for positions that involve teaching and service in contexts that are characterized as clinical in established usage, typically involving small group or one on one supervision.
and guidance of students applying theoretical concepts in professional settings. Where the appropriateness of the Clinical designation is not clear from established usage, the Dean of Faculties shall determine the appropriate appointment classification.

3. Duties of Lecturer and Clinical Appointments

Lecturer and Clinical appointees are to be evaluated chiefly on the basis of their contributions to the teaching mission. Research and service in support of teaching may also be components of the appointment and of evaluation. The contributions of Lecturers and Clinical appointees to the missions of their units may vary, but will usually involve student advising, curricular administration, and unit committee work at levels typical for unit faculty. The performance of Lecturers and Clinical appointees should be reviewed annually, in the same way as other faculty, and specific annual balance of responsibilities should be determined in an annual meeting with the chair or dean. Like tenured and tenure-probationary colleagues, lecturers and clinical faculty are campus appointees, who should have the opportunity, consistent with their primary unit responsibilities, to support the mission of the campus through volunteer service activity that should be recognized as a professional contribution to the university.

4. Proportion of Non-Tenure-Track Appointments

The faculty of each campus school and unit within a school shall specify the minimum percentage of its faculty appointments that must be assigned to tenured and tenure-probationary faculty appointments in order to sustain its research, teaching, and service missions. This figure should be calculated by dividing FTE of tenure and tenure-probationary faculty by total FTE for all teaching appointments. The specified minimum percentage must take into account the expectation that units will maintain a national profile in research or creative work, and be based on a clear identification of teaching functions best fulfilled by faculty engaged in discipline-specific fundamental and applied research, and those best fulfilled by clinical or pedagogical specialists. Units within schools shall report these figures to the dean of their school, and schools must report these figures to the Dean of Faculties and the Agenda Committee of the Bloomington Faculty Council on an annual basis. Schools shall include with this annual report the percentage of school courses and the percentage of total student credit hours in school courses taught by Lecturers and Clinical appointees during the preceding year.

5. Contracts and Promotion for Lecturer and Clinical Appointments

Initial Lecturer and Clinical appointments should be at the level appropriate to the experience and accomplishments of the individual and approved by the faculty of the unit.
Standards and procedures for contracts during the probationary period and after shall conform to the relevant sections of the *Academic Handbook* (2001 edition, pp. 76-79). The design of the long-term contract shall be determined by the school, or may be left by schools to units within schools, but shall be uniform within a single administrative unit.

Lecturer and Clinical appointees in the sixth year of their probationary periods shall be considered for reappointment to long-term contracts. Standards for reappointment to long-term contracts and for promotion should be formulated by units; criteria within a unit should be uniform, but flexible enough to accommodate some differences in responsibilities specified in the initial contracts. The steps for review of candidates for reappointment to long-term contracts and promotion shall follow those of review of tenure and promotion. Reappointment of Lecturers to long-term contract and promotion must be based on excellence in teaching and satisfactory service, and should only be granted to colleagues who have demonstrated a commitment to continued professional growth and currency with pedagogical developments in their fields. Reappointment of Clinical faculty to long-term contract and promotion must be based on standards of performance in teaching and service in a clinical setting. Like promotion to tenured status, promotion within the Lecturer and Clinical classifications should principally be a judgment about prospects for future contributions. Research cannot be included as a basic category of evaluation. However, for Lecturers, research in support of teaching should be considered part of the teaching dossier; for Clinical appointees, research in support of teaching and service in a clinical setting should be considered part of the teaching and service dossiers. Other research may be considered as evidence of intellectual engagement in the professional field that is generally indicative of long-term intellectual contributions valuable in classroom settings and to the campus in general. Candidates in the sixth year of the probationary period who do not receive reappointment to long-term contracts will not be eligible for reappointment.

In the event of non-reappointment, faculty in their first year as Lecturer or Senior Lecturer must be given notice not later than February 1. During the second year of service, notice must be given not later than November 15. During the third and subsequent years, at least twelve months notice must be provided.

### 6. Teaching Load for Lecturer and Clinical Appointments

The maximum teaching load for Lecturers on the Bloomington campus shall be six courses per academic year; the maximum for Clinical faculty shall be the same, calculated according to established methods for determining credit-hour equivalent Clinical faculty effort. In exceptional circumstances, units may petition the Dean of Faculties, on a year-by-year basis, for a waiver to allow a seventh course. This campus model is based on a system-wide maximum of four courses per term. On the Bloomington campus, non-tenure-track teaching appointees are expected to be or to become by the time of promotion.
both outstanding teachers and leaders in pedagogical practice. Lecturers and Clinical appointees are expected to remain current in their pedagogical specialties, to attend and participate in national and international conferences, and to integrate advances in methodologies, materials, and technologies in their classroom teaching. To provide non-tenure-track teaching appointees the opportunity to meet these campus criteria of professional development, and assure that the campus invests in the quality of its non-tenure-track faculty, an adjustment in teaching load maxima is applied to the Bloomington campus. Individual units should regulate teaching loads in view of unit teaching norms, to ensure a reasonable and equitable workload that allows non-tenure-track colleagues the opportunity to achieve teaching excellence and professional development. In certain circumstances, major commitments to research in support of teaching or other faculty development may warrant a reduction from the campus maximum. In addition, in cases where major service duties significantly exceed unit average loads for student advising, curricular administration, and unit committee work, these should be accommodated by additional reduction in teaching loads.

7. Voting Rights of Lecturer and Clinical Appointments

Voting rights for Lecturer and Clinical faculty should be determined by the school, which may assign the decision to the department level. Units are encouraged to provide the broadest voting privileges appropriate and to integrate Lecturer and Clini-
Research Appointments

Categories

A three-classification system exists for those researchers who typically hold the terminal degree and post-doctorate experience (or its equivalent) and who are employed by Indiana University for strictly research responsibilities. It is suggested that the research classifications be given the following titles (the choice of “Scientist” or “Scholar” would be determined by discipline): Assistant Scientist (or Assistant Scholar) Associate Scientist (or Associate Scholar) Senior Scientist (or Senior Scholar).

Separate titles should be used for those individuals with lesser qualifications who are assigned to research jobs which are routine and supervised but call for qualifications and responsibilities greater than those of staff technicians. These employees would include Postdoctoral Fellows and Research Associates.

The three-classification system is regarded as a career ladder framework, with appropriate policies and procedures for appointment, annual review, and promotion. The creation of positions within this system, advertising for qualified candidates, selection and appointment procedures, annual review, promotion, and termination would be under well-defined procedures administered through academic units by the Dean of the Faculties and the Vice President for Research and Dean of the University Graduate School and further subject to the policies, rules, and procedures of the Campus Affirmative Action Plan as administered by the Affirmative Action Officer. Postdoctoral Fellows are eligible to apply for a position under certain conditions upon satisfactory completion of the postdoctorate. Qualified research appointees (Research Associates??) are eligible to apply for openings in the three-classification system but are not considered automatically for promotion to the beginning level. The policies and procedures of the University Affirmative Action Plan would apply in determining eligibility for any of the research classifications and for determining eligibility of a person holding a research classification for any other University appointment.

Qualifications for Classification

The qualifications for each of the three research classifications are roughly equivalent to those set forth in the area of research for members of the faculty. Typically a candidate for the rank of Assistant Scientist would have to have completed the terminal degree in his or her discipline and, in some fields, have at least one year of successful postdoctoral research experience. A person at this level would be fully capable of original, independent research work but would typically work under the direction of a senior faculty member or an Associate Scientist or a Senior Scientist.

A person at the level of Associate Scientist would have begun to establish a national reputation through published work and would typically have responsibility for carrying out independently, as principal investigator, projects of his or her own devising. Normally a person should have achieved a minimum of three years of successful research as reflected
in published work in refereed sources before attaining or being appointed to the rank of Associate Scientist.

A Senior Scientist would have shown a career of continued growth in scholarship which has brought a national or international reputation as a first-class researcher who has made substantial contributions to his or her discipline.

Holders of a research classification may be engaged in individual independent research or creative endeavor, or they may be making specialized contributions as part of a team effort. However, some members of research teams are clearly not eligible for research classifications because they are providing only subsidiary, technical support and are not in positions to make original contributions that have impact on a discipline. Also in evaluating the dossier, committee members consider only the research contributions (not teaching or service), even though the candidate may have done teaching and service.

Research and creative endeavors among research specialists may include, for example, experimental research, theoretical developments, creation of artistic works, and development of research tools or methods. Some forms of research (e.g., creative, and/or developmental activities) may not necessarily result in publications in scholarly journals, but nonetheless, may have an impact on future inquiry. For example, certain scientific or scholarly findings and technological developments might be disseminated through presentations made to professional organizations and through consultations with persons engaged in similar development activities at other institutions. However, depending upon the classification proposed, a nominee should have achieved or be capable of achieving a national reputation for his/her contributions.

Nomination and Promotion Procedures

Nomination and promotion procedures for holders of research appointments are similar to those for faculty promotions. Dossiers are prepared by the scientist’s or scholar’s department or project unit and reviewed by administrators and advisory committees at the school and campus levels. At the campus level, the Research Ranks Promotions Advisory Committee is appointed by the Dean of Faculties and the Vice President for Research and Dean of the University Graduate School.

The procedure for nomination and promotion for research appointments is as follows:

1. First, ascertain that a person qualifies under the University policy. This means: (1) the person holds the terminal degree in his or her field and has at least one year of successful post-degree experience (the terminal degree in some fields may not be the doctorate); (2) the person is wholly involved in research activities with no instructional responsibilities; and (3) the individual’s responsibilities provide an opportunity for achieving independent contributions in research or developmental activities that have resulted in or eventually result in national recognition for these contributions.

2. The names of outside referees (six for nominations at the rank
of Senior or Associate Scientist/Scholar, three for nominations at the level of Assistant Scientist/Scholar) along with representative samples of the nominee’s work and a complete curriculum vitae, should be in the Dean of the Faculties Office by the first week of January in order for the referees to respond by February. Normally, half of these names should be suggested by the nominee and half by the nominator or others in the unit who are in the best position to select qualified referees; be certain to indicate the source of each. Avoid selecting persons who have had a close personal relationship with the nominee. When you prepare the list of outside referees, please detail the expertise of these individuals as well as their relationship to the nominee.

3. The head of the nominee’s unit should write a letter to the Dean of the Faculties. The letter should indicate which classification is recommended and should summarize the nominee’s qualifications and research record. In addition, the nature of the nominee’s appointment and position should be summarized, including a clear account of duties and responsibilities, and the relationship of the nominee’s role to others in the unit or on the project.

4. A dossier should accompany the letter of nomination which includes
   a. Table of Contents
   b. Unit’s description of the position
   c. Complete curriculum vitae
   d. Candidate’s statement
   e. Personnel Committee statement (with votes)
   f. Chair’s statement (with vote)
   g. Articles, chapters, reviews, and other examples of original research/creative activity
   h. Documentation of the quality of the work

5. The letter of nomination and supporting materials should be sent to the dean or division head to whom the nominating unit reports for endorsement. The dean will add his or her endorsement of the nomination together with comments and forward the nomination to the Dean of the Faculties Office by the first week of March for actions to be effective July 1.

**Personnel Policies**

The chairperson of the department in which a scientist’s project is located (or the project or institute director, in the case of projects not directly under an academic department) initiates recommendations for the establishment of new positions, advertising plans, appointment renewals of appointment, and recommendations for promotion. These recommendations are reviewed and acted upon by the dean of the appropriate academic unit (e.g., College of Arts and Sciences, School of Business, School of Education, et al.) and both the Dean of the Faculties (for the Bloomington Campus) and the Vice President for Research and Dean of the University Graduate School. Assistant Scientists normally are on one-year, renewable appointments subject both to annual evaluative reviews by the chairperson or director and to the assurance of funding. Associate Scientists and Senior Scientists normally are appointed for periods of more than one
year, depending upon the nature of the research missions to which they are assigned, their responsibilities, and funding prospects. It should be the policy of the university to provide optimal conditions of job security to Associate Scientists and Senior Scientists through the use of extended and open contracts, as funding permits.

Except for those persons in research classifications who have been granted “research project tenure” (which carries a one-year termination period), the minimum notice of termination shall be the normal pay period (which is current policy for all non-tenure-line academic appointees).

Persons in research classifications may not teach, except on a released-time basis and an appointment to a part-time faculty rank by the Dean of the Faculties. They are not eligible for sabbatical leave.

Persons in research classifications are not eligible for consideration for tenure-line faculty rank, except as successful applicants responding to a normal, advertised search along with other candidates under affirmative action procedures.

It is recommended that persons in research classifications be eligible for election to campus councils and to the University Policy Council on the same terms as faculty and librarians.

In order to provide for an orderly and representative system of consultation and mediation (when needed) with the Dean of the Faculties and the Vice President for Research and Dean of the University Graduate School, those two deans shall appoint an advisory committee of research appointees with representatives from the major academic units employing researchers.

### Part Time

The following additional title is used for part-time research appointees. Where ranks are included in the title, appointment should be at the rank which would be given were that individual being appointed as a research scientist. Changes from these appointments to regular research scientists should follow the customary university procedures. Where the individual is employed in these positions on a continuing or recurrent basis, reappointment and promotion in rank must go through normal university procedures.

The term “part-time” follows the designation of rank (e.g., Assistant Scientist–part-time). These appointees devote only part of their time to the duties of research scientist. They may also be gainfully employed in other activities, either with the University or elsewhere.

### Project Tenure

In view of the number of research projects in effect in the whole university program, and to afford some employment security to the many individuals concerned in carrying out these projects, the following policy, designated as “Research Project Tenure,” has been formally adopted with the approval of the University Administrative Committee and the concurrence of the academic deans.

Recognizing that some measure of security is desired and deserved by postdoctoral Research Associates (and perhaps others similarly situated) whose employment at Indiana University has had little or no connection with teaching duties, it is recommended:
1. That it be recognized that, because of their expectations of long continuance, certain research projects shall be designated as projects in which "research project tenure" can be achieved.

2. That the directors of such projects be permitted to recommend, when they deem it proper—but not before the person to be recommended has served on the project for at least a year—members of their staff for "research project tenure." Such recommendation is his/her testimony that the project director has taken the decision that the persons recommended for "research project tenure" are so important to the project that in his/her opinion their employment on the project should be continued through the life of the project if the persons wish to continue being so employed.

3. That, when such a recommendation has been made by the appropriate campus administrative officials, the person shall be notified that he/she has been granted "research project tenure." Such designation, in addition to granting tenure during the life of the project save for termination for adequate cause, shall further assure each person so that he/she will be retained in the employ of Indiana University, at his/her customary salary rate, for a minimum of one year from the time it is decided—and he/she has been formally notified—that the project will be discontinued.

In implementing this policy the following procedures and criteria should be applied:

A. Recommendations of project tenure from project or unit directors must be forwarded to the appropriate academic dean and the Dean of the Faculties who may appoint appropriate advisory committees of faculty and research personnel to assist them in reviewing such recommendations.

B. In recommending project tenure, the project director or unit head must provide satisfactory evidence that funding for the possible one-year termination period is assured within the budget of the recommending unit or from some outside funding source.

Bloomington Faculty Council, March 18, 1980; Board of Trustees March 3, 1956; February 7, 1981; University Faculty Council, October 13, 1992)
Academic Specialist Appointments

This classification was established for individuals who do not routinely offer courses for credit or act as principal investigators but who hold positions with responsibilities that require them to be accountable to an Academic Officer. The focus of such positions should be on duties that support the academic mission of the university. While teaching is not the primary responsibility, they may, on occasion, teach courses for credit as part of their regular duties (i.e., through release time and not as an overload). In the semesters that they teach, Academic Specialists must be given an instructional title so that university reporting of student/teacher ratios is accurate.

Examples of Responsibilities:

- academic advising
- coordinating curricula
- coordinating AIs
- editing journals
- curating
- counseling
- program coordinating, e.g., for centers or foreign universities

Appointment Terms:

Appointments should be made with a probationary period not to exceed seven years followed by a rolling or long-term contract of three to five years. Each campus or academic unit will establish procedures and specific criteria for review of individuals concerning long-term contracts or their equivalent.

Rights and Privileges:

Academic specialists shall be subject to the same policies and procedures with respect to appointment, reappointment, non-reappointment and dismissal as apply to clinical ranks and lecturers, and criteria for review will be consistent with responsibilities and clearly delineated by the academic supervisor.

Benefits

Benefit eligibility for health, life, and retirement will be guided by the same criteria that are in place for all other academics.

*(Adopted by the Academic Officers Committee in 2001 as administrative practice)*
Benefit Summary Tables for Non-Tenure Track Academic Appointees
**Academic Instructional**

<table>
<thead>
<tr>
<th>Title</th>
<th>Term of Appointment</th>
<th>Termination Notice Due</th>
<th>Retirement Plan**</th>
<th>Insurance for 100% FTE Appointments</th>
</tr>
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</table>
| Lecturer            | Initial appt. 1–3 yrs, subsequent, 1 academic yr during probationary period (not to exceed 7 yrs) Adj. for P-T appts | in 1st yr, 3 mo in 2nd yr, 6 mo thereafter, 12 mo | Plan 10 if appointed at 50% FTE or greater | Life: *****
|                     |                                                                                      |                        |                   | Provided by IU, 2 X salary to $50,000 maximum till age 65 Medical: ***** Optional (IU pays a portion) |
| Senior Lecturer     | Long-term contract of not less than 5 yrs or equivalent, such as rolling 3-yr contract. Adj. for P-T appts | in 1st yr, 3 mo in 2nd yr, 6 mo thereafter, 12 mo | Plan 10 if appointed at 50% FTE or greater | Life: *****
|                     |                                                                                      |                        |                   | Provided by IU, 2 X salary to $50,000 maximum till age 65 Medical: ***** Optional (IU pays a portion) |

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** All non-student academic positions, part-time and full-time, are covered under the Federal Social Security Program (FICA).

*** No accumulation of time countable toward sick leave.

**** These policies and practices also apply to faculty members who assume administrative positions.

***** Optional accident insurance and supplemental life insurance plan available at employee’s expense.

****** Eligible if appointed at 100% FTE for 9 months or longer.
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<th>Sabbatical Leaves</th>
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<tbody>
<tr>
<td>Not eligible: time in this appointment will not count toward sabbatical if subsequently converted to faculty appointment</td>
<td>Eligible to apply</td>
<td>6 wks @ full pay; balance of semester @ half pay</td>
<td>Not eligible: time in this appointment will not count toward sabbatical if subsequently converted to faculty appointment</td>
<td>Required</td>
</tr>
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<td>Not eligible: time in this appointment will not count toward sabbatical if subsequently converted to faculty appointment</td>
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# Academic Instructional (Continued)*

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<th><strong>Retirement Plan</strong></th>
<th><strong>Insurance for 100% FTE Appointments</strong></th>
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</table>
| Adjunct Faculty & Lecturers | Normally 1yr or less    | At least 1 pay period prior to end of present appointment; notice comparable to that required for faculty is encouraged | Plan 10 if appointed at 50% FTE or greater | Life : ***** ***** 
Provided by IU, 2 X salary to $50,000 maximum till age 65 Medical: ***** Optional (IU pays a portion) |
| Visiting Faculty & Lecturers | 1 yr or less (2 yr max) | At least 1 pay period prior to end of present appointment. Notice comparable to that required for faculty is encouraged | Plan 10 if appointed at 50% FTE or greater | Life : ***** ***** 
Provided by IU, 2 X salary to $50,000 maximum till age 65 Medical: ***** Optional (IU pays a portion) |
| Clinical Appointments      | Long-term contract of not less than 5 yrs after probationary period of 1–7 yrs encouraged | Notice comparable to that required for faculty is encouraged | Plan 10 if appointed at 50% FTE or greater | Life : ***** ***** 
Provided by IU, 2 X salary to $50,000 maximum till age 65 Medical: ***** Optional (IU pays a portion) |

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<th>Termination Notice Due</th>
<th>Retirement Plan**</th>
<th>Insurance for 100% FTE Appointments</th>
</tr>
</thead>
</table>
| Senior, Associate, Assistant Scientist/ Scholar | As permitted by funding | At least 1 pay period prior to end of present appointment. Notice comparable to that required for faculty is encouraged | Plan 10 if appointed at 50% FTE or greater | Life: 
|                               |                     |                        |                   | ****** 
|                               |                     |                        |                   | ***** 
|                               |                     |                        |                   | Provided by IU, 2 X salary to $50,000 maximum till age 65 |
|                               |                     |                        |                   | Medical: 
|                               |                     |                        |                   | ****** 
|                               |                     |                        |                   | Optional (IU pays a portion) |
| Research Associate            | 1 yr or less        | At least 1 pay period prior to end of present appointment. Notice comparable to that required for faculty is encouraged | Plan 10 if appointed at 50% FTE or greater | Life: 
|                               |                     |                        |                   | ****** 
|                               |                     |                        |                   | ***** 
|                               |                     |                        |                   | Provided by IU, 2 X salary to $50,000 maximum till age 65 |
|                               |                     |                        |                   | Medical: 
|                               |                     |                        |                   | ****** 
|                               |                     |                        |                   | Optional (IU pays a portion) |
| Academic Specialist           | As permitted by funding | At least 1 pay period prior to end of present appointment. Notice comparable to that required for faculty is encouraged | Plan 10 if appointed at 50% FTE or greater | Life: 
|                               |                     |                        |                   | ****** 
|                               |                     |                        |                   | ***** 
|                               |                     |                        |                   | Provided by IU, 2 X salary to $50,000 maximum till age 65 |
|                               |                     |                        |                   | Medical: 
|                               |                     |                        |                   | ****** 
|                               |                     |                        |                   | Optional (IU pays a portion) |

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<tr>
<td>Postdoctoral Fellow</td>
<td>1 yr or less (3 yr maximum)</td>
<td>At least 1 pay period prior to end of present appointment; notice comparable to that required for faculty is encouraged</td>
<td>Plan 10 if appointed at 50% FTE or greater</td>
<td>Life: ****** ***** Provided by IU, 2 X salary to $50,000 maximum till age 65 Medical: ****** Optional (IU pays a portion)</td>
</tr>
<tr>
<td>Physician</td>
<td>Normally 1 yr (Indefinite by special arrangement)</td>
<td>At least 1 pay period prior to end of present appointment. Notice comparable to that required for faculty is encouraged</td>
<td>Plan 10 if appointed at 50% FTE or greater</td>
<td>Life: ****** ***** Provided by IU, 2 X salary to $50,000 maximum till age 65 Medical: ****** Optional (IU pays a portion)</td>
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<td>1 yr or less (Indefinite by special arrangement)</td>
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6 wks @ full pay; balance of semester @ half pay | Not eligible: time in this appointment will not count toward sabbatical if subsequently converted to faculty appointment | Encouraged but not required |
| Not eligible           | Not eligible       | ****** ***
6 wks @ full pay; balance of semester @ half pay | Not eligible: time in this appointment will not count toward sabbatical if subsequently converted to faculty appointment | Encouraged but not required |
| Not eligible           | Eligible to apply  | ****** ***
6 wks @ full pay; balance of semester @ half pay | Not eligible | Encouraged but not required |

* All full-time 12-month academic appointees are entitled to a one-month vacation. This is generally interpreted as 22 working days.
** All non-student academic positions, part-time and full-time, are covered under the Federal Social Security Program (FICA).
*** No accumulation of time countable toward sick leave.
**** These policies and practices also apply to faculty members who assume administrative positions.
***** Optional accident insurance and supplemental life insurance plan available at employee's expense.
****** Eligible if appointed at 100% FTE for 9 months or longer.
<table>
<thead>
<tr>
<th>Librarians*</th>
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<tbody>
<tr>
<td><strong>Title</strong></td>
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</tbody>
</table>
| Visiting Librarian | 1 yr or less (2 yr maximum) | At least 1 pay period prior to end of present appointment. Notice comparable to that required for faculty is encouraged | Plan 10 if appointed at 50% FTE or greater | Life: ******
Provided by IU, 2 X salary to $50,000 maximum till age 65
Medical: ******
Optional (IU pays a portion) |

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<table>
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<tr>
<th>Sabbatical Leaves</th>
<th>Leaves Without Pay</th>
<th>Sick Leave Plan</th>
<th>Tenure</th>
<th>Annual Review</th>
</tr>
</thead>
</table>
| Not eligible: time in this appointment will not count toward sabbatical if subsequently changed to non-visiting | Not eligible | ******
**** 6 wks @ full pay; balance of semester @ half pay | Not eligible | Not required |

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General Policies Applicable to All Academic Employees of Indiana University Bloomington

Code of Academic Ethics

PREAMBLE
The central functions of an academic community are learning, teaching, and scholarship. They must be characterized by reasoned discourse, intellectual honesty, mutual respect, and openness to constructive change. By accepting membership in this community, an individual neither surrenders rights nor escapes fundamental responsibilities as a citizen, but acquires additional rights as well as responsibilities to the entire University community. They do not require the individual to be passive and silent. They do require recognition of how easily an academic community can be violated.

INTRODUCTION

Applicability. The provisions of this Code apply to persons whose service to the University includes teaching, scholarship, librarianship, and academic administration. Such persons are referred to in the Code as “Academic Personnel.” References in the Code to “Faculty” include tenured members of the faculty, librarians, and persons whose service to the University may lead to tenure.

Organization. This Code contains two major sections: first, a statement of rights and responsibilities; and second, a statement of enforcement procedures. The first section is divided into three subsections. Of these, the first subsection, in seven parts, is a general statement of the rights and responsibilities of Academic Personnel adapted from the “Statement of Professional Ethics” adopted as policy by the American Association of University Professors in April 1966. The second subsection consists of representative responsibilities assumed with academic employment at Indiana University. The third subsection consists of the rules of conduct outlined in the prevailing Code of Student Rights, Responsibilities, and Conduct. It is assumed that academic personnel will accept without reservation those rules of conduct which are generally applicable within the University community and which are expressed at the moment within the student code.

The second section is also divided into three subsections. The first subsection deals with initiation of complaints, the second with appropriate administrative actions, and the third with reviews of administrative action.

A. RIGHTS AND RESPONSIBILITIES

I. General Statements

Scholarship. A scholar recognizes a primary responsibility to seek and to state the truth without bias. Striving to improve scholarly competence, continuing always to keep abreast of knowledge of his or her discipline, the scholar exercises critical self-discipline and judgment in using, extending, and transmitting knowledge, and practices intellectual honesty. Although subsidiary interests may be followed, these must never seriously hamper or
compromise freedom of inquiry.

**Teaching.** A teacher encourages the pursuit of learning in students, holding before them the best scholarly standards of the discipline. Respecting students as individuals, the teacher seeks to establish a relationship of mutual trust and adheres to the proper role as intellectual guide and counselor. The teacher makes every effort to foster honest academic conduct and to assure that the evaluation of students’ scholastic performance reflects their true achievement, with reference to criteria appropriate to the field of study. Any exploitation of students for private advantage is rejected and their significant assistance is acknowledged. The teacher protects their academic freedom and serves as an example of this principle by assuring that each student and colleague is free to voice opinions openly and to exchange ideas free from interference.

**Librarianship.** A librarian in the academic community is responsible for the collection and dissemination of information and materials and for services pertaining thereto in support of the teaching, research, and general learning functions to the University. A librarian is obligated to keep abreast of the latest developments in the profession and with processes and services to improve library service.

**Relations with Colleagues.** As colleagues, academic personnel have obligations that derive from common membership in the community of scholars. Such persons respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of responsibility for the governance of the University.

**Relations with Students.** With regard to relations with students, the term “faculty” or “faculty member” means all those who teach and/or do research at the University including (but not limited to) tenured and tenure-track faculty, librarians, holders of research, lecturer, or clinical appointments, graduate students with teaching responsibilities, visiting and part-time faculty, and other instructional personnel including coaches, advisors, and counselors.

The University’s educational mission is promoted by professionalism in faculty/student relationships. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty members and students that harm this atmosphere undermine professionalism and hinder fulfillment of the University’s educational mission. Trust and respect are diminished when those in positions of authority abuse or appear to abuse their power. Those who abuse their power in such a context violate their duty to the University community.

Faculty members exercise power over students, whether in giving them praise or criticism, evaluating them, making recommendations for their further studies or their future employment, or conferring any other benefits on them. All amorous or sexual relationships between faculty members and students are unacceptable when the faculty member has any professional responsibility for the student. Such situations greatly increase the chances that the faculty member will abuse his or her power and sexually exploit the student. Voluntary consent
by the student in such a relationship is suspect, given the fundamental asymmetric nature of the relationship. Moreover, other students and faculty may be affected by such unprofessional behavior because it places the faculty member in a position to favor or advance one student’s interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Therefore, the University will view it as a violation of this Code of Academic Ethics if faculty members engage in amorous or sexual relations with students for whom they have professional responsibility, as defined in number 1 or 2 below, even when both parties have consented or appear to have consented to the relationship. Such professional responsibility encompasses both instructional and non-instructional contexts.

1. Relationships in the Instructional Context. A faculty member shall not have an amorous or sexual relationship, consensual or otherwise, with a student who is enrolled in a course being taught by the faculty member or whose performance is being supervised or evaluated by the faculty member.

2. Relationships outside the Instructional Context. A faculty member should be careful to distance himself or herself from any decisions that may reward or penalize a student with whom he or she has or has had an amorous or sexual relationship, even outside the instructional context, especially when the faculty member and student are in the same academic unit or in units that are allied academically.

**Relation to the University.** Indiana University is committed to the concept of academic freedom and recognizes that such freedom, accompanied by responsibility, attaches to all aspects of a teacher’s or librarian’s professional conduct. Within this context, each person observes the regulations of the University, and maintains the right to criticize and to seek revision and reform. A teacher or librarian determines the amount and character of work done outside the University with due regard to paramount responsibilities within it. When considering interruption or termination of service, the teacher or librarian recognizes the effect of the decision upon the program of the University and gives due notice. Above all, he or she strives to be an effective teacher, scholar, librarian, or administrator.

**Relation to the Community.** As members of the community, academic appointees have the rights and obligations of any citizen. They should measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to the University. When they speak or write as citizens, they are free from institutional censorship or discipline. At the same time, their positions as members of a university and of a learned profession impose special responsibilities. When they speak or act as private persons, they will make it clear that they are not speaking or acting for the University. They will also remember that the public may judge their profession and the University by their utterances and conduct, and they will take pains to be accurate and to exercise restraint.
II. Specific Responsibilities

In addition to the preceding general statements of ethical performance within the academic profession, there are specific responsibilities that devolve upon the academic appointee who accepts a position at Indiana University. Observance of such specific responsibilities as the following is also a component of academic ethics.

1. A teacher will maintain a clear connection between the advance description and the conduct and content of each course presented to ensure efficient subject selection by students.

2. A teacher will clearly state the course goals and will inform students of testing and grading systems; moreover, these systems should be intellectually justifiable and consistent with the rules and regulations of the academic division.

3. A teacher will plan and regulate class time with an awareness of its value for every student and will meet classes regularly.

4. A teacher will remain available to students and will announce and keep liberal office hours at hours convenient to students.

5. A teacher will strive to develop among students respect for others and their opinions by demonstrating his or her own respect for each student as an individual, regardless of race, sex, national origin, religion, age, or physical handicap.

6. A teacher will strive to generate a proper respect for an understanding of academic freedom by students. At the same time, a teacher will emphasize high standards and strive to protect students from irrelevant and trivial interruptions or diversions.

7. Since letters of evaluation written by a teacher may be uniquely important documents in both the academic and post-university life of a student, each teacher will strive to make such letters both candid and fair.

8. A librarian recognizes the need for continual development, maintenance and improvement of standard and specialized bibliographical resources.

9. A librarian cooperates with the teaching and research faculty to develop the collection in support of the curricular offerings of the academic community.

10. A librarian recognizes intellectual and professional obligations to the patron, the University, and the community at large.

11. A librarian has an obligation to recommend and make improvements in library service.

12. A librarian accepts the responsibility for the care and preservation of library materials.

13. Academic personnel will strive to protect not only their own right to freedom of inquiry, teaching, and expression but also their colleagues’ right to the same freedoms.

14. In the interest of avoiding actual or perceived conflict of interest, academic personnel should not directly supervise employees with whom they are having sexual or amorous relationships. Academic supervisors shall disqualify themselves from employment-related decisions concerning such employees and, in consultation with the employee involved and other appropriate persons, the Dean of the Faculties or other equivalent
campus administrator shall take steps for the appointment of a surrogate supervisor.

15. While in the classroom, academic personnel should refrain from adverse personal comments about their colleagues. At all times, academic personnel should exercise restraint and discretion in comments about other courses or divisions in the University.

16. Constructive criticism of colleagues is sometimes necessary in the interest of the individual criticized or the entire University community. To be constructive, however, such criticism should be channeled, in confidence, toward those persons (preferably the individual concerned, but also academic superiors, faculty committees, or administrative officers) who have the power to correct or influence conduct in a constructive way. Indiscriminate criticism or gossip about colleagues is condemned.

17. Each academic person retains the right to criticize and to seek to remedy, by appropriate means, regulations and policies of the University. Among means deemed inappropriate are: acts of physical violence against members or guests of the University community; acts which interfere with academic freedom, freedom of speech, or freedom of movement; and acts of destruction of University property. It is equally inappropriate to advise others to commit such acts.

18. If criticizing the University, the academic person should be aware of ameliorative procedures that exist within the University and should use these procedures in preference to conducting public criticisms of the institutions or any of its divisions.

19. Each academic person will insure that outside commitments do not interfere in terms of time, energy, or conflict of interest with obligations to the University. As a safeguard against such interference, each will:
   a. report to an appropriate authority plans to engage in gainful activities of an extensive, recurring, or continuing nature; and
   b. notify an appropriate authority of any invitation to serve as advisor or consultant to an agency granting money to the University.

20. He or she will give adequate notice of interruption or termination of service. In order that instructional programs will not be interrupted, before leaving, the academic person will:
   a. complete all normal duties;
   b. provide complete records of grades and similar data to departmental chairpersons; and
   c. provide properly for incomplete class and thesis work.

21. He or she will work with colleagues individually and collectively toward furthering both personal and group interests so long as such cooperation does not require violation of intellectual and moral integrity.

22. Each academic person will accept a share of the obligation for helping the University function smoothly as a living and vigorous organization. Toward achieving this goal, each will serve on committees, accept a reasonable bur-
den of administrative duties, and work cooperatively with administrative officers of the University in order to further all the legitimate goals of the institution.

**III. Responsibilities as University Citizens**

In retaining the rights to speak and act as citizens of the communities in which they dwell, academic personnel must assume as well the responsibilities which are incumbent upon the citizenship. Academic personnel, therefore, accept and adopt the provisions of the *Indiana University Code of Student Rights, Responsibilities, and Conduct* pertaining to personal misconduct on University property (Part III, Section B), which is printed below.

The university may discipline a student for the following acts of personal misconduct which occur on university property:

1. Dishonest conduct including, but not limited to, false accusation of misconduct; forgery, alteration, or misuse of any university document, record, or identification; and giving to a university official information known to be false.

2. Initiating or circulating a report or warning concerning an impending bombing, fire, or other emergency or catastrophe, knowing that the report is false; making a false report concerning a fire or that a bomb or other explosive has been placed in any university building or elsewhere on university property; or transmitting such a report to an official or an official agency.

3. Release of access codes for university computer and duplicating systems and other university equipment to unauthorized persons; use of an access code for a purpose other than that stated on the request for service.

4. Lewd, indecent, or obscene conduct.

5. Disorderly conduct that interferes with teaching, research, administration, or other university or university-authorized activity.

6. Actions that endanger the student, the university community, or the academic process.

7. Failure to comply with the directions of authorized university officials in the performance of their duties, including failure to identify oneself when requested to do so; failure to comply with the terms of a disciplinary sanction.

8. Unauthorized entry, use, or occupancy of university facilities; refusal to vacate a university facility when directed to do so by an authorized official of the university.

9. Unauthorized taking or possession of university property or services; unauthorized taking or possession of the property or services of others.

10. Damage to or destruction of university property or of property on university premises belonging to others.

11. Unauthorized setting of fires on university property; unauthorized use of or interference with fire equipment.

12. Unauthorized possession, use, manufacture, distribution, or sale of illegal fireworks, incendiary devices, or other dangerous explosives.

13. Possession of firearms or other weapons on university property.
contrary to law; possession or display of any firearm on university property frequented by the public, except, in the course of an authorized activity, possession of weapons in residence halls on university property in violation of residence hall rules; and intentional possession on university property of a dangerous article or substance as a potential weapon.

14. Acting with violence; and aiding, encouraging, or participating in a riot.

15. Sexual harassment, as defined in section I.A.3 of this code.

16. Harassment based on sexual orientation, as defined in section I.A.4 of this code.

17. Racial harassment, as defined in section I.A.5 of this code.

18. Hazing, defined as any conduct which subjects another person, whether physically, mentally, emotionally, or psychologically, to anything that may endanger, abuse, degrade, or intimidate the person as a condition of association with a group or organization, regardless of the person’s consent or lack of consent.

19. Physical abuse of any person, including the following:
   a. The use of physical force or violence to restrict the freedom of action or movement of another person or to endanger the health or safety of another person;
   b. Physical behavior that involves an express or implied threat to interfere with an individual’s personal safety, academic efforts, employment, or participation in university-sponsored extracurricular activities and causes the person to have a reasonable apprehension that such harm is about to occur; or
   c. Physical behavior that has the purpose or reasonably foreseeable effect of interfering with an individual’s personal safety, academic efforts, employment, or participation in university sponsored extracurricular activities and causes the person to have a reasonable apprehension that such harm is about to occur.

20. Verbal abuse of another person, including the following:
   a. An express or implied threat to:
      (1) Interfere with an individual’s personal safety, academic efforts, employment, or participation in university sponsored activities; or
      (2) Injure that person, or damage his or her property; and under the circumstances causes the person to have a reasonable apprehension that such harm is about to occur; or
   b. “Fighting words” that are spoken face-to-face as a personal insult to the listener or listeners in personally abusive language inherently likely to provoke a violent reaction by the listener or listeners to the speaker.

21. Unauthorized possession or use of alcoholic beverages.
   a. The following actions are prohibited by Indiana University:
      (1) Use or possession of alcoholic beverages on university property, or in the course of a university activity or student organization activity, contrary to law;
(2) Use or possession of alcoholic beverages in any undergraduate residence supervised by the university, including fraternity and sorority houses;
(3) Use or conspicuous possession of alcoholic beverages in or on any property of the university frequented by the public, except in areas specifically designated by the chief administrative officer of the campus.

b. The possession or use of alcoholic beverages is not forbidden in the following areas of the university unless otherwise prohibited by law:
(1) In designated graduate housing and residence hall buildings designated as restricted to students who are twenty-one years of age or older, including residence rooms and certain common areas approved for such purpose by the Dean of Students. The Dean of Students may enact rules to regulate such use or possession.
(2) In designated undergraduate residences supervised by the university when temporary permission is granted by the Dean of Students for events at which persons twenty-one years of age or older may lawfully possess and use alcoholic beverages.
(3) In designated family housing, including residence rooms, apartments and certain common areas approved for such purpose by the Dean of Students. The Dean of Students may enact rules to regulate such use or possession.
(4) In Union Buildings, including guest rooms and certain other areas specifically approved by the chief administrative officer of the campus.

(5) In other areas, such as private offices and faculty lounges, not accessible to the public and specifically approved by the chief administrative officer of the campus.

c. Student organizations that serve or permit possession of alcoholic beverages at student organization functions, on or off campus, may be disciplined if violations of alcoholic beverage laws or of university regulations occur. Individual students who plan, sponsor, or direct such functions also may be subject to discipline.

22. Unauthorized possession or use of illegal drugs.
a. The following actions are prohibited by Indiana University:
(1) Use or possession of any drug or controlled substance, or of drug paraphernalia, on university property or in the course of a university activity or student organization activity, contrary to law. It is not a violation of university regulations for students to possess such drugs or controlled substances if they are possessed under the terms of a valid and legal prescription for such drugs or controlled substances.
(2) Use of university facilities to manufacture, process, or distribute any drug or controlled substance contrary to law.
(3) Sale, gift, or transfer of drugs, controlled substances, or
drug paraphernalia to Indiana University students, whether or not such sale, gift, or transfer occurs on university property or in the course of a university activity or student organization activity.

b. The term “controlled substance” is defined in Indiana law, and includes, but is not limited to, substances such as marijuana, cocaine, narcotics, certain stimulants and depressants, and hallucinogens.

23. Violation of other published university regulations, policies, or rules.

24. A violation of any Indiana or federal criminal law.

B. ENFORCEMENT PROCEDURES

I. Initiation of Complaints

Any concerned person may initiate complaints about alleged violations of this code. Such complaints should be brought to the attention of an appropriate chairperson or dean, or to the appropriate Dean of the Faculties or his or her deputy; the Dean of Faculties shall provide for confidential representations regarding such violations. Charges of discriminatory practice may be referred also to the appropriate Affirmative Action Officer.

II. Administrative Action on Violations of Academic Ethics

The line of administrative action in cases of alleged violation of academic ethics shall be the chairperson; the academic dean; the appropriate Dean of the Faculties; the appropriate Chancellor; a Vice President, where appropriate; and the President. Subject to the substantive standards of University tenure policy and the procedural safeguards of the faculty institutions, sanctions appropriate to the offense should be applied by the academic administrators. Possible sanctions include the following: reprimand, consideration in establishing annual salary, consideration in promotion decisions, consideration in tenure decisions, retention of salary, termination of employment, and immediate dismissal.

III. Review of Administrative Action

Academic appointees affected by administrative action taken against them on grounds of violation of the Code of Ethics, whether or not the action resulted from proceedings provided in this Code, shall have such rights as are provided by the rules governing appeals to the Faculty Board of Review (or to an Associate Instructor Board of Review) of the appropriate campus. Appointees also have the rights of hearing and appeal provided by any other procedure of the University for the review of administrative action.

(University Faculty Council, November 3, 1970; Board of Trustees, December 19, 1970; Amended: University Faculty Council, November 30, 1976; February 11, 1986; February 11, 1992; October 3, 1996; Board of Trustees, December 13, 1996)
Domestic Partner Benefits

On September 14, 2001, the Trustees of Indiana University passed a resolution approving the provision of benefits to same-sex domestic partners of Indiana University employees and students who demonstrate that they are in a verifiable committed relationship.

In order for an employee to receive domestic partner benefits, he or she will need to register the domestic partnership with the university by requesting an Affidavit of Domestic Partnership form from the Office of Human Resources.

Sick Leave

In case of illness of any full-time academic appointee he or she shall be paid six weeks’ full salary during the illness and 50% for the balance of the semester in case the illness continues that long. Where prognosis for early recovery is favorable, the University may, upon recommendation of the chairperson or immediate supervisor followed by concurrence of the appropriate dean or Vice President or Chancellor, extend the period of sick leave beyond the limits of one semester to a total maximum of six weeks at full pay and nine additional weeks at one-half pay. Beyond such periods or upon recognition that the illness will be more prolonged, the individual shall be placed on leave without pay.

(Board of Trustees, January 20, 1973)

Pregnancy and Childrearing Leaves

Medical disabilities of any employee resulting from pregnancy (including pre-delivery, delivery, and post-partum medical needs, and complications of pregnancy and/or childbirth, and termination of pregnancy whether by miscarriage or by abortion) are to be treated as are any other temporary medical disabilities for purposes of granting sick leave, regardless of marital status.

A pregnant academic appointee may take, but is not required to take, a leave, to be known as a pregnancy leave, extending from up to two weeks prior to expected delivery date through up to four weeks following delivery and such additional time as is medically required. Such pregnancy leave shall be considered to be necessitated by disabilities resulting from pregnancy.

Appointees on pregnancy leave shall be paid up to six weeks’ full salary during the leave and 50% for the balance of the semester when medically required. Upon recommendation of the chairperson or immediate supervisor followed by concurrence of the appropriate dean or Vice President or Chancellor, the period of pregnancy leave can be extended beyond the limits of a semester to a total maximum of six weeks at full pay and nine additional weeks at one-half pay when medically required. Beyond such periods or upon recognition that the disability will be more prolonged, the individual shall be placed on leave without pay.

A reasonable number of childrearing leaves shall be available under rules normally governing leaves without pay to both mothers and fathers, under
conditions mutually agreed upon between an individual and his or her department head.

Pregnancy and childrearing shall be considered a permissible purpose for applying for a leave without pay and shall be available as prescribed by the policy on leave without pay, to all academic appointees.

(Board of Trustees, June 29, 1974)

The Family and Medical Leave Act of 1993


The Family and Medical Leave Act of 1993 (FMLA) was enacted on February 5, 1993.

The new law is effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) is in effect on that date, the Act becomes effective on the expiration date of the CBA or February 5, 1994, whichever is earlier.

The U.S. Department of Labor’s Employment Standards Administration, Wage and Hour Division, administers and enforces FMLA for all private, state and local government employees, and some federal employees.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons. An eligible employee's right to FMLA leave begins on August 5, 1993; any leave taken before that date does not count as FMLA leave.

The law contains provisions on employer coverage; employee eligibility for the law’s benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protections for employees who request or take FMLA leave. The law also requires employers to keep certain records.

Employer Coverage

FMLA applies to all:
- public agencies, including state, local and federal employers, local agencies (schools), and
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce—including joint employers and successor of covered employers.

Employee Coverage

To be eligible for FMLA benefits, an employee must:
1. work for a covered employer;
2. have worked for the employer for a total of at least 12 months;
3. have worked at least 1,250 hours over the previous 12 months; and
4. work at a location where at least 50 employees are employed by the employer within 75 miles.

Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management and the Congress.

Leave Entitlement

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any
12-month period for one or more of the following reasons:
• for the birth or placement of a child for adoption or foster care;
• to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
• to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not parent-in-law) who has a serious health condition.

Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently—which means taking leaves in blocks of time, or by reducing their normal weekly or daily work schedule. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer’s approval. FMLA leaves may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee. In no case can use of paid leave be credited as FMLA leave after the leave has ended.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
• any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility;
• any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
• continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care.

“Health care provider” means:
• doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
• podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or,
• nurse practitioners and nurse-midwives authorized to practice, and performing within the scope of their practice, as defined under state law; or
• Christian Science practitioners
listed with the First Church of Christ, Scientist in Boston, MA.

**Maintenance of Health Benefits**
A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangement will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

**Job Restoration**
Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee’s use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Under specified and limited circumstances where restoration of employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid “key” employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a “key” employee in response to the employee’s notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA after giving his notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A “key” employee is a salaried “eligible” employee who is among the highest paid ten percent of employees within 75 miles of the work site.

**Notice and Certification**
Employees seeking to use FMLA leave may be required to provide:

- 30-day advance notice of the need to take FMLA leave when the need is foreseeable;
- medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions and periodic recertification (at the employer’s expense); and
- periodic reports during FMLA leave regarding the employee’s status and intent to return to work.

When leave is needed to care for an immediate family member or the employee’s own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer’s operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer
that willfully violates this posting requirement may be subject to a fine of up to $100 for each separate offense. Also, covered employers must inform employees of their rights and responsibilities under FMLA, including specific information when an employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

Unlawful Acts
It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

Enforcement
FMLA is enforced, including investigation of complaints, by the U.S. Labor Department’s Employment Standards Administration, Wage and Hour Division. If violations cannot be satisfactorily resolved, the Department may bring action in court to compel compliance. An eligible employee may also bring a private civil action against an employer for violations.

Other Provisions
Special rules apply to employees of local education agencies [not to colleges, universities, trade schools and pre-schools]. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the “salary basis” requirements for FLSA’s exemption extends only to “eligible” employees’ use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer’s obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

Further Information
For more information, please contact the nearest office of the Wage and Hour Division (317) 226-6801, as listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.
Indiana University Partially-Paid Family Leave Policy

After one year of service and with a frequency not to exceed once every three years, a full-time academic appointee is eligible for a partially-paid leave:

1. For the birth or adoption of a child by the academic appointee or the academic appointee’s spouse, which leave must be concluded within twelve (12) months of the birth of the child or within twelve (12) months of the date on which the child is placed for adoption with the academic appointee.

2. For the serious health condition of the academic appointee’s spouse, child, or parent, when the academic appointee is the primary or co-primary caretaker.

The partially-paid leave shall be for a period not to exceed fifteen (15) weeks or the end of the semester, whichever occurs first.

During the partially-paid leave, the academic appointee shall be paid an amount not to exceed two-thirds of the appointee’s salary. Contributions to the appointee’s retirement plan during this period of leave shall be based on the reduced salary actually paid.

During the period of leave, the academic appointee, other than a librarian or a clinical faculty member, is relieved from teaching duties while continuing research, creative work and service activities. Upon return to regular duties, the academic appointee shall not be required to assume a heavier teaching load than normal. The continuing duties of a librarian or of a clinical faculty member during the period of leave shall be negotiated by the academic appointee and the dean of the academic appointee’s school or designee of the dean, and said continuing duties shall approximate the proportion of salary received during the leave. Upon return from leave, a librarian or clinical faculty member shall not be required to assume more duties than usual.

Each campus chancellor shall appoint a panel of faculty and administrators to approve leaves requested pursuant to the terms of this policy and to ensure that the leaves are in compliance with this policy.

The portion of salaries and benefits that are not paid to the academic appointees who receive leave pursuant to this policy shall create a funding pool to hire temporary replacements as necessary. The campus shall determine whether the funding pool is campus-wide or in some cases school-wide.

Leave taken pursuant to this policy shall count as all or part of the federal Family and Medical Leave Act requirements.

This policy is effective until June 30, 2004. At that time it will be reviewed and may be renewed by the affirmative action of the Board of Trustees upon the recommendation of the faculty and administrators of the University.

(University Faculty Council, April 8, 1997; Board of Trustees, May 8, 1998; June 22, 2001)
Vacation Policy for Twelve-Month Academic Staff

1. Vacations are allowed and encouraged for the purpose of increasing individual efficiency and usefulness of the academic staff.
2. All twelve-month academic appointees are entitled to one month’s vacation with full compensation for each calendar year.
3. Vacation time is not cumulative, i.e., if vacation time is not taken during one year the individual is not entitled to two months’ vacation during the next year.
4. During a vacation period for which an individual receives his or her regular monthly compensation, it is understood that he or she shall not accept or receive compensation for full time employment elsewhere.
5. Although vacations need not be taken at the same time each year, the vacation period in any year should not follow immediately the vacation period of the preceding year.
6. No academic appointee can expect additional compensation in lieu of vacation.

(Bloomington Faculty Council, March 7, 1967)

Vacation Policy Amendment

The Faculty Council has recommended a change in vacation policy for academic staff on twelve months’ appointment to allow them one month’s vacation with full compensation for each calendar year, not to be accumulative. The present statement has been interpreted by some departments to mean that no person on a twelve months’ academic appointment could have terminal leave, and this revision is intended to correct the inequities and inconsistencies that have arisen in interpretation of the policy.

(Board of Trustees, April 21, 1967)

Research Leave Supplement Guidelines

Research Leave Supplements are available to Bloomington faculty and librarians who receive prestigious, nationally competitive fellowships or research related awards. A representative list of eligible fellowships is suggested below:

1. Fully Funded Awards
   • Guggenheim
2. Awards Partially Funded (Representative)
   • ACLS
   • Fulbright Research
   • Humboldt
   • NEH
   • Mellon
   • Rockefeller
   • Sloan

2. Awards Not Covered (Representative)
   • Fulbright Teaching Grants
   • grant-supported salaries
   • ordinary leaves-without-pay
   • research associateships
   • visiting positions at other institutions
   • memberships at research institutions or centers.

The Research Leave Supplement application should include a recommendation from the department chairperson or school dean. Applications should include a copy of the
award letter from the funding agency that indicates the amount and duration of the fellowship. If the fellowship is not on the representative list, the application should include a statement from the chair or other faculty member familiar with the fellowship that compares the prestige of the fellowship to those on the representative list.

Recipients of Research Leave Supplements are eligible to receive up to 60 percent of their base salary during the period of the Leave, with the actual amount determined by the financial sacrifice. The applicant must disclose all salaries, fellowship monies, fringe benefits, per diem, etc., available to him/her during the proposed leave. The financial sacrifice is calculated on base salary, less the amount of the fellowship monies and other income. Funds specified explicitly for research or travel expenses will be excluded from this calculation. If the sacrifice amount is less than 60 percent of the base salary, the Supplement award will be the sacrifice amount; otherwise it will be 60 percent of the base salary. The 60 percent of base salary will be paid as follows: the Office of the Bloomington Chancellor will provide 10 percent of the supplement, with the dean of the applicant’s school and the Office of Research and the University Graduate School each providing 25 percent of the supplement. The exception to this policy will be for Guggenheim recipients whose Research Leave Supplement will be funded up to 60 percent of base salary from the three offices as described above and “topped up” to 100 percent by the recipient's school. The University will continue to pay its share of the recipient’s health insurance during the research leave, and will continue life insurance coverage for three months. Recipients then have the option of continuing life insurance coverage at the rate of approximately $16 per month. Arrangements can also be made by recipients to pay retirement contributions from the Supplement if they wish.

Research Leave Supplements are subject to the following restrictions:
1. Recipients must agree to reimburse Indiana University in the amount of the Research Leave Supplement should they fail to return to Indiana University for at least one academic year following the research leave.
2. The Research Leave Supplement Program is designed specifically for individuals who must take a Leave Without Pay in order to accept a prestigious external fellowship. Awards will not be made to persons who are eligible for a sabbatical leave or who are on a sabbatical leave during the same academic year.
3. Research Leave Supplements will not be awarded to individuals in two consecutive years. Total Research Leave Supplements and sabbatical leaves are also restricted to no more than three awards in five years, and no more than four awards in ten years. An exception will be made for Guggenheim fellowships; they will not be counted toward these limitations.

(Bloomington Faculty Council, April 7, 1981; revised June 1997, June 2002)
Court Service

Employees who have been subpoenaed will be allowed leave with pay when serving as a witness, and those called for jury duty will be allowed their regular compensation for their period of service as jurors.

(Board of Trustees, December 20, 1942)

Military Tours of Duty

The Board concurred in amending our personnel policy to comply with the 1951 statute of the General Assembly:

Persons “who are members of the Indiana National Guard or of the reserve components or the retired personnel of the naval, air, or ground forces, shall be entitled to leave of absence from their respective duties, without loss of time or pay for such time as the members of the National Guard are in the military service on training duties of the state of Indiana under the order of the governor as commander-in-chief, or as members of any reserve component under the orders of the component authority thereof, for periods not to exceed fifteen days in any one calendar year.”

(Board of Trustees, May 8, 1951)

Fee Courtesy

Note that fee courtesy benefits are provided only at the resident rate. Employees who choose to take courses while classified as a nonresident will be responsible for the nonresident portion of their fees. Note also the residency requirements below, which apply to the fee courtesy policies that follow:

US citizens or permanent residents, 21 years of age or older, are eligible for resident student status after residing in Indiana for 12 consecutive months for a predominant purpose other than to attend an institution of higher education, following which they must apply to the Office of the Registrar for resident student status. Persons 21 years of age or older who are not eligible to remain in the United States permanently (any type of visa status), are not eligible for resident student status. Dependent children under age 21 are eligible for resident student status if their parents, regardless of visa status, reside in Indiana. There is no 12 month requirement for dependent children under age 21. For more information regarding residence classification, please contact the Office of the Registrar (855-2464) or refer to their web site at http://registrar.indiana.edu/Services/residency.html.

Eligibility

The following categories of individuals associated with Indiana University are eligible for the Fee Courtesy benefit:

- Appointed full-time (100%) Faculty and Staff on at least a nine-month appointment by the end of the first week of the semester or session.
- Appointed full-time (100%) Faculty and Staff on an approved leave of absence.
- Individuals with IU Retiree status.
• Disabled former employees receiving long-term disability benefits from a University-sponsored plan, Social Security Administration, or PERF.
• The spouse and dependent children of an individual in any of these categories.

For Employees and Retirees
The Fee Courtesy value is 100% of the resident rate for the first three credit hours per semester or combined summer sessions, and 50% of the resident rate for the next three credit hours per semester or combined summer sessions.

Fee Courtesy is applicable to independent study courses. Fifty percent (50%) of the fee is to be paid at the time of registration, which is refunded upon completion of the course with a grade of R, S, P or C or higher.

Fees for credit/audit hours exceeding a total of six per semester or combined summer sessions are excluded from Fee Courtesy consideration.

If the employee does not obtain a grade of R, S, P or C or higher in the course(s) covered by the 100% Fee Courtesy, the campus Bursar will bill the employee for one-half of the fee courtesy benefit. If payment is not made by the due date the debt will be satisfied through payroll deduction.

If the employee withdraws after the 100% fee refund period from hours covered by the 100% Fee Courtesy, the campus Bursar will bill the employee for one-half of the forfeited fee amount. If payment is not made by the due date, the debt will be satisfied through payroll deduction.

Excluded from Fee Courtesy are special fees such as those for applied music, student teaching, laboratories, education early experience, dissertation research (G901), rental of special equipment or facilities, and fees for non-credit courses.

Approval of the Department Head is necessary when classes are scheduled during the Staff employee’s working hours.

Retroactive applications for Fee Courtesy will not be honored beyond the current fiscal year (July 1–June 30). For summer classes that overlap the fiscal year, applications will be honored through the fiscal year in which the class ends.

If the application form has not been completed and approved in sufficient time prior to registration, the student will be required to make payment in full by the due date. A refund will subsequently be made upon approval of the application.

For the spouse/domestic partner of an eligible employee or Retiree
The Fee Courtesy value is 50% of the resident undergraduate rate, up to a maximum of three credit or audit hours per semester or combined summer session.

Fee Courtesy is applicable to independent study courses at 50% of the appropriate rate.

Fees for credit or audit hours in excess of three per semester or combined summer sessions will be billed at the full rate.

Excluded from Fee Courtesy are special fees such as those for applied music, student teaching, laboratories, education early experience, dissertation research (G901), rental of special equipment or facilities, and fees for non-credit courses.

Retroactive applications for Fee
Courtesy will not be honored beyond the current fiscal year (July 1–June 30). For summer classes that overlap the fiscal year, applications will be honored through the fiscal year in which the class ends.

If the application form has not been completed and approved in sufficient time prior to registration, the student will be required to make payment in full by the due date. A refund will subsequently be made upon approval of the application.

For the dependent child of an eligible individual

A dependent child is defined as:
- a child, stepchild, or a child whose legal guardian is an eligible individual, or a child of a deceased parent or guardian who was eligible at the time of death (provided the child was a legal dependent at the time and remains a dependent of a surviving spouse), and on the first day of the session:
  - is under 24 years of age for which Fee Courtesy is being sought, and
  - is unmarried, and
  - has the same home address as at least one parent, and
  - is not determined “independent” for financial aid purposes.

The Fee Courtesy value is 50% of the resident undergraduate rate.

Fee Courtesy is applicable to independent study and Advanced College Project courses.

Dependent children who have received a baccalaureate degree or have completed 140 credit hours (including transfer hours) are not eligible for fee courtesy benefits.

Fee Courtesy will be discontinued at the end of the semester or session in which the child ceases to be dependent, or in which the employee’s employment is terminated for reasons other than retirement, disability or death.

Excluded from Fee Courtesy are special fees such as those for applied music, student teaching, laboratories, education early experience, dissertation research (G901), rental of special equipment or facilities, and fees for non-credit courses.

Retroactive applications for fee courtesy will not be honored beyond the current fiscal year (July 1–June 30). For summer classes that overlap the fiscal year, applications will be honored through the fiscal year in which the class ends.

If the application form has not been completed and approved in sufficient time prior to registration, the student will be required to make payment in full by the due date. A refund will subsequently be made upon approval of the application.

Appeals

Applicants who feel they have been unjustly denied the benefits of this policy may present a written appeal to the FeeCourtesy Appeals Committee in care of their respective campus Human Resources office. The campus Human Resources office will forward the appeal, along with pertinent data and comments, to the University Director of Benefits Programs.

Enrollment Provisions

Applications for Fee Courtesy cover one academic year, beginning with Summer Sessions. Application forms are available from the campus Human Resources Office. Completed forms should be submitted to the campus of enrollment, which may be different
from the campus of employment. Applications are due by March 1. Late applications may mean that the applicant will have to pay all fees and wait for reimbursement from the Office of the Bursar. A new application must be submitted for each academic year.

Plan Contributions
The Fee Courtesy benefit plan is completely funded by Indiana University.

Graduate Fee Taxation
Fee Courtesy for graduate level courses is treated as taxable income under 1996 Federal legislation. In accordance with IRS regulations, the University withholds these taxes from the employee’s pay. The employee’s pay notice includes the amount of Fee Courtesy benefits counted as taxable income.

Policy Against Sexual Harassment
Harassment on the basis of sex is a violation of federal and state law. Indiana University does not tolerate sexual harassment of its faculty, staff, or students. Individuals who believe they are victims of sexual harassment, as well as those who believe they have observed sexual harassment, are strongly urged to report such incidents promptly. Indiana University will investigate every sexual harassment complaint in a timely manner and, when there is a finding of sexual harassment, take corrective action to stop the harassment and prevent the misconduct from recurring. The severity of the corrective action, up to and including discharge or expulsion of the offender, will depend on the circumstances of the particular case.

Once a person in a position of authority at Indiana University has knowledge, or should have had knowledge, of conduct constituting sexual harassment, the university could be exposed to liability. Therefore, any administrator, supervisor, manager or faculty member who is aware of sexual harassment and condones it, by action or inaction, is subject to disciplinary action.

A. Definitions
Following federal guidelines, Indiana University defines sexual harassment 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 or academic advancement;
2. submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual’s work or academic performance or creating an intimidating, hostile, or offensive working or learning environment.

B. Application
This University policy is designed to protect all members of the University community. It applies to relationships
among peers as well as to superior/subordinate relationships. It also applies to all individuals, regardless of their gender or sexual orientation.

C. Provisions

1. Faculty, staff, and students have the right to raise the issue of sexual harassment. Further harassment against complainants or retaliation against complainants or others who participate in the investigation of a complaint will not be tolerated. Appropriate and prompt disciplinary or remedial action will be taken against persons found to be engaging in such further harassment.

2. The university will deal with reports of sexual harassment in a fair and thorough manner, which includes protecting, to the extent possible, and to the extent permitted by law, the privacy and reputational interests of the accusing and accused parties.

3. Education is the best tool for the prevention and elimination of sexual harassment. Each dean, director, department chair, and/or administrative officer is responsible within his/her area of jurisdiction for the implementation of this policy, including its dissemination and explanation.

4. It is the obligation and shared responsibility of all members of the University community to adhere to this policy.

(University Faculty Council, March 10, 1998; Board of Trustees, June 15, 1998)

Equal Employment Opportunity/Affirmative Action Policy of Indiana University

WHEREAS, the University Faculty Council has requested that this Board approve a Policy Statement entitled “Equal Opportunity/Affirmative Action Policy of Indiana University” adopted by the Council at its October 13, 1992, meeting that reads as follows:

“Indiana University pledges itself to continue its commitment to the achievement of equal opportunity within the University and throughout American society as a whole. In this regard, Indiana University will recruit, hire, promote, educate, and provide services to persons based upon their individual qualifications. Indiana University prohibits discrimination based on arbitrary considerations of such characteristics as age, color, disability, ethnicity, gender, marital status, national origin, race, religion, sexual orientation, or veteran status.

Indiana University shall take affirmative action, positive and extraordinary, to overcome the discriminatory effects of traditional policies and procedures with regard to the disabled, minorities, women, and Vietnam-era veterans.”

and, WHEREAS, this Board considers the Policy Statement to be consistent with expectations held by the students, staff and faculty of this University;

RESOLVED, that this Board now approves and adopts the Policy Statement set out above as the Equal Opportunity/Affirmative Action Policy of Indiana University, superseding and replacing previous policy state-
ments, and reaffirms its support of the ROTC program as set forth by its Resolution adopted in its meeting of May 3, 1991.

(Board of Trustees, December 4, 1992)

Anti-Nepotism Policy
   a. No person shall be recommended for employment on an appointment basis who is related by blood or marriage to a member of the State Board of Education, or to a member of the Board of Trustees of Indiana University.
   b. It is contrary to University policy that any full-time, part-time, or temporary employee be employed in or transferred to a position which establishes an immediate supervisor/employee relationship between two individuals who are related by blood or marriage.
   c. The degrees of relationship included in the above restrictions are as follows. By blood: Parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousin. By marriage: Husband, wife, stepparent, stepchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-sister, half-brother, uncle, aunt, nephew, niece.
   d. Determination of "immediate supervision" in each instance is made by the appropriate Vice President or Chancellor, who takes into account the day-to-day functions of supervision and whether or not the supervisor is the sole person competent to judge such issues as hiring, retention, promotion, and salary. The Vice President or Chancellor brings to the attention of the Board of Trustees, before appointment or transfer, instances in which two members of the same family will be employed in the same unit; the Vice President or Chancellor will demonstrate that immediate supervision is not involved.
2. In the event of marriage between University appointees creating a relationship not in accord with the provisions of paragraph 1.b., one of the persons affected must give up that position by end of the fiscal year or within six months from the date the relationship was established, whichever is the greater period, but may be re-employed in another position compatible with the provisions of paragraph 1.b.
3. In the recruitment of new academic appointees, the University adheres strictly to its current anti-nepotism policy. Because the implementation of this policy may work a severe hardship on current employees and may tend to cause more of an adverse impact upon one sex than another, the administration is authorized to institute alternative procedures on a trial basis to cover situations of potential nepotism involving current employees. These procedures are to be carefully monitored and evaluated.
4. Stipends to students as scholar-
ships, fellowships, or assistantships shall not constitute employment within the provisions of this regulation.

(Board of Trustees, May 31, 1940; March 26, 1960; June 29, 1974)

5. Whenever a person recommending, or considering the acceptance of, an appointment to a staff, faculty, or other position has reason to believe that a relationship by blood or marriage of the kind described exists or may exist, he should report the facts to the Office of University Counsel and campus Chancellor or Vice President of the unit so that a determination may be made prior to the actual appointment.

(Administrative Practice)

Indiana State Statue—“Ghost Employment”

Indiana State Statute IC 35-44-2-4

Sec. 4.

(a) A public servant who knowingly or intentionally:
1. hires an employee for the governmental entity that he serves; and
2. fails to assign to the employee any duties, or assigns to the employee any duties not related to the operation of the governmental entity; commits ghost employment, a Class D felony.
(b) A public servant who knowingly or intentionally assigns to an employee under his supervision any duties not related to the operation of the governmental entity that he serves commits ghost employment, a Class D felony.
(c) A person employed by a governmental entity who, knowing that he has not been assigned any duties to perform the entity, accepts property from the entity commits ghost employment, a Class D felony.
(d) A person employed by a governmental entity who knowingly or intentionally accepts property from the entity for the performance of duties not related to the operation of the entity commits ghost employment, a Class D felony.
(e) Any person who accepts property from a governmental entity in violation of this section and any public servant who permits the payment of property in violation of this section are jointly and severally liable to the governmental entity for that property. The attorney general may bring a civil action to recover that property in the county where the governmental entity is located or the person or public servant resides.

(As added by Acts 1977, P.L. 340, SEC.58)

Implementation of Board of Trustees Policy on Financial Conflicts of Interest and Conflicts of Commitment

In September 2000 the Indiana University Board of Trustees adopted a new, system-wide policy on Conflicts of Interest, which was based on the
considerable work of a number of faculty committees over the past five years. During that time, and since, federal agencies funding university research, and others in the regulatory community, have paid increasing attention to university policies and practices for identifying and addressing conflicts of interest in research and other educational activities.

The new Board policy is intended to help ensure that Indiana University’s policies and procedures for handling potential conflicts of interest are fully compliant with the law and reflect “best practices” in this area.

The new Board policy addresses both financial conflicts of interest and conflicts of commitment—that is, time commitments to outside activities—that may affect, or reasonably may be perceived to affect, how University faculty and staff perform their work within the University. The new conflicts policy in part restates existing University policy, and in part sets out new requirements for each campus. Because the campus faculty councils will be instrumental in implementing the policy, we are writing to you to discuss the new policy and to provide guidance on the legal and regulatory framework regarding conflicts of interest, to assist you in developing mechanisms necessary to meet the new policy’s requirements.

Background
The last few years have seen significant change in the relationships between members of the University community who engage in research and other educational activities, and those who fund such activities. Notably, private commercial support for university research has increased. The federal government has encouraged increased cooperation between the academy and the private sector, through policies designed to help bring university research products and applications to the marketplace, such as the Small Business Innovation and Research (SBIR) program. Meanwhile, individual faculty members, and to some extent staff, have increased and diversified their individual relationships with private business related to their fields of research and expertise. They are performing consulting work, participating in corporate boards, and owning equity in companies that license technology they have developed at the University, as well as in companies that may compete with University licensees. On occasion, faculty have directly participated in running “start ups” that commercialize technology or other intellectual property that the faculty member was involved in developing.

A number of positive developments have resulted from this increase in private sector involvement in university research, including: more research funding; more exposure of faculty to private sector activities, which may enhance their teaching as well as research; more service opportunities for faculty in their field; enhanced ability for universities to recruit talented faculty because of these opportunities for interesting and meaningful outside professional activities.

Nevertheless, these increased relationships raise a number of concerns about the potential for research to be, or appear to be, biased or unduly influenced by researchers’ outside financial interests in their areas of
research. Some examples of potential or perceived problems are:

1. Researchers modifying their research design, analysis or reporting in order to favor the economic fortunes of a company in which they have a financial interest;

2. Researchers agreeing to limit their use or publication of research results beyond customary publication delays for pursuit of intellectual property protection;

3. Researchers inadequately disclosing to the IRB potential conflicts of interest related to clinical trials sponsored by a company in which the researcher has a financial interest;

4. Researchers funneling intellectual property developed with university or government funds to companies in which they have a financial interest;

5. Faculty pressuring students, particularly graduate students, over whom they have academic supervision, to perform work for private companies in which the faculty member has a financial interest, to shape their own research plan or results to benefit the outside companies’ interests, or to assign any intellectual property rights the students may have to a company sponsor;

6. Researchers pressuring university licensing personnel to grant licenses or favorable licensing terms, on university intellectual property that the researcher helped to develop, to companies in which the researcher has a financial interest.

Worried about preserving integrity and public trust in research, in 1995 the National Institutes of Health and the National Science Foundation, two of the largest sources of university research funding, issued regulations requiring institutions who accept NIH or NSF funds to have a conflicts of interest policy that requires (i) that researchers disclose “significant financial interests” relating to their research, and (ii) that institutions identify, manage, and in certain cases report, potential conflicts arising from those interests. The regulations required that institutions adopt such policies in order to be eligible for continued funding.

In response to the regulations, IU adopted in 1995 a “Statement on Compliance with Federal and State Law Regarding Financial Conflicts of Interest” (“Statement of Compliance”), which incorporated the federal regulatory standards for determining significant financial interests and identifying conflicts of interest. The Statement on Compliance set out basic procedures for disclosure, review, management, and reporting of potential conflicts in federally funded research. It also set out procedures for complying with a separate Indiana state law on conflicts of interest arising from transactions between the University and IU employees or their spouses or dependents.

Since the issuance of the 1995 NIH and NSF regulations, a number of significant developments have refocused attention on conflicts of interest and commitment:

1. In 2000, NIH conducted “proactive compliance site visits” at ten major research institutions, including IU, to assess institutional compliance with a number of regulatory regimes. The NIH
targeted the proper handling of financial conflicts of interest in research as one of its top regulatory enforcement priorities, and encouraged all institutions to review and update their conflicts policies and practices.

2. In 2001, the Senate Subcommittee on Public Health instructed the General Accounting Office to conduct in-depth reviews of the conflict of interest policies and practices of 6 major research institutions.

3. In July 2000 the federal Office of Research Integrity (ORI) issued draft “guidelines” on the responsible conduct of research. At Congress’ direction, ORI is currently working on revising the guidelines as formal regulations, and it is expected that, in the not-too-distant future, all participants in PHS-funded research will be required to participate in an educational program covering a number of core areas related to the responsible conduct of research. Conflicts of interest and commitment are among these core areas.

4. In 2001, in response to the death of a gene therapy patient in a clinical trial in which it was discovered that the principal investigator had an undisclosed financial interest in the company funding the trial, the Office of Human Research Protection (OHRP) issued draft guidelines, relating specifically to the issue of disclosure and management of conflicts of interest when human subjects are involved. OHRP indicated in July 2001 that it will shortly issue final guidelines in this area.

5. The Association of American Universities (AAU) Task Force on Research Accountability recently issued a report with recommendations on developing policies and procedures to address individual and institutional conflicts of interest.

6. In the area of conflicts of commitment, some notable examples have received substantial media attention, including the recent debate regarding Arthur Miller, a Harvard law professor, providing videotaped lectures for teaching at another institution.

7. Increased attention has also been paid to the need to ensure that students are protected from undue influence or pressure or other concerns relating to a faculty member’s outside activities.

New Policy
The new Policy on Conflicts of Interest sets forth the basic principles with respect to identifying, disclosing, and addressing financial conflicts of interest and conflicts of commitment. The following is a brief outline of the Policy’s provisions and a description of the actions needed to be taken on each IU campus.

The Policy breaks down into two parts: the first relates to financial conflicts of interest; the second, to conflicts of commitment.

Financial Conflicts of Interest

Existing Policy and Procedure
Under the Statement of Compliance, all persons involved in the design, conduct, and reporting of research funded in whole or in part with federal funds, have been required to dis-
close any “significant financial interests” that reasonably would appear to affect or be affected by their federally funded research. The person’s chair, dean, program director, or other unit head has reviewed these disclosures to determine whether the significant financial interest reasonably would appear to directly and significantly affect the design, conduct, or reporting of the research. If such a potential conflict appears to exist, the unit head suggests a means of avoiding or managing that conflict. The disclosure undergoes a second level of review by RUGS, and a management plan is proposed and adopted by the faculty or staff member, that member’s unit head, and RUGS.

New Policy and Procedure
The most significant change made by the new policy is that faculty and staff will now be required to disclose significant financial interests (including financial interests in external institutions) that reasonably would appear to affect or be affected by the research, teaching, service or other professional activities in which they are engaged, whether or not the research, teaching, or other activity is federally funded. In other words, significant financial interests that reasonably would appear to affect research, teaching and other activities that are either (1) funded by an external source other than the federal government, such as a state or local government or a private commercial entity, or (2) funded entirely by IU, either through usual salary and research account funding or through special grants such as a Strategic Directions Charter grant, must also be disclosed and evaluated for conflicts. Both the University and individual faculty and staff have legitimate interests in addressing conflicts that may arise when outside financial interests reasonably may affect University research, teaching, and other activities, regardless of how the University activity is funded. The purpose of extending the evaluation of outside significant financial interests to include their potential impact on non-federally funded research, teaching, and other activities, therefore, is to ensure the integrity of all such activities.

It is important to note that all, including federal funding agencies, recognize that some conflicts or potential conflicts cannot be avoided. During its site visit to IU, the NIH emphasized that having a conflict of interest should not be considered unethical or stigmatizing, and that it realizes the breadth of opportunities for participation in a given field can give rise to conflicts that cannot reasonably be avoided. What is critical is that conflicts that cannot be avoided are disclosed appropriately and managed to avoid bias and undue risk. In many cases, disclosure alone may be sufficient to manage a potential conflict.

Conflicts of Commitment
The IU systemwide Academic Handbook has long included provisions stating that outside activities may not interfere or otherwise be incompatible with the fulfillment of an employee’s responsibilities within the University, and requiring that department chairs and deans oversee compliance with these provisions. Existing policy also has required that the University be compensated appropriately for any use of University resources in the perfor-
mance of outside activities. Section 6 of the new conflicts policy restates these core principles, and also preserves the longstanding policy that full-time faculty may spend up to one day per week on non-University professional activities. Previous administrative practice limited the amount of compensation a faculty member could receive from outside activities, regardless of whether or not such compensation created a financial conflict of interest; Section 6 in the new policy expressly abandons the prior cap on compensation, and requires only that compensation for outside activities comply with the financial conflict of interest rules.

Another significant change in policy is that, for the first time, Section 6 requires each campus—or, if the campus chooses, each school, department, or other local unit—to adopt policies and procedures implementing the conflicts of commitment rules and specifying the University responsibilities of full-time faculty within their units. In other words, the campus or units must describe the requirements for teaching, research, and service by full-time faculty, so that there is a means of measuring whether outside professional activities are interfering with the fulfillment of a full-time faculty member’s University responsibilities.

**Procedures for Disclosure and Review of Conflicts under the New Policy**

The new conflicts policy emphasizes resolution and management of conflicts at the local level where possible. This was done to allow maximum flexibility where needed to account for substantive differences among units within the University. The new policy leaves it to each campus to decide at what local level—department, program, school, or campus—conflicts disclosure, review, and resolution shall occur. Conflicts issues that are not resolved at the local level will be resolved by the Vice President for Research, advised by the University Research Policy Committee (URPC).

Each campus must assure that there are procedures adopted consistent with the new policy that cover all employees on that campus. While great leeway has been left to the campuses in drafting procedures, all procedures MUST:

1. Provide mechanisms for carrying out the conflicts disclosure, review, management, and reporting required under the Policy and federal and state laws, within the required time frames; and
2. Specific policies and procedures must be adopted that address the expectations of the applicable unit (i.e., campus, school or department) as to full-time faculty university responsibilities so that issues of conflicts of commitment are more transparent.

While the policy emphasizes that once an actual or potential conflict is disclosed, it should be resolved locally where possible, a number of faculty and administrators have indicated to RUGS their support for developing uniform systemwide procedures for making and reviewing disclosures. Some uniformity is necessary and desirable in order to meet the requirements of federal and state conflicts rules and to ensure adequate oversight of our conflicts compliance scheme. For this reason, we discuss below certain procedures that we would
strongly urge each of you to adopt at the campus level.

**A. Annual conflicts reporting with dates during the year as necessary**

Federal law requires that by the time an application for federal funding is submitted, each person involved in the design, conduct, or reporting of the federally funded research or activity disclose all known significant financial interests that reasonably may appear to be affected by that research or activity. Federal law further requires that disclosures be updated promptly as outside financial interests change, and at least annually, during the period of the funded research or activity.

To date, the University has complied with this requirement by requiring all employees involved in federally funded work to make annual conflicts disclosures and to update the disclosures during the course of the year if circumstances changed. To minimize disruption for the faculty, and to facilitate the collection by RUGS of systemwide data for oversight purposes, we strongly recommend that the campuses continue the practice of annual disclosures and, where possible, have disclosures for all units on that campus made and reviewed on the same annual cycle. Because most campuses and units have been making their annual disclosures in the late summer or early fall, new procedures may not be in place for the next disclosure and review cycle; if not, existing procedures for disclosure and review should be followed.

**B. Campus Conflict of Interest Committees**

In light of the substantial regulatory activity regarding conflicts of interest, the complexity of the issues involved, and the need for effective and efficient compliance mechanisms in this area, we ask that each campus create a conflicts of interests committee at the campus level, with jurisdiction to: (1) review disclosures and develop management plans for actual or potential conflicts; (2) consult with appropriate administrative officials in the development of such plans; (3) coordinate with the campus Institutional Review Board(s) to resolve and manage conflicts of interests arising in human subjects-based research; (4) review and approve unit conflicts policies; (5) help conduct and support education of faculty, staff, and students on conflicts issues; and (6) collect aggregate data for the campus regarding conflicts and provide that data to RUGS for compliance oversight purposes. We would also encourage conflicts committees to coordinate with sponsored research offices to ensure that conflicts issues are addressed, and, as required, reported to federal funding agencies, in a timely fashion. RUGS will make training on conflicts issues available for all campus committee members.

**Conflicts Questions and Issues for Faculty Councils to Consider**

Some of the issues that have arisen in the financial conflicts and conflicts of commitment areas, and should be considered when discussing implementation of the new conflicts policy, are:

1. Should conflicts disclosures be reviewed first by a local administrator—chair, dean, associate dean for research, program or center director—before being reviewed by a campus conflicts committee?
2. Is there a mechanism for recusal
and substitution if a reviewer has a conflict?

3. What mechanisms will ensure that all persons—not just principal investigators—involved in the conduct, design, and reporting of a particular research project, have been identified and have made the required disclosures within the required time frame?

4. Are there some outside activities that present such significant actual or perceived conflicts that they should be approved in advance by the faculty member’s dean, e.g., teaching at another institution either live or via distance education courses; simultaneous full-time enrollment in a degree program at that same time teaching full time at IU; teaching full time at two institutions at the same time?

5. What mechanisms are needed to ensure that students are protected in conflicts situations?

6. What mechanisms can help avoid circumstances in which faculty sign outside consulting agreements or other contracts that interfere or conflict with the full discharge of their responsibilities within the University? For example, should faculty be required to provide their outside consulting agreements, or certain portions of them (such as intellectual property rights provisions, non-competition clauses, publication restrictions, etc.), for review by the campus conflicts committee or someone else within the University? Alternatively, should the University provide certain specific guidelines outlining certain terms of outside arrangements that would or may conflict with University policy?

To the extent that you find it easier or more efficient to assign to different groups the development of financial conflicts of interest procedures and the development of policies and procedures on conflicts of commitment, we encourage you to do so. Because financial conflicts of interest, unlike conflicts of commitment, implicates federal and state regulatory compliance issues, it will be important to ensure that implementing financial conflicts procedures is not delayed by the development of conflicts of commitment measures.

Our offices will be happy to provide assistance as you address these and other issues posed by the implementation of the new conflicts policy. Please do not hesitate to contact Steve Martin, Assistant Vice President for Research with any questions you may have or requests for further information or background material. I ask that you keep Steve informed of your progress. In the interim, the procedures for disclosure, identification, and management of financial conflicts of interest will remain the same as they have been in prior years with the exception that, along with the annual aggregate statistics that units have been providing on the number of disclosures filed and conflicts identified, units will be asked to provide copies of all conflicts disclosures made in their unit for the annual period.

Given the amount of regulatory attention that is being paid currently to financial conflicts of interest issues, it is possible that further regulatory changes may require changes to any procedures you are considering, or to the September 2000 policy itself. We will inform you as soon as possible of regulatory or other developments.
in this area that may bear on your efforts. Also, the University is presently pursuing the development of an electronic system that would enhance the efficiency and ease of making, reviewing, and managing disclosures of potential conflicts of interest, and we will keep you apprised of those efforts.

Outline of Major Features of Conflict of Interest Policy (adopted 2000)

A. Application—applies to all employees, both faculty and staff.

B. Requirements:
1. Disclosure to the University of any significant financial interest of employee or employee’s family members that would appear to directly and significantly affect, or be directly and significantly affected by, the research, teaching, service, or other professional activities in which they are engaged, and any financial interest of themselves or their family members in external institutions, the financial interests of which would reasonably appear to directly and significantly affect, or be directly and significantly affected by, such activities. (See COI Policy § 5(a))
2. A significant financial interest is defined as a financial interest that either is: (i) equity interest which exceeds $10,000 or represents more than 5% ownership interest in an entity, or (ii) salary, royalties or similar payments exceeding $10,000 in one year, (see COI Policy § 1(j)).
3. The definition of financial interest excludes the following: i) compensation from IU either as salary or royalties, ii) income from educational activities sponsored by not-for-profit entities (e.g., honorarium for participation in panel discussion at conference at another university), iii) income from service on advisory committees or review panels for public or not-for-profit entities (e.g., serving on an NIH or NSF review panel); and iv) mutual, pension or other investment funds over which the employee does not exercise control. (COI § 1(h)).
4. Development at the local level of procedures for avoidance, resolution or management of conflicts.

C. Differences from old policy:
1. In the past, only persons receiving federal funds were required to disclose a significant financial interests; now any employee, regardless of funding, must disclose significant financial interests.
2. Provisions with respect to state conflict of interest law are not changed.

D. When to Disclose:
1. When employee is aware of actual or potential conflict;
2. When submitting application for external funding, before submission;
3. Annual reports would be required of all employees. The Policy specifically requires that conflict of interest reports be done separately from other faculty reports and disclosure limited to necessary
information (see COI Policy § 7 (b) (ii), (iii) and (iv)).

E. Procedures:
1. Each campus is to determine at what level (Department, School or Campus) “local” responsibility for procedures shall reside (COI Policy § 8).

Bloomington Campus Procedures for Regulation of Financial Conflicts of Interest
The following campus procedures implement the University’s Policy on Conflicts of Interest, including the creation of a Bloomington Campus Conflicts of Interest Committee.

A. Adoption of Local Procedures
Except as otherwise provided in the provisions of this Section A, paragraph 2, and Section C below, specific procedures for disclosure of financial conflicts of interest by faculty should be developed and implemented at the school/unit level on the Bloomington Campus.

All procedures shall be consistent with the University’s Policy on Conflicts of Interest, adopted by the Trustees of Indiana University in September 2000, and any amendments duly adopted thereto (the “COI Policy”), and shall provide for:
1. annual reports by all faculty of “significant financial interests,” as defined in the COI Policy.

Such reports shall be made at the beginning of each fall semester on uniform disclosure forms provided by the Conflicts of Interest Committee referred to in Section B below (the “COI Committee”). Such unit procedures shall also require update reports as specified in Sections 5 (b) and (c) of the COI Policy.

2. submission of all annual reports and any update reports to the Office of Sponsored Research for review. Such submission may be either after a first level of review at the department or school level or as the initial review.

3. mechanisms for recusal of any reviewer of a disclosure report who has an actual or perceived conflict of interest.

4. procedures to assure that all persons involved in the design, conduct or reporting of federally funded research or instructional projects (e.g., technicians, students, post-doctoral fellows) report any significant financial conflict of interest.

5. the forwarding of all reports that, in the opinion of either the initial reviewer or the Office of Sponsored Research, raise or disclose an actual, potential or an apparent conflict of interest to the COI Committee for further review and recommendation.

6. procedures for written notification to any faculty member or other employee of the recommendations of any school or department reviewer and opportunity for response by the faculty member or employee. Such response shall be forwarded to the Office of Sponsored Research and made part of any further review by that Office and by the COI Committee.

7. procedures for assuring that (i) all information disclosed will be held
confidential to the extent possible under the law; (ii) information will only be disclosed to those with a need to know or as a requirement of law or regulation, and (iii) information will not be part of the collection of unrelated information, such as faculty annual reports.

8. the maintenance by the schools of records, which shall be retained for three years after the latest of: (i) the termination or completion of any contract or award to which they relate (as determined by the funding agency); (ii) termination or completion of the research or educational activity to which the disclosed conflict relates; (iii) the resolution of any action involving those records.

9. maintenance of aggregate data, as necessary for purposes of the University’s oversight obligations under federal law.

B. Creation of the Conflicts of Interest Committee

1. Membership
The Conflicts of Interest Committee shall be composed of:

a. four tenured faculty members appointed by the Bloomington Faculty Council nominations committee;

b. the associate deans for research of the following schools: College of Arts & Sciences, Kelley School of Business, School of Education, School of Informatics and the School of Optometry;

c. the chair, a tenured faculty member, who shall not be one of four members referred to in clause (i) above, jointly appointed by the Bloomington Faculty Council Nomination Committee and the Vice President for Research;

d. a community representative; and

e. University Counsel and the Assistant Vice President for Research, or their delegates, who shall be non-voting, ex-officio members.

2. Terms
COI Committee Members (other than those persons referred to in clauses b) and e) above) shall be appointed for staggered two-year terms, with two groups of three. Such members may be reappointed to two additional terms.

3. Jurisdiction
a. (i) The committee shall oversee the uniform disclosure process for the faculty (and such other members of the university community as are deemed appropriate by the COI Committee), (ii) review disclosures and develop management plans or other means for resolving actual or potential conflicts; (iii) consult with appropriate administrative officials in the development of such plans; (iv) coordinate with the campus Institutional Review Board(s) to resolve and manage conflicts of interests arising in human subjects-based research; (v) review and approve unit conflicts procedures; (vi) help conduct and support education of faculty, staff, and students on conflicts issues; and (vii) collect aggregate data for the campus regarding conflicts and provide that data to the Vice President for Research for compliance oversight purposes.

b. In the performance of its duties under Section 3 (a) (ii), the COI
Committee may impose conditions or restrictions to manage or resolve a conflict. Such conditions or restrictions may include, but are not limited to: public disclosure of significant financial interests; monitoring of research by independent reviewers; modification of the research plan; disqualification from participation in all or part of a project in which an actual or potential conflict exists; divestiture of significant financial interests; and severance of relationships that create actual or reasonably perceived conflicts of interest.

4. Procedures

a. The COI Committee shall develop, within thirty calendar days of its formation, procedures for review, disclosure and management of conflicts of interests. Those procedures shall provide for (i) written notification to the faculty member or other employee of its determinations; and (ii) opportunity for the employee to respond.

b. All efforts shall be made to resolve conflict issues informally. If the COI Committee and a faculty member or other employee, however, fail to agree as to whether there is an actual or potential conflict, or fail to agree on a plan of disclosure and management, the final determination shall be made by the Vice President for Research, upon consultation with the appropriate school dean.

c. The procedures shall provide for the maintenance of confidentiality of disclosure information consistent with the COI Policy.

d. The COI Committee’s procedures shall be presented to the Bloomington Faculty Council for immediate action. Until such time as the procedures are approved by the Bloomington Faculty Council, the procedures presented shall serve as interim procedures for purposes of resolving issues that come before the Committee.

e. The COI Committee shall report annually to the Bloomington Faculty Council and to the Vice President for Research on matters within its jurisdiction.

C. Faculty Responsibilities.

The following provisions shall apply to all faculty on the Bloomington Campus and may not be modified by any school’s procedures:

1. A faculty member shall disclose in a timely manner to the appropriate school dean and to the COI Committee his or her assumption of an executive position or membership on the Board of Directors of a private entity engaged in a business that (a) is related to the research activities of such faculty member, or (b) competes with, or provides services to, the University.

2. A faculty member engaged in research shall disclose any significant financial interests he or she has that are related to such research at the time of submission of a manuscript for publication, and to any audience when presenting research results.

3. Proposed agreements with private entities (the “Sponsors”) (and to which the University is not a Party) to provide consulting or collaborative research services that contain in substance one or more
of the following types of provisions shall be submitted to the COI Committee for approval prior to being entered into:

a. provisions that restrict publication of research results beyond 90 days after submission to the Sponsor;

b. provisions that restrict or limit the faculty member’s ability to do other or related research at the University.

c. provisions that require faculty to assign students, post-doctoral fellows or other University employees to the Sponsor’s research or other projects.

d. provisions for commitment of future intellectual property rights to the Sponsor, to the extent such commitment conflicts with the University’s Intellectual Property Policy or with the publication rights of the University with respect to research.

4. With respect to any agreement brought to the COI Committee pursuant to Section C (3) above, the COI Committee shall notify the faculty member and the appropriate school dean, in writing, within 15 working days of its receipt of the proposed agreement, of its approval or its specific objections to the agreement as drafted. A copy of the notice shall also be sent to the Vice President for Research. If informal negotiations fail to result in an agreement satisfactory to the parties to the contract and the COI Committee, the Vice President of Research, in consultation with the school dean and the University Research Policy Committee, shall make a final determination as to whether to approve of the contract agreement.

D. Enforcement

Instances of breach of these procedures or any school procedures adopted pursuant to this resolution of the Bloomington Faculty Council, including failure to file as required or knowingly filing an incomplete, erroneous, or misleading disclosure form; violation of the standards set forth in these procedures; or failure to comply with prescribed requirements for resolution of conflicts will be adjudicated in accordance with applicable disciplinary policies of the Bloomington campus and of Indiana University. These policies include the rights of faculty as are provided by the rules governing appeals to the Faculty Board of Review. Possible sanctions include, but are not limited to the following:

1. formal admonition;

2. inclusion in the faculty member’s file of a letter from the appropriate dean indicating that the individual’s good standing as a member of the academic community (faculty member, research scientist/scholar, professional staff, student, etc.) has been called into question. Such information can be used, for example, in establishing annual salaries and for decisions on such conditions of employment as promotion and tenure, graduate student support, etc.;

3. ineligibility of the faculty member for submitting grant applications, requests for Institutional Review Board (IRB) approval, or supervision of graduate students;

4. report to the Research Integrity Officer of possible research
5. nonrenewal of appointment;
6. initiation of due process for dismissal from the University.

(Bloomington Faculty Council, April 2, 2002)

Statement of Principles on Intellectual Property

In the recent past, universities have undergone a profound transition in their attitudes toward and interactions with a variety of organizations external to the university. Policies concerning intellectual property rights, conflicts of interests, and patents/licenses agreements, to name but a few, have begun to consume enormous amounts of time and thought. Some academic institutions have all but abandoned their traditional role as the place in society for free and independent generation and critique of ideas. In contrast, others have taken time to examine their role and to reaffirm their commitment to basic principles. Each set of procedures must adhere to the requirements set forth in the Policy, and must contain the following specific elements.

Indiana University hereby reaffirms its commitment to certain basic principles appropriate to the pursuit of its academic goals. These principles stand before and make subservient to them all other rules, guidelines, procedures, etc., which the university might make in the areas of intellectual property rights.

Principle 1. Indiana University is first and foremost an academic institution. Its fundamental missions are research, teaching, and service in furtherance of its principle aim of the advancement of knowledge and toward the ultimate aim of the greater public good. All decisions concerning the operation of the university, including those on funding and resource allocation, shall be made in line with this principle.

Principle 2. Academic freedom is one of the most basic principles governing academic institutions and in maintaining their role in society as independent critic. It must not be abridged.

The rights of individual scholars to select their topics of research and sources of research support, draw conclusions for which they bear sole responsibility, and be protected from impositions on their work of external goals or criteria are paramount to this academic community.

It is understood that funding constraints play a role in ultimately determining what research an individual may actually be able to do. The basic choice, however, as to which ideas to pursue, how to pursue them, and how to communicate them must remain with the individual researcher.

It is also understood that, although faculty have the complete freedom to select and pursue their own studies, periodic evaluation of this work for purposes such as promotion, tenure, and salary review will take into account criteria developed by the faculty for the judgment of such work, such as quality and extent of the work.

Principle 3. The free and open exchange of ideas and information is fundamental to the very reason for being of a university. Faculty must be free to discuss their ideas with whomever they wish without fear of reprisal from any quarter. They must be free to publish, in whatever form they deem
appropriate, their results, conclusions, and interpretations, subject only to constraints of protection of privacy or confidentiality of personal data, protection of sponsor’s confidential information, and, in some cases, brief delays for the protection of intellectual property rights.

Indiana University policies do not permit the acceptance of secret research, i.e., classified government research. The names and affiliations of all research sponsors and the general purposes of the research are to be made public. Agreements requiring the protection of confidential information are to be approved by the Vice President for Research under guidelines developed by the Policy Committee on Intellectual Property consistent with the principle of free and open exchange of ideas.

If individuals, or institutions, begin to restrict the free flow of information, for profit or for any other reason, the long-term risks of loss of independence are greater than any short term gain.

Principle 4. Stewardship of intellectual property shall be consistent with the teaching, research, and service missions of Indiana University.

Indiana University policies concerning intellectual property (“University Intellectual Property Policies”) shall be developed by the Policy Committee on Intellectual Property, approved by the University Faculty Council, and adopted by the Board of Trustees.

Commercial exploitation of intellectual property shall be subject to University Intellectual Property Policies and to applicable law. There shall be no requirement that any intellectual property be exploited commercially. Every effort should be encouraged to commercially develop valuable intellectual property to provide revenue to the University and serve the public good.

Faculty may be required to assign title or ownership of the intellectual property to Indiana University or the Indiana University Foundation under four conditions:
1. Assignment is required by law;
2. Assignment is required by contractual arrangements to which the creator/faculty member has previously agreed;
3. Commercial development is sought of intellectual property created with significant University resources, other than traditional works of scholarship and creativity (e.g., scholarly articles, journal articles, research bulletins, monographs, books, plays, poems, works of art) and instructional materials (e.g., textbooks, syllabi, study guides); or
4. The creator/faculty member desires to assign intellectual property to Indiana University or to the Indiana University Foundation.

All assignments by faculty of intellectual property to Indiana University are subject to five qualifications:
1. The University shall not assign title (e.g., ownership) to intellectual property without the permission of the creator/faculty member;
2. All licensing of intellectual property shall be subject to written agreements developed in accordance with University Intellectual Property Policies;
3. The creator/faculty member retains the right to be identified, or to refuse to be identified, as the creator by the University and by
subsequent licensees or assignees, except as required by law;

4. The creator/faculty member shall have the right to share in the proceeds, after deducting expenses, resulting from commercial development by the University, including assignment or licensing; and

5. The creator/faculty member shall retain responsibility for the intellectual stewardship of the work, including the right to pursue related research or creative activity, determine methodologies, draw conclusions, and disseminate information to students, colleagues, other scholars, and the public, provided that such dissemination does not breach any duty of confidentiality or violate any intellectual property commitments to which the creator/faculty member has agreed.

Implementation of University Intellectual Property Policies shall be carried out by the Vice President for Research and the Office of Technology Transfer with the advice of the Policy Committee on Intellectual Property and the Technology Transfer Advisory Committee. The Policy Committee on Intellectual Property shall report annually to the University Faculty Council and to the Board of Trustees.

Before being appointed by the Board of Trustees or as soon thereafter as possible, each faculty member shall be informed of the University Intellectual Property Policies, this Statement of Principles, and of Indiana University’s resources for protecting and marketing the intellectual property of the faculty and shall acknowledge in writing that the faculty member has been so informed.

(University Faculty Council, April 13, 1993; Board of Trustees, March 31, 1994)

Intellectual Property Policy

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The fundamental missions of Indiana University are teaching, research, and service to advance knowledge and serve the public good. In the pursuit of those missions, new creations and discoveries often result that are subject to, or eligible for, intellectual property protection. The stewardship of such intellectual property, consistent with the teaching, research, and service missions of the University, is an important responsibility of both the University and the Creator. This document sets forth Indiana University Policy concerning the stewardship of patents and copyrights.

1. Definitions
   a. “Applicable intellectual property” is defined as any invention, creation, innovation, discovery, or improvement:
      i. Developed with University resources, other than: (a) traditional works of scholarship and creativity; (b) instructional materials; and (c) institutional works;
      ii. For which assignment to the University is required by law or by a written contract to which the Creator has previously agreed; or
      iii. For which the Creator seeks the assistance of the University in developing commercially (including protecting, marketing, assigning, or licensing).
   b. “Creators” are defined as faculty, staff, and other persons employed by Indiana University, whether full or part-time; visiting faculty and researchers; and any other persons, including students, who create or discover applicable intellectual property using University resources.
   c. “Device-like software” is defined as software that is intended primarily and is reasonably likely to accomplish a task or to produce, manage, analyze, or manipulate a product, such as data text, a physical object, or more software. Such software acts as a tool or building block in the accomplishment of such a task or in the creation or management of such a product or result.
   d. “Direct expenses” are the costs associated with the protection and licensing of intellectual property. Such costs do not include the salaries or other overhead costs of Indiana University.
   e. “Indiana University” or the “University” shall refer to Indiana University and to any foundation associated with Indiana University, such as the Advanced Research and Technology Institute.
   f. “Information software” is defined as software that is intended primarily and is reasonably likely to provide information to the user. Such software is akin to a textbook or encyclopedia.
   g. “Institutional works” are defined as works created at the instigation of the University, under the specific direction of the Uni-
versity, for the University’s use, by a person acting within the scope of his or her employment or subject to a written contract.
h. “Instructional materials” are defined as works, other than institutional works, the primary use of which is for the instruction of students. Such works include textbooks, syllabi, and study guides.
i. “Material made available for the use of the University” is any invention, creation, innovation, discovery, or improvement, which is the product of a Creator and the subject of intellectual property protection, and which the Creator voluntarily makes available for the University’s use without expectation of further compensation to the Creator. Such material may include the intellectual property contributions of Creators to University committee reports, musical or dramatic performances or productions, and Departmental lecture note files.
j. “Net revenue” is that remaining after deducting all direct expenses necessary for obtaining protection for, and licensing, applicable intellectual property.
k. “Traditional works of scholarship” are defined as works, other than institutional works, reflecting research and/or creativity which, within the University, are considered as evidence of professional advancement or accomplishment. Such works include scholarly publications, journal articles, research bulletins, monographs, books, plays, poems, and works of art. Such works shall include “information software,” but shall not include “device-like software.”
l. “University resources” are defined as all tangible resources provided by Indiana University to Creators, including office, lab, and studio space and equipment; computer hardware, software, and support; secretarial service; research, teaching, and lab assistants; supplies; utilities; funding for research and teaching activities, travel; and other funding or reimbursement.
“University resources” do not include salary, insurance, or retirement plan contributions paid to, or for the benefit of, Creators.

2. Assignment and Protection of Intellectual Property
a. The University shall not exercise intellectual property rights in any work created or discovered by a Creator other than works meeting the definition of “applicable intellectual property” or “institutional works,” unless such rights are voluntarily transferred by the Creator or secured through licenses set forth in this Policy.
b. Applicable Intellectual Property
i. Creators shall assign rights in applicable intellectual property to Indiana University.
ii. Indiana University shall have the sole right to determine the disposition of applicable intellectual property under this Policy. That determination shall take into account the
interests of the University, the public, and the Creator, including the Creator’s professional or ethical convictions concerning the use of applicable intellectual property. Responsibility for disposition of applicable intellectual property resides with the Technology Transfer Office, subject to the policies developed by the University Research Policy Committee.

iii. Creators may not assign, or license rights in, applicable intellectual property to third parties without the written consent of the University.

iv. All assignments must be in writing and shall conform with the requirements of this Policy.

v. Creators of applicable intellectual property shall assist as reasonably necessary for the University to obtain statutory protection for the intellectual property and to perform all obligations to which it may be subject concerning the intellectual property, including executing appropriate assignments and other documents required to set forth effectively the ownership of, and rights to, applicable intellectual property.

vi. The Creator retains responsibility for intellectual stewardship of his or her intellectual property. The Creator shall have the right to be identified, or to refuse to be identified, as the Creator by the University and by subsequent licensees and assignees, except as required by law. The Creator shall retain the rights to pursue related research and creative activities, determine methodologies, draw conclusions, disseminate information, and develop related intellectual property (including derivative works), except to the extent that the Creator has voluntarily entered into contractual arrangements or is required by legal or professional considerations to do otherwise.

vii. Because premature or inappropriate disclosure may defeat legal protection of intellectual property, the University will undertake to inform Creators about the consequences of potential disclosures. The University and Creators will work together to facilitate both scholarly disclosures and the acquisition of appropriate intellectual property protection.

c. Institutional Works

i. The University shall own intellectual property rights in institutional works, except as provided in prior written agreements between the University and the persons who create those works.

ii. The Creator(s) of institutional works shall exercise no rights in such works and shall receive no proceeds resulting from the sale, assignment, licensing, or use of such works, except as provided in
prior written agreements
between the University and
the persons who create those
works.

3. Disclosure
   a. Creators shall disclose promptly
to the University any applicable
intellectual property.
   b. Disclosure shall be made on an
Intellectual Property Disclosure
Form to the Technology Trans-
fer Office, with copies to the
Department Chairperson and
School Dean. The Technology
Transfer Office shall routinely
report all disclosures to the Vice
President for Research and Dean
of the Graduate School.

4. Revenue Distribution
   a. Monetary Proceeds—All
monetary proceeds from the
transfer or commercialization of
applicable intellectual property
shall be distributed as follows,
unless legal requirements or
contractual agreements require
otherwise:
   i. Of the first $100,000 of net
revenue:
   (a) The Creator(s), or
Creator’s heirs, successors,
and assigns, shall receive one-
half (50%) of the net revenue
arising from applicable intel-
lectual property.
   (b) The Campus(es) re-
ponsible for the applicable
intellectual property shall
receive one-quarter (25%) of
the net revenue arising from
the applicable intellectual
property to support research
activities.
   (c) The University shall
receive one-quarter (25%) of
the net revenue arising from
the applicable intellectual
property to support research
and technology transfer activi-
ties.
   ii. Of the next $300,000 of net
revenue:
   (a) The Creator(s), or
Creator’s heirs, successors,
and assigns, shall receive forty
percent (40%) of the net rev-
ue arising from applicable
intellectual property.
   (b) The Campus(es) re-
sponsible for the applicable
intellectual property shall
receive one-quarter (25%) of
the net revenue arising from
the applicable intellectual
property.
   (c) The University shall
receive forty-five percent
of the net revenue arising from
the applicable intellectual
property to support research
activities.
   iii. Of the next $600,000 of net
revenue:
   (a) The Creator(s), or
Creator’s heirs, successors,
and assigns, shall receive thirty
percent (30%) of the net revenue
arising from applicable intel-
lectual property.
   (b) The Campus(es) re-
sponsible for the applicable
intellectual property shall
receive one-quarter (25%) of
the net revenue arising from
the applicable intellectual
property.
   (c) The University shall
receive forty-five percent
(45%) of the net revenue arising from the applicable intellectual property to support research and technology transfer activities.

iv. Of net revenue in excess of $1,000,000:
(a) The Creator(s), or Creator’s heirs, successors, and assigns, shall receive twenty-five percent (25%) of the net revenue arising from the applicable intellectual property to support research activities.
(b) The Campus(es) responsible for the applicable intellectual property shall receive one-quarter (25%) of the net revenue arising from the applicable intellectual property to support research activities.
(c) The University shall receive one-half (50%) of the net revenue arising from the applicable intellectual property to support research and technology transfer activities.

v. The University Research and Policy Committee shall review the dollar thresholds set forth above, and revise them as necessary in light of inflation and other economic factors, not less than once every five years after the effective date of this Policy.

vi. In the absence of a written agreement to the contrary, multiple Creators shall receive equal portions of the Creator(s)’ share of net revenue. When multiple Creators are located on different Campuses, each Campus shall receive the same percentage of the total Campus share of net revenue as the Creators located on that Campus receive of the total Creator share of net revenue.

vii. The distribution on each Campus of the Campus(es)’ share of net revenue among Schools and Departments shall be determined according to written policies to be developed on each Campus. Those policies shall ensure that such distributions equitably reflect the role of Schools and Departments in the development of applicable intellectual property.

viii. Special facts concerning applicable intellectual property may warrant a different distribution of net revenue. Agreements with respect to alternative allocation of revenues shall be in writing and require the consent of the Creator(s), the Dean(s) of the Creator(s)’ School(s), the Chancellor(s) of the Creator(s)’ Campus(es), and the Vice President for Research and Dean of the Graduate School or his or her designee.

b. Equity Interests
i. The Technology Transfer Office may negotiate, but shall not be obligated to negotiate, for equity interests in lieu of or in addition to monetary consideration as a part of an agreement between Indiana University and an external
entity relating to applicable intellectual property. Such negotiations shall comply with federal and state statutes, and conflict of interest and commitment and other University policies.

ii. Except as provided below, each Creator shall make an irrevocable election between subparagraphs (a) and (b) below as to the distribution of his or her share of equity interests, or the proceeds from the sale therefrom, resulting from the transfer or commercialization of applicable intellectual property, unless legal requirements or contractual agreements require otherwise.

(a) The University shall own the equity interests. If and when monetary proceeds are generated by the sale of equity interest, those proceeds shall be distributed according to the policies set forth herein for revenue distribution. The University does not act as a fiduciary for any Creator concerning equity interests or other nonmonetary consideration received under the terms of this Policy and no Creator shall have any interest in, or legal right to, such equity interests or nonmonetary consideration.

(b) The University shall distribute to any Creator making this election that Creator’s share of the equity interests resulting from the transfer or commercialization of applicable intellectual property. The Creator’s share of the equity interests shall be determined according to the following formula:

(i) The fair market value of the equity interests shall be determined as of the next business day after the day on which the Creator requests the distribution.

(ii) The University shall then set aside that portion of the equity interests which is equal in value to the direct expenses incurred by the University for obtaining intellectual property protection of the applicable intellectual property (unless those expenses have been covered as part of the distribution of monetary proceeds).

(iii) The University shall then transfer to the Creator that portion of the remaining equity interests to which the Creator would be entitled under Section 4(a) (Monetary Proceeds) above, based on the total value of the remaining equity interests.

iii. The Creator shall not have the right to specify the distribution of equity interests under Section 4(b)(ii)(b) where such distribution is impossible or impractical.

5. Licenses for Use of Material Made Available for the Use of the University

a. Many faculty, staff, and students create material which is the subject of intellectual property protection and which they vol-
6. Licenses for Non-Commercial Research and Teaching Within the University
a. Many faculty, staff, and students experience high costs and practical inconvenience in obtaining permission to use material which is the subject of intellectual property protection for research and teaching.

b. Creators are therefore encouraged to seek from publishers and other persons to whom Creators assign rights in their intellectual property, a non-exclusive, royalty-free license for their own non-commercial research and teaching and, where possible, for anyone within the University to use such intellectual property for non-commercial research and teaching.

c. The University Counsel’s office, the Copyright Management Center, and other appropriate units shall work to develop standard license terms and shall otherwise, to the extent possible, assist Creators in securing such licenses.

7. Assignment or Licensing of Applicable Intellectual Property by the Creator(s)
a. Indiana University may, at its sole discretion, permit the Creator(s) to assign or license applicable intellectual property.
b. The University may not withhold consent for assignment or licensing unreasonably and in no case unless the University intends to pursue protection for the applicable intellectual property.
c. Such assignments or licenses shall be subject to the following provisions, unless waived in writing by the University:
   i. Indiana University shall retain for itself a royalty-free license to use the intellectual property for non-commercial research and teaching within the University.
   ii. Indiana University shall receive a share of all proceeds generated from commercialization of the intellectual property after the Creator has recovered documented out-of-pocket costs for obtaining legal protection for the intellectual property. The University’s share shall be negotiated on a case-by-case basis.
   iii. Creator(s) shall not be entitled to a share of proceeds received by Indiana University under this subsection.

d. In the event the Creator(s) has received a specific request for assignment or licensing of applicable intellectual property:
   i. The Creator(s) must provide the University with sufficient information to determine the
marketability of the applicable intellectual property.

ii. The University shall notify the Creator in writing of any objection to the proposed assignment or licensing no later than 45 business days after receiving the Creator’s request to assign or license and the supporting information.

8. Intellectual Property Transfer/Commercialization Agreements
   a. Indiana University welcomes agreements with third parties for the development, use, dissemination, and commercialization of intellectual property, consistent with the University’s mission and the Principles on Intellectual Property.
   b. Any agreement to license or transfer ownership of Indiana University’s intellectual property by means of sale, assignment, or exchange shall be subject to this Policy and shall include the terms necessary to fulfill the requirements of this Policy.
   c. Agreements relating to the development and/or commercialization of intellectual property may provide that the contracting entity bear the costs of obtaining protection for intellectual property.

9. University Administration of Intellectual Property
   a. Primary responsibility for identifying, protecting, and managing applicable intellectual property resides with the Technology Transfer Office, under the policies developed and supervised by the University Research Policy Committee and the Vice President for Research and Dean of the Graduate School.
   b. All disclosures shall be submitted to the Technology Transfer Office. The Technology Transfer Office will determine whether Indiana University desires to obtain protection for the intellectual property, or otherwise make use of the intellectual property. The Technology Transfer Office shall consult as it deems necessary with the Technology Transfer Advisory Committee concerning such decisions and other matters relating to technology transfer and the implementation of the Policy. The Technology Transfer Office or the Technology Transfer Advisory Committee may request a recommendation from the University Research Policy Committee regarding the disposition of the intellectual property.
   c. The Technology Transfer Office shall notify the Creator promptly after it has determined whether it is in the best interest of Indiana University to seek protection for disclosed intellectual property.
   d. If Indiana University decides to seek protection for intellectual property, it shall proceed either through its own efforts or those of an appropriate private firm or attorney to obtain protection and/or manage the intellectual property.
   e. In those instances where delay would jeopardize obtaining the appropriate protection for the intellectual property, the Creator
may request that the Technology Transfer Office expedite its decision as to whether or not it shall seek statutory intellectual property protection.

f. The Creator of intellectual property and the Director of the Technology Transfer Office may appeal any adverse determination concerning the identification, protection, and/or management of such intellectual property to the University Research Policy Committee, whose determination may be appealed to the Vice President for Research and Dean of the Graduate School. Further appeals are subject to existing University policy concerning review of administrative decisions.

10. Implementation
   a. This Policy may be implemented or supplemented in any way consistent with its terms and those of other University policies.
   b. In the event exceptional circumstances require any exception to the terms of this Policy, such exceptions shall require the written consent of the Vice President for Research and Dean of the Graduate School or his or her designee, the Creator(s), and the Chancellor(s) of the Campus(es) and Dean(s) of the School(s) directly affected.
   c. The Vice President for Research and Dean of the Graduate School shall, when practical, seek the advice of the University Research Policy Committee prior to approving any exception to the terms of this Policy. When prior consultation is impractical, the Vice President for Research and Dean of the Graduate School shall promptly notify the Committee of any exceptions to the terms of this Policy.

11. Effective Date
   This Policy shall take effect immediately upon its adoption by the Board of Trustees.

(University Faculty Council, April 8, 1997; Board of Trustees, May 9, 1997)
Patent Procedure

[This action changes the name of the Committee on Inventions and Patents to the Policy Committee on Intellectual Property, explains its relationship to the Technology Transfer Advisory Committee, which has been in existence for the past few years, and clarifies the responsibilities of each committee.]

The Office of the President is responsible for administrative matters relating to inventions, patents, and copyrights. The Vice President for Research and Dean of the Graduate School represents Indiana University in all matters of patent policy affecting the University’s relations with government, industry, and the public. These duties shall be carried out with the aid of the following two committees.

1. The **Policy Committee on Intellectual Property**, appointed by the Vice President for Research, consists of seven to twelve members, at least a majority of whom are faculty, and the remainder from the administration or staff of the university. A faculty majority of the committee shall be named by the UFC with the concurrence of the Vice President for Research. While it is important that disciplines, colleges, school, and/or campuses traditionally interested in matters of intellectual property such as patents, licenses, copyrights, etc., be represented on the committee, it is also important that the committee be representative of the faculty broadly. Committee members shall serve staggered three year terms. The committee shall elect its own chair yearly from among the faculty members of the committee. One faculty member shall also serve on the Technology Transfer Advisory Committee. Responsibilities of the PCIP are to:
   a. Develop specific policies on intellectual property in line with the general principles on intellectual property established by the University Faculty Council.
   b. Advise the Vice President for Research on any other matters relating to intellectual property that might be brought to the committee from any source.
   c. Send copies of the minutes of all meetings to the UFC Agenda Committee.
   d. Report annually to the UFC on policies established (or rescinded) on intellectual property during the year, and give some evaluation of the implementation of these policies by the Technology Transfer Advisory Committee. This report shall be in sufficient depth for the UFC to determine whether the policies are consonant with the principles and how they are working, and to permit the UFC to communicate with the faculty at large on these matters.

2. The **Technology Transfer Advisory Committee**, appointed by the Vice President for Research, consists of seven to twelve members, at least a majority of whom are faculty and the remainder from the administration or staff of the university. The faculty majority of the committee shall be named by the UFC with the concurrence of the Vice President for Research. As with the Policy Committee on Intellectual Property, repre-
sentation should be balanced and Committee members shall serve staggered three year terms. The committee shall elect its own chair yearly from among the faculty members of the committee. One faculty member shall also serve on the Policy Committee on Intellectual Property. Responsibilities of the TTAC are to:

a. Advise the office of the Vice President for Research on implementation issues of the Policies on Intellectual Property.

b. Advise the Director of Technology Transfer on the continuing operations of the Office of Technology Transfer.

c. Review all patents, licenses, and other intellectual property arrangements.

d. Serve as a conduit for faculty, staff, and students who may wish to raise questions concerning technology transfer.

e. Advise the Policy Committee on Intellectual Property or the UFC when new policies are needed.

f. Report periodically, but not less than twice yearly, to the PCIP on the workings of the TTAC.

(University Faculty Council, April 13, 1993; Board of Trustees, March 31, 1994)

Policy on Fair Use of Copyrighted Works for Education and Research

As an institution devoted to the creation, discovery, and dissemination of knowledge to serve the public, Indiana University is committed to complying with all applicable laws regarding intellectual property. That commitment includes the full exercise of the rights accorded to users of copyrighted works under the “Fair Use” provision of federal copyright law.

It therefore is the policy of Indiana University to facilitate the exercise in good faith of full Fair-Use rights by faculty, librarians, and staff, in furtherance of their teaching, research, and service activities. To that end, the University shall:

1. inform and educate its faculty, librarians, and staff about their Fair-Use rights and the application of the four factors for determining those rights set forth in 17 U.S.C. Section 107;

2. develop and make available through the office of the University Counsel, the Copyright Management Center, and other appropriate units, effective resources concerning Fair-Use and intellectual property laws generally and the application of Fair Use in specific situations;

3. avoid adopting or supporting policies or agreements that would restrict Fair-Use rights; and

4. defend and indemnify faculty, librarians, and staff in accordance with provisions of the Officers Liability Insurance resolution,
dated May 22, 1971, or any successor indemnification policy.

(University Faculty Council, October 14, 1997; Board of Trustees, December 5, 1997)

Appendix A: Statement of Supporting Principles

Prepared by the Institute for the Study of Intellectual Property and Education
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June 27, 1997

Accompanying this document is a proposal for a new “Policy on Fair Use of Copyrighted Works for Education and Research” for Indiana University. This proposal is the work of the Advisory Board of the Institute for the Study of Intellectual Property and Education. The Institute was funded pursuant to the Strategic Directions Charter, and in December 1996 President Myles Brand charged the Institute and its Board with developing a new fair-use policy for Indiana University. The Advisory Board has met regularly beginning in early 1997, and the accompanying proposal is the result of those efforts. This document explains the underlying principles of this proposed policy, and it will answer some common questions about it. Please note, however, that this document is not intended to be a tutorial about copyright and fair use. Preparing and disseminating such materials will be an important part of implementing the proposed policy, and a comprehensive educational program should follow adoption of this policy.

Principle 1: An appropriate exercise of fair use depends on a case-by-case application and balancing of four factors as set forth in a statute enacted by Congress.

A proper determination of fair use—in daily practice and in the courts—requires applying these four factors to the specific circumstances of the use:
1. The purpose or character of the use;
2. The nature of the copyrighted work being used; and
3. The amount and substantiality of the work being used; and
4. The effect of the use on the market for or value of the original.

These factors must be evaluated to determine whether most of them weigh in favor of or against fair use. Explanation of the meaning of these factors is available from the Copyright Management Center at:
http://www.iupui.edu/it/copyinfo/highered.html

Principle 2: Nonprofit educational purposes are generally favored in the application of the four factors, and a robust concept of fair use is crucial for advancing education and research.

The educational purpose will usually weigh the first factor strongly in favor of fair use. Keep in mind, however, that a nonprofit educational purpose does not by itself make the use "fair." One must always consider and weigh all four factors together.

Principle 3: Responsible decision making means that individuals within the university must know the fundamentals of fair use and understand how to apply them in typical situations.

To that end, the Copyright Management Center and other university
offices will provide information, answer questions, and conduct seminars in an effort to prepare IU faculty, staff, and librarians to resolve fair-use questions in a good-faith and well-informed manner.

**Principle 4:** The university is confident that its faculty, staff, and librarians are able to make good-faith decisions about fair use, and that their decisions will best reflect the particular circumstances relevant to the decision.

Fair use depends on the facts and circumstances of the given situation. Therefore, the person closest to those facts is likely best suited to determine the law’s application. The proposed policy consequently does not mandate a particular decision, but instead calls on each member of the university to be responsible for the fair-use determinations with respect to the projects within their authority. The Copyright Management Center and other offices will be available to assist with decisions.

**Principle 5:** Reasonable people—including judges and legislators—can and will differ in their understanding of fair use.

Copyright law rarely offers a definitive meaning of fair use for any specific application. Thus, the real meaning of fair use depends on a reasoned and responsible application of the four factors. One person’s judgment and situation may not match the next, and the differences may be based on variations in facts and circumstances.

**Principle 6:** Because of the flexible and interpretive nature of fair use, Congress provided significant protection for educators.

Not only does the law apply particularly to educational purposes, but it also limits the monetary liability that educators may potentially face, as long they hold a reasonable and good-faith belief that their activities are fair use in light of the four factors.

**Principle 7:** Through educational efforts, the university should move over time toward common understandings of fair use for local needs, but such detailed interpretations ought not be part of a formal policy statement.

By keeping the policy itself concise, the university preserves the flexibility inherent in fair-use law and preserves the opportunity to respond to a changing law and the changing demands of education and research.

**Principle 8:** Fair use is not determined by “guidelines” that purport to quantify the boundaries of fair use.

In an attempt to clarify the meaning of fair use for common situations, various private parties have negotiated “guidelines,” but those externally developed guidelines are often inappropriate for the realistic application of fair use to higher education. Such guidelines are too often an unduly narrow or rigid definition of fair use, and they usually impose additional restrictions and conditions that are not part of the law. No such guideline has been read into the law by Congress or the courts, and the guidelines are not binding. Fair use must be determined according to the circumstances of each situation.

**Principle 9:** If a member of the IU community acts in good faith and consistent with his or her university duties, the IU indemnification policy
will also likely offer protection in the event of an infringement allegation.

Good faith increases the likelihood that activities are in fact fair use. Good faith reduces the risks of liability in the event of infringement. Good faith is also one important prerequisite to having the benefit of university assistance and support in the event that its faculty, staff, and librarians may face infringement allegations. Ultimately, good faith is best manifested through knowledge of, and reasonable application of, the four factors.

Policy on Research Integrity and Guidelines for Establishing Procedures for Responding to Allegations of Research Misconduct

INTRODUCTION
The primary mission of the university is to search for truth, and its members are committed to this mission. Research conducted under the aegis of the university, therefore, must be guided by norms which facilitate this search, and which foster a spirit of creativity and honesty in the process. Because the conduct of research rests on the foundation of intellectual honesty, violations call into question not only the validity of the particular research project but the social context in which it is conducted. Scholars must be able to trust their peers, students must be able to trust their teachers, and citizens must be able to trust the integrity of the results of research performed in institutions of higher education.

The major responsibility for maintaining standards of intellectual integrity rests with individual scholars and with the departments in which they work. However, the larger institution has a major role to play in three respects: (1) providing an environment for open inquiry in which research can be conducted appropriately, (2) declaring the standards which must not be abrogated, and (3) enforcing the standards on those occasions where violations may have occurred. The purpose of this document is to set forth the policies and procedures by which Indiana University seeks to maintain and enforce such standards through impartial fact-finding and fair adjudication of allegations of research misconduct.

AUTHORITY
Responsibility for implementing and overseeing the University policy will reside with the Vice President for Research (VPR).

APPLICABILITY
This policy applies to all academic and staff appointees who are engaged in the conduct of research, whether or not the research is funded, and to all others affiliated with Indiana University (including students) who are engaged in research through a Sponsored Program, to the extent of that research. Other research-related misconduct on the part of students is to be dealt with through the normal disciplinary channels as provided in the Code of Student Rights, Responsibilities, and Conduct, the Code of Student Ethics promulgated by the University Graduate School, or other
relevant University policies governing the conduct of students.

The procedures adopted pursuant to the policy set forth in this document will apply to all allegations of unethical research practices unless specifically prohibited by an applicable collective bargaining agreement or other disciplinary procedure established by the University.

MULTI-CAMPUS JURISDICTION

Cases involving multiple Respondents who are subject to the jurisdiction of different Indiana University campuses shall be handled through a single investigatory process pursuant to the Research Misconduct procedures of one of the campuses having jurisdiction over one of the Respondents. The VPR, in consultation with the chancellor(s) of the involved campus(es), shall determine which campus process will be used. The VPR’s determination shall be final.

LIMITATION OF ACTIONS

Unless otherwise required by federal, state, or local law, allegations must be raised within six years of the date on which the alleged Research Misconduct occurred.

DEFINITIONS

**Academic Misconduct.** See “Research Misconduct.”

**Allegation.** Any written or oral statement or other indication of possible Research Misconduct made to an institutional official.

**Complainant.** See “Initiator.”

**Conflict of Interest.** A Conflict of Interest occurs when a person’s multiple interests create the possibility of biased decision making. This general concept of conflict is to be distinguished from financial conflicts of interest that might affect an Investigator’s Research, which are covered by separate University policies. For the purposes of this document, Conflict of Interest refers generally to the possibility of compromised decision making due to relationships between the decision maker and either the Initiator, the Respondent, or the Research that is the subject of the allegations.

**External Entity.** Any person, trust, organization, enterprise, or other entity (including government agencies) not under the control of or under common control with the University.

**Good Faith Allegation.** An allegation of research misconduct made by an Initiator who believes that research misconduct may have occurred. An allegation is not in good faith if it is made with reckless disregard for or willful ignorance of facts that would disprove the allegation.

**Initiator.** A person who submits an allegation of Research Misconduct.

**Inquiry.** Information gathering and initial fact-finding to determine if an allegation or apparent instance of research misconduct has substance and therefore warrants an Investigation.

**Investigation.** The formal examination and evaluation of all relevant facts to determine whether misconduct has occurred, and, if so, the responsible person and the seriousness of the misconduct.

**Investigator.** Any person, including but not limited to any person holding an academic or professional staff appointment at Indiana University, who is engaged in the design, conduct, or reporting of Research.

**Misconduct.** See “Research Misconduct.”
Research. A systematic investigation designed to develop or contribute to generalizable knowledge. The term encompasses basic and applied research and product development, as well as research training activities.

Research Integrity Officer (RIO). A person identified by the Vice President for Research to have primary responsibility for assuring adherence to the policies set forth in this document and campus procedures adopted to implement it. Research Misconduct. Indiana University defines Research Misconduct as provided in the regulations promulgated by the Public Health Service and the National Science Foundation:

Fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the research community for proposing, conducting, or reporting research. Included is retaliation of any kind against a person who reported or provided information about suspected or alleged misconduct and who has not acted in bad faith. It does not include honest error or honest differences in interpretations or judgments of data.

The existence of bad faith motivation shall be determined by the Inquiry or Investigation Committees and, if found, may be subject to sanctions. A claim that one was not aware that an action was a serious deviation from the accepted ethical standards in scholarship is not a mitigating factor to any determination of Research Misconduct.

In interpreting this definition, we are guided by the following standards, which both elaborate on the terms used in the above definition and provide some examples of what is included. The term “Research Misconduct” thus includes but is not limited to:

1. Falsification, fabrication, or misrepresentation. Dishonesty in reporting research, including:
   a. reporting experiments, measurements, or statistical analyses never performed;
   b. manipulating or altering data or other manifestations of the research to achieve a desired result;
   c. intentionally falsifying or misrepresenting background information, including biographical data, citation of publications, or status of manuscripts; and
   d. selective reporting, including the deliberate suppression of conflicting or unwanted data.

2. Misappropriation. Unacknowledged appropriation of the work of others, including plagiarism, abuse of confidentiality with respect to unpublished materials, misappropriation of physical materials, or other misappropriation of intellectual property:
   a. Plagiarism shall be understood to mean the presentation of the documented words or ideas of another as one’s own, without attribution appropriate for the medium of presentation.
   b. Abuse of confidentiality includes the use (or release to others) of ideas or preliminary data of others which were given in the expectation of confidentiality, such as those gained from (1) access to privileged information through the opportunity for editorial review of manuscripts submitted to journals; and
(2) the opportunity for peer review of proposals being considered for funding by External Entities or by internal committees such as the Human Subjects Committee, the Animal Care and Use Committee, or other committees through which one gains access to privileged research-related information.

c. Misappropriation of physical materials. The intentional taking of or imposition of damage to the research related property of another, including apparatus, reagents, biological materials, writings, data, hardware, software, or any other substance or device used or produced in the conduct of research.

d. Other misappropriation of intellectual property includes failure to designate authorship where appropriate.

3. Noncompliance with research regulations. Serious noncompliance with research regulations (including but not limited to those governing the use of biohazardous materials, human subjects, laboratory animals, new drugs, radioactive materials, genetically altered organisms, and safety) after notice of their existence by the University or federal, state, or other appropriate agency.

4. Failure to report observed Research Misconduct. The failure on the part of any member of the University community who has actual knowledge of activities constituting Research Misconduct to bring such activities to the attention of the University by informing either the Unit Executive, the Research Integrity Officer, or the chair of the Standing Committee on Research Integrity. Included is any effort to cover up major episodes of misconduct. The degree of involvement with the project and the level of responsibility held are key determinants of when the failure to report becomes a sanctionable offense.

5. Obstruction of Investigations of Research Misconduct. Obstruction of Investigations of Research Misconduct consists of intentionally withholding or destroying evidence in violation of a duty to disclose or preserve; falsifying evidence; subornation or intentionally providing false information; and attempting to intimidate or retaliate against persons who have provided or may provide information or who may provide potential leads to other persons or evidence before, during, or after the commencement of any formal or informal proceeding.

6. Retaliation. Any adverse action against a person who reports or provides information about suspected or alleged misconduct and who has acted in good faith.

Research Record. Any data, document, computer file, computer diskette, or any other written or non-written account or object that reasonably may be expected to provide evidence or information regarding the proposed, conducted, or reported research that constitutes the subject of an allegation of Research Misconduct. A Research Record includes, but is not limited to, grant or contract applications, whether funded or unfunded; grant or contract progress and other reports; laboratory notebooks; notes; printed or electronic correspondence;
memoranda of telephone calls; videos; photographs; X-ray film; slides; biological materials; computer files and printouts; manuscripts and publications; equipment use logs; laboratory procurement records; animal facility records; human and animal subject protocols; consent forms; medical charts; and patient research files.

**Respondent.** The person against whom an allegation of Research Misconduct is directed, or the person whose actions are the subject of the Inquiry or Investigation.

**Retaliation.** Any adverse action against a person who reports or provides information about suspected or alleged misconduct and who has acted in good faith.

**RIO.** See “Research Integrity Officer.”

**Sponsored Programs.** Research, training, and instructional projects involving funds, materials, gifts, or other compensation from External Entities under agreements with the University.

**Unit Executive.** Dean, chair, or director of the unit in which the alleged misconduct occurred.

**VPR.** The Vice President for Research.

**CONFIDENTIALITY**

Institutional activities engaged in pursuant to this policy shall be conducted in such a way as to protect the privacy and confidentiality of Initiators and Respondents to the extent possible consistent with protecting the public health and safety and with carrying out the Inquiry or Investigation. If the Initiator requests anonymity, the University will strive to honor the request within the limits set by applicable policies and regulations and federal, state, and local law.

**RESTORING REPUTATIONS**

The University will make diligent efforts, as appropriate, to restore the reputations of persons alleged to have engaged in Research Misconduct when allegations are not confirmed.

**RETAILIATION**

The University will make diligent efforts to protect the positions and reputations of those persons who, in good faith, make allegations and those who cooperate with an Inquiry or Investigation into an allegation of Research Misconduct. Instances of apparent retaliation will be reviewed by the VPR for appropriate action; appropriate preventative measures may be instituted. [Note: In the absence of specific procedures for protecting persons from retaliation, the University will look to government guidelines developed for this purpose. See, e.g., Commission on Research Integrity, *Integrity and Misconduct in Research: Report of the Commission on Research Integrity*, Recommendation 7: “Responsible Whistleblowing: A Whistleblower’s Bill of Rights,” pp. 36–38 (1995); Office of Research Integrity, Department of Health and Human Services, “Draft Whistleblower Protection Guidelines” (October 30, 1995) reprinted in Commission on Research Integrity, *Integrity and Misconduct in Research: Report of the Commission on Research Integrity*, Appendix E, pp. 56–57 (1995).]

**ROLE OF COUNSEL**

The University (including the RIO, Unit Executive, VPR, or others acting on the University’s behalf in the
investigatory process) may consult with the University Counsel on procedural matters at any stage of the proceedings. The Respondent may be accompanied by counsel of his or her choice when interviewed in the course of an Inquiry or Investigation. Respondent’s counsel may provide the Respondent advice, but may not participate in the proceedings.

CONFLICT OF INTEREST
No decision maker in the process shall have a Conflict of Interest that might compromise his or her objectivity. A conflict exists when:

1. a decision maker has a close personal or professional relationship with the Respondent or Initiator [e.g., current or former students or mentor, direct supervisory or subordinate relationship (other than as Unit Executive-unit member), direct collaborator within the past seven years];
2. a decision maker has or has had professional differences of opinion with any of the involved individuals that might reasonably be expected to affect objectivity in considering the case;
3. a decision maker has financial ties to the involved individuals; or
4. when there are any other reasons that might affect his or her ability to provide an objective review of the allegations. The Initiator, Respondent, or any other participant in the process may raise objections on the basis of Conflict of Interest.

CAMPUS PROCEDURES
Each campus shall develop procedures through which allegations of Research Misconduct are to be handled. If a campus elects not to adopt its own procedures, the procedures established for the Bloomington campus will apply.

Campus procedures must provide for a two-stage process consisting of (1) an “inquiry” and (2) an “investigation.” Inquiries are information gathering and initial factfinding to determine whether an allegation or apparent instance of research misconduct warrants an Investigation. Investigations are the formal examination and evaluation of all relevant facts to determine whether misconduct has occurred, and, if so, the responsible person and the seriousness of the misconduct.

The procedures may differ substantially from campus to campus, but must provide for [Note: These requirements are drawn from US Public Health Service regulations governing institutional responsibilities in responding to allegations of research misconduct. See 42 Code of Federal Regulations Part 50, Sections 101 et seq. All campus procedures must, at a minimum, adhere to these standards.]:

1. Reporting allegations of Research Misconduct to officials within the University.
2. Inquiring immediately into an allegation or other evidence of possible Research Misconduct. An Inquiry must be completed within 60 calendar days of its initiation unless circumstances clearly warrant a longer period. A written report shall be prepared that states what evidence was reviewed, summarizes relevant interviews, and includes the conclusions of the Inquiry. The individual(s) against whom the allegation was made shall be given a copy of the Inquiry report.
If they comment on that report, their comments will be made part of the record. If the Inquiry takes longer than 60 calendar days to complete, the record of the Inquiry shall include documentation of the reasons for exceeding the 60-day period.

3. Protecting, to the maximum extent possible, the privacy of those who in good faith report apparent misconduct.

4. Affording the affected individual(s) confidential treatment to the maximum extent possible, a prompt and thorough Investigation, and an opportunity to comment on allegations and findings of the Inquiry and/or the Investigation.

5. Securing necessary and appropriate expertise to carry out a thorough and authoritative evaluation of the relevant evidence in any Inquiry or Investigation.

6. Maintaining sufficiently detailed documentation of Inquiries to permit a later assessment of the reasons for determining that an Investigation was not warranted, if such was the conclusion of the Inquiry. Such records shall be maintained in a secure manner for a period of at least three years after the termination of the Inquiry, and shall, upon request, be provided to authorized agency personnel, to the extent and in the manner required by law or agency policy.

7. Undertaking an Investigation within 30 calendar days of the completion of the Inquiry, if findings from that Inquiry provide sufficient basis for conducting an Investigation. The Investigation normally will include examination of all Research Records. Whenever possible, interviews should be conducted of all individuals involved either in making the allegation or against whom the allegation is made, as well as other individuals who might have information regarding key aspects of the allegations; complete summaries of these interviews should be prepared, provided to the interviewed party for comment or revision, and included as part of the investigatory file.

8. Completing Investigations within 120 calendar days of their initiation. This includes conducting the Investigation, preparing the report of findings, making that report available for comment by the subjects of the Investigation, and, if required, submitting the report to the funding agency. Extensions of time must be approved by the Vice President for Research and, if required by law or agency policy, by the funding agency.

9. Taking precautions against real or apparent conflicts of interest on the part of those involved in the Inquiry or Investigation.

10. Preparing and maintaining the documentation to substantiate the Investigation's findings. Such records shall be maintained in a secure manner for a period of at least three years after the termination of the Investigation and shall, upon request, be provided to authorized agency personnel, to the extent and in the manner required by law or agency policy.

11. Taking interim administrative actions, as appropriate, to protect the health and safety of research subjects or patients, to protect
the interests of students and colleagues, to preserve evidence, and to protect resources.

12. Undertaking diligent efforts, as appropriate, to restore the reputations of persons alleged to have engaged in research misconduct when allegations are not confirmed, and also undertaking diligent efforts to protect the positions and reputations of those persons who, in good faith, make allegations or who cooperate in an Inquiry or Investigation.

13. Imposing appropriate sanctions on individuals when the allegation of research misconduct has been substantiated.

14. Providing notification or other reporting to funding agencies to the extent and in the manner required by law or agency policy.

(University Faculty Council, February 10, 1998)

Procedures For Responding To Allegations Of Research Misconduct

This document constitutes the procedures for responding to allegations of Research Misconduct for the Bloomington campus, developed as required by the University’s “Policy on Research Integrity and Guidelines for Establishing Procedures for Responding to Allegations of Research Misconduct” and by federal law. [Note: see, e.g., 42 CFR 50.101 et seq. (Public Health Service, “Responsibility of PHS Awardee and Applicant Institutions for Dealing With and Reporting Possible Misconduct in Science”) and 45 CFR 689 et seq. (National Science Foundation, “Misconduct in Science and Engineering”)]

APPLICABILITY

These procedures apply to all academic and staff appointees who are engaged in the conduct of research, whether or not the research is funded, and to all others affiliated with Indiana University (including students) who are engaged in research through a Sponsored Program, to the extent of that research. Other research misconduct on the part of students is to be dealt with through the normal disciplinary channels as provided in the Code of Student Conduct, the Code of Student Ethics promulgated by the University Graduate School, or other relevant University policies governing the conduct of students.

Part of the maintenance and perpetuation of high ethical standards includes the responsibility to report research misconduct. If University colleagues observe misconduct, they are expected to report it as provided for in these procedures.

These procedures constitute the exclusive process for raising and resolving allegations of research misconduct, as defined herein. In cases involving more than one aspect of possible misconduct (e.g., research misconduct plus discrimination or sexual harassment), it is intended that the other aspects of the case be separated from the research misconduct issues. The other aspects of the case are to be handled through the offices that are responsible for receiving and resolving such disputes; allegations of research misconduct that come within the jurisdiction of these proce-
dures may be handled only under the auspices of the Vice President for Research pursuant to these procedures. The Research Integrity Officer will cooperate with other offices to ensure that the various aspects of a case are addressed and to coordinate the timing of multiple dispute resolution processes so as to ensure fair treatment of the persons involved.

MULTI-CAMPUS JURISDICTION
Cases involving multiple Respondents who are subject to the jurisdiction of different Indiana University campuses shall be handled through a single investigatory process pursuant to the Research Misconduct procedures of one of the campuses having jurisdiction over one of the Respondents. The Vice President for Research (VPR), in consultation with the chancellor(s) of the involved campus(es), shall determine which campus process will be used. The VPR’s determination shall be final.

LIMITATION OF ACTIONS
Unless otherwise required by federal, state, or local law, allegations must be raised within six years of the date on which the alleged Research Misconduct occurred.

DEFINITIONS

*Academic Misconduct.* See “Research Misconduct.”

*Allegation.* Any written or oral statement or other indication of possible Research Misconduct made to an institutional official.

*Complainant.* See “Initiator.”

*Conflict of Interest.* A Conflict of Interest occurs when a person’s multiple interests create the possibility of biased decision making. This general concept of conflict is to be distinguished from financial conflicts of interest that might affect an Investigator’s Research, which are covered by separate University policies. For the purposes of this document, Conflict of Interest refers generally to the possibility of compromised decision making due to relationships between the decision maker and either the Initiator, the Respondent, or the Research that is the subject of an Allegation.

*External Entity.* Any person, trust, organization, enterprise, or other entity (including government agencies) not under the control of or under common control with the University.

*Good Faith Allegation.* An Allegation of Research Misconduct made by an Initiator who believes that Research Misconduct may have occurred. An Allegation is not in good faith if it is made with reckless disregard for or willful ignorance of facts that would disprove the Allegation. Initiator. A person who submits an Allegation of Research Misconduct.

*Inquiry.* Information gathering and initial fact finding to determine whether an Allegation or apparent instance of Research Misconduct has substance and therefore warrants an Investigation.

*Investigation.* The formal examination and evaluation of all relevant facts to determine whether Research Misconduct has occurred, and, if so, the responsible person and the seriousness of the misconduct.

*Investigator.* Any person, including but not limited to any person holding an academic or professional staff appointment at Indiana University, who is engaged in the design, conduct, or reporting of Research.
Misconduct. See “Research Misconduct.”

Research. A systematic investigation designed to develop or contribute to generalizable knowledge. The term encompasses basic and applied research and product development, as well as research training activities.

Research Integrity Officer (RIO). A person identified by the Vice President for Research to have primary responsibility for assuring adherence to the procedures set forth in this document and campus procedures adopted to implement it. On the Bloomington campus, the Associate Dean for Research shall serve as the Research Integrity Officer. References to the Research Integrity Officer include the RIO and his or her designee.

Research Misconduct. Indiana University defines Research Misconduct as provided in the regulations promulgated by the Public Health Service and the National Science Foundation: “Fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the research community for proposing, conducting, or reporting research. Included is retaliation of any kind against a person who reported or provided information about suspected or alleged misconduct and who has not acted in bad faith. It does not include honest error or honest differences in interpretations or judgments of data.” The existence of bad faith motivation shall be determined by the Inquiry or Investigation Committees and, if found, may be subject to sanctions. A claim that one was not aware that an action was a serious deviation from the accepted ethical standards in scholarship is not a mitigating factor to any determination of Research Misconduct. In interpreting this definition, we are guided by the following standards, which both elaborate on the terms used in the above definition and provide some examples of what is included. The term “Research Misconduct” thus includes but is not limited to:

1. Falsification, fabrication, or misrepresentation. Dishonesty in reporting research, including
   a. reporting experiments, measurements, or statistical analyses never performed;
   b. manipulating or altering data or other manifestations of the research to achieve a desired result;
   c. intentionally falsifying or misrepresenting background information, including biographical data, citation of publications, or status of manuscripts; and
   d. selective reporting, including the deliberate suppression of conflicting or unwanted data.

2. Misappropriation. Unacknowledged appropriation of the work of others, including plagiarism, abuse of confidentiality with respect to unpublished materials, misappropriation of physical materials, or other misappropriation of intellectual property.
   a. Plagiarism shall be understood to mean the presentation of the documented words or ideas of another as one’s own, without attribution appropriate for the medium of presentation.
   b. Abuse of confidentiality includes the use (or release to others) of ideas or preliminary data of others which were given in the
expectation of confidentiality, such as those gained from (1) access to privileged information through the opportunity for editorial review of manuscripts submitted to journals; and (2) the opportunity for peer review of proposals being considered for funding by External Entities or by internal committees such as the Human Subjects Committee, the Animal Care and Use Committee, or other committees through which one gains access to privileged research-related information.

c. Misappropriation of physical materials. The intentional taking of or imposition of damage to the research-related property of another, including apparatus, reagents, biological materials, writings, data, hardware, software, or any other substance or device used or produced in the conduct of research.

d. Other misappropriation of intellectual property includes failure to designate authorship where appropriate.

3. Noncompliance with research regulations. Serious noncompliance with research regulations (including but not limited to those governing the use of biohazardous materials, human subjects, laboratory animals, new drugs, radioactive materials, genetically altered organisms, and safety) after notice of their existence by the University or federal, state, or other appropriate agency.

4. Failure to report observed Research Misconduct. The failure on the part of any member of the University community who has actual knowledge of activities constituting Research Misconduct to bring such activities to the attention of the University by informing either the Unit Executive, the Research Integrity Officer, or the chair of the Standing Committee on Research Integrity. Included is any effort to cover up major episodes of misconduct. The degree of involvement with the project and the level of responsibility held are key determinants of when the failure to report becomes a sanctionable offense.

5. Obstruction of Investigations of Research Misconduct. Obstruction of Investigations of Research Misconduct consists of intentionally withholding or destroying evidence in violation of a duty to disclose or preserve; falsifying evidence; subornation or intentionally providing false information; and attempting to intimidate or retaliate against persons who have provided or may provide information or who may provide potential leads to other persons or evidence before, during, or after the commencement of any formal or informal proceeding.

6. Retaliation. Any adverse action against a person who reports or provides information about suspected or alleged misconduct and who has acted in good faith.

\textit{Research Record}. Any data, document, computer file, computer diskette, or any other written or non-written account or object that reasonably may be expected to provide evidence or information regarding the proposed, conducted, or reported research that constitutes the subject of an Allegation of Research Miscon-
A Research Record includes, but is not limited to, grant or contract applications, whether funded or unfunded; grant or contract progress and other reports; laboratory notebooks; notes; printed or electronic correspondence; memoranda of telephone calls; videos; photographs; X-ray film; slides; biological materials; computer files and printouts; manuscripts and publications; equipment use logs; laboratory procurement records; animal facility records; human and animal subject protocols; consent forms; medical charts; and patient research files.

Respondent. The person against whom an Allegation of Research Misconduct is directed, or the person whose actions are the subject of an Inquiry or Investigation.

Retaliation. Any adverse action against a person who reports or provides information about suspected or alleged misconduct and who has acted in good faith.

RIO. See “Research Integrity Officer.”

Sponsored Programs. Research, training, and instructional projects involving funds, materials, gifts, or other compensation from External Entities under agreements with the University.

Standing Committee on Research Integrity. A standing committee, appointed by the VPR, to advise the VPR on issues of Research Misconduct. The Standing Committee serves three functions: (1) potential Initiators may consult with the Standing Committee chair to discuss their concerns; (2) the Standing Committee assists the RIO in determining whether an Allegation should proceed to an Inquiry; (3) the Standing Committee maintains the University's Policy on Research Integrity and Procedures for Responding to Allegations of Research Misconduct for the Bloomington campus.

Unit Executive. Dean, chair, or director of the unit in which the alleged misconduct occurred.

VPR. The Vice President for Research.

CONFIDENTIALITY
Institutional activities engaged in pursuant to this policy shall be conducted in such a way as to protect the privacy and confidentiality of Initiators and Respondents to the extent possible consistent with protecting the public health and safety and with carrying out the Inquiry or Investigation. If the Initiator requests anonymity, the University will strive to honor the request within the limits set by considerations of due process, by applicable policies and regulations, and by federal, state, and local law.

RESTORING REPUTATIONS
The University will make diligent efforts, as appropriate, to restore the reputations of persons alleged to have engaged in Research Misconduct when Allegations are not confirmed.

RETLATION
The University will make diligent efforts to protect the positions and reputations of those persons who, in good faith, make Allegations and those who cooperate with an Inquiry or Investigation into an Allegation of Research Misconduct [42 CFR 50.103(d)(13)]. Instances of apparent retaliation will be reviewed by the VPR for appropriate action; appropriate preventative measures may
be instituted [Note: in the absence of specific procedures for protecting persons from retaliation, the University will look to government guidelines developed for this purpose. (See, e.g., Commission on Research Integrity, Integrity and Misconduct in Research: Report of the Commission on Research Integrity, Recommendation 7: “Responsible Whistleblowing: A Whistleblower’s Bill of Rights,” pp. 36-38 (1995); Office of Research Integrity, Department of Health and Human Services, “ORI Guidelines for Institutions and Whistleblowers: Responding to Possible Retaliation Against Whistleblowers in Extramural Research” (November 1995), reprinted as Appendix F to ORI Handbook for Institutional Research Integrity Officers (February 1997).)]

ROLE OF COUNSEL
The University (including the RIO, Unit Executive, Standing Committee, VPR, or others acting on the University’s behalf in the investigatory process) may consult with the University Counsel on procedural matters at any stage of the proceedings. The Respondent may be accompanied by counsel of his or her choice when interviewed in the course of these proceedings. Respondent’s counsel may provide the Respondent advice, but may not participate in the proceedings.

CONFLICT OF INTEREST
No decision maker in the process may have a Conflict of Interest that might compromise his or her objectivity. A conflict exists when:
1. a decision maker has a close personal or professional relationship with the Respondent or Initiator [e.g., current or former students or mentor, direct supervisory or subordinate relationship (other than as Unit Executive-unit member), direct collaborator within the past seven years];
2. a decision maker has or has had professional differences of opinion with any of the involved individuals that might reasonably be expected to affect objectivity in considering the case;
3. a decision maker has financial ties to the involved individual(s); or
4. there are any other reasons that might affect his or her ability to provide an objective review of the Allegations. The Initiator, Respondent, or any other participant in the process may raise objections on the basis of Conflict of Interest.

PROCEDURES
1. Rights and Responsibilities
a. Research Integrity Officer. The RIO will have primary responsibility for assuring adherence to the procedures set forth in this document. The RIO is responsible for assessing Allegations of Research Misconduct, determining when such Allegations warrant Inquiries, and for overseeing Inquiries and Investigations. The RIO will assist Inquiry and Investigation Committees, and will also assist members of the University community in complying with these procedures and with relevant standards imposed by government or other External Entities. The RIO will ensure that all reporting requirements are met. [Note: for example, NSF requires that it be notified immediately “if
an initial inquiry supports a formal investigation,” and that it be kept informed during the investigation. NSF further requires that it be notified “even before deciding to initiate an investigation or as required during an investigation i. if the seriousness of apparent misconduct warrants; ii. if immediate health hazards are involved; iii. if NSF’s resources, reputation, or other interests need protecting; iv. if Federal action may be needed to protect the interests of a subject of the investigation or of others potentially affected; or v. if the scientific community or the public should be informed” (42 CFR 50.104).

Similarly, PHS requires that it be notified in writing when the institution determines that an investigation is warranted, and further requires notification whenever “any of the following conditions exist: 1. there is an immediate health hazard involved; 2. there is an immediate need to protect Federal funds or equipment; 3. 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; 4. it is probable that the alleged incident is going to be reported publicly; or 5. there is a reasonable indication of possible criminal violation. In that instance the institution must [notify PHS] within 24 hours of obtaining that information” (42 CFR 50.103, 50.104).

The notification of a decision to initiate an Investigation “should include the name of the person(s) against whom the allegations have been made, the general nature of the allegation, and the PHS application or grant number(s) involved” (42 CFR 50.104).

The RIO is responsible for maintaining files of all documents and evidence and for the confidentiality and security of the files. The responsibilities assigned to the RIO shall not be deemed to constitute rights of the Respondent or Initiator.

b. Initiator. The Initiator shall have an opportunity to be interviewed by the Inquiry and Investigation Committees, to review portions of the Inquiry and Investigation reports pertinent to those interviews, to be informed of the results of the Inquiry and Investigation, and to be protected, to the extent possible, from retaliation. The Initiator is responsible for making Allegations in good faith, maintaining confidentiality, and cooperating with any Inquiry or Investigation conducted as a result of information he or she has brought to the attention of the University.

c. Respondent. When an Inquiry is initiated, the Respondent shall be informed, in writing, of the Allegations and shall be notified in writing of the final determinations and resulting actions. The Respondent shall also have the opportunity to be interviewed by, and present evidence to, the Inquiry and Investigation Committees, to review the Inquiry and Investigation reports, and to have the advice of
counsel. If the Respondent wishes to have an advisor (either legal counsel or another individual) present during those parts of the Inquiry or Investigation at which the Respondent is entitled or requested to attend, notice of the advisor’s attendance shall be submitted to the Committee at least 48 hours prior to the interview. Where the Respondent will be accompanied by legal counsel during an Investigation, the Respondent shall so notify the Investigation Committee no fewer than ten working days prior to the session at which the Respondent’s legal counsel will be attending. Advisors, whether legal counsel or another individual, may observe and provide advice to the Respondent, but may not participate in the proceedings. The Respondent may provide written comments on the Inquiry and Investigation reports, which shall become a part of the record. If the Respondent is not found to have engaged in Research Misconduct, the University shall act to assist the Respondent in restoring his or her reputation. The Respondent is responsible for maintaining confidentiality and for cooperating with the conduct of an Inquiry or Investigation. The Respondent shall refrain from retaliating against Initiators who raise Allegations in good faith or against other persons who cooperate in Inquiries and Investigations.

d. Vice President for Research (VPR). The VPR is responsible for implementation and oversight of these procedures. The VPR retains final decision making authority over all actions related to these procedures. The VPR will appoint the Standing Committee on Research Integrity, Inquiry Committees, and Investigation Committees. The VPR will ensure that the necessary and appropriate expertise is secured to carry out a thorough and authoritative evaluation of the relevant evidence in an Inquiry or Investigation. The VPR will also ensure that interim administrative actions are taken, as appropriate, to ensure compliance with all relevant government regulations. The VPR will receive the Inquiry report and written comments of the Respondent, if any are made. The VPR will decide whether the findings from the Inquiry provide sufficient evidence of possible Research Misconduct to justify conducting an Investigation. The VPR will receive the Investigation report and written comments of the Respondent, if any are made. The VPR will decide whether Research Misconduct occurred. The VPR may also impose or recommend to the appropriate disciplinary body the imposition of sanctions and/or take other administrative actions, as necessary or appropriate.

e. Members of the University Community. All members of the University community shall cooperate with the Inquiry and Investigation Committees and provide relevant evidence in the course of Research Misconduct proceedings.

2. Standards of Review; Provision of Documents
a. An Investigation is warranted if, through the conduct of an Inquiry,
the University determines that there is substance to an Allegation of Research Misconduct.

b. An Investigation shall conclude that Research Misconduct has occurred where such a finding is supported by a preponderance of the evidence.

c. The Inquiry and Investigation Committees shall have the authority, through the VPR, to require submission to the Committee any documents or materials it deems necessary to the conduct of the Inquiry or Investigation.

3. Interim Action; Preservation of Evidence

At any time after an Allegation of Research Misconduct has been made and before final disposition of the case, the RIO or the Unit Executive, with the approval of the VPR, may take interim administrative actions required to protect the health and safety of research subjects or patients, to protect the interests of students and colleagues, to preserve evidence, or to protect resources. Any interim action should be devised and taken so as to create minimal interference with the regular activities of the Respondent and others, and in accordance with University policy. If any criminal activities are discovered during a research integrity Inquiry or Investigation, the University Counsel shall be notified; however, the Inquiry or Investigation should not be suspended.

4. Initiation of the Process

Allegations of Research Misconduct may be raised in several ways, as set forth below.

a. Initiating Notification. Initiators shall report and provide all relevant information or evidence of Research Misconduct to

i. the Unit Executive of the unit in which the person alleged to have committed the unethical research practice (the Respondent) holds principal appointment; or

ii. the RIO; or

iii. the chair of the Standing Committee on Research Integrity.

Where information regarding possible Research Misconduct is reported to the Unit Executive or the chair of the Standing Committee on Research Integrity, the Unit Executive or Standing Committee chair shall notify the RIO promptly. If an Allegation of Research Misconduct involving a person affiliated with the University originates outside the University, it shall be channeled to and through the RIO. Prior to submitting a formal Allegation a potential Initiator is encouraged to consult informally with the RIO, the Unit Executive, or the Standing Committee chair. The “advisor” is to keep such consultations in confidence; the confidential nature of the consultation is to be discussed by all parties at this stage. The potential Initiator should also be advised of the limits of confidentiality. Specifically, the Initiator’s identification will normally become known during the Investigation stage. It may, however, be possible to maintain confidentiality even through the Investigation, when confidentiality has been requested, in cases in which there is credible evidence apart from the Initiator’s written Al-
legation and that does not require the Initiator's testimony (e.g., most allegations of plagiarism). The purpose of the consultation is to provide advice to the potential Initiator. The consultation shall help distinguish whether the case involves questions of Research Misconduct, is to be resolved by other deliberative or mediation procedures, or does not warrant further action. If the potential Initiator consults with an administrator (RIO, Unit Executive, Standing Committee chair), the administrator will inform the potential Initiator of the need to file written Allegations if he or she wishes the matter to go forward. The potential Initiator shall also be told that the administrator may file written Allegations even if the potential Initiator decides not to submit them, if the administrator believes there may be sufficient cause and evidence to warrant an Inquiry. The potential Initiator will also be informed of his or her obligation to cooperate in any Inquiry or Investigation that may take place. The VPR, RIO, Unit Executive, and Standing Committee chair shall each consider and act upon any credible information which comes to his or her attention indicating that Research Misconduct may have occurred, regardless of whether or not the matter involves an Initiator. Where there is no Initiator, the VPR, Unit Executive, or Standing Committee chair shall reduce the concern to a written Allegation, which he or she shall submit to the RIO for his or her determination whether the matter should proceed to an Inquiry (see section 4c, below). Where such information comes to the attention of the RIO, the RIO shall reduce the concern to a written Allegation for consideration under section 4c. The administrator submitting an Allegation under these circumstances shall be considered the Initiator for the purposes of these procedures.

b. Submission of Formal Allegation. All formal Allegations must be in writing and shall be made in one of the following ways:

i. The Initiator may consult with the RIO, Unit Executive, or Standing Committee chair as provided in section 4a, above. In this case, the Initiator may submit an Allegation within 14 calendar days after seeking such advice. Initiators may submit Allegations to either the RIO, the Unit Executive, or the Standing Committee chair. Allegations received by the Unit Executive or Standing Committee chair shall be forwarded to the RIO. If the Initiator does not file a written Allegation within the allotted time, the matter will be dropped unless further conditions are met, as provided in section 4b, paragraph 3, below. Where no written Allegation is filed by either the potential Initiator, the RIO, the Unit Executive, or the Standing Committee chair, the Initiator shall be notified that the matter has been dropped and that no investigative activities will take place.

ii. An Initiator wishing to raise an Allegation of Research Mis-
conduct may submit a written Allegation to either the RIO, the Unit Executive, or the Standing Committee chair without having first consulted with the RIO, Unit Executive, or Standing Committee chair. If it is received by the Unit Executive or Standing Committee chair, it shall be forwarded to the RIO.

iii. If the Initiator does not file a written Allegation within 14 calendar days of consulting with the RIO, Unit Executive, or Standing Committee chair, the matter will be dropped unless the following condition is met: If the RIO, Unit Executive, or Standing Committee chair determines that there may be sufficient cause and evidence to warrant an Inquiry, then he or she shall submit a written Allegation. Allegations by the Unit Executive or Standing Committee chair are to be submitted to the RIO. The RIO, in consultation with the Standing Committee, will make a final determination whether the matter should proceed to an Inquiry. If neither the Initiator, RIO, Unit Executive, nor Standing Committee chair files an Allegation, no investigative activities regarding the concerns expressed by the Initiator shall take place. The Initiator shall be notified that the matter has been dropped and that no investigative activities will take place.

c. Receipt of Formal Allegation. On receipt of a written Allegation of Research Misconduct, the RIO shall, in consultation with the Standing Committee, determine whether the Allegation is frivolous, does not raise questions of Research Misconduct (as herein defined), is more appropriately resolved by other deliberative or mediation procedures, or does not warrant further action. In such a case, the RIO may, at his or her discretion, handle the matter informally or refer it to the appropriate person or process. The RIO may, at his or her discretion, discuss the Allegation with the Initiator, the Respondent, and/or Unit Executive prior to making this determination, and may also gather further information from other sources, as necessary. The RIO shall notify the VPR of receipt of the Allegation and of the action taken.

d. Disposition of the Case. If the Allegation does not raise questions of Research Misconduct, does not warrant further action, is determined to be frivolous, or is determined to be more appropriately resolved by other deliberative or mediation procedures, the Initiator and anyone else known to be aware of the Allegation will be so notified. If the Allegation is determined to be nonfrivolous or is not more appropriately resolved by other deliberative or mediation procedures, an Inquiry shall be initiated. The RIO, in consultation with the Standing Committee, shall identify clearly and in writing the Allegation and any related issues that should be evaluated in the Inquiry.
5. The Inquiry
The purpose of an Inquiry is to determine whether there is sufficient credible evidence of possible Research Misconduct to warrant conducting an Investigation.
a. Appointment of Inquiry Committee. The Inquiry shall be carried out by a committee of no fewer than three persons appointed by the VPR. The VPR shall appoint the Inquiry Committee within ten working days of the determination that an Inquiry should be initiated. Members of the committee shall have no real or apparent Conflicts of Interest with the Respondent or with the case in question, shall be unbiased, and shall, together, possess sufficient expertise to enable the Committee to conduct the Inquiry and to evaluate the evidence and issues related to the Allegation. Appointees are expected to notify the VPR of any known Conflict of Interest or of an inability to render unbiased judgment. Wherever feasible, one member of the Inquiry Committee shall be from the unit in which the Respondent holds primary appointment and one member shall be a faculty member from elsewhere in the University. One member of the Inquiry Committee must be a member of the Standing Committee. Where necessary (e.g., to obtain appropriate expertise), the VPR may appoint an individual from outside the University. Any exception to the designated composition of the Inquiry Committee shall be made only for good cause and shall be documented in the Inquiry report. The VPR shall designate a chair, who shall be a University appointee who is not from the unit in which the Respondent holds primary appointment.
b. Notification of Initiation of Inquiry. Where feasible, the RIO shall review with the Initiator the details of the Allegation and related issues and describe the process that will be followed. The RIO shall then notify the Initiator in writing of the initiation of the Inquiry, including a statement of the Allegations and related issues that will be the subject of the Inquiry and the membership of the Inquiry Committee. The RIO shall include with the notification a copy of this document and an explanation of the Initiator’s rights and responsibilities under these procedures. The RIO shall explain that while every attempt will be made to maintain anonymity through the Inquiry phase of the process (if requested by the Initiator), the Initiator’s identity in most instances will be made known to the Respondent if an Investigation ensues. Upon initiation of the Inquiry, the RIO shall meet with the Respondent to present the Respondent with written notification of the Allegations and related issues and the membership of the Inquiry Committee; review the contents of the notification (i.e., the Allegation); describe the process that will be followed; and take possession of or otherwise secure pertinent Research Records or other research materials. The RIO shall also obtain an initial explanation from the Respondent, if the Respondent so desires. All other discussion of the substantive
particulars of the case shall take place within the context of the Inquiry itself. The RIO shall include with the notification a copy of this document and an explanation of the Respondent’s rights and responsibilities under these procedures, and also of his or her right to submit a written response to the Allegation. The RIO shall remind the Respondent of his or her obligation to cooperate with the investigative process and to provide all relevant materials and information. Refusal to do so or other uncooperative behavior may result in an immediate recommendation that an Investigation is justified. The Unit Executive shall be notified of the initiation of any Inquiry.

c. Objections to Committee Membership. The notifications shall state that the Respondent and/or Initiator may object, in writing, to any of the proposed appointees on the grounds that the person does not meet the criteria stated above. Any objections shall be submitted to the RIO within five working days of receipt of the notification. The VPR shall consider the objection, and if it is reasonable, the VPR shall replace the person with one who meets the stated criteria. The VPR’s decision as to whether the challenge is reasonable shall be final.

d. Confidentiality. All individuals involved with the case (Unit Executive, Standing Committee members, Inquiry Committee members, Initiator, Respondent, persons contacted or interviewed) shall be reminded that they are responsible for maintaining the confidentiality of the case.

e. Charge to the Inquiry Committee. The RIO shall convene the first meeting of the Inquiry Committee, review the Allegations, and describe appropriate procedures for conducting an Inquiry. The Inquiry Committee may consult with RIO or the Standing Committee as necessary during the course of the Inquiry. If issues of Research Misconduct that fall outside of the charge to the Inquiry Committee arise during the course of the Inquiry, the Inquiry Committee shall so inform the RIO, including in its communication the evidence on which its concerns are based. The RIO, in consultation with the Standing Committee and the Unit Executive, will consider the issues raised and, if warranted, amend the Allegations accordingly. The Respondent and Initiator shall receive appropriate notification of any such amendments.

f. Interviews. Whenever possible, interviews should be conducted with all individuals involved either in making the Allegation or against whom the Allegation is made. The Inquiry Committee may interview others and examine relevant Research Records and materials, as necessary to its determination whether there is sufficient credible evidence of Research Misconduct to warrant conducting an Investigation.

g. Agreed Statement of Facts. If the Respondent in written response agrees with the facts alleged, that may be the basis for a decision whether there should be an Investigation in lieu of continuation of
the Inquiry. The Agreed Statement of Facts may obviate the need for further information gathering, thereby foreshortening the Inquiry process. As such, it may, where appropriate, serve as a basis for the Inquiry Report.

h. *Provision of Documents.* The Inquiry Committee shall have the authority to require submission to the Committee of any documents or materials it deems necessary to the conduct of the Inquiry.

i. *Timing.* The Inquiry (including the VPR’s determination whether an Investigation should be initiated) shall be completed within 60 calendar days after its initiation [Note: allowable time frames for conducting Inquiries are also set by various governmental agencies. Inquiries involving research funded by PHS must be completed within 60 days unless circumstances clearly warrant a longer period (42 CFR 50.103). Inquiries involving research funded by NSF must be completed within 90 days; NSF may require periodic progress reports if completion of the Inquiry is delayed (45 CFR 689.3)]. Extensions of time must be approved by the VPR and the reason therefor must be documented in the Inquiry report. The Respondent shall be notified of any extensions of time. Commencement of the Inquiry is defined as the first meeting of the Inquiry Committee convened by the RIO.

j. *The Inquiry Report.* The Inquiry Committee shall document its findings in a report that states the Allegations, summarizes relevant interviews, and states the conclusions reached and the evidence on which it reached those conclusions. Where it finds that an Investigation is not warranted, the report and other retained documentation must be sufficiently detailed as to permit a later assessment of the reasons for the recommendation not to conduct an Investigation. The Inquiry report may be drafted with the assistance of the RIO. If the report recommends that an Investigation be conducted, it shall propose the subject matter to be included in the Investigation.

The draft Inquiry report shall be distributed to the Respondent, Standing Committee, and the RIO; a summary thereof or relevant portions (i.e., those portions that address the Initiator’s role and opinions in the Inquiry) shall be made available to the Initiator for review, if the Initiator is identifiable. The RIO may establish reasonable conditions for review to protect the confidentiality of the draft report. The Initiator and Respondent may submit written comments regarding the facts and findings to the RIO within 14 calendar days, which will be made a part of the final Inquiry record. Based on any comments received, the Inquiry Committee may revise the report, as the Committee deems appropriate.

The final Inquiry report, together with the Respondent’s and Initiator’s comments, if any, shall be forwarded to the VPR for action.
6. Disposition of the Case Following an Inquiry

Within ten working days of receipt of the Inquiry report and the Respondent’s and Initiator’s comments, if any, the VPR shall decide whether the findings from the Inquiry provide sufficient evidence of possible Research Misconduct to justify conducting an Investigation. If the VPR’s decision varies from the conclusion reached by the Inquiry Committee, the VPR shall prepare a report explaining in detail the basis for his or her decision. The report shall document the VPR’s findings, stating the conclusions reached and the evidence on which the VPR reached those conclusions.

Where the VPR’s decision is at variance with the Inquiry Committee’s decision whether an Investigation is warranted, the VPR shall notify the Respondent, the Initiator, the Inquiry Committee, and the Standing Committee of the decision within the specified ten-day period. The report documenting the reasons for the variant decision shall be distributed to the Respondent, the Standing Committee, the Inquiry Committee, and the RIO; a summary thereof or relevant portions (i.e., those portions that address the Initiator’s role and opinions in the Inquiry) shall be made available to the Initiator for review, if the Initiator is identifiable. The RIO may establish reasonable conditions for review to protect the confidentiality of the report. The report will be distributed within ten working days following notification of the VPR’s variant decision.

If the VPR decides that the matter is not to be pursued further, the RIO will act to ensure that all reference to the matter is expunged from the Respondent’s personnel file. A single copy of the records from the case sufficient to permit a later assessment of the reasons for the decision not to conduct an Investigation shall be maintained in a secure manner by the Office of the VPR for a period of three years after the termination of the Inquiry. Anyone known to have knowledge of the Inquiry (including the Respondent, the Initiator, the Unit Executive, the Standing Committee, and all persons who have been interviewed or otherwise informed of the Allegations) shall be informed that the matter has been dropped. The VPR shall take any other action which the VPR deems necessary to restore the Respondent’s reputation. The VPR may also take administrative action, as necessary or appropriate.

7. The Investigation

The purpose of an Investigation is to determine whether the alleged Research Misconduct occurred and, if so, to recommend appropriate sanctions.

a. Notification of Initiation of Investigation. The RIO will notify the Respondent and the Initiator in writing that an Investigation will take place and remind them of their obligation to cooperate in the conduct of the Investigation. The RIO will also notify external funding agencies and appropriate governmental offices, in the manner and to the extent required by law [42 CFR 50.103(d)(13)]. The RIO shall immediately secure any additional pertinent Research Records or materials that were not previously sequestered during the Inquiry.
b. **Timing of Commencement of Investigation.** The Investigation shall commence within 30 calendar days of the completion of the Inquiry [Note: completion of the Inquiry is defined as the date on which the VPR's decision is rendered. Where the VPR's decision varies from the recommendation of the Inquiry Committee, the completion date shall be the date on which the report documenting the variant decision is distributed to the Respondent. Commencement of the Investigation is defined as the first meeting of the Investigation Committee.].

c. **Timing of Completion of Investigation.** The Investigation should ordinarily be completed within 120 calendar days of its initiation [Note: any regulatory requirements regarding time limitations must be met. For example, PHS requires that the Investigation be completed (i.e., submission of the Investigation report to ORI) within 120 days (42 CFR 50.104(a)(5)). This means that the Respondent's and Initiator's comments must be received and a final decision reached by the VPR within the 120 day limit. Any extensions must be requested in writing, and, if granted, interim progress reports must be filed (42 CFR 50.104(a)(5)). Initiation of the Investigation is defined as the first meeting of the Investigation Committee. NSF requires that Investigations be completed within 180 days, and, in the event of a delay, may require progress reports (45 CFR 689.3).]. This includes conducting the Investigation, preparing the report of findings, making that report available for comment by the Respondent and the Initiator and, if required, submitting the report to governmental funding sources. Extensions of time must be approved by the VPR and the reason therefor must be documented in the Investigation report. The Respondent shall be notified of any extensions of time.

d. **Investigation Process.** The Investigation may be conducted through private interviews or, at the option of either the Investigation Committee or the Respondent, at a hearing at which the Initiator and Respondent shall both be invited to be present. Requests for hearings shall be made in writing within seven calendar days of receipt of the notice of the Investigation.

i. **Appointment of Investigation Committee.** The Investigation shall be conducted by an Investigation Committee of no fewer than five persons appointed by the VPR, whose appointments to the Committee shall be subject to final approval by the campus Chancellor. The VPR/Chancellor shall appoint the Investigation Committee within 30 working days of the completion of the Inquiry. Members of the Investigation Committee shall have no real or apparent Conflicts of Interest with the Respondent or the case in question, shall be unbiased, and shall have the necessary expertise to enable them to evaluate authoritatively the relevant evidence of the al-
leged Research Misconduct and to conduct an Investigation. Committee members must have been uninvolved in the prior processes and must have no intimate knowledge of the case. Appointees are expected to notify the VPR of any known Conflict of Interest or of an inability to render unbiased judgment. At least one member of the Committee shall be a peer of the Respondent from outside the University. The VPR shall designate a chair of the committee, who shall be a tenured member of the University faculty who is not from the unit in which the Respondent holds primary appointment. Where the Respondent is a member of the faculty, all appointees to the Investigation Committee shall be tenured faculty from this or another university.

ii. Notification of Appointment of Investigation Committee. The Respondent and Initiator (if the Initiator’s identity is known) shall be notified of the Committee membership and shall be given an opportunity to object to the Committee membership on the grounds that one or more members do not meet the above-stated criteria. Objections shall be made in writing to the VPR within five working days of notification of the Committee’s membership. The VPR shall consider the objection, and if it is reasonable, the VPR shall replace the person with one who meets the stated criteria. The VPR’s decision as to whether the challenge is reasonable shall be final, subject only, as above, to confirmation by the campus Chancellor.

iii. Charge to Investigation Committee; Standard of Review. The VPR shall provide the Investigation Committee with a written charge of the subject matter to be considered in the Investigation. The charge will state that the Committee is to evaluate the evidence provided by the Respondent, the Initiator, and others to determine whether, based on a preponderance of the evidence, Research Misconduct occurred and, if so, to what extent, who was responsible, and its seriousness.

If issues of Research Misconduct that fall outside of the charge arise during the course of the Investigation, the Committee shall so inform the VPR, including in its communication the evidence on which its concerns are based. The VPR, in consultation with the RIO and the Investigation Committee, will consider the issues raised and, in the VPR’s discretion, provide the Investigation Committee with an amended charge. The Respondent shall be notified of any such amendments.

A recommendation by the Committee shall consist of its principal findings and conclusions concerning whether, based on a preponderance of the evidence, Research Misconduct occurred and, if so, to what extent, who was respon-
sible, and its seriousness. When called for, the Committee shall also make recommendations of procedures to be undertaken by the appropriate administrators to achieve appropriate remedies.

iv. **Due Process.** In all of its proceedings the Investigation Committee shall be governed by principles of due process and orderly procedures for ensuring the impartial examination by the Committee of all pertinent facts, University policies and procedures, and the legitimate interests of all parties involved.

v. **University Representation at Hearings.** The chair of the Inquiry Committee shall represent the University at Investigation hearings.

vi. **Collection of Information During the Investigation.** The Respondent shall have the right to be interviewed by the Investigation Committee and accompanied by legal counsel or other advisor of his or her choice; shall be permitted to identify persons who might have material information about the Allegation, each of whom shall be interviewed by the Committee; to identify other relevant evidence, which shall be reviewed by the Committee; where the Respondent has requested a hearing, to hear all interviewees; to raise questions for the Investigation Committee to pose to each interviewee about the information provided by that interviewee and the Allegation of Research Misconduct; and to respond to all written evidence.

The Committee shall interview the Initiator, if available, and shall review all pertinent documentary evidence. Before and during the Investigation the Committee may request and secure further information in writing from the Respondent which it thinks to be pertinent to the case. The Committee may also request that persons not identified by the Respondent provide information pertinent to the case either through interviews or in statements prepared for the Committee. These statements, if they are not presented during a hearing, shall be made available to the Respondent. The Respondent may request that a hearing be reconvened in order to add or to respond to such newly solicited material and information. The decision made by the Committee and any subsequent decision by University administrators shall be made only on the basis of evidence presented during the Investigation or solicited by the Investigation Committee and to which the Respondent has had the opportunity to respond. The Respondent may submit a written statement at the close of a hearing.

vii. **Initiator’s Confidentiality.** If an Initiator who has requested that his or her identity be kept confidential declines to appear to be interviewed at a hearing, the Investigation may nevertheless go forward, if the Investigation Committee determines that there is credible evidence
of possible Research Misconduct apart from the Initiator’s statements regarding the Allegation of Research Misconduct, and that such evidence is sufficient to justify proceeding with the Investigation.

viii. Open vs. Closed Hearings.
Hearings will be closed to the public unless both the Respondent and the VPR agree to have the hearing open to the public. Requests to have an open hearing shall be made to the chair of the Investigation Committee in writing no later than ten working days prior to the date set for the hearing.

ix. Record of Interviews; Transcripts.
An audio tape recording of Investigation interviews shall be made and transcribed. A copy of the transcript shall be provided to each interviewee for his or her review to identify errors in transcription. The transcript and changes requested by the interviewee shall together constitute the record of the interview. The original record shall be kept on file in the Office of the Vice President for Research. The audio tape shall be maintained until the case is closed, and shall be destroyed in the same manner and under the same conditions as the rest of the record of the case (see section 13, below).

x. Contents of Notification to Respondent in Case of Hearing.
The Investigation Committee chair shall notify the Respondent concerning the following regarding hearings: a. The date, time, and place of an Investigation hearing, which shall not be earlier than 15 working days after the date of the notice; b. That the Respondent is required to provide to the Committee chair the names of all persons he or she wishes to have interviewed or whose statements may be offered as evidence no later than seven working days prior to the date of the hearing; c. That the Committee chair will provide the Respondent with the names of all additional interviewees who will give evidence at the hearing and will make available to the Respondent any statements or other material that will be presented during the hearing no later than five working days prior to the date of the hearing; d. That the Respondent is entitled to raise questions for the Investigation Committee to pose to each interviewee about the information provided by that interviewee and about the Allegation; e. That the Respondent is entitled to be accompanied at the hearing by counsel or an advisor of his or her choice and at his or her expense, who may provide the Respondent advice but may not participate in the proceedings; f. That the Respondent shall notify the Committee no fewer than ten working days prior to the hearing of his or her intention to be accompanied by legal counsel; g. That the hearing will be closed to the public unless both the Respondent and the VPR agree to have the hearing
requests to have an open hearing must be made to the chair of the Investigation Committee in writing no later than ten working days prior to the date set for the hearing; and b. That the Respondent may attend the presentation of evidence at the hearing, but not the Committee’s deliberations.

xi. Committee Recommendation: timing, contents of report. The Investigation Committee shall render a written recommendation within 15 working days of completion of a hearing [Note: a hearing is considered to have been completed after all interviewees have been interviewed and have had an opportunity to review and correct transcripts of their interviews, and after the Respondent has had an opportunity to respond to all of the evidence presented.]. Whether or not there was a hearing, the Committee shall document its findings in a report that specifies the Allegations, summarizes relevant information provided by persons interviewed by the Committee, and states the conclusions reached and the evidence on which it reached those conclusions. It should make explicit findings of fact with respect to each Allegation and list the evidence relevant to that finding. The decision should then state the Committee’s recommended conclusion as to whether any proven Allegation constitutes Research Misconduct. The report and other retained documentation must be sufficiently detailed as to permit a later assessment of the Investigation.

xii. Review of Committee Report by Respondent and Initiator. On its completion, the Committee’s report shall be forwarded to the Respondent. A summary of the report or relevant portions thereof (i.e., those portions that address the Initiator’s role and opinions in the Investigation) shall be made available to the Initiator for review, if the Initiator is identifiable. The VPR may establish reasonable conditions for review to protect the confidentiality of the report. The Respondent and Initiator may submit written comments regarding the facts and findings to the Committee chair within 15 working days, which will be made a part of the final Investigation record. The Committee’s report, together with the Respondent’s and Initiator’s comments, if any, shall then be forwarded to the VPR.

xiii. Factual Findings are Conclusive. The factual findings of the Investigation Committee shall be conclusive and binding on any later proceeding convened for other purposes (e.g., grievances to the Faculty Board of Review relating to sanctions imposed).
8. Disposition of the Case Following an Investigation

Within ten working days of receipt of the Investigation report, the VPR shall decide what action to take or recommend.

a. **Concurrence with the Committee. No Misconduct: decision, notification, restoration of Respondent's reputation.** If the VPR concurs with an Investigation Committee's recommendation that the Allegations have not been proven by a preponderance of the evidence, the RIO will act to ensure that all reference to the matter is expunged from the Respondent's personnel file. The RIO shall inform anyone known to have knowledge of the Investigation (including the Respondent, the Initiator, the Unit Executive, the Standing Committee, the Inquiry and Investigation Committees, and all persons who have been interviewed or otherwise informed of the Allegations) that the matter has been dropped. The VPR shall take any other action which the VPR deems necessary to restore the Respondent's reputation.

b. **Concurrence with the Committee. Misconduct: decision, notification.** If the VPR concurs with an Investigation Committee's recommendation that Research Misconduct has been proven by a preponderance of the evidence, the Respondent shall be notified in writing of the VPR's decision. Anyone else known to have knowledge of the Investigation (including the Initiator, the Unit Executive, the Standing Committee, the Inquiry and Investigation Committees, and all persons who have been interviewed or otherwise informed of the Allegations) shall also be informed of its outcome. If the VPR determines that a sanction should be imposed, the VPR shall either take such action as is within the VPR's authority or make recommendations for action to the appropriate person or decision making body, as prescribed by University policy. Whether or not sanctions are imposed, the VPR may prescribe corrective action responsive to the misconduct and take any other appropriate action. The VPR shall notify the Unit Executive and the Standing Committee of any sanctions imposed or other actions taken or recommended. The VPR's findings shall be conclusive and binding on any later proceeding convened for other purposes (e.g., grievances to the Faculty Board of Review relating to sanctions imposed).

c. **VPR's Decision at Variance With Committee's Recommendation.** If, on review of the Investigation report, the VPR disagrees with the Investigation Committee's recommendation, the VPR shall prepare a report explaining in detail the basis for his or her concerns. The basis of the VPR's concerns may be procedural or substantive. The VPR shall provide the Investigation Committee with the statement of concerns and the Committee shall have ten working days in which to address them. The Committee may, for example, gather additional evidence, deliberate further in light of the concerns raised by the VPR, or correct the procedural problem(s) identified by the VPR. The Com-
mittee may request and obtain from the VPR extensions of time, as may be reasonably necessary for addressing the issues. The Investigation Committee shall provide the VPR an amended Investigation report in response to the statement of concerns. The Respondent shall be provided a copy of the amended Investigation report, together with the VPR’s statement of concerns, and shall be given an opportunity to respond to the amended report or VPR’s statement of concerns within ten working days. A summary of the amended report and VPR’s statement of concerns, or relevant portions thereof (i.e., those portions that address the Initiator’s role and opinions in the Investigation), shall be made available to the Initiator for review, if the Initiator is identifiable, and the Initiator shall be given an opportunity to comment on the amended report within ten working days. Responses/comments shall be made in writing to the VPR, who shall provide a copy to the Investigation Committee.

If the VPR concurs with the recommendation in the amended Investigation report, the procedures specified in sections 8a and 8b shall be followed. If the VPR’s decision varies from the recommendation made by the Investigation Committee in the amended report, the VPR shall prepare a report explaining in detail the basis for his or her decision. The report shall document the VPR’s findings, stating the conclusions reached and the evidence on which the VPR reached those conclusions. The report should make explicit findings of fact with respect to each Allegation included in the charge to the Investigation Committee and list the evidence relevant to that finding. The VPR’s decision shall be based solely on evidence elicited in the Investigation and to which the Respondent has had the opportunity to respond. The report should then state the VPR’s conclusions as to whether any of the proven Allegations constitutes Research Misconduct. The VPR’s findings shall be conclusive and binding on any later proceeding convened for other purposes (e.g., grievances to the Faculty Board of Review relating to sanctions imposed). The Respondent shall be notified in writing of the VPR’s decision. Anyone else known to have knowledge of the Investigation (including the Initiator, the Unit Executive, the Standing Committee, the Inquiry and Investigation Committees, and all persons who have been interviewed or otherwise informed of the Allegations) shall also be informed of its outcome.

If the VPR determines that the Respondent engaged in Research Misconduct and that a sanction should be imposed, the VPR shall either take such action as is within the VPR’s authority or make recommendations for action to the appropriate person or decision-making body, as prescribed by University policy. Whether or not sanctions are imposed, the VPR may prescribe corrective action responsive to the misconduct and take any other appropriate action. The VPR shall notify the Unit...
Executive and the Standing Committee of any sanctions imposed or other actions taken or recommended.

Where the VPR determines that the Respondent did not engage in Research Misconduct, the VPR shall take any other action which the VPR deems necessary to restore the Respondent's reputation.

d. **Restoration of Reputation of Initiator and Others.** Upon completion of the Investigation, the VPR shall determine, after consulting with the Initiator, what steps, if any, are needed to restore the position or reputation of the Initiator [Note: see, e.g., 42 CFR 50.101 et seq. (Public Health Service, “Responsibility of PHS Awardee and Applicant Institutions for Dealing With and Reporting Possible Misconduct in Science”) and 45 CFR 689 et seq. (National Science Foundation, “Misconduct in Science and Engineering”).]

### 9. Appeals

The Respondent may appeal a decision that Research Misconduct has occurred. Appeals may be taken to the review body available to persons in the Respondent's appointment classification for the purpose of hearing employment grievances [e.g., the Bloomington Faculty Board of Review (in the case of academic appointees), the appropriate Graduate School body (where applicable in the case of graduate students), or the processes established by the University Personnel Policies relating to employee conduct (in the case of staff employees)].

a. **Submission of Appeals.** Appeals must be in writing and must be submitted to the appropriate body within 14 calendar days of receipt of notice of the VPR's decision. The Respondent shall submit a copy of the appeal to the VPR.

b. **Subject of Appeals.** Appeals shall be limited to: (1) review of the procedures employed (i.e., claims that the process was flawed in a way that creates a significant risk that the outcome was erroneous); or (2) grievances of sanctions imposed as a result of a finding of Research Misconduct. The appeal must specify the nature of any claimed procedural error. The factual record established during the Investigation shall constitute the factual record for the purposes of the Appeal. The Appeal body may not review the factual finding of misconduct.

c. **Exclusive Process.** Appeals fulfill the University's obligation to provide a grievance process concerning actions of dismissal, academic freedom, reappointment, tenure, promotion, salary, and the nature and conditions of appointees' employment (see, e.g., “Grievance and Review Procedures of the Bloomington Faculty, Bloomington Academic Guide, Document D-XVI). The procedures described in this document constitute the exclusive process for raising and resolving allegations of Research Misconduct. Respondents may not file separate grievances that arise out of findings of Research Misconduct [Note: see the section titled “Applicability” for an explanation of the handling of cases whose scope is broader than Research Misconduct].
10. Severance of University Relationship
Severance of the Respondent’s relationship with the University, whether by resignation or termination of employment, completion of or withdrawal from studies, or otherwise, before or after initiation of procedures under this policy, will not preclude or terminate Research Misconduct procedures. Ongoing Inquiries and Investigations shall be conducted, and appropriate internal and external notifications of the proceedings and of their outcome will be made.

11. Notification to External Entities
The VPR shall determine whether law enforcement agencies, professional societies, professional licensing boards, editors of journals in which deceptive reports may have been published, collaborators of the Respondent in the work, or other concerned parties, should be notified of the outcome of a case. The RIO will be responsible for compliance with all requirements for notification of External Entities, including funding or sponsoring agencies [Note: PHS requires that a final report be submitted to the Office for Research Integrity which describes “the policies and procedures under which the investigation was conducted, how and from whom information was obtained relevant to the Investigation, the findings, and the basis for the findings, and includes the actual text or an accurate summary of the views of any individual(s) found to have engaged in misconduct, as well as a description of any sanctions taken by the institution” (42 CFR 50.104). NSF similarly requires that final Investigation reports be submitted to the agency, and also requires that it be kept informed during Investigations (45 CFR 689.3)]. PHS also requires that “if an institution plans to terminate an inquiry or investigation for any reason without completing all relevant requirements under [the regulations], a report of such planned termination, including a description of the reasons for such termination, shall be made to [ORI], which will then decide whether further investigation should be undertaken” (42 CFR 50.104(a)(3)).]

12. Malicious Charges
Where relevant, the Inquiry and the Investigation Committee’s reports each will state explicitly whether there was a reasonable basis in fact and honest belief for making charges. An Allegation need not be subsequently verified to have been made in good faith. If either report should determine that the making of the original charges or the information provided by any person was maliciously motivated, that finding shall be communicated to the VPR. The VPR may enter a finding of malicious conduct in the person’s personnel file and communicate the finding to the person’s Unit Executive. Such a finding may be the basis for disciplinary action or other personnel decisions in accordance with University policy.

13. Disposition of File
After completion of the case and all ensuing related actions, the RIO shall prepare a complete file, including the original records of all proceedings conducted by the Inquiry and Investigation Committees and copies of all documents and other materials furnished to the RIO or to the Inquiry or Investigation Committee. The RIO shall seal the file and retain it for at least three years. Access to the
materials in the file shall be available only upon authorization of the VPR for good cause. The RIO shall return all original documents and materials to the persons who furnished them. After three years from the completion of the Investigation and all ensuing related actions, if any, the RIO will destroy the file unless the RIO makes a written finding that there is reason to retain it. The finding will state explicitly the reasons why and the period during which the file is to be maintained, and will be entered in the file. The Respondent shall receive either a notice that the file has been destroyed or a copy of the written finding that the file will be retained.

14. Procedural Changes
Particular circumstances in an individual case may dictate variation from the normal procedures deemed in the best interests of the University. Any change from normal procedures must ensure fair treatment of the Respondent. Any significant deviation from the procedures described in this document shall be made only with the written approval of the VPR. [We are grateful to the many institutions that shared their research misconduct policies with us for use in developing these procedures. We found several, including those from the University of Illinois, the University of Minnesota, Michigan State University, Northwestern University, the University of Pennsylvania, the University of California-Los Angeles, and the Office of Research Integrity, particularly helpful, as is reflected in many of the provisions included here.]

(Bloomington Faculty Council, November 4, 1997)
attempting to resolve them through mediation and consultation. Any member of the faculty or associate faculty or any librarian whose appointment includes responsibilities on the Bloomington campus may bring a case before the Committee. Members of the faculty, associate faculty, and librarians may bring to the Committee grievances concerning actions of dismissal, academic freedom, reappointment, tenure, promotion, salary, and the nature or conditions of work. However, the petitioner has the option of bypassing the Committee and proceeding directly to the Board for a hearing.

Members of the Committee shall address each grievance with impartiality, investigate it thoroughly, and base their report on a sound knowledge of University policies and procedures. The Committee should strive to resolve grievances by keeping its procedures flexible and encouraging discussions between the parties to the grievance. If the grievance is not mediated satisfactorily, the Committee shall report its findings in writing to the petitioner. On request from the petitioner, the Committee informally may give its opinion of the merit of the grievance and whether it should be taken to the Bloomington Faculty Board of Review (hereafter called “the Board”). This opinion shall not constitute evidence before the Board.

On request, the Committee may assist in drafting a statement of the grievance, may direct the petitioner to appropriate sources for assistance in preparing a case for presentation to the Board, and may assist the petitioner in other ways. However, the Committee may not represent the petitioner before the Board. The petitioner may choose to prepare the case without the assistance of the Committee.

B. Organization of the Faculty Mediation Committee

The Committee shall consist of seven members of the faculty selected by the elected faculty members of the Bloomington Faculty Council. Committee members shall hold office from the first day of May for staggered terms of two years. At least two committee members must be available during the summer. Two alternates to the Committee shall be elected at the same time as members of the Committee are elected; the terms of alternates shall be for one year. Retired faculty may be elected as regular or alternate members of the Committee in the same manner as other faculty. Members and alternates shall complete the investigation and mediation of any case they have begun to consider, even if their terms have expired. The members of the Committee shall select their own chairperson. In offering nominations for election to the Committee, the Bloomington Faculty Council's Nomination Committee should give consideration to representation across academic ranks, among divisions of the University, and between tenured and non-tenured faculty. The Nomination Committee also shall ensure that among those elected to the Committee are some faculty members who have served on school or campus promotion or tenure committees. No faculty member serving on the Faculty Board of Review can serve concurrently on the Committee.
C. Procedures of the Faculty Mediation Committee
A case history record, including the calendar and decisions, shall be compiled by the Committee. However, the meetings of the committee shall be informal with no stenographic record kept. The Committee shall accept and act upon all cases presented to it. In cases dealing with dismissal or academic freedom, the Committee will meet as a full body; in cases dealing with salary adjustment, the nature or conditions of work, reappointment, promotion, or tenure the Committee may meet in subcommittees or panels of no fewer than two members. A letter addressed to the Committee shall specify the nature of the grievance and the remedy requested. The Committee shall provide to the petitioner a written summary of the information which it deems relevant to the case, a complete list of items made available to it in the process of its investigation, and the case history record. The University’s administrative officers and the petitioner shall cooperate with the Committee in its requests for information. In the event that information the Committee thinks relevant is not provided, this fact shall be made part of the written report. In cases involving salary adjustment, the Committee may request—and when it does so shall receive—from the Bloomington Campus administration such information as is provided to the Campus Affirmative Action Officer when making equity reviews on behalf of faculty members. All confidential material relevant to the case under consideration shall be made available to the Committee. Confidential material shall be treated in consonance with the policies and principles set forth in the Bloomington Faculty Council document, “Access to Employee Records,” which is attached hereto. All investigation and mediation undertaken by the Committee shall be completed and its final report and advice submitted within 45 business days of the time that the initial letter of complaint is received by the chairperson of the Committee.

D. Restrictions
1. The Committee shall advise the petitioner about restrictions of the jurisdiction of the Board of Review. When appropriate, the Committee shall direct the petitioner to the Procedures for Responding to Allegations of Research Misconduct or the Faculty Misconduct Policy.

2. A faculty member of a multi-campus unit may bring his or her grievance to the Faculty Mediation Committee of any of the campuses on which the multi-campus unit operates. Once the choice is made by the faculty member only that Committee may consider the grievance. The Committee shall use its regular procedures.

3. In cases of non-reappointment, dismissal, salary adjustment, or any other action of which specific written notice is given, the faculty member shall bring his or her grievance to the Committee with reasonable promptness but not later than 30 business days after receipt of the notice. The Committee may, at its option, waive this time limit.

E. Disqualification
If a member of the Committee is involved in a case before the Committee
or is a member of a department (or a school that is not departmentalized) from which a case arises, he or she shall be disqualified to hear or to investigate the case. A member of the Committee shall disqualify himself or herself from hearing or investigating a case whenever the member believes it difficult to render an impartial judgment.

F. Publicity
Members of the Committee and administrative officers shall not make public statements about grievances before the Committee. Nor shall the report of the Committee be made public by the petitioner or by any member of the Committee.

G. Report to the Bloomington Faculty Council
The Committee shall report annually to the Bloomington Faculty Council the number of cases brought before it in each of the following categories: dismissal, academic freedom, reappointment, tenure, promotion, salary adjustment, and the nature or conditions of work. The Committee shall also report in each category the number of cases successfully mediated and—if known—the number dropped by faculty members and the number taken to the Board.

H. Deadlines and Delays
The petitioner shall bring his or her grievance to the Committee within 30 business days after the event being grieved, or after written notice is received by the petitioner of non-reappointment, dismissal, salary adjustment, or any other action of which written notice is given. The Committee may, for good cause shown, waive this time limit. Investigation and mediation undertaken by the Committee shall be completed and its final report and advice submitted to the petitioner within 45 business days after the initial letter addressed to the Committee is received by the Chair.

II. The Bloomington Faculty Board of Review

A. Purpose of the Faculty Board of Review
The Bloomington Faculty Board of Review (hereafter called “the Board”) has the responsibility to hear and make recommendations regarding grievances of faculty, librarians, and associate faculty against administrative action.

Except in cases of serious personal misconduct, termination of a tenured faculty member’s appointment prior to retirement or resignation or the termination of a non-tenured faculty member’s appointment prior to the expiration of its term, and other sanctions against faculty members where the governing regulations so require, may occur only after the faculty member has had an opportunity to have the matter reviewed by a committee constituted through a procedure approved by the University Faculty Council or Bloomington Faculty Council to hear and make recommendations regarding complaints of misconduct asserted against a faculty member. Sanctions which may be imposed only after review by such a committee shall be based solely on information which has been presented to the committee and to which the faculty member has had the opportunity to respond. Other administrative actions affecting a
A faculty member may occur with or without the recommendation of such a committee. Administrative actions affecting a faculty member, whether or not based on the recommendation of such a committee, may be brought to the Board as a grievance.

In interpreting and applying the procedures herein, the Board shall be guided by the Principles to Guide The Development of Procedures For Handling Complaints of Misconduct Against Faculty Members, Bloomington Campus, Indiana University (Bloomington Faculty Council: April 16, 1996; http://www.indiana.edu/~bfc/BFC/policies/miscondu.htm)

B. Procedures

1. Before bringing a grievance to the Board, a faculty member ordinarily will seek the assistance of the Committee or obtain other counseling and mediation assistance. A faculty member’s written notice submitting a grievance to the Board shall state whether the matter has been considered by the Committee and, if not, what alternative counseling and mediation assistance has been obtained. The Board may, in its discretion, defer proceedings on the grievance pending counseling and mediation.

2. If grievances are first brought to the Committee and if the Committee fails to comply with the time limit set forth in Section I.C, then the grievant will have the right to take the matter directly to the Board.

3. In a school which has, or provides for, a salary review committee that complies with the standards in the next paragraph, a grievance regarding salary should be brought first to that committee. A decision unfavorable to the grievant then may be brought to the Board. In exceptional circumstances, the Board may permit a grievance regarding salary from a school with a salary review committee to be brought directly to the Board.

To qualify as a salary review committee for purposes of the above procedures, the committee should:

a. Be elected by a vote of the faculty or named by an elected faculty policy committee and should be representative of the various components of the school.

b. Inform the grievant of the facts considered and the standards applied in setting the salary.

c. Provide the grievant with an opportunity to present evidence and arguments.

d. Transmit its recommendation to the dean with copies to the grievant and, where appropriate, to his/her chairperson.

e. Adhere to the time limits set forth for the Board. (See II.B.4 and II.B.9.)

4. The time limits set forth for the Board [II.B.4 and II.B.9] may be extended by mutual consent of the parties or by the Board for cause. If an administrator fails to comply with a request from the Board or the rules governing the Board’s proceedings, including time limits for responses, the Board shall notify the Bloomington Faculty Council Agenda Committee which shall take appropriate steps to obtain compliance. Otherwise,
if the Board does not hold a hearing within the time limits, the grievant is to notify the chair of the Faculty Affairs Committee. At this point the chair of the Faculty Affairs Committee is to call upon the parties involved to take appropriate action within 15 days and to notify the Bloomington Faculty Council at its next regular meeting that the appeal was made.

5. If a faculty member wishes to bring a grievance before the Board, he or she shall notify the chairperson in writing of that fact, specifying the nature of the grievance and the redress desired. A copy of the grievance shall be sent to the administrators griev ed against, who shall submit a response to the Board within 30 days of the receipt of the grievance. No other communication may be given to the Board prior to a hearing, with the exception of written statements (including e-mail) which must be distributed to all parties involved in the grievance. If the Board decides to convene a hearing, it shall be scheduled within 30 days after the receipt of the administrators’ response on a date agreed to by the grievant and the administrators griev ed against.

6. In the hearing before the Board, the faculty member and the relevant administrative officer shall have the right of counsel or a representative of his or her choice, shall be permitted to present witnesses and other evidence relating to the case, and to hear and to question all witnesses. Before and during the hearing the Board may request and secure further information in writing from the grievant and the administrative officer grievances against which it thinks to be pertinent to the case. The Board may also request that persons not presented as witnesses by either party provide information pertinent to the case during the hearing or in statements prepared for the Board. These statements, if they are not presented during the hearing, shall be made available to the grievant and to the administrative officer or officers griev ed against. The Board also may request information and material after the conclusion of the hearing. These requests must be made known to the grievant and to the administrators griev ed against. Either party may request that the hearing be reconvened in order to add or to respond to such newly solicited material and information. The decision made by the Board and any subsequent decision by University administrators shall be made on the basis of evidence presented during the hearing or solicited by the Board before, during, or after the hearing.

7. The University shall make available to the Board all confidential material relevant to the administrative decision or action against which the faculty member brings a grievance, including all records of a case previously heard by the salary review committee of a school, and shall support the Board in obtaining witness testimony. Confidential material shall be treated in consonance with the policies and principles set forth in the Bloomington Faculty Council document, “Ac-
cess to Employee Records”; http://www.indiana.edu/~bfc/BFC/policies/emprecords.html

8. The hearing shall be open to the public unless either party in the dispute objects; invited observers, agreed upon by both parties in the dispute, may attend the hearing even when it is not open to the general public. A tape recording of the hearing shall be made and kept on file in the Faculty Council Office. Upon request a copy of this recording will be provided to the grievant and to the University administrators who are to examine the case subsequently.

9. Upon completion of the hearing, the Board shall render a decision within 10 days. This decision, with supporting reasons for it, shall be communicated to the faculty member involved, to the appropriate administrative officer or officers (including the administrative officer or officers grievied against), and to the President Pro Tempore of the Bloomington Faculty Council. Any of the parties in the case may correct matters of fact referred to in the Board’s decision and statement of reasons, and these corrections shall be provided to all parties in the case. Except for the receipt of these corrections, the administrative officer to whom the Board’s decision is presented may consider only the Board’s statement and appended documents as the ground of his or her decision. Either the decision of the Board shall be sustained by the administrative officer immediately superior to the respondent whose action is under review, or the proceeding shall be returned to the Board with specific objections within 30 days. The grievant shall be afforded an opportunity to see the objections and to prepare and to present a rejoinder. The Board then shall reconsider its decision, taking into account the stated objections and the rejoinder. If the Board and the administrative officer superior to the respondent remain in disagreement, the case shall be submitted within 10 days to the next higher administrative officer and this officer shall render the University’s final decision within 30 days. This decision shall complete the University’s internal grievance and review procedures. Copies of the decisions of the administrative officer immediately superior to the respondent and of the administrative officer rendering shall be sent to the parties directly involved in the case and to the President Pro Tempore of the Bloomington Faculty Council; a copy of the final decision shall be sent to the Board.

Administrative officers shall take no further action inconsistent with the Board’s decision unless specifically authorized to do so by the administrative officer making the final decision in the case. In cases in which the Board and the administrative officer immediately superior to the respondent are in agreement or in which the Board has refused to hold a hearing, the faculty member retains the right to appeal to the Vice President, Bloomington, or—if the Vice President has already rendered a decision in the case—to the University President. The faculty member will not acquire any
additional right to tenure or to continued term of employment simply as a result of the delay involved in having taken the case before the Board. The University’s Board of Trustees formally shall be notified of all cases that have been heard by the Board and of their final disposition.

C. Restrictions

1. According to University Faculty Council policy [Bloomington Academic Guide, Document E-X,4e], a faculty member or librarian denied reappointment “may petition the Faculty Board of Review . . . for a review of the procedures employed in the decision not to reappoint.” In all other cases, including those of dismissal, the Board may review the decision or action grieved against as well as the procedures by which it was taken.

2. A faculty member or librarian of a multi-campus unit may bring his or her grievance to the Board of any of the campuses on which the multi-campus unit operates. Once the choice is made by the faculty member, only that Board may consider the case. The Board shall use its regular procedures and give its recommendations to the administrative officer with supervisory responsibility for the program in which the faculty member is employed.

3. In cases of non-reappointment, salary adjustment, or any other action of which specific written notice is given, the faculty member shall submit his or her grievance to the Board with reasonable promptness but not later than 120 days after the date of receipt of the notice, unless the grievant has taken his or her case to the Committee, in which case the grievance shall be submitted to the Board within 45 days of receipt of the Committee’s report. The Board may, at its option, waive this time limit.

D. Disqualification

If a member of the Board is involved in a case before the Board or is a member of a department (or school which is not departmentalized) from which a case arises, he or she shall be disqualified to hear or to investigate the case. A member of the Board shall disqualify himself or herself from hearing or investigating a case whenever the member believes it difficult to render an impartial judgment.

E. Appointment of a Temporary Member

Whenever a member of the Board is disqualified or is no longer a member of the faculty, the elected representatives of the Bloomington Faculty Council shall appoint a member to fill the vacancy for the case.

F. Publicity

1. Public statements either by faculty members or by administrative officials about cases before the Board should be avoided. Any announcement of the final decision should include either the complete statement or a fair abridgment of the recommendation of the Board, if it has not been released previously.

2. No member of the Board except its chairperson shall talk or write about a case to any of the parties
involved in it or their counsel. All requests by members of the Board for information relevant to the case shall be made through the chairperson; all inquiries and statements concerning the case received by members of the Board shall be referred immediately to the chairperson.

G. Report to the Bloomington Faculty Council

The Board shall report annually to the Bloomington Faculty Council the number and types of cases presented to it and shall indicate the number of cases in which it was recommended that the faculty member be sustained.

Discipline in cases of serious personal misconduct may be the subject of administrative action, with the right of the faculty member to petition the Faculty Board of Review for review of such action as a grievance.


Supplementary Affirmative Action Grievance Procedures—Indiana University Bloomington

I. General Statement

A supplementary grievance procedure shall be available to all academic appointees to deal with complaints alleging discrimination on the basis of sex, minority status, or age.

II. Formation of Grievance Committee Panel

A. Each of the following individuals or groups will appoint three members to the Grievance Committee Panel: Vice President, Bloomington; Bloomington Faculty Council; Campus Affirmative Action Officer [CAAO]; Dean for Afro-American Affairs; Dean for Women's Affairs; and Dean for Latino Affairs. It shall be the responsibility of these individuals/groups and others to provide information to the Panel that will assist it in its review of discrimination complaints.

B. Members of the Panel will be appointed for three-year, staggered terms. For the first two years some members will serve shorter terms in order that appointments will be staggered in the future.

III. Procedures

A. To initiate a proceeding, a written complaint setting forth with reasonable particularity the basis of the complaint and the relief sought shall be filed with the CAAO within six months of the alleged discriminatory act. The complainant shall state that he
or she has exhausted school/division grievance procedures and has not taken his or her complaint to the Faculty Board of Review. The CAAO will inform the person who he or she determines is the principal respondent that a complaint has been filed and will give the respondent a copy of the complaint.

B. The CAAO will investigate the complaint and will attempt to conciliate the complaint. If conciliation is not achieved, the CAAO will inform the complainant of the options open to him or her, including taking the complaint to an ad hoc hearing committee.

C. The CAAO will supervise the selection of a three-member ad hoc hearing committee to be impaneled in the following manner. Each party to the complaint will be given a roster of the membership of the Grievance Committee Panel. Each party will select one member of the Panel to serve on the ad hoc hearing committee. A member thus selected may refuse to serve by petitioning the CAAO. The affected party will make another choice from the Panel. These two members will select a third member from the Panel. This third member fills the role of chairperson.

D. The rules of procedure to be followed include:

1. The committee will meet to decide whether the complaint falls within its jurisdiction. The committee also will determine whether the complaint is sufficient to raise issues of discrimination. The committee may request the parties to file briefs to assist it in its decision.

2. If the committee decides to hear the complaint, it will determine the nature of the complaint and the type of hearing that will be held.

   a. If the committee finds that the complaint involves dismissal of a tenured faculty member, termination of a faculty member before the end of the term of appointment, violation of academic freedom, or allegations against the complainant of specific improprieties, then the committee must give the complainant a formal hearing.

   b. If the committee finds that the complaint involves matters not listed above in III.D.2.a, an informal hearing must be held.

   c. If issues identified in III.D.2.a are raised during the course of an informal hearing, the committee may opt for a formal hearing.

3. The committee will encourage parties to conciliate throughout the course of the hearing.

4. Unless the complaint has been resolved and withdrawn formally, the chairperson will set a date for a hearing which shall be no sooner than 10 days and no later than 30 days after the responding party has been notified of the complaint.

5. Parties shall submit to the chairperson a list of their witnesses and the chairperson will notify each witness of the time of the hearing.

6. The committee shall have the
right to ask questions of witnesses and of parties.
7. The committee shall have the right to request information it deems useful and to call witnesses not called by the parties.
8. Either party may request specific information from the other party, provided the information is relevant. The committee will be the arbitrator of the relevance of any given information.
9. The committee shall make its recommendation in writing with appropriate reasons to the Dean of Faculties within 10 working days after the termination of the hearings. Copies shall be sent to all parties at that time. The Dean of Faculties, in consultation with the deans of the schools or division heads, will make his or her recommendation based on the evidence accumulated by the supplementary as well as the regular procedures. Within 10 working days the Dean of Faculties shall take action on the complaint, accompanied by appropriate reasoning.
10. If the decision of the Dean of Faculties is adverse to the complainant, the complainant has the option of appealing directly to the Vice President or to the Faculty Board of Review. If the complainant appeals directly to the Vice President, the Vice President shall render a decision—in writing and with reasons thereof—within 10 working days.
11. A complaint may not be refiled with the committee after a final decision by the Dean of Faculties or Vice President unless there is new evidence—not discovered at the time of the first hearing—which might affect the findings of the committee, Dean of Faculties, or Vice President.
12. The committee, the Dean of Faculties, and/or the Vice President shall notify both parties if a decision cannot be made within the 10-working-day limit.

IV. Additional Procedures for Formal Hearing
A. Parties will have notice of all papers filed with the committee.
B. Either party may be represented at the hearing by any person of his or her choice.
C. The hearing shall be private unless both parties to the grievance agree to open hearings. A complete record shall be kept.
D. Parties may state before the hearing which facts are or are not at issue.
E. Each party shall have the right to question evidence presented by the other party.
F. The decision made by the committee must be made strictly on the recorded evidence.

V. Informal Hearing
All of the additional procedures of the formal hearing obtain with the exception that the committee may view confidential letters of personal evaluation and may hear confidential testimony concerning professional evaluation out of the presence of the parties.
VI. Additional Procedures
The committee may establish additional procedures in keeping with the concept of due process. Any additional procedures may not abrogate those stated above. Parties must be informed of any new procedures in advance of a hearing.

VII. Annual Review
The CAAO annually will review the work of the Panel and the committees and will report to the Bloomington Faculty Council. The Panel may recommend changes in procedures to the Council at this time.

Affirmative Action Complaint Procedure Guidelines—Bloomington Campus of Indiana University

Indiana University prohibits discrimination based on arbitrary considerations of such characteristics as age, color, disability, ethnicity, gender (including sexual harassment), marital status, national origin, race, religion, sexual orientation, or veteran status. The Office of Affirmative Action works to ensure compliance with federal, state and university equal employment opportunity and affirmative action policies and requirements. These procedures guide the Office of Affirmative Action in Bloomington when handling any incident of alleged discrimination.

I. BASIC POLICY AND APPROACH
The Office of Affirmative Action’s procedures for handling incidents of alleged discrimination place a strong emphasis on resolving complaints informally. Our guiding beliefs are:

- Conflict often occurs in the workplace, but it is usually resolvable.
- Most people wish to resolve conflict; however, they sometimes lack the skills necessary to do so.
- Resolving conflict requires early, open, and productive expression at its source, before that conflict escalates into an adversarial, litigious, and costly situation.
- The procedures should allow for the consistent and timely processing of all complaints. These procedures should ensure that the Office of Affirmative Action meets the university’s legal obligations and its obligations to provide appropriate conditions of work and learning for faculty, students, and staff.

The Office of Affirmative Action believes a good procedure has the following characteristics:

- Fairness and Objectivity. The procedure, so far as possible, must protect the rights of all involved.
- Promptness. The faster the complaint gets addressed, the easier it is to resolve. A timely procedure benefits the acceptance of the resolution most readily.
- Confidentiality. Staff should maintain great discretion, divulging information concerning the matter on a need-to-know basis only.
- Notice. Once a person becomes the focus of a complaint or is identified as part of a resolution, that person must be notified of the complaint, the identity of the complainant, and the nature of the complaint.
• Thoroughness. This office is committed to the principle that complete and accurate information should form the basis of responses to complaints.

• Finality. Those handling complaints should communicate the results of their investigations in a clear and timely way to provide a sense of completion. The uncertainty and scrutiny of a discrimination complaint can be disruptive and difficult for all involved to tolerate. A copy of these guidelines will be provided to all parties to inform them of the system to be followed in handling incidents of alleged discrimination.

II. INFORMAL PROCEDURES
Individuals who believe that discrimination compromises their educational or work experience should feel free to discuss the problem with a faculty member, chair, dean, or supervisor. In such situations the offended party may also request the person consulted to speak informally with the alleged offender(s) informing them of the salient features of the complaint. If this process does not resolve the matter, or if the complainant prefers, he/she may pursue any of the avenues of resolution listed below.

A. Advising
One function of the Office of Affirmative Action is to hear and address all complaints concerning discrimination of any type. However, we recognize that some other offices may bring specific expertise to particular complaints. There are several offices on the Bloomington campus that have staff designated to assist individuals who believe that one or more people in the university have discriminated against them. These offices include: Student Advocates, Student Legal Services, the Office of Student Ethics & Anti-Harassment Programs (specifically the Gay, Lesbian & Bisexual Anti-Harassment Team and the Racial Incidents Team), the Office for Women’s Affairs, Afro-American Affairs, the Office of Latino Affairs, the Dean of Faculties, International Services and Disabled Student Services and Veteran’s Affairs. People should feel free to choose whichever office they feel can best accommodate their needs.

If the complaining party seeks a preliminary informational and advising session with the Office of Affirmative Action, an opportunity for full discussion of the case will be provided. The Affirmative Action Officer will aid the complaining party in exploring all possible options for resolving the complaint as effectively as possible. The Affirmative Action Officer keeps no record of the advising conversation other than an incident report containing only the names of the departments involved and the nature of the complaint. The Office of Affirmative Action keeps this information to maintain a record of the number and different types of reported incidents for statistical reports, for monitoring equal employment opportunity and affirmative action obligations, and for training and other proactive efforts. The Office of Affirmative Action makes every effort to protect the privacy of the persons involved in any conversation about discrimination. The Affirmative Action Officer releases information on an individual only with his or her permission or when required by law.
B. Alternative Dispute Resolution
The goal of alternative dispute resolution—whether mediation or other ways of resolving complaints—is to provide a forum where the complaining and responding parties can, with the aid of the third party, come to a mutually agreed-upon resolution. Alternative dispute resolution works only when both the complaining and responding parties voluntarily participate in the process. Hence, the identity of the complaining party, the identity of the responding party, and the nature of the complaint will be known to all parties. The Affirmative Action Officer may serve as an alternative dispute resolution facilitator/mediator or suggest other parties to do so. By definition, informal resolutions do not include imposing sanctions, but they may involve mutually acceptable consequences. There are no time limits imposed here, but after 360 days from the alleged discriminatory act, there is no recourse to formal proceedings (outlined in III below).

As in advising, the Affirmative Action Officer takes all steps necessary to protect the privacy of all parties. The Affirmative Action Officer keeps no official record of the alternative dispute resolution process other than the names of the departments involved and the nature of the complaint. Again, the Office of Affirmative Action keeps this information for statistical reports, for monitoring equal employment opportunity and affirmative action obligations, and for training and other proactive efforts. The Affirmative Action Officer releases information on an individual only with his or her permission or when required by law.

III. FORMAL PROCEDURES
When either party wishes to bypass an informal resolution, or when informal resolution fails and the complaining party chooses to pursue the matter formally, three steps will occur:

A. The complaining party must provide a signed written complaint that states in some detail the basis for the complaint and the relief sought. A complaining party should file promptly - preferably within 6 months of the alleged discriminatory act but in no event later than 360 days of the alleged discriminatory act. Respondents shall be informed of the details of the complaint and receive a copy of the written complaint as soon as possible.

B. The Affirmative Action Officer then conducts a preliminary investigation to determine if there is an apparent basis for the complaint. This initial investigation may include talking with people other than the disputing parties, but the purpose of the investigation is not to determine the ultimate facts or the merits of the complaint. Instead, its purpose is to determine whether there is a basis for proceeding further. The Affirmative Action Officer makes a written record of all actions taken.

C. 1. If the Affirmative Action Officer determines that there is no valid basis for the complaint, he/she presents the results of the investigation to the complaining and responding parties. The Affirmative Action Officer takes no further action. Any documents gathered during the process remain in the Office of
Affirmative Action and will be considered a university personnel record.

2. If the Affirmative Action Officer determines that there is an apparent basis for the complaint, he/she so notifies the complaining and the responding parties and convenes an Affirmative Action Hearing Board drawn from the Affirmative Action Hearing Board Panel.

a. At the beginning of each academic year each of the following individuals or groups appoints three members to the Affirmative Action Hearing Board Panel: the Chancellor/Chancellor, Bloomington; the Faculty Council; the Campus Affirmative Action Officer; the Dean of Afro-American Affairs; the Dean of Latino Affairs; the Dean for Women’s Affairs; the Dean of Students; and the Director of Human Resources. The Affirmative Action Officer may request additional names for the panel, so that it has an adequate number of faculty, staff, and students (undergraduate and graduate). From this panel a Hearing Board is chosen with the following characteristics: The majority of the Hearing Board must be tenured faculty members. If a disputant is a student, one of the Board members will be a student; if a disputant is a staff member, one of the members will be a staff member.

The Hearing Board will be constructed according to these procedures: (1) Each disputing party will choose one member (In the event the parties’ choices make it impossible to form a Hearing Board that meets these procedural requirements, the Affirmative Action Officer can direct them to make another selection.); (2) The two members selected will choose a third member to constitute a three-member Hearing Board meeting the above criteria; (3) In the event neither party initially chooses a tenured faculty member, then each party will choose an additional member of the Hearing Board from the list of available tenured faculty members. The four Hearing Board members will then select an additional tenured faculty member. In case of a conflict of interest, the Affirmative Action Officer may arrange for another selection. All members of the Hearing Board must be present for a hearing to take place. In emergencies, a replacement may be appointed in the same manner as the member being replaced. The Office of Affirmative Action provides training each year for the Affirmative Action Hearing Board Panel and provides technical assistance to the Hearing Board.

b. The complaining party must file a signed, written complaint promptly—preferably within six months of the alleged discriminatory act but in no event later than 360
days of the alleged discriminatory act. The Affirmative Action Officer informs the person whom the complaining party identifies as the principal respondent that the Office of Affirmative Action has received a written complaint. The Affirmative Action Officer gives the respondent a copy of the complaint. Full disclosure governs the proceedings of the Hearing Board. The appointed Hearing Board follows these procedures: (1) The Hearing Board sets a date for a hearing no sooner than 10 days and no later than 30 days after the respondent has received notice of the complaint. (2) The parties submit to the Hearing Board a list of witnesses and the Hearing Board notifies each witness of the date, time, and place of the hearing. (3) Each party may choose an advocate or representative to accompany him/her to the hearing. (4) The hearing is private unless all parties agree to an open hearing. The Hearing Board keeps a complete record of the proceedings. (5) All parties involved receive copies of all papers filed with the Hearing Board. (6) The parties may state before the hearing which facts are/are not in dispute. (7) The Hearing Board will question the parties and witnesses. (8) All parties to the dispute may question evidence presented by the other parties, but this questioning will be carried out by the Hearing Board. (9) The Hearing Board may request information it deems necessary and call witnesses not called by the parties. (10) All parties may request specific information from the other parties if the Hearing Board deems that information relevant. The Hearing Board will treat as confidential all information received in the complaint process. It expects the parties will be discreet and show respect for all. (11) The Hearing Board must reach its decision strictly on the evidence it receives in the hearing. (12) The Hearing Board makes its written recommendation, with appropriate reasons stated, to the Chancellor to whom the respondent reports, within 10 days after the hearing’s termination. All parties receive copies of the recommendation at that time. The Chancellor will make his/her decision within 30 days based on the accumulated evidence. (13) Files kept for a formal hearing contain the record produced by the Hearing Board and will be kept in the Office of Affirmative Action. When the case results in a written reprimand or a more severe sanction, the Chancellor will ensure that a copy of the sanction is placed in the appropriate personnel or student file. Either party has the right to place a statement in his/her personnel or
student file or in the file kept by the Office of Affirmative Action.

IV. EMERGENCY
Provisional, emergency actions departing from these principles may be taken by a senior University officer with the advice of the University Counsel and must be followed as promptly as possible by steps providing respondents with the notice and opportunity to defend specified in Section III above.

V. RETALIATION
No one at the university may reprimand or discriminate against a person for having initiated in good faith an inquiry or complaint.

(Bloomington Faculty Council, April 29, 1997)