

# Publication Home

## Preamble

It is the responsibility of faculty members to read and become familiar with the LSU Health Shreveport Faculty Handbook. Although every effort is made to keep information and weblinks in the Faculty Handbook up-to-date, faculty members should consult the referenced material to ensure accuracy.

As used in this **Faculty Handbook**, the following applies:

- The term "**Employee**" means academic employee or faculty member.
- The term "**Medical Center**" means Health Sciences Center.
- The term "**Handbook**" means the **LSU Health Shreveport Faculty Handbook**
- The term "**Bylaws**" means LSU Board of Supervisors Bylaws and Regulations.
- Generic masculine pronouns such as he/him/his are used when addressing an "indefinite" or "undefined" individual and are used to address both male and female when the gender is unknown.

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

Changes in policies that arise after the publication of the **Handbook** will be disseminated in writing or electronically to the LSUHSC-S community. Policy changes will be circulated by individual Deans and Department Heads to their respective faculties. Questions about interpretation of policy statements should be submitted to the Department Head, the Dean, or to the Chancellor's Office for clarification.

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

## 1. About LSU Health Shreveport

### 1.1 History

Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) encompasses three schools: School of Medicine, School of Allied Health Professions, and School of Graduate Studies. The institution is a doctoral research university with an array of programs that offer the full continuum of higher education from baccalaureate to post-doctoral levels in the health professions and biomedical sciences. Through its undergraduate, graduate, and postgraduate programs, LSUHSC-S is committed to educating health professionals who will provide excellent patient care and make transformational discoveries in the quest of a healthier Louisiana and world.

The history of the Health Sciences Center dates back to 1876 when the Shreveport Charity Hospital was established at Pierre Avenue and Ford Street. Thirteen years later in 1889, the hospital was relocated to a four acre parcel of land at the corner of Texas Avenue and Murphy Street in downtown Shreveport. A new and larger facility was constructed on the same site in 1904. The hospital's final move was in 1953 to a 23-acre plot on the southeast corner of Kings Highway and Linwood Avenue. Since funding for the new building came from the Confederate Veterans' Pension Fund, the hospital received a new name - Confederate Memorial Medical Center.

The School of Medicine has served the health and well-being of Louisiana's diverse population for over 50 years with innovative medical education and training programs, excellent patient care, and world-class biomedical research. In 1965, the School of Medicine in Shreveport was authorized by an act of the Louisiana Legislature. The first class of 32

medical students was enrolled in 1969 with classes held at the nearby Veterans Administration Hospital. The first Doctor of Medicine (M.D.) degrees were awarded in 1973. Construction of the medical school's permanent buildings was completed in 1975, immediately adjacent and connected to the Confederate Memorial Medical Center.

The School of Graduate Studies in Shreveport was established in 1965 as part of the LSU Medical Center in New Orleans (LSUMC-NO). Although graduate students were able to take courses at the Shreveport campus since the 1965 launch, the first class of graduate students at the Shreveport campus exclusively were accepted in 1974. The first Ph.D. candidate graduated in 1978. The school provides students with training in the most significant areas of biomedical sciences, including research to improve understanding of disease mechanisms at molecular, genetic, cellular and systems levels, and approaches to develop innovative targeted therapies for human diseases. The school offers doctorate (Ph.D.) and master's degree (M.S.) programs as well as postdoctoral fellowships in various biomedical science fields including biochemistry and molecular biology; cellular biology and anatomy; microbiology and immunology; molecular and cellular physiology; and pharmacology, neuroscience, and toxicology.

The School of Allied Health Professions in Shreveport is a leader in educating students in a wide range of dynamic allied health disciplines. The school was established in 1977 as a branch of the LSUMC-NO campus. Cardiopulmonary Science, Speech Language Pathology, and Medical Technology were the three programs initially offered by the school. A group of 11 allied health students comprised the first graduating class in 1980. The school now offers two undergraduate and five graduate degree programs including its original degree programs plus additional offerings in Physical Therapy, Occupational Therapy, Physician Assistant Studies, and Public Health. In 2008, the School of Allied Health Professions moved into a new state-of-the-art facility on the south side of the campus.

In 1976, the State Legislature authorized the transfer of the Confederate Memorial Medical Center from the State Charity Hospital System to the LSU System, and in 1978, the name of the hospital was changed to the Louisiana State University Hospital in Shreveport to reflect its new status. In addition, the legislature authorized the transfer of E.A. Conway Medical Center in Monroe in 2003 and Huey P. Long Medical Center in Pineville to LSUHSC-S. In 2013, privatization of state-run hospitals took place as part of a program instituted by the governor, and LSUHSC-S partnered with a private entity to lease and operate the hospitals that were previously under its management.

In 1999, the institution's name was changed from Louisiana State University Medical Center at Shreveport to the Louisiana State University Health Sciences Center at Shreveport. In November 2000, an independent chancellor for LSUHSC-S was appointed. In 2004, the School of Graduate Studies in Shreveport and the School of Allied Health Professions in Shreveport gained administrative separation from LSUHSC-NO and were placed under the leadership of the Shreveport chancellor. At the same time, deans were appointed for the two schools on the Shreveport campus. In July 2005, LSUHSC-S was legislatively authorized as a separate entity. In 2009, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) awarded LSUHSC-S separate accreditation, which was subsequently reaffirmed in 2014.

## **1.2 Mission Statement**

The primary mission of Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) is to teach, heal, and discover in order to advance the well-being of the region and beyond. LSUHSC-S encompasses the School of Medicine, the School of Graduate Studies, and the School of Allied Health Professions. In implementing its mission, LSUHSC-S is committed to:

- Educating physicians, basic scientists, residents, fellows, and allied health professionals based on state-of-the-art curricula, methods, and facilities, preparing students for careers in health care service, teaching or research.
- Providing state-of-the-art clinical care, including a range of tertiary special services, to an enlarging and diverse regional base of patients.
- Achieving distinction and international recognition for basic science and clinical research programs that contribute to the body of knowledge and practice in science and medicine.
- Supporting the region and the State in economic growth and prosperity by utilizing research and knowledge to engage in productive partnerships with the private sector.

- Fostering a culture of diversity and inclusion that promotes mutual respect for all.

## **1.3 Diversity and Inclusion Statement**

Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) strives to cultivate a diverse and inclusive culture that supports equity, acceptance, and respect for the differences in others. The institution is committed to achieving excellence in fulfilling its mission by utilizing the rich talents of individuals who contribute different backgrounds, perspectives, and experiences to the work and learning environment and who reflect the varied populations of Louisiana. As such, the institution adopts a definition of diversity that embraces a broad spectrum of human expression and characteristics that include but are not limited to race, ethnicity, gender/gender identity, social and cultural attributes, abilities, sexual orientation, religion, rural or metropolitan background, military or veteran status, and age. In addition, diversity also includes life experiences, record of service, and other talents and personal attributes that enhance the work and learning atmosphere. LSUHSC-S is dedicated to building an inclusive and diverse community through the recruitment, enrollment, hiring, and retention/graduation of students, faculty, staff, and leadership who meet this definition of diversity.

## **2. University Governance and Administration**

### **2.1 Louisiana Board of Regents**

The Board of Regents, a state agency created by the 1974 Louisiana Constitution, coordinates all public higher education in Louisiana. The Board began operations January 1, 1975, succeeding the Coordinating Council for Higher Education.

The 15 volunteer members of the Board of Regents are appointed by the governor to six-year, overlapping terms, with at least one (but not more than two) Regents drawn from each of Louisiana's seven Congressional districts. In addition, the Louisiana Council of Student Body Presidents appoints one student member as its representative on the Board.

Policies and decisions of the Board of Regents are administered by a fulltime staff headed by the Commissioner of Higher Education.

Through statewide academic planning and review, budgeting and performance funding, research, and accountability, the Board of Regents coordinates the efforts of the state's 34 public colleges, universities and professional schools and serves as the state liaison to Louisiana's accredited, independent institutions of higher learning. While not involved in overseeing the day-to-day operations of college campuses, the Board of Regents is responsible for setting important statewide standards including minimum admissions requirements as well as benchmarks and targets for the GRAD Act, Louisiana's signature higher education reform policy. The Board of Regents represents the public higher education community before all branches of government and the public and maintains close contact with student interests through the Council of Student Body Presidents.

For additional information, go to <http://regents.state.la.us/>

### **2.2 Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

Article VIII, Section 7 of the 1974 Louisiana State Constitution created the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College with authority to supervise and manage the institutions, statewide agricultural programs, and other programs administered through its system. The constitution provides that the membership of the Board is composed of two members from each congressional district and one member from the state at large, appointed by the Governor with confirmation of the Senate. Those members serve six-year terms, which are staggered. In addition, a student member is selected to serve a one-year term.

For additional information, go to <https://lsu.edu/bos/index.php/board-of-supervisors/>

## **2.3 LSU System**

The LSU System is a wide-ranging enterprise that includes institutions, facilities, and programs in each of Louisiana's 64 parishes. Its campuses stretch the length of the state from New Orleans to Shreveport. Each institution within the LSU System plays a vital role in preparing students to incorporate new knowledge and new technologies into their daily lives.

The LSU System Office is based in Baton Rouge, Louisiana and is responsible for the central management and coordination of its institutions. In accordance with the Article VII, Section 2 of the Bylaws & Regulations of the Board of Supervisors, the President of the LSU System serves as executive head of the System in all its divisions and campuses subject to the direction and control of the Board of Supervisors.

For additional information, go to <https://www.lsu.edu/president/>

## **2.4 University Administration**

Responsibilities and reporting lines for the University's administrative structure are described in the following subsections. An organizational chart for the LSU Health Sciences Center at Shreveport can be found at the following link: [https://inside.lsuhs.edu/Departments/Administration/Documents/LSUHS Org Chart 2020.pdf](https://inside.lsuhs.edu/Departments/Administration/Documents/LSUHS_Org_Chart_2020.pdf)

### **2.4.1 Chancellor**

In accordance with the Article VII, Section 4 of the of the Board of Supervisors, the Chancellor exercises complete executive authority over the institution, subject to the direction and control of the President of the LSU System and the Board of Supervisors.

### **2.4.2 Vice Chancellor for Clinical Affairs**

The Vice Chancellor for Clinical Affairs is responsible for promoting clinical programs of the Health Sciences Center, fostering clinical affiliations with community health care entities, and representing the University in discussions with external agencies about clinical programs.

### **2.4.3 Vice Chancellor for Administration**

The Vice Chancellor for Administration is responsible to the Chancellor for administrative matters of the Health Sciences Center and provides immediate oversight of the general operations of the University.

## 2.4.4 Dean

The Dean is the chief administrative officer of a School and is responsible for providing leadership and administrative support to the programs and faculty of the school.

The Schools of the University are:

- School of Medicine
- School of Graduate Studies
- School of Allied Health Professions

## 2.5 Faculty Senate

The Faculty Senate is a representative body that is responsible for faculty participation in university planning and shared governance. The Senate is also an advisory and consultative body to the Chancellor on policies and other issues related to the general welfare and responsibilities of the faculty. The Faculty Senate shall consist of fifteen elected members of the Faculty of which three shall be elected from each of the following: the Clinical Sciences faculty of the School of Medicine, the Basic Sciences faculty of the School of Medicine, and the faculty of the School of Allied Health Professions. There shall also be one additional member from the Basic Sciences faculty, three additional members from the Clinical Sciences faculty, and one member elected from the Graduate Faculty to represent the School of Graduate Studies. One member shall be elected at-large to represent the Faculty at the Council of Faculty Advisors and the LSU Board of Supervisors' meetings.

Additional information about the Faculty Senate can be found at the following URL:

<https://www.lsuhs.edu/our-schools/faculty/senate>

## 2.6 Councils and Committees

An effectively organized system of councils and committees is essential to the operation of the University. Councils and committees serve a variety of functions, which contribute to the achievement of the institutional mission. Councils and committees:

- keep the several elements of the university informed of the conditions, policies, and decisions which affect their responsibilities and welfare;
- are a means of marshaling the wide range of knowledge and expertise on all subjects available to the university so that it can contribute to decision-making;
- provide a liaison between officers of the university and other areas of university, especially the faculty (through consultation, policy review, and exploration of disagreements, a sound relationship can be maintained among all members of the university community); and
- bring representatives of the appropriate groups in the university together at an early stage in the process of planning and development of policy and programs.

To achieve full effectiveness, councils and committees must be:

- representative of the groups appropriate to their particular functions;
- consulted regularly on a schedule that allows time for participation;
- afforded full and immediate access to the information relevant to their interest;
- able to exercise initiative and review actions as well as respond to proposals put before them; and

- given the benefit of a formal response from the appropriate academic and administrative offices to proposed recommendations or actions.

All councils and committees are given clearly stated charges in writing, and they are asked to make periodic reports to their constituent bodies.

The committee structure of the university is kept flexible by periodic review and revision, assuring that committee work does not absorb an undue amount of faculty, staff, and student time. A current listing of councils and committees, their charges, and their membership is maintained in the Office of the Chancellor.

Standing committees provide the Chancellor and his staff with counsel and assistance regarding areas of the university activity, which are important to the fulfillment of the institutional mission. Standing committees are established by recommendation from the faculty and staff and approval of the Chancellor or his designee. Committees may be altered in their function or abolished upon recommendation of the faculty and staff and approval of the Chancellor or his designee.

The membership of a standing committee varies with its function, and the terms of membership are stated when a committee is established. Membership selection and appointment to the following standing committees are done by the Chancellor, Dean of related school, and/or Committee on Committees:

Administrative Council	Radiation Safety
Biosafety	Radioactive Drug Research
Clinical Board	Research Advisory Committee
Committee on Committees	Research Council
Continuing Medical Education	SAHP Alumni Affairs
Faculty Promotions and Tenure	SAHP Clinics
Faculty Senate	SAHP Curriculum and Academic Affairs
Graduate Council	SAHP Graduate Studies
Graduate Medical Education	SAHP Grants and Research
Institutional Animal Care and Use Committee (IACUC)	SAHP Promotions and Tenure
Institutional Review Board (IRB)	SAHP Student Affairs and Recruitment
Library	SOM Admissions
Medical Communications	SOM Student Affairs
Medical Curriculum Council (MCC)	SOM Student Promotions
Parking	Special Care Committee
Quality Improvement	Trauma Committee
	UR Committee

## 2.7 Policies and Procedures

## 2.7.1 Louisiana Board of Regents Bylaws, Policies, and Procedures

Bylaws for the internal operation and the transaction of business for the Board of Regents for the State of Louisiana can be found at the following URL:<https://regents.la.gov/about/the-louisiana-board-of-regents/bylaws/>In addition, the Academic Affairs policies and Procedures of the Board of Regents can be found at the following URL:

<https://regents.la.gov/divisions/planning-research-and-academic-affairs/academic-affairs/academic-affairs-policies-and-procedures/>

Policies and procedures of special interest to the faculty include the following:

[2.04](#) Letters of Intent for Projected New Academic Programs

[2.05](#) Proposals for New Academic Programs/Research Units

[2.06](#) Board of Regents Reviews of Existing Academic Programs/Units

## 2.7.2 Bylaws and Regulations of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College is vested by law with the authority to supervise and manage the institutions, statewide agricultural programs, and other programs administered through its system. In order to effectively fulfill its responsibilities and duties, the Board of Supervisors adopts and adheres to the Bylaws and Regulations of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

The Bylaws and Regulations are available at the following URL:

- Bylaws: <https://www.lsu.edu/bos/docs/bylaws-adopted-2018-10-04.pdf>
- Regulations: <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>

The following sections may be of particular interest to faculty:

- Bylaws Article X - Rights, Duties and Responsibilities of the Academic Staff
- Regulations Article II - Appointments, Promotions and Tenure

## 2.7.3 LSU System Permanent Memoranda

Permanent Memoranda (PM) represent policies of the Louisiana State University System and are binding on all institutions of the System. PMs address policy issues that are of a system-wide character and are established for the purpose of System administrative governance. PMs may implement or interpret laws, rules, regulations, and reflect LSU System policies.

The LSU System takes care to assure that PMs, when issued, are in compliance with applicable controlling laws, rules, regulations, and policies. However, it is recognized that changes in such laws, rules, regulations, and policies may result in all or a portion of a PM becoming incorrect or outdated until necessary revision is made. In such cases, those portions of PMs that are contrary to or in conflict with any controlling law, rule, regulation or policy are superseded. To the extent that the remainder of a PM is unaffected by a change in controlling laws, rules, regulations or policies, the

remaining portion of the PM will remain valid and in effect (unless the PM itself states otherwise). PMs do not form a part of any employee's contract or appointment with the University or grant rights to any party.

A complete listing of all Permanent Memoranda can be found at the following URL:

<https://www.lsu.edu/administration/policies/permanentmemoranda.php>

Specific PMs of interest to LSUHSC-S faculty include the following:

- [PM-05](#) Holiday Schedule
- [PM-11](#) Outside Employment of University Employees
- [PM-12](#) Educational Privileges for Full-Time Nonacademic and Other Academic Employees
- [PM-13](#) University Travel Regulations
- [PM-15](#) Copyright Guidelines Regarding Electronic Learning
- [PM-23](#) Ranks, Provisions, and Policies Governing Appointments and Promotions of the Academic Staff
- [PM-24](#) Council of Faculty Advisors
- [PM-27](#) Placement of Sponsored Agreements
- [PM-33](#) Drug-Free Workplace and Drug Testing Policy
- [PM-55](#) Equal Opportunity Policy
- [PM-67](#) Contracts Between the University and Its Faculty Members
- [PM-72](#) Obtaining Legal Services

## 2.7.4 LSUHSC-S Chancellor's Memoranda

Chancellor's Memoranda (CM) represent policies of the LSU Health Sciences Center at Shreveport. CMs address policy issues that are of a university-wide character and are established for the purpose of institutional administrative governance. A complete listing of all Chancellor Memoranda can be found at the following URL:

<https://inside.lsuhs.edu/Departments/Administration/pages/Default.aspx?tab=Pages&active=4&title=Chancellor%27s%20Memoranda>

CMs of special interest to LSUHSC-S faculty include the following:

- [CM-02](#) Legal Consultation
- [CM-07](#) Drug Free Workplace and Workforce
- [CM-08](#) Policy on AIDS (HIV) and Hepatitis Virus (HBV)
- [CM-12](#) Guidelines for the responsible use of Alcohol at the LSU Health Sciences Center at Shreveport
- [CM-16](#) LSU Health Sciences Center at Shreveport Fundraising Policy
- [CM-18](#) Information Technology (IT) Infrastructure



[CM-23](#) Conflict of Interest in Research

[CM-24](#) Indirect Cost for Industry Sponsored and Private Donor Sponsored Research Agreements

[CM-25](#) Affiliate Agreement for Human Subjects Research

[CM-26](#) Tech Transfer Assignment Agreement

[CM-32](#) Extramural Research Proposals

## 2.7.5 LSUHSC-S Administrative Directives

Administrative Directives are policies and procedures for the administration of the LSUHSC-S. A complete listing of all Administrative Directives can be found at the following URL:

<https://inside.lsuhs.edu/Departments/Administration/Pages/default.aspx?tab=Pages&active=5&title=Administrative%20Directives>

Administrative Directives of special interest to LSUHSC-S faculty include the following:

[AD 2.1.1](#) Sexual Harassment

[AD 2.1.3](#) Harassment

[AD 2.1.4](#) Violence in the Workplace

[AD 2.6.4](#) Nepotism Policy

[AD 2.8.5](#) Substance and Alcohol Abuse Policy

[AD 2.8.8](#) Family and Medical Leave Act of 1993

[AD 6.2](#) Nondiscrimination Policy

[AD 6.6](#) Americans with Disabilities Act of 1990

## 3. Definition of Faculty

### 3.1 Faculty Rank

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

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

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article II, Section 2-1).

<https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

## 3.2 Academic Ranks

### Full-Time Academic Ranks

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

#### 1. Associate

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

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

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

Educational Provisions: Refer to LSU System PM-12, Educational Privileges for Full-Time Nonacademic and Other Academic Employees, December 12, 2000.

#### 2. Library Associate

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

Faculty Status: The same as for Associate

Tenure and Appointment: The same as for Associate

Educational Provisions: Refer to LSU System PM-12, Educational Privileges for Full-Time Nonacademic & Other Academic Employees, December 12, 2000: <https://www.lsu.edu/administration/policies/pmfiles/pm-12.pdf>

#### 3. Instructor

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

Faculty Status: The rank of Instructor carries faculty status.

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

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

## **4. General Librarian**

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

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

Faculty Status: The same as for Instructor.

Tenure and Appointment: The same as for Instructor.

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

## **5. Assistant Professor**

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

Faculty Status: Assistant Professors have faculty status.

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

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

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

## **6. Assistant Librarian**

Criteria: Minimum qualifications include graduation from a regionally accredited college or university, plus a degree from a library school accredited by the American Library Association, plus varied experience in college and university libraries. A graduate degree in a subject field, in addition to the graduate degree in library science, is desirable for this rank. Individuals are under the supervision of a library administrator to supervise the work of professional and nonprofessional assistants and to aid in the development of materials and services to meet the instructional, research, and extension needs of the University.

Faculty Status: The same as for Assistant Professor.

Tenure and Appointment: The same as for Assistant Professor.

Educational Provisions: The same as for Assistant Professor.

## **7. Associate Professor**

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

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

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

Educational Provisions: The same as Assistant Professor.

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

## **8. Associate Librarian**

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

Faculty Status: The same as for Associate Professor.

Tenure and Appointment: The same as for Associate Professor.

Educational Provisions: The same as for Assistant Professor.

## **9. Professor**

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

Faculty Status: Professors are senior members of the faculty.

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

Educational Provisions: The same as for Assistant Professor.

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

## **10. Librarian**

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

Faculty Status: The same as for Professor.

Tenure and Appointment: The same as for Professor.

Educational Provisions: The same as for Assistant Professor.

## **11. Assistant Professor, Full-Time Affiliate (FTA) Associate Professor Full-Time Affiliate (FTA) Professor, Full-Time Affiliate (FTA)**

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

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

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

Educational Provisions: The same as for Assistant Professor.

## **12. "Professional"-in-Residence**

\* Note: This Rank does not pertain to LSUHSC-S.

## **13. Visiting Instructor**

**Visiting Assistant Professor**

**Visiting Associate Professor**

**Visiting Professor**

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

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

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

Educational Provisions: The same as for Assistant Professor.

## **14. Assistant Curator**

\* Note: This Rank does not pertain to LSUHSC-S.

## **15. Designated Professorships**

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

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

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

Educational Provisions: The same as for Assistant Professor.

## **16. Postdoctoral Researcher**

**Senior Postdoctoral Researcher**

**Instructor - Research or Extension**

**Assistant Professor - Research or Extension**

**Associate Professor - Research or Extension**

**Professor - Research or Extension**

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

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

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

Educational Provisions: The same as for Assistant Professor.

**17. Assistant Professor of Clinical \_\_\_\_\_ \***

**Associate Professor of Clinical \_\_\_\_\_ \***

**Professor of Clinical \_\_\_\_\_ \***

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

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

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

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

Educational Provisions: The same as for Assistant Professor.

**17A. Adjunct Clinical Professor of (clinical specialty)**

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

Faculty Status: Individuals appointed to these ranks shall have faculty status except that these individuals may not vote on academic standards or policy matters.

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

Educational Provisions: The same as for Assistant Professor.

## **18. Assistant Professor-Professional Practice Associate Professor-Professional Practice Professor-Professional Practice**

Criteria: This is a non-tenure track for full-time faculty in the professions (e.g. Education) who are effective in teaching and service programs and are essential for coordinating field work and supervising students in the field, but whose research publications or scholarly activity do not warrant appointment or promotion to tenured positions.

Faculty Status: Individuals appointed to these ranks have the same faculty status as full-time members of the faculty with equivalent rank. They may be enfranchised to the degree deemed appropriate by the faculty unit (system, campus, college, division, or department).

Tenure: Tenure is not awarded to individuals holding these ranks.

Educational Provisions: Same as for Assistant Professor, Associate Professor and Professor.

## **19. LSU Agricultural Center Extension Agents**

\* Note: This Rank does not pertain to LSUHSC-S.

## **Part-Time Academic Ranks**

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

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

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



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

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

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

Terms of Employment: Services of part-time faculty personnel may be terminated by giving such employees reasonable notice with the approval of the Chancellor. "Reasonable notice" shall be interpreted to mean written notice given at the time the action is instituted by the employee's Department Chairman and effective after a period of time equivalent in days to the usual payroll period of the employee.

## **2. Adjunct Instructor**

### **Adjunct Assistant Professor**

### **Adjunct Associate Professor**

### **Adjunct Professor**

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

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

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

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

## **3. Special Lecturer**

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

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

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

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

## **4. Adjunct Clinical Instructor, Part-Time**

\* Note: This Rank does not pertain to LSUHSC-S.

## **5. Clinical Instructor**

### **Clinical Assistant Professor**

## **Clinical Associate Professor Clinical Professor**

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

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

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

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

## **6. Library Associate, Part-Time General Librarian, Part-Time Assistant Librarian, Part-Time Associate Librarian, Part-Time Librarian, Part-Time**

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

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

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

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

[LSU System. Permanent Memorandum 23. (6/22/17). Ranks, Provisions, and Policies Governing Appointments and Promotions of the Academic Staff. <https://www.lsu.edu/administration/policies/pmfiles/pm-23.pdf>]

## **3.3 Boyd Professorships**

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

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

**Procedure for Nomination.** Nomination of a Professor for designation as a "Boyd Professor" shall originate with a Dean or Deans (in the case of split appointments) or a Director of a school, which is not a college, in which a nominee holds professorial status. The nomination shall be addressed to a Review Committee through the Chancellor of the campus on which the nominee is a faculty member. The nomination by Deans or Directors shall be reviewed by a committee comprised of the Chief Academic Officer of the System staff, who shall serve as chair, two Emeriti members, and three faculty members appointed by the President from throughout the University System.

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article II, Section 14). <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

## 3.4 Emeritus Ranks

Upon recommendation by the appropriate campus, the title Professor Emeritus shall be conferred upon all persons who upon retirement have attained the title of Professor and who have been in the service of the University for a period of at least ten (10) years. The said title may also be conferred, upon recommendation of the appropriate campus, upon a person who upon retirement has attained the title of Professor even though the period of service is less than ten (10) years, if it is determined that the person has made outstanding contributions to the University in either the field of scholarship or public service.

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

Approval of emeritus status shall be governed by the Personnel Action Approval Policy.

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article IV, Section 5). <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

## 3.5 Employment of Retired LSU Personnel by LSU

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

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

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

[In House - Memorandum on Rehiring LASERS Retirees Eligible for membership in the Teachers' Retirement System (No number) from the President of the Louisiana State University System, October 7, 2002; Memorandum references PM-69, December 14, 1999] [http://www.lasersonline.org/uploads/19MHReEmployedRetirees\\_bw.pdf](http://www.lasersonline.org/uploads/19MHReEmployedRetirees_bw.pdf)

## 3.6 Administrators with Faculty Rank

A faculty member who accepts an administrative position maintains faculty status and tenure rights.

## **4. Faculty Appointments**

### **4.1 Tenured and Term Appointment, Academic Staff**

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

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

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

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

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

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

Exceptions: The rules pertaining to tenure and term appointments are subject to the following exceptions:

At the Pennington Biomedical Research Center, persons holding the rank of Professor, Associate Professor and Assistant Professor, while being paid by a grant or contract, do not acquire tenure through the passage of time. Upon individual recommendation and approval by the President, such persons at the rank of Professor and Associate Professor may receive rolling tenure, i.e., they may be appointed for terms of 5 years. Faculty with rolling tenure are reviewed annually and reappointments of Associate Professor and of Professor faculty are for 5-year terms. At such annual review, a recommendation not to reappoint the Associate Professor or Professor is with a 5-year terminal appointment. The faculty member will be notified of a decision not to

renew the appointment at least 5 years before the end of the appointment. Faculty members with rolling tenure or on terminal appointments may be terminated for cause at any time with due process.

At the Paul M. Hebert Law Center, the rank of Associate Professor may or may not carry with it the status of tenure, depending upon the timing and circumstances of the individual appointment. Individuals receiving an initial three-year appointment as Assistant Professor will be reviewed in their third year for a second three-year appointment for promotion to Associate Professor without tenure. No later than their sixth year, they will be considered for tenure and for promotion to Professor of Law. Typically, successful candidates will both be tenured and promoted to Professor of Law, although there may be cases in which tenure will be granted but the promotion to Professor of Law deferred for later determination. In such cases, they will hold the rank of Associate Professor of Law (with tenure), pending subsequent procedures addressing their promotion to Professor of Law.

At those campuses employing full-time faculty members in the professions (e.g. Education) whose primary responsibility is in teaching or service programs associated with coordinating fieldwork and supervising students in the field, the ranks of Assistant Professor-Professional Practice, Associate Professor-Professional Practice or Professor-Professional Practice may be designated. Individuals with these academic ranks shall not be eligible for tenure and may be enfranchised to the degree deemed appropriate by the faculty unit (system, campus, college, division or department).

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

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

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

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article II, Section 7). <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

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

The provisions of tenure apply to full-time faculty members with respect to their academic rank and not to administrative titles or assignments. Tenure applies only on the campus on which the tenure is earned.

The foregoing shall not be construed to exclude contracts between the Board and members of the academic staff on mutually acceptable terms other than those stated herein.

Any appointment, whether tenured or term, may be terminated for cause.

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Bylaws* (Article X, Section 4). <https://www.lsu.edu/bos/docs/bylaws-adopted-2018-10-04.pdf>]

**Faculty Appointment.** A letter from an appropriate University Official offering a position with salary and duties specified, a letter of acceptance from a faculty member, the completion of a faculty appointment personnel form and the appearance of a faculty member's name in the operating budget are the minimum requirements for an appointment. Duties specified in the original letter offering the position are subject to change, based on University needs.

A decision not to renew a term appointment is not subject to the LSUHSCS appeals procedure. Failure to follow established procedures in non-renewal of a term appointment may be appealed.

[LSUHSC-S]

## 4.2 Part-Time Academic Staff

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

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article II, Section 8). <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

## 4.3 Basis of Pay

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

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article II, Section 10). <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

# 5. Recruitment, Appointment, and Orientation

## 5.1 Policies and Procedures, Introduction

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

- The Bylaws and Regulations of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
- Permanent Memoranda (PMs) of the LSU University Administration
- Chancellor's Memoranda of Louisiana State University Health Sciences Center Shreveport
- The Equal Opportunity Policy of Louisiana State University
- The Equal Opportunity Policy of Louisiana State University Health Sciences Center Shreveport
- Diversity Plan of the Health Sciences Center at Shreveport
- The Americans with Disability Act
- Sections 2.0 and 3.0 of this Handbook

## **5.2 Authorization to Hire - Creation of Positions**

### **Procedures in making appointments and promotions**

1. Creation and appointment to any position on the academic staff shall be in conformance with Permanent Memorandum 69. Recommendations for the creation of academic positions and for appointments to those positions shall normally originate with the department concerned. LSUHSC Shreveport Administration (Chancellor, Vice Chancellors, Deans) reserves the right to direct the Chairman/Head of the Department/Unit, to change staff composition.
2. Recommendations from the Department/ head for the creation of, and appointment to, any academic position shall be initiated through the LSUHSC-Shreveport Personnel Action Request (PER) process. .  
Recommendation for promotion and/or tenure of faculty with multiple-campus appointments: a split recommendation for tenure will result in the approving campus acquiring full financial responsibility for the individual; a split recommendation for promotion of a tenured individual will result in the approving campus assuming the responsibility for the additional percentage.

Promotions in rank, increases in salary, and granting of tenure to members of the academic staff shall conform to Permanent Memorandum 23 and LSUHSC-Shreveport Promotion and Tenure Directives.

[LSU System. Permanent Memorandum 23. (6/22/17). Ranks, Provisions, and Policies Governing Appointments and Promotions of the Academic Staff. <https://www.lsu.edu/administration/policies/pmfiles/pm-23.pdf>]

[LSU System. Permanent Memorandum 69. (12/9/16). Delegation of Authority to Execute Personnel Actions. <https://www.lsu.edu/administration/policies/pmfiles/pm-69.pdf>]

## **5.3 Authorization for Filling Vacant Positions**

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

## **5.4 Recruitment**

When authorization to fill the position has been received, recruitment is initiated according to procedures established by LSUHSC-S. The procedure should follow the general guidelines as described below:

- Recruitment is initiated by the Department Chairman and/or LSUHSC Shreveport Administration.
- The open position is posted on the LSUHSC-S website; advertising the position externally is at the discretion of the Department Chairman and/or LSUHSC Shreveport Administration.
- The interviewing process is conducted by the individual departments and/or LSUHSC Shreveport Administration.
- Hospital partner may participate in the recruiting process.

## **5.5 Appointment**

## 5.5.1 LSU System Equal Opportunity Policy

Permanent Memorandum 55 delineates the Equal Opportunity Policy of the LSU Administration and mandates that each campus of the LSU System shall adopt an Equal Opportunity Policy conforming to the guidelines set forth in that memorandum.

PM-55 can be found in its entirety at: <https://www.lsu.edu/administration/policies/pmfiles/pm-55.pdf>

## 5.5.2 LSUHSC-S Nondiscrimination Policy

LSUHSC Shreveport is committed to providing equal opportunity for all qualified persons in admission to, participation in, or employment in the programs and activities which the University operates without regard to race, creed, color, marital status, sexual orientation, religion, sex, national origin, age, mental or physical disability, or veteran's status.

LSUHSC-Shreveport complies with Permanent Memorandum (PM-55), and supports affirmative action and equal opportunity standards as set forth therein and through its Affirmative Action plans. The requirements of this memorandum are carried out through campus-based Equal Employment Opportunity policies and the development and maintenance of Affirmative Action plans. These plans require that all employees and applicants receive fair consideration for employment and that all employees are treated fairly with regard to recruitment, promotions, demotions, transfers, layoffs, furloughs, and terminations, rates of pay and other forms of compensation, tenure, training, and other employment practices.

With the advice of the Human Resource Management Department, Chancellors, Vice Chancellors, Deans, Directors, Department Heads, and other supervisor employees are responsible for assisting LSU Health Sciences Center - Shreveport in the implementation of this policy.

Recruitment/Hiring Policies. LSU Health Sciences Center - Shreveport, through its recruitment and employment policies, will recruit and employ qualified personnel for all its diverse activities and will provide equal opportunities during employment without regard to race, color, marital status, sexual orientation, gender identity, creed, religion, sex, gender expression, national origin, age, mental or physical disability, or veteran's status.

Guidelines for recruitment/hiring as described in Part III of Louisiana State University System PM-55 will be followed to achieve recruitment and placement objectives set forth in this policy and to assure equal employment opportunity.

Office of Diversity Affairs. The Office of Diversity Affairs (DA) encourages a diverse campus community and supports the principles of equal opportunity and diversity in employment and education. We will not discriminate in our employment or recruiting practices on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, physical or mental disability, veteran status, gender expression, genetic information, or age (over 40), to ensure compliance with all applicable federal, state, and local laws.

The office develops programs and procedures to promote a culturally diverse and inclusive work and educational environment where faculty, staff, students, and patients are treated fairly and recognized for their individuality. Our commitment to diversity is reinforced through training and education.

DA is responsible for advancing and monitoring the Equal Employment Opportunity Commission (EEOC) laws that cover Title VII, Equal Pay Act of 1963(EPA), Title 1 of Americans with Disabilities Act of 1990 (ADA), Age Discrimination in Employment Act, ADEA (age over 40), Pregnancy Discrimination Act, and Genetic Information Nondiscrimination Act (GINA) as well as the diversity and inclusion policies, procedures and initiatives of the LSU

Complaint Procedure



1. Any member of the LSU Health Sciences Center - Shreveport community who believes that they have been subjected to discrimination and/or harassment in violation of this policy has a right to report the conduct to any University official, supervisor, or the Human Resource Management Department.
2. Any individual who receives a complaint or becomes aware of a possible violation of PM-55 and/or Administrative Directive 6.2 will immediately notify the Human Resource Management Department to obtain advice and assistance in responding to the complaint.
3. The Assistant Vice Chancellor for Administration and Organizational Integrity and Director for Human Resource Management are designated as the individuals to investigate the complaint. The victim of alleged harassment/discrimination and the accused will be notified of the investigative findings. To the extent possible, -information obtained during the investigation will be treated as confidential.
4. The Assistant Vice Chancellor for Administration and Organizational Integrity and/or Director for Human Resource Management shall report their findings and recommendations to the, Chancellor, and Dean of the appropriate school. .
5. Substantiated violations of PM-55 and/or Administrative Directive 6.2 may result in disciplinary or corrective action.
6. Non-Retaliation No employee, student, witness or other participant or other individual who complains about a violation of PM-55 or Administrative Directive 6.2 or participates in an investigation of a complaint made pursuant thereto shall be subject to retaliation in any form. Further, no individual is required to report or make a complaint of discrimination and/or harassment to the person who is engaging in the alleged discriminating/harassing conduct.

[LSU System. Permanent Memorandum 55. (7/10/06). Equal Opportunity Policy.

<https://www.lsu.edu/administration/policies/pmfiles/pm-55.pdf>

[LSUHSC-S. Administrative Directive 6.2. (2/24/10). Non-Discrimination Policy.

<https://inside.lsuhs.edu/Departments/Administration/Documents/Administrative%20Directives/AD%20Administration%206.2.pdf>

## **5.5.3 Discrimination Investigation and Appeals Procedure**

A faculty member who feels that they have been the subject of discrimination based on age, disability (mental or physical), national or ethnic origin, pregnancy, race, religion, sex, sexual orientation, marital status or veteran status should inform his Department Head, Dean, Assistant Vice Chancellor of Administration and Organizational Integrity, or the Director of Human Resource Management (HRM). The recipient of a faculty or student complaint filed pursuant to this section will notify the Assistant Vice Chancellor of Administration and Organizational Integrity and/or Director of HRM. .

- A. An investigation will be conducted immediately by the Assistant Vice Chancellor of Administration and Organizational Integrity and/or the Director of HRM with care to safeguard the confidentiality of all the parties involved; however, in order to conduct an adequate investigation of the complaint, it may be necessary to discuss the complaint with witnesses and the accused. A complaint may be resolved at any point in this process at the recommendation of the Assistant Vice Chancellor of Administration and Organizational Integrity and/or Director of HRM and approval of the Chancellor, or designee.
- B. An investigative report shall be submitted to the Chancellor, and shall include, when possible, conclusions concerning the allegations. The report should also include recommendations for a resolution of the complaint. The complainant and accused will be provided a summary of the conclusions by the Director of HRM or his designee.
- C. If the complaint is found to be valid, the accused may be directed to appropriate counseling, receive discipline, or be recommended for termination, depending on the degree or seriousness of the offense. In the event a faculty member, involved as either the accused or the victim, disagrees with the conclusions

recommended as a result of the investigation, he or she may invoke the procedures set out in Handbook Section 11.11. If either party invokes this appeals process, the Chancellor or the Chancellor's designee will forward a copy of the investigative report to the Standing Appeal Committee. If allegations of discrimination are first raised as a part of a faculty appeal, that is, prior to an investigation of the complaint by the Director of Human Resource Management or his designee, the Chancellor shall refer the complaint to the Director of HRM for investigation in accordance with this section. No appeal shall proceed until an investigation has been conducted and a report of the investigation has been submitted to the Chancellor.

If allegations of discrimination are first received as part of a Termination for Cause proceeding, that is, prior to an investigation of the complaint by the Director of Human Resource Management or his designee, the Chancellor shall refer the complaint to the Director of HRM for investigation in accordance with this section. The hearing for Termination of Cause shall not proceed until an investigation has been conducted and a report of the investigation has been submitted to the Chancellor. The Chancellor shall then forward a copy of the Director of HRM or designee's report to the ad hoc committee. The formal complaint may be oral or written, with sufficient specificity to allow efficient investigation.

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

## **5.5.4 Authority to Appoint and Promote**

**Appointment and Promotion of Academic Staff.** Each appointment or promotion of a member of the academic staff shall be made upon the basis of merit and the special fitness of the individual for the work demanded by the position. The terms of the appointment of each member of the academic staff shall be reduced to writing and a copy thereof furnished to each of the contracting parties.

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Bylaws* (Article X, Section 3). <https://www.lsu.edu/bos/docs/bylaws-adopted-2018-10-04.pdf>]

[LSU System. Permanent Memorandum 69. (12/9/16). Delegation of Authority to Execute Personnel Actions. <https://www.lsu.edu/administration/policies/pmfiles/pm-69.pdf>]

## **5.5.5 Rank and Type of Appointment**

The type of appointment (part-time, full-time, clinical, etc.) and designation of rank, shall be in accordance with Section 3.0 of this Handbook and Permanent Memorandum 23. Appointments shall be recommended by the Department Head, subject to approval by the Dean of the School, and the Chancellor of the Health Sciences Center, or designee.

## **5.5.6 Appointment of Faculty Who are Not Citizens of The US**

Before any appointment agreements are made with potential faculty who are not citizens of the United States, prior approval from the Administration and Organizational Integrity is required.

[LSUHSC-S]

## **5.5.7 Nepotism Policy**

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

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

[LSUHSC-S. Administrative Directive 2.6.4. (4/1/86). Nepotism Policy.

<https://inside.lsuhs.edu/Departments/Administration/Documents/Administrative%20Directives/AD%20Recruitment%20Employment%20%202.6.4.pdf>]

## 6. Faculty Personnel Files

### 6.1 Location of Files

Personnel files shall be maintained for each faculty member in the Office of Human Resource Management.  
[LSUHSC-S]

### 6.2 Contents

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

- Personnel Form 1 (PER 1) - Louisiana State University Health Sciences Center at Shreveport Personnel Action Requisition Form
- Personnel Form 3 (PER 3) - Louisiana State University Health Sciences Center at Shreveport Personnel Status Change Form
- Letters of Offer
- Oath of Affirmation to Support the Constitution and Laws of the United States of America and of the State of Louisiana
- Person to Notify in Case of Emergency Form
- Biographical Data Card
- Federal W4
- Retirement System
- Enrollment Application
- Teachers Retirement System of Louisiana Designation of Beneficiary Form
- Disability Insurance Enrollment Card
- Accident Insurance Form G56401-A
- Insurance Update Forms
- Record of Sabbatical Leave
- Official Transcript from the Institution Granting the Highest Degree

<https://www.lsuhs.edu/about/employment/hr-management-compliance>

[LSUHSC-S]

## 6.3 Confidentiality and Access

Access to a faculty member's personnel file shall be regulated in accordance with Title 44 of the Revised Statutes of the State of Louisiana (<https://www.legis.la.gov/Legis/Law.aspx?d=99632> )

Employee information is carefully maintained and will be released only to authorized individuals or agencies. Authorized persons, such as Chancellor, Vice Chancellors, Deans, Department Heads, or immediate supervisors, will be permitted access to a faculty member's file. Likewise, if a faculty member is being considered for a transfer, the prospective supervisor or Department Head will be permitted access to the employee's file.

A faculty member shall have access to his personnel file during normal business hours. A faculty member may request copies, at his own expense, of any material contained therein. A faculty member may not remove his file from the room in which it is housed.

Verification of employment on past or present faculty members is a service of the Human Resource Management Department. The Department will respond only to written requests for verification. Unless the written request includes a release by the faculty member, the of Human Resource Management Department will provide only the date of hire, position title, salary, and date of separation.

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

[LSUHSC-S]

## 6.4 Personal Data Changes

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

[LSUHSC-S]

## 6.5 Appeal Procedure Records

All documentation pertaining to hearings and formal grievance proceedings will be kept in the office of the Chancellor and/or Human Resource Management.

[LSUHSC-S]

## 6.6 Retention of Records

The permanent copies of all University records belong to the office of origin except medical records that are the property of the private hospital partner. Personnel records should be retained in accordance with the Records Retention Schedule approved by and on file at the Louisiana Secretary of State, Division of Archives, Records Management and History. A copy of the Records Retention Schedule is also maintained in the Department of Administration and Organizational Integrity.

# 7. Faculty Evaluations

## 7.1 Introduction

To promote institutional excellence, Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) supports a system of periodic performance assessment of all faculty members in order to evaluate effectiveness in areas recognized as essential to the institutional mission. These areas include activities such as teaching, research, clinical practice, administration, and public service. Although not all faculty members can be anticipated to have equal levels of commitment or are given equal responsibilities in each of these areas, performance in any area in which a faculty member has responsibility is expected at a high level of general competence. The evaluation process is also designed to enhance the productivity of the individual faculty member by facilitating professional development, encouraging personal growth, and guiding the faculty member's achievement of career goals. This review process provides a venue by which each faculty member may discuss and plan his or her goals, aspirations, and needs with the department chair (or equivalent), and relate them to the mission of the department, academic unit, and institution. Such a process ultimately benefits the individual, as well as the department, the school, and the institution through increased faculty productivity.

In accordance with LSU System Permanent Memorandum 35 (PM-35), LSUHSC-S requires that all faculty members undergo annual evaluations to ensure that their academic performance is commensurate with their rank and status, and that they remain accountable for their academic performance to the university and the larger community. The evaluation process allows feedback and constructive criticism for faculty members with the intention of promoting individual achievement and facilitating activities essential to the mission of the institution, including education, research, patient care and other forms of service. In addition, such evaluations provide faculty members with guidance on advancement, foster career development and allow each faculty member to demonstrate his value to the department and the institution.

[Excerpt from LSU System PM-35, May 23, 2000 URL: <https://www.lsu.edu/administration/policies/pmfiles/pm-35.pdf>]

Because faculty members of LSUHSC-S perform a variety of functions, evaluation procedures are individualized. Each school within the health sciences center has established review procedures for gathering relevant data from multiple sources. These may include student ratings, peer judgments, administrator evaluations, and self-appraisals. The relative weight of each of the sources may vary from school to school. Data from all sources of faculty evaluation are utilized by department chairs/program directors and promotion and tenure committees when making recommendations to the dean for any faculty member seeking promotion, tenure or both.

### **School of Medicine**

In keeping with the aims outlined above, annual evaluation of School of Medicine faculty members is done in the following manner:

1. With the exception of those faculty members who hold a gratis faculty appointment in the School of Medicine, all faculty members shall have an annual review by their department chair/head using the LSUHSC-S Faculty Evaluation Form.
2. All gratis faculty members of any rank in the School of Medicine shall have an annual review by their department chair/head using the LSUHSC-S Gratis Faculty Evaluation Form.

In the case of evaluation of a faculty member who holds a faculty appointment other than gratis, the formal evaluation must include a statement of the criteria against which the performance of the faculty member will be assessed. These criteria must be made known to all concerned. A written summary of this evaluation should be given to the faculty member and a copy placed in the faculty member's departmental file. Evaluation results for each faculty member are

recorded on a faculty evaluation form, and provide evidence of individual accomplishments in the areas of teaching, research/scholarship, academic advising, service, and administration (as applicable).

Prior to the formal evaluation process, the faculty member completes the self-evaluation sections of the form and submits this to the department head or designee for review. The department head or designee completes the department head's evaluation section and then convenes a meeting with the departmental faculty member being evaluated. At this meeting, accomplishments are reviewed and recommendations for continued or new activities are made. The faculty evaluation program is designed to help maintain and improve the effectiveness of each faculty member, as well as to provide direction for administrative decision-making in the areas of reappointment, promotion, merit salary increases, and award of tenure. In addition, each faculty member maintains a current dossier. This dossier should contain the curriculum vitae, and other documents that evidence scholarly activity, teaching effectiveness, and service.

For gratis faculty members in the School of Medicine, the department chair/head shall review all available student and resident/fellow evaluations of the faculty member's performance for the year and compose a summary evaluation. If applicable, the faculty member's performance in the areas of research/scholarly work and service may also be addressed. The department chair/head shall communicate the findings of the annual evaluation to the gratis faculty member and also retain a copy of the annual evaluation in that individual's departmental files.

The annual evaluation process is initiated during the month of July of each fiscal year with a reminder notification to all department chairs from the Office of the Associate Dean for Academic Affairs of the School of Medicine. The process is to be completed in the departments by the end of October of the same year. The evaluation forms themselves are maintained in the department to which each faculty member belongs and the signed completed faculty evaluation conference form (LSUHSC-S Faculty Evaluation Form) or notification form (LSUHSC-S Gratis Faculty Evaluation Form) is returned to the associate dean.

#### **School of Graduate Studies**

All faculty of the School of Graduate Studies are also School of Medicine faculty members and are evaluated according to the same schedule and methods outlined for the School of Medicine.

#### **School of Allied Health Professions**

The School of Allied Health Professions assures faculty maintains the highest level of effectiveness and professional demeanor in the classroom and clinical setting. The concept of faculty evaluation encompasses a range of processes designed to assess the quality and effectiveness of each faculty member. Each faculty member is assessed in three areas that correspond to the institution's mission: teaching, scholarly activity, and service.

A standard school-wide document is used to compile faculty evaluations and is administered during the month of July of each fiscal year with a six-month mid-year follow up visit with the faculty member to assure yearly goals and objectives are being addressed. Once the faculty member and his or her supervisor agrees on the initial set of goals and objectives along with discussing past year performance, the evaluation document is signed by all parties and a mid-year date is agreed upon. Copies of this document are forwarded to the school's Office of Academic Affairs where they are further evaluated and filed.

[LSUHSC-S]

## **7.2 General Principles Regarding Evaluation of Faculty**

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

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

Since the faculty members of LSUHSC-S perform a variety of functions, evaluation procedures are individualized. Each School within the Health Sciences Center has established review procedures for gathering relevant data from multiple sources. These may include student ratings, peer judgments, administrator evaluations, and self-appraisals. The relative weight of each of the sources may vary from school to school.

[LSUHSC-S]

## **7.3 General Principles Regarding Evaluation of Academic Administrators**

The following is a list of academic administrative titles and the principles, which apply to their evaluation:

- Department Heads are evaluated every five years by their Deans, with periodic input from faculty in their respective Departments and students, when appropriate.
- Assistant Deans and Associate Deans are evaluated every three years by their Deans, with input from faculty, Department Heads and other constituents as appropriate.
- Deans are evaluated every five years by the Chancellor, with input from faculty and Department Heads and other constituents as appropriate.
- The Vice Chancellors are evaluated every three years by the Chancellor, with input from faculty and other constituents as appropriate.
- The Chancellor is evaluated every three years by the President of the LSU System, with input from faculty and other constituents as appropriate.

[LSUHSC-S]

## **7.4 Activities to be Evaluated**

### **Teaching**

LSUHSC-S recognizes that effective teaching is a primary responsibility of most faculty members. An evaluation of teaching includes, but is not limited to, the following which are outlined in more detail in the Education Portfolio:

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

### **Research and Scholarship**

LSUHSC-S recognizes the importance of research and scholarship not only to the general advancement of the health sciences, but also to the faculty member performing the work. Evidence of scholarly effort includes, but is not limited to, the following:

- Refereed and non-refereed publications
- Participation and leadership roles at local and national meetings, conventions, and symposia
- Presentations at local and national meetings, conventions, and symposia
- Application for and award of grants and contracts
- Lectures and symposia
- Honors and awards
- Referral and consultation roles
- Service as an editor or editorial board member of a professional journal

## **Service**

LSUHSC-S expects its faculty to be involved in service to the School and Center, professional organizations, and community groups of interest to faculty. Such service includes, but is not limited to, the following:

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

## **Administration**

LSUHSC-S undertakes regularly scheduled evaluations of academic administrators (Section or Division Head, Department Head, Assistant Dean, Associate Dean and Dean) as delineated in Section 7.3 to help maintain and improve their effectiveness. Evidence of effective administration includes, but is not limited to, the following:

- Administrative management
- Executive judgment
- Delegation of authority and responsibility
- Provision of academic leadership
- Planning ability
- Encouragement of faculty research and/or improvement of teaching skills and programs
- Communication of ideas
- Conflict resolution
- Availability and responsiveness to faculty
- Objectivity, honesty, and fairness
- Academic performance in the areas of teaching, research/scholarship, and service

Review evaluation form for additional requirements, faculty evaluations and directions at:



<https://inside.lsuhs.edu/Departments/AcademicAffairs/Documents/Academic%20Affairs%20Documents/Faculty%20E%20valuation.pdf>

[LSUHSC-S]

## 8. Promotion

Promotion in academic rank is a means by which the University encourages, recognizes, and rewards faculty members for excellence in the performance of their duties. A promotion is not a routine reward for satisfactory service but reflects a positive appraisal of high professional competence and accomplishment. Promotion decisions may be made separately from tenure decisions.

[LSUHSC-S]

### 8.1 Eligibility for Promotion

Each appointment or promotion of a member of the academic staff shall be made upon the basis of merit and the special fitness of the individual for the work demanded by the position. The terms of the appointment of each member of the academic staff shall be reduced to writing and a copy thereof furnished to each of the contracting parties.

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Bylaws* (Article X, Section 3). <https://www.lsu.edu/bos/docs/bylaws-adopted-2018-10-04.pdf>]

In addition, specific criteria for promotion are outlined in Permanent Memorandum 23 (PM-23 <https://www.lsu.edu/administration/policies/pmfiles/pm-23.pdf>) and Section 3.0 of the Faculty Handbook, as well as the LSUHSC-S Promotion and Tenure Policy. Each school within the University may stipulate more definitive standards and procedures than those delineated in PM-23, provided they do not conflict with this policy.

[LSUHSC-S]

### 8.2 Service Requirements for Promotion

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

- Instructor to Assistant Professor - Normally a minimum of three years\* in the rank of Instructor.
- Assistant Professor to Associate Professor - Normally a minimum of three years\* up to six years in the rank of Assistant Professor
- Associate Professor to Professor - Normally a minimum of five to six years\* in the rank of Associate Professor

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

Although a Department Head, Dean of the School, or the faculty promotions committee may recognize superior service by recommending early advancement in rank and the University may concur (by offering early advancement in rank), individual faculty members ordinarily will not be considered for advancement before the minimum length of time in current rank has been completed.

[LSUHSC-S]

## 8.3 Initiation of Promotion Process

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

[LSUHSC-S]

## 8.4 Promotion Review File

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

This file shall contain a current Biographical Data Form including documentation of accomplishment in scholarly, other professional activities and community service, as well as evidence of instructional effectiveness in the form of an Educator's Portfolio. The file must include letters of recommendation and other evidence that the candidate has met the various criteria (see Handbook Sections 3.0 and 7.0) necessary for promotion as required by individual Schools.

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

Normally, the material in the promotion review file will only be available to the faculty member, appropriate committees and councils, and those administrators whose approval is officially necessary for implementation of the committee's recommendation. The faculty candidate must participate in the preparation of the biographical and supporting documentation that accompanies the **Louisiana State University System: Promotion/Tenure Review Request Form**, herein and after referred to as the **Promotion/Tenure Form**, including a signed **Promotion and Tenure Verification Page**, which can be found at the following URL:

<https://inside.lsuhs.edu/Departments/AcademicAffairs/Pages/default.aspx?tab=Pages&active=2&title=Promotion%20and%20Tenure>

indicating that he has reviewed the file and that it is accurate and complete. The requisite Letters of Recommendation are added to the file at this time, and the completed packet is then delivered to the departmental committee, Department Head, and school committee for review.

[LSUHSC-S]

## 8.5 Endorsements for Promotion

Applications for advancement in rank must be accompanied by a recommendation from the departmental promotions committee and Department Head(s). These recommendations should specifically address the degree to which the candidate meets the appropriate criteria (see Handbook Sections 3.0 and 7.0). The vote of the departmental promotions

committee must be indicated on the form for promotion. Candidates who receive negative recommendations by the departmental promotions committee faculty and the Department Head can request review by the School committee.

## 8.6 Action on Promotion

Decisions regarding promotions represent a succession of judgments as to whether the candidate meets the criteria set forth in Handbook Section 3.0 and 7.0. Promotion requests are submitted by the Department Head to the Dean of the School on the **Promotion/Tenure Form**. A Standardized Biographical Data attachment must also be submitted.

Requests are preliminarily reviewed by the Office of the Associate Dean for Academic Affairs for completeness and accuracy and forwarded to the faculty promotions committee of the School. This committee returns a recommendation to the Dean. Positive committee recommendations, with which the Dean concurs, are submitted to the Chancellor and with concurrence, the Systems office. Negative recommendations of the faculty promotions committee, with which the Dean concurs, are returned to the Department Head, who may appeal the decision in accordance with School policy. The Dean of the School may agree or disagree with recommendations. The above decisions are indicated on the **Promotion/Tenure Form** and appropriate signatures are affixed.

When the above process has been completed within the School, even if the Dean's recommendation is negative, the recommendation is then forwarded for consideration by the Chancellor and the Vice President for Academic Affairs.

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

Unless extraordinary circumstances prevail, when a Recommendation for Promotion is approved by the Board of Supervisors, the promotion in rank takes effect at the beginning of the next fiscal year.

[LSUHSC-S]

## 8.7 Multiple-Campus Appointments and Promotions

Recommendation for promotion and/or tenure of faculty with multiple-campus appointments: a split recommendation for tenure will result in the approving campus acquiring full financial responsibility for the individual; a split recommendation for promotion of a tenured individual will result in the approving campus assuming responsibility for the additional percentage.

[LSU System. Permanent Memorandum 23. (6/22/2017). Ranks, Provisions, and Policies Governing Appointments and Promotions of the Academic Staff. <https://www.lsu.edu/administration/policies/pmfiles/pm-23.pdf>]

## 9. Tenure

LSUHSC-S adheres to the basic policies for tenure established by the University System.

Early in the term of appointment, the faculty member should become familiar with the substantive and procedural standards generally employed by the University in decisions affecting tenure.

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

[LSUHSC-S]

## 9.1 Tenure Policy

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

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

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article II, Section 7). <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

**Leave of Absence without Pay.** For academic employees, the period of absence without pay may, upon appropriate administrative recommendation, be credited toward tenure.

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article III, Section 6). <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

In addition to the qualifications of the candidate for tenure, other considerations that enter into individual decisions to confer tenure include particular need within a Department, School, or LSUHSC-S.

A faculty member on the tenure track may switch to a non-tenure track or vice versa. This process requires the approval of the Department Head, Associate Dean of Academic Affairs, Dean of the respective School, and the Chancellor. In addition, in the case of a switch from non-tenure track to the tenure track, approval must also be given at the LSU System level and by the LSU Board of Supervisors.

[LSUHSC-S]

## 9.2 Tenure Policy as it Relates To Rank

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

The provisions of tenure apply to full-time faculty members with respect to their academic rank and not to administrative titles or assignments. Tenure applies only on the campus on which the tenure is earned.

The foregoing shall not be construed to exclude contracts between the Board and members of the academic staff on mutually acceptable terms other than those stated herein.

Any appointment, whether tenured or term, may be terminated for cause.

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). (Article X, Section 4). <https://www.lsu.edu/bos/docs/bylaws-adopted-2018-10-04.pdf>]

Professors and Associate Professors are tenured and are appointed for an indefinite period of time, except that the initial appointment and subsequent reappointments through not more than five years of total service to the University campus involved may be made for a stipulated term. Persons promoted to the rank of Professor or Associate

Professor after less than five years of service on the campus may be continued to term appointment through no more than the fifth year. Persons holding a professorial rank (Professor, Associate Professor or Assistant Professor) while being paid by a grant or contract do not acquire tenure through the passage of time but may become tenured only by specific individual recommendation through appropriate channels and approval by the President.

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

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

At those campuses employing full-time faculty members in the professions (e.g. Education) whose primary responsibility is in teaching or service programs associated with coordinating fieldwork and supervising students in the field, the ranks of Assistant Professor-Professional Practice, Associate Professor-Professional Practice or Professor-Professional Practice may be designated. Individuals with these academic ranks shall not be eligible for tenure and may be enfranchised to the degree deemed appropriate by the faculty unit (system, campus, college, division or department). Additional faculty ranks that are not eligible for tenure are listed in Section 3.0 of the Faculty Handbook.

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article II, Section 7). <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

## 9.3 Initiation of Tenure Process

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

[LSUHSC-S]

## 9.4 Tenure Review File

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

This file shall contain a completed Biographical Data Form containing evidence of accomplishments in scholarly and other professional activities and community service and a completed Educator's Portfolio containing verification of

instructional effectiveness. The file must include letters of recommendation and other evidence that the candidate has met the various criteria necessary for tenure as required by individual Schools.

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

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

[LSUHSC-S]

## 9.5 Endorsements for Tenure

Applications for tenure must be accompanied by a recommendation from the departmental promotions committee and Department Head(s). The vote of the departmental promotions committee must be indicated on the **Promotion/Tenure Form**. These recommendations should specifically address the degree to which the candidate meets the appropriate criteria as listed in Sections 3.0 and 7.0 of the Faculty Handbook. Candidates who receive negative recommendations by the departmental promotions committee and the Department Head can request review by the school promotions committee if they choose.

[LSUHSC-S]

## 9.6 Action on Tenure

Decisions regarding tenure represent a succession of judgments of whether the candidate meets the criteria set forth in Handbook Sections 3.0 and 7.0. Tenure requests are submitted by the Department Head to the Dean of the School on the **Promotion/Tenure Form**. As noted in Section 9.4, the submitted documentation must include the Standardized Biographical Data attachment, the Educator's Portfolio, and Letters of Recommendation.

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

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

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

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

[LSUHSC-S]

## **9.7 Multiple-Campus Appointments - Tenure**

Recommendation for promotion and/or tenure of faculty with multiple-campus appointments: a split recommendation for tenure will result in the approving campus acquiring full financial responsibility for the individual; a split recommendation for promotion of a tenured individual will result in the approving campus assuming the responsibility for the additional percentage.

[LSU System. Permanent Memorandum 23. (6/22/17). Ranks, Provisions, and Policies Governing Appointments and Promotions of the Academic Staff. <https://www.lsu.edu/administration/policies/pmfiles/pm-23.pdf>]

## **10. Separation**

### **10.1 Resignation**

A faculty member may terminate his/her employment by giving written notice to his Department Head or appropriate administrative officer at least ninety (90) calendar days before the effective date of the resignation. Any verbal notice of resignation shall be immediately confirmed in writing by the Department Head or administrative officer receiving the verbal notice. The requirement of ninety (90) days' notice may be waived by mutual agreement of the Health Sciences Center and the faculty member.

[LSUHSC-S]

### **10.2 Retirement**

Eligible employees of the University are entitled to certain benefits following the completion of a designated number of years of employment, the attainment of specified ages, or satisfaction of other requirements. For complete details, please review retirement options at the LSUHSC-S Human Resources website: <https://www.lsuhs.edu/about/employment/hr-management-compliance>.

[LSUHSC-S]

## **10.3 Termination for Cause**

### **10.3.1 Criteria for Termination**

Any appointment, whether term or tenure, may be terminated for cause. Cause for termination may include, but is not limited to, incompetence, failure to perform assigned duties, willful breach of University policies and procedures, serious breach of professional ethics or standards, dishonesty, moral turpitude or conviction of a felony. Actions that constitute exercise of academic freedom or rights guaranteed by State or federal law shall not be cause for termination. Prior to termination for cause, a faculty member shall be entitled to due process as set forth in the Bylaws and Regulations of the Board of Supervisors and in the Faculty Handbook as discussed in Section 10.3.2.

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

[LSUHSC-S]

## 10.3.2 Due Process Rights

Recommendation for termination of a faculty member shall be made by the Department Head in the form of a Request for Termination. The Request for Termination shall be in writing and shall include a written statement of charges registered against the faculty member, a list of all known documentary evidence, a list of witnesses and a brief statement of the nature of testimony expected to be given by each witness. The Request for Termination shall be delivered in person to the Dean. If the Dean finds that the charges registered against the faculty member appear to be substantive, they shall notify the Chancellor who shall give Notice to the faculty member in writing of the intent to initiate proceedings, which might result in termination for cause. The Notice shall include a copy of the Request for Termination and shall be delivered by certified mail to the faculty member. The faculty member shall have an opportunity to prepare and present a defense to the charges set forth in the Notice at a hearing before an impartial *ad hoc* committee, which shall be advisory to the Chancellor. The faculty member shall have five (5) working days after receipt of the Notice to notify the Chancellor in writing whether he will challenge the Request for Termination and desires that an *ad hoc* committee be formed. If the faculty member fails to notify the Chancellor by the 5th business day after receipt of the notice, his/her termination shall become effective on the 6th business day after receipt of the notice. If the faculty member contends that the proposed termination is based, in whole or in part, on age, disability (mental and physical), equal pay, national or ethnic origin, pregnancy, race, religion, sex, sexual orientation, marital status, or veteran status the faculty member shall inform the Chancellor of that contention. The Chancellor shall then invoke the proceedings set out in Handbook Section 5.5.3. The hearing for termination for cause shall not proceed until an investigation has been conducted pursuant to Handbook Section 5.5.3.

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

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

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

The hearing shall be conducted as follows:

The chairman of the committee shall conduct the hearing. Each party shall have the right to appear, to present a reasonable number of witnesses, to present documentary evidence, and to cross-examine witnesses. The parties may be excluded when the committee meets in executive session. An attorney may accompany the faculty member as a nonparticipating advisor. Should the faculty member elect to have an attorney present, the Department Head may also be accompanied by an attorney. The attorneys for the parties may confer and advise their clients upon adjournment of the proceedings at reasonable intervals to be determined by the Chairman, but may not question witnesses, introduce evidence, make objections or present an argument during the hearing. However, the right to have an attorney present



can be denied, discontinued, altered, or modified if the committee finds that such is necessary to ensure its ability to properly conduct the hearing. Testimony is under oath and the entire hearing shall be recorded. Rules of evidence and procedure are not applied strictly, but the Chairman shall exclude irrelevant or unduly repetitious testimony. The Chairman shall rule on all matters related to the conduct of the hearing and may be assisted by University Counsel. At the request of the faculty member, the Chairman shall invite an American Association of University Professors (AAUP) representative to be present during the hearing as a non-participating observer.

The recording of the hearing may be transcribed upon request. The requesting party shall bear the transcription costs. If no transcription is requested, the audio recording of the hearing as well as the committee's summary report will be submitted to the Chancellor.

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

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

[LSUHSC-S]

## 10.4 Retrenchment

### CRITERIA

LSUHSC-S may terminate or reduce the contractual rights of faculty members when the Chancellor, upon authority of the President and Board of Supervisors, determines that it is necessary (1) to alleviate a financial exigency within the Health Sciences Center or subunit thereof, or (2) to effect a reorganization or elimination of an academic program of the institution. Financial exigency is defined as the critical, pressing, or urgent need on the part of the University to reorder its monetary expenditures in such a way as to remedy and relieve the state of urgency within the University.

For more information regarding financial exigency, see the Regulations of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, Article V, Section 13, (10/4/2018), <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>.

### RETRENCHMENT PLAN

In the event of financial exigency or the need to reorganize or eliminate an academic program, the Chancellor of LSUHSC-S will appoint an *ad hoc* committee of faculty and administrators to institute an orderly and consistent plan of retrenchment. Dismissal of faculty will only be initiated after all alternative means of alleviating the financial crisis have been exhausted or deemed inadequate. This retrenchment plan may be administered on a school-wide, departmental or program basis.

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

- Faculty on term appointments, starting with the most recently appointed and then proceeding in reverse order of seniority.

- Tenured faculty on continuous appointments, starting with the most recently appointed, and then proceeding in reverse order of seniority.

For the purposes of this retrenchment plan, seniority shall mean total years of service at LSUHSC-S as determined by the retirement system.

#### EXCEPTIONS TO THE RETRENCHMENT PLAN

Department Heads or other administrators who wish to make specific exceptions to the Retrenchment Plan in order to avoid serious distortion of the academic program can appeal to the Dean of the appropriate School, who will act upon a recommendation made by an *ad hoc* committee comprised of five (5) faculty members from that School. The committee members shall be appointed by the Dean of that School and approved by the Chancellor.

#### NOTICE

Faculty and other employees under contract who are furloughed, laid off, or terminated before the end of their contract terms for reasons of financial exigency shall, whenever possible, be notified in writing by LSUHSC-S at least ninety (90) days in advance of the date of the furlough, layoff, or termination, in accordance with LSU Bylaws and Regulations, Chapter V, Section 5-13c. This written notice shall specify the cause of the termination, or reduction of time, provide a summary description of the facts relied on by the Health Sciences Center to make the decision, and a reference to the faculty member's rights to file an appeal pursuant to Handbook Section 11.11. Written notice shall be sent by certified U.S. mail, return receipt requested.

#### ALTERNATIVE POSITIONS

Faculty members whose employment time is terminated or reduced due to retrenchment will be eligible to transfer to any vacant LSUHSC-S faculty position for which they are qualified, subject to the terms and conditions of employment attendant to that position. A faculty member's qualification for a vacant position shall be determined by the Dean of the appropriate School, after consultation with the Department Head involved, and as approved by the Chancellor. A faculty member who exercises the rights accorded under this section and who is determined by the Dean of the School to be qualified for a vacant position will have a preemptive right to the position consistent with the retrenchment plan.

#### REVIEW

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

#### RECALL

If vacancies become available, faculty terminated under the retrenchment plan will be recalled in the reverse order of dismissal. Faculty will be eligible for recall up to one year after dismissal. Exceptions to this order can be appealed by the Department Head to the Dean of the appropriate school, who will act upon a recommendation made by an *ad hoc* committee of faculty members the composition, selection, and approval of which was described earlier in this section.

[LSUHSC-S]

## **11. Faculty Rights, Duties, and Responsibilities**

### **11.1 Academic Freedom**

The University is committed to the principle of academic freedom. This principle acknowledges the right of a teacher to explore fully within the field of assignment and to give in the classroom and elsewhere such exposition of the subject as the teacher believes to represent the truth. This principle also includes the right of a member of the academic staff of the University to exercise in speaking, writing, and action outside the University the ordinary rights of a citizen, but it

does not decrease the responsibility which the member of the academic staff bears to the University, the State, and the Nation. When a member of the academic staff is not officially designated to represent the University, the staff member must indicate clearly that they are speaking as an individual citizen.

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

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Bylaws* (Article X, Section 2). <https://www.lsu.edu/bos/docs/bylaws-adopted-2018-10-04.pdf>]

Allegations that the academic freedom or other rights of a faculty member have been violated are to be settled according to the procedures outlined in Section 11.11 on the Faculty Appeals Process in this Handbook.

[LSUHSC-S]

## 11.2 The Statement of Professional Ethics

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

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates, even when it leads to findings and conclusions that differ from their own. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

[American Association of University Professors Statement on Professional Ethics (2009).  
<https://www.aaup.org/report/statement-professional-ethics>]

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

[LSUHSC-S]

## 11.3 LSUHSC-S Code of Conduct

All employees and affiliated professionals of LSUHSC-S shall conduct all activities in a manner that will promote integrity and compliance while practicing sound, ethical, and professional judgment.

All employees and affiliated professionals of the HSC shall abide by regulations set forth by the state and federal healthcare programs and their appointed agents in conjunction with the policies and procedures established by the HSC.

LSUHSC's employees and affiliated professionals shall prepare complete and accurate medical records, financial information, and bills.

LSUHSC's employees and affiliated professionals shall report suspected non-compliant behavior that violates any statute, regulation, or guideline applicable to a state or federal healthcare program or HSC policies. All reports are confidential. All employees have the right to remain anonymous. LSUHSC-S will not retaliate upon any employee that reports suspect behaviors in any form or fashion.

All employees shall attend and/or complete the mandated annual training requirements. All employees shall participate in reviews, investigations, or audits whether conducted by an internal or external agency.

All employees shall refuse any type of illegal offers, remuneration, or payments to induce referrals or preferential treatment from a third party.

All employees shall disclose to the Compliance Officer any information received from the state or federal healthcare programs or their agents.

All employees shall adhere to the Code of Conduct as a condition of employment at LSUHSC-S. All employees and affiliated professionals can be suspended, terminated, or barred from further employment or affiliation with the HSC as a result of non-compliant behavior.

[LSUHSC-S. Code of Conduct.

<https://resources.finalsite.net/images/v1560889236/lshscshreveportedu/jdfftravejugbsy5ojqb/CodeofConductExtranet2019.pdf>]

For more information, visit the LSU Ethics, Integrity, and Misconduct Helpline at the following URL:

<https://secure.ethicspoint.com/domain/media/en/gui/40897/index.html>

## 11.4 Compact between Teachers and Learners of Medicine

Preparation for a career in medicine demands the acquisition of a large fund of knowledge and a host of special skills. It also demands the strengthening of those virtues that undergird the doctor/patient relationship and that sustain the profession of medicine as a moral enterprise. This Compact serves both as a pledge and as a reminder to teachers and

learners that their conduct in fulfilling their mutual obligations is the medium through which the profession inculcates its ethical values.

#### GUIDING PRINCIPLES

**DUTY:** Medical educators have a duty, not only to convey the knowledge and skills required for delivering the profession's contemporary standard of care, but also to inculcate the values and attitudes required for preserving the medical profession's social contract across generations.

**INTEGRITY:** The learning environments conducive to conveying professional values must be suffused with integrity. Students learn enduring lessons of professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

**RESPECT:** Fundamental to the ethic of medicine is respect for every individual. Mutual respect between learners, as novice members of the medical profession, and their teachers, as experienced and esteemed professionals, is essential for nurturing that ethic. Given the inherently hierarchical nature of the teacher/learner relationship, teachers have a special obligation to ensure that students are always treated respectfully.

#### COMMITMENTS OF FACULTY

- We pledge our utmost effort to ensure that all components of the educational program for medical students are of high quality.
- As mentors for our students, we maintain high professional standards in all of our interactions with patients, colleagues, and staff.
- We respect all students as individuals, without regard to gender, race, national origin, religion, or sexual orientation; we will not tolerate anyone who manifests disrespect or who expresses biased attitudes towards any student.
- We pledge that students will have sufficient time to fulfill personal and family obligations, to enjoy recreational activities, and to obtain adequate rest; we monitor and, when necessary, reduce the time required to fulfill educational objectives, including time required for "call" on clinical rotations, to ensure students' wellbeing.
- In nurturing both the intellectual and the personal development of students, we celebrate expressions of professional attitudes and behaviors, as well as achievement of academic excellence.
- We do not tolerate any abuse or exploitation of students.
- We encourage any student who experiences mistreatment or who witnesses unprofessional behavior to report the facts immediately to appropriate faculty or staff; we treat all such reports as confidential and do not tolerate reprisals or retaliations of any kind.

#### COMMITMENTS OF STUDENTS

- We pledge our utmost effort to acquire the knowledge, skills, attitudes, and behaviors required to fulfill all educational objectives established by the faculty.
- We cherish the professional virtues of honesty, compassion, integrity, fidelity, and dependability.
- We pledge to respect all faculty members, all students, residents and staff as individuals, without regard to gender, race, national origin, religion, or sexual orientation.
- As physicians in training, we embrace the highest standards of the medical profession and pledge to conduct ourselves accordingly in all of our interactions with patients, colleagues, and staff.
- In fulfilling our own obligations as professionals, we pledge to assist our fellow students in meeting their professional obligations, as well.

## **11.5 Student-Teacher Consensual Relationship Policy**

The integrity of the teacher-student relationship is the foundation of the LSU Health Sciences Center- Shreveport's educational mission. This relationship vests considerable trust in the teacher, who, in turn, bears authority and accountability as a mentor, educator, and evaluator. The unequal institutional power inherently vested in the faculty heightens the vulnerability of the student and the potential for coercion. The pedagogical relationship between teacher and student must be protected from influences or activities that can interfere with learning and personal development or create a perception of impropriety. Sexual or amorous relationships between teacher and student create the potential for coercion, jeopardize the integrity of the educational process by creating a conflict of interest and may impair the learning environment for other students. Further, such situations may expose the School of Medicine and the teacher to liability for violation of laws against sexual harassment and sex discrimination.

Students are particularly vulnerable to the unequal institutional power inherent in the teacher-student relationship and the potential for coercion, because of their age and position in a high-stakes, highly competitive educational setting. Therefore, no teacher who has any type of faculty appointment shall have a sexual or amorous relationship with any student. Likewise, no graduate student, postdoctoral fellow, or physician in a residency or fellowship training programs shall have a sexual or amorous relationship with any student they are currently teaching or supervising. In the case in which a teacher has a relationship that predates the entry of the other partner into LSU Health Sciences Center Shreveport schools or residency/post graduate training, the partner who has the role of teacher must not directly supervise, grade or evaluate the partner who has the role of student throughout the period of his/her matriculation. Teachers or students with questions about this policy are advised to consult with the department chair, the Assistant Dean for Student Affairs, or one of his designees. If an alleged violation of this policy cannot be resolved satisfactorily at the departmental level, a student may lodge a complaint with the Associate Dean for Academic Affairs of the School of Medicine or his designee. Violations of the above policies by a teacher will normally lead to disciplinary action.

The faculty member's right of defense and due process shall be as stated in the faculty handbook section 10.3.2. This section covers all rights including those of appeal to the Dean and Chancellor.

For purposes of this policy, "direct supervision" includes the following activities (on or off campus): course teaching, examining, grading, advising for a formal project such as a thesis or research, supervising required research or other academic activities, serving in such a capacity as course or clerkship director, Department Chairperson or Dean, and recommending in an institutional capacity for admissions, employment, fellowships or awards. "Teachers" includes, but is not limited to, all tenured and non-tenured faculty of the University. It also includes graduate students and postdoctoral fellows, and physicians in residency and fellowship training programs, with respect to the students they are currently teaching or supervising. "Students" refers to those enrolled in the curriculum of the School of Medicine, School of Graduate Studies, and School of Allied Health. Additionally, this policy applies to members of the LSU Health Shreveport community who are not teachers as defined above, but have authority over or mentoring relationships with students, including supervisors of student employees, advisors and directors of student organizations, as well as others who advise, mentor, or evaluate students.

## **11.6 Violation of Statements, Codes, and Policies of Ethics and Conduct**

In the event that a faculty member is accused of violating the Statement of Professional Ethics (Handbook Section 11.2), the Code of Conduct (Handbook Section 11.3), the Compact between Teachers and Learners of Medicine (Handbook Section 11.4), or the Student-Teacher Consensual Relationship Policy (Handbook Section 11.5), the following process will occur:

- A. The faculty member will receive a written statement of the charges, including a list of the names of all witnesses, delivered by certified U.S. mail.
- B. The faculty member charged will have the opportunity to obtain copies of all documentary and other available evidence.
- C. The faculty member, if he desires, will have an opportunity to prepare and to present a defense to the charges in a hearing before an impartial *ad hoc* committee appointed by the Dean of the School. The intent to present a defense must be submitted to the Dean in writing within ten (10) working days of receipt of the written statement of charges.
- D. The *ad hoc* advisory committee will consist of three tenured faculty members and shall be advisory to the Dean. This committee shall establish a procedure for the investigation. After hearing all evidence, the committee shall make a determination to the Dean as to whether the charges are substantiated by the evidence. Legal counsel is not permitted at the hearing. Committee findings and all documentation shall be forwarded to the Dean. In the event that the faculty member is found to have violated the Statement, the committee will also forward to the Dean recommendations for sanctions.
- E. If the Dean, upon review of the matter and taking into account the *ad hoc* committee recommendation(s), finds that the faculty member has violated the Statement, the Dean shall inform the faculty member of such a decision in a letter sent by certified U.S. mail. Included in the letter will be sanctions to be imposed, if any.
- F. In the letter, the faculty member will also be informed that he may initiate an appeal based on the Faculty Appeals Policy found in Handbook Section 11.11. The faculty member, if terminated, may initiate an Appeal of Termination for Cause (Handbook Section 10.3.2) only on the grounds of violation of due process.
- G. The faculty member may accept the decision of the Dean or may elect to appeal. The faculty member's decision to appeal must be submitted in writing within ten (10) working days after receipt of the Dean's letter.
- H. The appeal, if allowed, will follow the process of the Faculty Appeals Policy found in Handbook Section 11.11.

[LSUHSC-S]

## 11.7 Duties and Responsibilities of the Faculty

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

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Bylaws* (Article X, Section 1). <https://www.lsu.edu/bos/docs/bylaws-adopted-2018-10-04.pdf>]

The faculty or Faculty Council (the terms "faculty" and "Faculty Council" are used interchangeably in this Section) shall establish curricula, fix standards of instruction, determine requirements for degrees, and generally determine educational policy, subject to the authority of the Board. Except as otherwise provided, each faculty shall establish its own educational policies. It shall, within the framework of the educational policy of the University, have legislative power over all matters pertaining to its own meetings and may delegate its own authority to an elected Senate and/or to standing committees, whose authority shall be limited to matters which are proper to the faculty and which have been specifically delegated by the faculty. It shall make recommendations for the granting of degrees through its respective colleges or schools not within a college.

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article I, Section 2.B). <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

### 11.7.1 Responsibilities of the Faculty

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

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Bylaws* (Article X, Section 5). <https://www.lsu.edu/bos/docs/bylaws-adopted-2018-10-04.pdf>]

## 11.7.2 Principal Occupation

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

Employment activities outside the Health Sciences Center are governed by LSU Permanent Memorandum 11 (<https://www.lsu.edu/administration/policies/pmfiles/pm-11.pdf>) and Handbook Section 13.

[LSUHSC-S]

## 11.7.3 Course Offerings and Content

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

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

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

Each faculty member is responsible for meeting deadlines established by the office of Academic Affairs, course directors, Department Heads, the Registrar, the Health Sciences Center Bookstore, and other appropriate administrative offices.

[LSUHSC-S]

## 11.7.4 Class-Related Responsibilities

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

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

[LSUHSC-S]



## 11.7.5 Student Advising

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

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

[LSUHSC-S]

## 11.7.6 Service

### SERVICE TO THE HEALTH SCIENCES CENTER

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

As members of the larger LSUHSC-S community, faculty members are expected to make every effort to work cooperatively with members of all Departments and Schools.

### SERVICE TO THE COMMUNITY

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

[LSUHSC-S]

## 11.8 Legal and Ethical Considerations and Constraints

### 11.8.1 Use of Copyrighted Material

United States copyright law governs the legally enforceable rights of creative and artistic works. The power to enact copyright law is granted in the U.S. Constitution, Article I, Section 8, Clause 8, (also known as the Copyright Clause), which states:

The Congress shall have Power...To promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries.

This clause forms the basis for U.S. copyright law and patent law and includes the limited terms allowed for copyrights and patents as well as the items they may protect. <https://constitutioncenter.org/interactive-constitution/article/article-i#article-section-8>

Administrative aspects of copyright are the responsibility of the U. S. Copyright Office.

Faculty members are responsible for knowing and observing the laws about the use of copyrighted material. U.S. copyright law and policy is set forth at the U.S. Copyright Office's website: <https://www.copyright.gov/>

Circular #1, Copyright Basics, is also available on the following website: <https://www.copyright.gov/circs/>

[LSUHSC-S]

## 11.8.2 Reporting Misconduct in Research

LSUHSC-S seeks excellence in discovery and dissemination of knowledge while maintaining high standards and ethical practices in research conduct. Dishonesty, fraud, and misconduct in research erode the reputations and credibility of investigators, institutions, and the scientific community at large and are not tolerated at LSUHSC-S.

All allegations of misconduct in research are evaluated promptly with due regard for the reputation and rights of all individuals involved. Complainants acting in good faith who make allegations of research misconduct will be protected from retaliation in accordance with federal and University requirements.

LSUHSC-S Policy and Procedures for Dealing with Allegations of Research Fraud follow the U.S. Department of Health and Human Services Public Health Service (PHS) Policies on Research Misconduct. Research misconduct is defined as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results.

- **Fabrication** is making up data or results and recording or reporting them.
- **Falsification** is manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.
- **Plagiarism** is the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

Research misconduct does not include honest errors and ambiguities of interpretation.

When the institution receives an allegation of research misconduct, an initial inquiry is conducted to determine if the evidence of misconduct is sufficient to proceed with a full investigation. If there is sufficient evidence of misconduct, a full investigation is initiated to evaluate evidence. The Investigation Committee assesses whether misconduct has occurred and determines responsibility. In conducting the inquiry and investigation, the institution makes every effort to ensure that: (1) persons involved in the evaluation of the allegations and evidence have appropriate expertise; (2) no person involved in the procedures is biased against the accused person(s) or has a conflict of interest; and (3) affected individuals receive confidential treatment to the maximum extent possible.

If misconduct in research is determined to have occurred, the institution will provide research sponsors relevant information of the findings and penalties. In addition, journal editors will be notified, if necessary. In misconduct cases involving PHS-funded research, LSUHSC-S is obligated to keep the U.S. Office of Research Integrity appropriately informed and to protect federal funds.

For more information regarding research misconduct, visit the U.S. Office of Research Integrity website at the following address: <http://ori.hhs.gov/>

[LSUHSC-S]

## 11.8.3 Drug Free Workplace/Workforce

### Purpose

To state the University's commitment to providing a drug free workplace and workforce pursuant to the provisions of the federal Drug Free Workplace Act of 1988 and interim Department of Defense rules for a program to achieve and maintain a drug free workforce.

### Definitions

"Drug free workplace" means a site for the performance of work at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the federal Drug Free Workplace Act of 1988.

"Drug free workforce" means employees engaged in the performance of Department of Defense contracts who have been granted access to classified information; or employees in other positions that the contractor determines involve National Security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812).

"Criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentences, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

### General Policy

Louisiana State University Health Sciences Center is committed to providing a drug free workplace and seeks to make its employees aware of the dangers of drug abuse in the workplace as well as the availability of drug counseling, rehabilitation and employee assistance through various communications media. In accordance with the Drug Free Workplace Act of 1988 and pursuant to applicable law, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Workplace shall include any location on University property in addition to any location from which an individual conducts University business while such business is being conducted. Without reference to any sanctions, which may be assessed through criminal justice processes, violators of this policy will be subject to University disciplinary action up to and including termination of employment.

### OPERATING PROCEDURES

Violations of law regarding controlled substances (illegal drugs) that occur in the workplace are to be reported to the LSUHSC Campus Police. Action by LSUHSC upon conviction of any employed for violation of the law as provided herein may include but is not limited to written disciplinary action, suspension without pay, demotion, and/or mandatory participation in a drug abuse assistance or rehabilitation program at the employee's expense, or termination of employment.

Specific provisions regarding a drug free workplace apply to employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract.

The federal Drug Free Workplace Act of 1988 contains specific requirements relating to University employees who are engaged in the performance of a federal grant or contract as follows:

Each such employee must receive a copy of the University policy providing a drug free workplace, which shall be provided through the official promulgation of this Policy Statement and such other means as may be appropriate, and each such employee:

1. Agree as a condition of employment to abide by the terms of the drug free workplace policy.
2. Must notify the LSUHSC-Shreveport Human Resource Management Department of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

The University is required to:

1. Notify the granting agency; within 10 days after receiving notice of conviction as above, or otherwise receiving notice of such conviction, the Director of Human Resource Management must notify the Grants Office so that they may comply with the federal requirements for notifying the federal funding agency within 10 days.
2. Within 30 days after receiving such notice, impose a sanction on, up to and including termination of employment, or require satisfactory participation in a drug abuse assistance or drug rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency at the employee's expense by any employee so convicted with such sanction or required participation to be coordinated by the Office of Human Resource Management through normal LSUHSC administrative processes.
3. Make a good faith effort to continue to maintain a drug free workplace through implementation of the requirements of this Act.

Further specific provisions regarding a drug free workforce apply to employees directly engaged in the performance of work pursuant to Department of Defense contracts who have been granted access to classified information: or employees in other positions that the contractor determines involve National Security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

In addition to requirements of the Drug Free Workplace Act of 1988 which apply to all employees engaged in the performance of a federal grant or contract, the Department of Defense has issued regulations which specifically apply to employees engaged in the performance of a Department of Defense contract which are provided below.

Covered employees include those employees engaged in the performance of Department of Defense contracts as follows:

1. All Department of Defense contracts, involving access to classified information.
2. Any other Department of Defense contract when the contracting officer determines such application to be necessary for reasons of national security or for the purposes of protecting the health or safety of those using or affected by the product of or the performance of the contract (except for commercial or commercial-type products).
3. Excepted are any contracts or parts of contracts to be performed outside of the United States, its territories, and possessions, except as otherwise determined by the contracting officer?

For those Department of Defense contracts to which these regulations apply, the following specific conditions or appropriate alternatives apply:

"(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources (which shall be as provided through any LSUHSC Employee Assistance Program);

"(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees (which shall be as provided through the Office of Human Resource Management);

"(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues (which shall be as provided through the provisions of any LSUHSC Employee Assistance Program and this Policy Statement);

"(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

"(c) Contractor programs shall include the following, or appropriate alternative.

"(ii) In addition, the Contractor may establish a program for employee drug testing--

"(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

"(B) When an employee has been involved in an accident or unsafe practice;

"(C) As a part of or as a follow-up to counseling or rehabilitation for illegal drug use;

"(D) As a part of a voluntary employee drug testing program.

"(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

"(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the Mandatory Guidelines for Federal Workplace Drug Testing Program," (53 FR 11980 (April 11, 1988) issued by the Department of Health and Human Services.

"(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the contractor, in accordance with procedures established by the contractor, determines that the employee may perform in such a position.

"(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session."

Listed below are substance abuse programs offered by professional organizations or societies for specific groups.

<b>Graduate Students</b>	<b>Medical Students</b>
Office of Graduate Studies	Office of Student Affairs
LSUHSC-S School of Graduate Studies	LSUHSC-S School of Medicine
1501 Kings Hwy	1501 Kings Highway
Shreveport, LA 71130-3932	Shreveport, La. 71130
318-675-6802	318-675-5339
<b>Allied Health Students</b>	
Office of Student Affairs	
LSUHSC-S School of Allied Health Professions	
1450 Claiborne Avenue	
Shreveport, La. 71130	
318-813-2902	

Nurses	Physicians
Ms. Betty Anderson	Impaired Physicians Program
Nursing Services	LSU School of Medicine, Shreveport
1501 Kings Highway	1501 Kings' Highway
LSU Health Sciences Center	Shreveport, LA 70130
Shreveport, La. 71130	Phone: 674-7656
Phone: 674-7397	

**Employees - LSU Health Sciences Center**

Employee Assistance Program

LSU Health Sciences Center - Shreveport

1501 Kings Hwy

Shreveport, LA 71130-3932

## Employee Assistance Program

An Employee Assistance Program is being established at LSU Health Sciences Center to assist employees who may be suffering from substance abuse or addiction to controlled substances. Services to be provided are described below:

**INFORMATION AND REFERRAL:** A counselor who will provide patient information on professional agencies and individuals in the community who are qualified to assist the patient in the resolution of his/her problem.

**ASSESSMENT/PROBLEM CLARIFICATION:** The E.A.P. counselor during an initial assessment will clarify problem areas and identify clinical needs by psychosocial histories and individual/family interviews. Identification of problems and/or clinical issues will be made with recommendations that can resolve the problem when possible. If resolution is not possible referral to an appropriate resource that will assist the patient in the resolution of their problem will be made.

**SHORT TERM COUNSELING:** The counselor will provide short-term counseling of a problem clarifying/solving nature to assist patients with problems which can adequately be resolved and/or addressed in 1 to 5 counseling sessions.

**EXCEPTIONS:** Exceptions to the foregoing will be made when it is deemed in the patient's interest to be referred upon initial contact and/or assessment.

**MEDICAL INSURANCE:** Employees should check their hospitalization insurance to determine their policy's coverage for mental health counseling. This might be of some limited assistance if there is a need for long-term counseling.

**PATIENT ADVOCACY:** The counselor will serve in the capacity as advocate for the patient in obtaining services as appropriate to his/her needs, serve as a liaison for the patient on an as needed basis and additionally provide follow-up on the referral. To facilitate expeditious and appropriate referrals to community services, a current file of all potential service providers will be maintained.

**SUPERVISORY AND DRUG SCREEN REFERRALS:** The counselor operating under the guidelines governing confidentiality will provide a clinical assessment and referral to the patient and provide to LSUHSC only information regarding the patient's level of cooperation and participation in the E.A.P. services and recommended referral only after a release of information has been obtained from the patient. After obtaining a release of information, monthly follow-up reports may be provided to management.

## Confidentiality

Patient records will be handled in accordance with the confidentiality requirements of PL93-282 and the Federal regulations of 42 CFR Part 21 (section 2.11n) and P193-579 (Privacy Act) Treatment records will never become part of an employee's personnel and medical files, but will remain available only to the E.A.P. staff. Records will be stored securely, and professional standards of content, legibility and timeliness will be maintained.

[LSUHSC-S. (6/1/01). Chancellor's Memorandum 7 (CM-7). Drug Free Workplace and Workforce.  
<https://inside.lsuhs.edu/Departments/Administration/Documents/Chancellor%27s%20Memoranda/CM%207%20Drug%20Free%20Workplace%20and%20Workforce.pdf>]

## 11.9 Return to Work

### Purpose

Louisiana State University Health Sciences Center (LSUHSC-S) provides workers' compensation benefits to its faculty and staff in accordance with state law. This coverage includes the University's modified duty program designed to encourage employees, who have been released to perform work with limitations to return to work.

### Policy

To return an employee to the workplace, LSUHSC-S will make reasonable efforts to place the returning employee into a meaningful assignment, which he/she can perform while on modified duty on a temporary basis. LSUHSC-S cannot guarantee placement and is under no obligation to offer, create, or encumber any specific position for purposes of offering placement. All final decisions regarding placement shall be made by the human resource management office.

This policy is not intended to instruct the procedure applicable to employees who are eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about eligibility under the ADA or FMLA should be directed to the human resource management office.

### Applicability

This policy only applies to permanent employees of LSUHSC-S who are on leave as a result of work related injuries or illnesses and who are receiving worker's compensation benefits. In the event an employee refuses an accommodation or reassignment of duties (outside the employee's FMLA benefit eligibility period), which are within the employee's restrictions and ability to perform, LSUHSC-S is not obligated to provide alternatives. In such a case, LSUHSC-S will notify the State Office of Risk Management, which may result in termination of the employee's workers' compensation benefits.

### Modified Work Requirements

For work to be considered suitable modified employment, the following conditions must be met:

- the employee must meet the required qualifications for the modified job assignment which the employee will be required to perform,
- the work must be a meaningful and productive part of the department's operations,

- the work must conform to the medical restrictions set by the medical care provider, and
- The modified job assignment and/or modified work schedule cannot exceed six months.

#### GUIDELINES FOR PLACING EMPLOYEES IN TEMPORARY MODIFIED EMPLOYMENT

When determining if proposed modified work is suitable, the team comprised of representatives from Human Resource Management, Safety, Director of department in question, and Physical Therapy representative will consult with the injured employee, the departmental administrator, the campus office of risk management, and the medical health care provider. Other individuals may participate on the team such as the safety coordinator as determined by the team.

The evaluation will be based on, but not limited to, a list of essential duties (based on the job description for which the employee was hired) along with the completed job analysis form for completion by the employee's physician.

The return-to-work team shall identify job functions and physical requirements that can be considered "transitional" duties in the work environment. Every effort will be made to place the employee in his/her original work unit, however, if this is not possible, the team may recommend an alternative work assignment as long as the conditions for return to work outlined above are met. The appropriate administrator of the work unit in which the "transitional" duty assignment is identified must approve the proposed placement prior to further action being taken.

Upon return to work, the return-to-work team will review the "transitional" assignment every 30 days to determine if the employee is still in transition based on the physician's recommendation. An employee who refuses to return to "transitional" duty for which he or she was medically cleared will be reported to the Office of Risk Management for appropriate action.

Civil Service rules, as outlined below, shall govern personnel actions for classified employees accepting "transitional" duty assignments:

- Employees may be detailed to special duty, with Civil Service approval, for a period not to exceed six months (usual time required for an employee to remain on Workers' Compensation). No extension of this type of detail shall be authorized.
- The detail to special duty may be lateral or downward. Details to a higher position may also be approved on a case-by-case basis, when justified.
- A position may be double encumbered, if necessary.
- The employee's base pay cannot be reduced during the detail to special duty.

[LSUHSC-S. (6/29/16). Administrative Directive 2.5.2. Return to Work Policy for Employees on Worker's Compensation.

<https://inside.lsuhs.edu/Departments/Administration/Documents/Administrative%20Directives/AD%20Records%20System%20%202.5.2.pdf>]

## **11.10 Sexual Harassment/Gender Discrimination**

### Policy

LSU Health Sciences Center at Shreveport (LSUHSC-S) is committed to providing a professional work environment that maintains equality, dignity, and respect for all members of its community. In keeping with this commitment, LSUHSC-S prohibits discriminatory practices, including sexual harassment. Any sexual harassment, whether verbal, physical, or environmental, is unacceptable and will not be tolerated. The purpose of this policy is to define sexual harassment and to establish a procedure whereby alleged sexually harassed employees, staff, and students may lodge a complaint immediately.

### Definition



Sexual harassment is illegal under federal (Section 703 of Title VII of the Civil Rights Act of 1964) <http://www.eeoc.gov/laws/statutes/titlevii.cfm> state, and local law. It is defined as any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when:

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

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

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

#### Procedures.

Any member of the LSUHSC-S community, who has a sexual harassment complaint against a supervisor, co-worker, visitor, faculty member, or other person, has the right and obligation to bring the problem to the Health Sciences Center's attention. Any supervisor who witnesses such conduct or receives a complaint must report the incident to Human Resource Management (HRM), an appropriate administrator, or the Dean of the respective school. It is the responsibility of all LSUHSC-S employees in a supervisory capacity to ensure that the work/academic environment is free from sexual harassment.

A staff member, who believes he or she has been sexually harassed, should immediately report the incident to the Assistant Director of Employee Relations, Human Resource Management (318/675-5611), the Director of Human Resource Management (318/675-5610), or to an appropriate administrator or the Dean of the respective school. In addition, staff members may report the incident to any supervisor. Any recipient of such a complaint shall notify Human Resource Management.

The Department of Human Resource Management will be responsible for investigating complaints of sexual harassment occurring between staff members; complaints made by staff against students; and complaints made by staff against other third parties. HRM will either investigate or assist those responsible for investigating complaints made by or against faculty members, students, or house staff officers.

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

The Health Sciences Center will not tolerate discrimination or retaliation against any individual who makes a good faith sexual harassment complaint, even if the investigation produces insufficient evidence to support the complaint, or any other individual who participates in the investigation of a sexual harassment complaint. If the investigation substantiates the complaint, appropriate corrective measures and/or disciplinary action, up to and including termination, will be taken swiftly.

LSUHSC-S will make every reasonable effort to ensure that all members of the LSUHSC-S community are familiar with this policy. You are encouraged to address questions or concerns regarding this policy with the Assistant Director for Employee Relations, Human Resource Management.

[LSUHSC-S. (6/1/99). Administrative Directive 2.1.1. Sexual Harassment.  
<https://inside.lsuhs.edu/Departments/Administration/Documents/Administrative%20Directives/AD%20Affirmative%20Action%202.1.1.pdf>]

## 11.11 Procedures for Faculty Grievances/Appeals

### INTRODUCTION

The following procedure is established to provide faculty members with a mechanism to address personnel and other work-related problems. The issue presented by grievance, and when applicable, by appeal should be one that has not or cannot be resolved within the regular administrative procedures. These procedures do not apply to Termination for Cause. The applicable due process procedures for Termination for Cause are found in Handbook Section 10.3.2.

### DEFINITIONS

"Chancellor" refers to the Chancellor of the LSU Health Sciences Center in Shreveport or his designee.

"Parties to the Appeal" refers to the complainants, i.e. the person making the complaint, and the person or persons against whom the complaint is made or whose decision is contested.

"Faculty Member" refers to any full-time salaried academic member of the Health Sciences Center in Shreveport or any part-time individual enfranchised by any of the schools of the Health Sciences Center in Shreveport.

"Days" refers to official LSUHSC-S working days.

"Peremptory Challenges" refer to challenges as to those persons scheduled to serve on a Committee or a chairperson of a Committee, which challenges do not require assignment of reasons and which challenges shall be granted.

"Dean" refers to the Dean of the applicable LSUHSC-S school or his designee.

### GENERAL PROVISIONS

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

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

If after informal discussion, the matter is not resolved between the faculty member and the party allegedly responsible, the faculty member may request intervention by the Dean. The faculty member shall deliver the Request for Intervention to the Dean within ten (10) days after the meeting with the Department Head. The Request for Intervention shall include the following: a concise statement of the complaint; a reference, when applicable, to the section(s) of the Faculty Handbook that were allegedly violated, any written documentation the complainant wishes to submit, and a statement of relief sought.

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

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

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

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

#### STANDING APPEAL COMMITTEE

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

If a member of the Committee believes that it would be inappropriate for him to hear and decide a particular case due to a perceived conflict of interest, he may recuse himself prior to convocation of the formal hearing. Under these circumstances, the member's corresponding alternate shall replace the recused Committee member. If members become unable to continue to serve after deliberations have begun, the Committee shall continue without its full complement. However, a minimum of four (4) Committee members must be present at each session, or the session will be canceled.

If vacancies occur after the deliberations have begun, such that the Appeal Committee is reduced to fewer than four (4) members, the Appeal Committee procedure will be void, the Chancellor will designate an ad hoc Committee and alternates, and the Formal Appeal procedures will begin again.

#### APPEAL PROCEDURE

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

The faculty member shall deliver Notice of Appeal to the Chancellor within five (5) days after receipt of the Dean's decision. The Notice of Appeal shall include the Request for Intervention and a copy of the Dean's decision. The Chancellor shall make the determination as to whether an issue presented is appealable under the provisions of this procedure. This decision of the Chancellor is not subject to appeal. Appeals involving allegations of discrimination, which have not yet been investigated pursuant to Handbook Section 5.5.3, shall be referred to the Director of Human Resources or his designee by the Chancellor for investigation and report.

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

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

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

- Notify the Chairperson of the Standing Appeal Committee in writing and provide the Chairperson with a copy of the Notice of Appeal, and (in the case of alleged discrimination), a copy of the report and recommendation of the Director of Human Resources or his designee; and
- Notify the parties to the appeal of the names of the Committee members.

Upon receipt of the Notice of Appeal, the Chairperson shall distribute a copy of the formal appeal to the Committee members. Each party to the appeal shall be allowed two (2) peremptory challenges, which must be submitted in writing to the Chairperson of the Committee within five (5) days of receipt of notification by the Chancellor of those persons constituting the Standing Appeal Committee. Thereafter, the challenged Committee member (including, if appropriate, the Committee Chairperson) shall be recused, and his alternate shall serve. The Chairperson shall establish the hearing date and notify both Parties by certified mail. The Parties shall be given at least fifteen (15) days' notice of the date, time, and place of the hearing. The Chairperson shall send the notice by certified mail, and copies of the notice shall be provided to the Dean and Chancellor. Each party shall provide the Committee Chairperson and the other party a witness list, a brief summary of the testimony expected to be given by each witness, and a copy of all documents to be introduced at the hearing at least ten (10) days prior to the hearing. In addition, the Appeals Committee shall conduct its own independent investigation with regard to the action being challenged. If during its own independent investigation, the Committee deems documents to be relevant which have not been submitted by the Parties, the Committee shall provide copies to each party at least ten (10) days prior to the hearing. Health Sciences Center records and documents relevant to the case shall be made available to the Committee on request, subject to legal constraints or applicable pledges of confidentiality.

The hearing shall be conducted as follows:

The Chairperson of the Committee shall conduct the hearing. Each party shall have the right to appear, to present a reasonable number of witnesses, to present documentary evidence, and to cross-examine witnesses. The Committee may call additional witnesses the Committee believes have relevant testimony to offer. Testimony is under oath or affirmation, and an audio recording shall be made of the entire hearing. Testimony may be received telephonically,

subject to the convenience of the Committee members. The Parties may be excluded when the Committee meets in executive session.

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

The hearing shall be audio recorded. At the request of the Chancellor, Dean, or Committee Chairperson, the recording of the hearing shall be transcribed, in which case each party to the appeal, upon written request, shall receive a copy of the transcript.

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

[LSUHSC-S]

## **11.12 Faculty Responsibilities under Family Educational Rights and Privacy Act (FERPA)**

The Family Educational Rights and Privacy Act of 1974 ("FERPA") is a federal law that protects the privacy of information contained in students' education records. FERPA restricts the release of information contained in the students' education records and access to those records. Unauthorized disclosure of information from students' education records or unauthorized access to that information is a form of misconduct.

### Definitions

An "education record" is a record that is directly related to a student and is maintained by Louisiana State University Health Sciences Center at Shreveport (or a party acting on the University's behalf). An education record can exist in any medium (e.g., e-mail, typewritten, handwritten, audiotape). Education records do not include "sole possession records," which are records kept in the sole possession of the maker, used as a personal memory aid, and not revealed to others (e.g., a faculty member's notes). Education records also do not include employment records, unless employment is conditional upon the individual being a student (e.g., graduate assistants' employment records are education records protected by FERPA).

A "student" is any person who is or has been in attendance at the University. For purposes of FERPA, a person becomes a student when the student has been admitted to the University and attends classes (either on-campus or distance learning). FERPA does not apply to records containing information created after the person is no longer a student if the information is not directly related to the individual's attendance as a student.

"Written consent" means a printed document, voluntarily signed and dated by the student, that specifies the records to be disclosed, the purpose of the disclosure, and the party to whom the disclosure may be made.

"Directory information" is limited to a student's name, address, telephone number, email address, photograph, major field of study, date and place of birth, participation in officially recognized activities, dates of attendance, classification, degrees and awards received, most recent previous educational institution attended, and current enrollment status. Neither a student's social security number nor a student identification number is directory information.

#### Release of Student Information

Louisiana State University Health Sciences Center at Shreveport shall not disclose information contained in a student's education record to a third party without the student's written consent, except under certain limited conditions. Highly sensitive information includes students' social security numbers, race, ethnicity, gender, nationality, academic performance, disciplinary records, and grades.

When a student reaches the age of 18 or begins attending the University (regardless of age), FERPA rights transfer from the parent to the student. Accordingly, parents, spouses, and other family members do not have a right to receive information from a student's education records without the student's written consent. Faculty members should refer all inquiries from parents or other family members to the Office of the Registrar, who will obtain or confirm the existence of a valid written consent from the student to release information to the parent or other family member. Faculty members should also encourage family members to speak with the student directly.

The University may disclose information contained in a student's education records without the student's consent to University officials with "legitimate educational interests." A University official has a legitimate educational interest if the official needs to review a student's education record in order to fulfill his or her professional responsibilities to the University. Faculty members who request another University employee to release information from a student's education records shall demonstrate a legitimate educational interest in accessing the information (e.g., to fulfill the duties of an academic advisor). Access to education records shall not be used for any other purpose (e.g., casual conversations among faculty members about students' grades or other information in students' education records).

The University may disclose a student's "directory information" to a third party unless the student has chosen to restrict the disclosure of directory information by completing a form in the Office of the Registrar.

Requests for information from a student's education records from anyone other than the student or a University official with a legitimate educational interest should be directed to the Office of the Registrar.

#### FERPA and Grades

FERPA prohibits faculty members from publicly posting grades by a student's name, a student's ID number, a student's social security number (even the last 4 digits), or any other information that would personally identify the student, without a student's written consent. This includes posting on websites, bulletin boards, or office doors. A faculty member may post grades by using randomly assigned numbers known only by the faculty member and the individual student as long as the grades are not listed in alphabetical order.

Mailing grades to students is only acceptable if the grades are enclosed in a sealed envelope. Grades shall not be mailed via postcards. When returning students' tests or papers, faculty members shall use a system designed to prevent the release of a student's information to another student. Faculty members shall not leave students' tests or papers where third parties can view the tests or papers (e.g., leaving tests in a stack for students to sort through).

#### E-Mail

E-mail is an official means of University communication. FERPA does not prohibit the use of e-mail for transmitting FERPA-protected information to a student or authorized third party. However, like information disclosed over the telephone or via U.S. mail, information disclosed via e-mail can inadvertently be disclosed to someone other than the intended recipient. The University would be held responsible for an inadvertent disclosure.

Faculty members should use e-mail with the amount of caution appropriate to (1) the level of sensitivity of the information being disclosed, (2) the likelihood of inadvertent disclosure to someone other than the intended recipient, and (3) the consequences of inadvertent disclosure to someone other than intended recipient.

As a general rule, e-mail should contain the least amount of FERPA-protected information as possible. The subject line of e-mail should not include FERPA-protected information. The body of e-mail should not contain highly sensitive FERPA-protected information, such as a student's social security number.

When using e-mail, faculty members should use their official University email account to transmit FERPA-protected information to students. When sending e-mails, faculty members should send e-mails to students' official University e-mail addresses.

#### Letters of Recommendation

Written consent of the student is required before a faculty member writes a Letter of Recommendation for the student if any information included in the letter comes from the student's education records (grades, GPA, etc.)

Letters of Recommendation that are based solely on a faculty member's personal knowledge or observation do not require the written consent of the student.

If a Letter of Recommendation is kept on file by the person writing the recommendation, it then becomes a part of the student's education record, and the student has the right under FERPA to read the letter unless the student specifically waived that right.

#### Emergencies

If the University determines that there is an articulable and significant threat to the health or safety of an individual, the institution may disclose information from education records "to any person whose knowledge of the information is necessary to protect the health or safety" of the individual.

For questions about FERPA, please contact the Office of the Registrar.

## **12. Sabbaticals and Other Academic Leaves of Absence**

### **12.1 Sabbatical Leave**

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

Under unusual circumstances, persons may accept employment during sabbatical leave if such employment is approved in advance by the President upon recommendation of the Chancellor or, for LSU, the President's designee as supportive of the purposes of the leave.

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article III, Section 1). <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

## 12.2 Leave to Obtain Advanced Degree

Members of the instructional, research, and extension staff on full-time regular academic appointment, who have completed two consecutive years of service at the rank of Instructor (or equivalent) or above, may petition for a leave of absence with part pay for not more than one year of study which will culminate in the receipt of an advanced degree. Such petition shall set forth the course of study to be pursued, the institution to be attended, an account of the petitioner's prospect for securing an advanced degree, and such other information as may be required. Approval shall be granted only after it has been determined that the interests of the University will be best served by granting such leave and that the petitioner will return to his University duties for at least two years before accepting employment elsewhere. Approval of sabbatical leaves shall be in accordance with the Personnel Action Approval Policy. The amount of pay to be allowed under such a grant shall be determined in each individual case, but in no event shall it exceed one-half of the regular salary, which would accrue to the petitioner during the period of leave. (For the academic-year employee, the term "regular" refers to the salary of the academic year, without presumption of summer term appointment.) If the petitioner, upon taking educational leave, does not return to the University for the required two years, the petitioner shall pay back to the University the amount paid to the petitioner for the leave. The period of service completed prior to granting of leave under this section shall not be counted in considering eligibility for sabbatical leave.

[Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. (10/4/18). *Regulations* (Article III, Section 2). <https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>]

## 13. Outside Employment

### 13.1 Outside Employment of University Employees

LSU Permanent Memorandum 11 - *Disclosure of outside Employment* (PM-11) outlines the disclosure requirements, review and approval process, and restrictions regarding outside employment of University Employees. PM-11 can be found in its entirety at: URL: <https://www.lsu.edu/administration/policies/pmfiles/pm-11.pdf>

The Department of Administration and Organizational Integrity oversees compliance with Permanent Memorandum 11 - *Disclosure of outside Employment* via an electronic disclosure system. All full-time employees (0.75 FTE or greater) must complete PM-11 Form A annually even if they do not have outside employment. All employees subject to PM-11 reporting will be notified via email to submit the annual disclosure. The email will contain a link to the site where the electronic disclosure form is located.

If you have no outside employment, indicate "no" on the electronic form and press "save & continue."

If you have outside employment, complete the electronic form, print and sign. Forward the signed form to your department chair/head/director. After review, the department chair/head/director should forward the form to the Office of Administration and Organizational Integrity. Blanket approvals will not be granted.



The Office of Administration and Organizational Integrity will review the submission and monitor the signature process. Additional information may be requested from the disclosing individual/entity.

The electronic PM-11 disclosure forms are located at: <https://apps.lsuohscshreveport.edu/pm11/default.aspx>

## **13.2 Contracts between the University and Its Faculty Members**

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

The purpose Permanent Memorandum 67 – Contracts between the University and its Faculty Members is to clarify those situations in which a faculty member, research staff employee, athletic coaching staff employee, or a legal entity in which such an employee has an interest can now contract with the University.

### **A. Background**

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

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

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

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

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

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

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

1. The contract must be approved through a procedure established by the LSU Board of Supervisors.
2. The procedure must be approved by the Board of Regents and the Commission on Ethics for Public Employees.
3. There must be a finding and certification by the University to the Board of Regents that entering into the contract will contribute to the economic development of the State and will not interfere or conflict with the performance of the employee's obligations to the University.

4. The Board of Regents reports those certifications semiannually to House and Senate Commerce Committees or Subcommittees designated thereby.

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

#### B. Policies and Procedures

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

If an employee or entity in which the faculty member has an interest intends to enter into a contract with the University, and that contract would be a violation of the Code of Governmental Ethics but for the exemption contained in La. R.S. 42:1123(10) (see Permanent Memorandum 67 at <https://www.lsu.edu/administration/policies/pmfiles/pm-67.pdf>) the procedures set forth herein must be followed. All such contracts must be in writing.

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

1. The ownership interests in the entity must be disclosed in writing to the appropriate Chancellor or designee. The owner's name, address and interest, as well as the names of every officer, director, and 10 percent or larger shareholder, must be stated in the written disclosure. Notice of any change from the original disclosure shall be given to the appropriate dean and chancellor if such change affects the status of the contract.
2. All negotiations between a faculty member, or an entity in which he/she has an interest, and LSU must be arm's length. Therefore, the employee must recuse himself/herself in writing from participation in negotiation or decision-making on behalf of LSU with respect to the contract. At LSU's option, the employee member may be consulted by LSU with respect to the technical or scientific aspects of the proposed contract.
3. A designated University employee must be appointed to negotiate and execute the contract, which employee shall not be under the direct supervision or a member of the department of the faculty member submitting the contract.
4. A standing committee appointed by the President shall be established to review all such proposed contracts after the terms have been agreed to by the appropriate Chancellor or his designee and the employee and/or legal entity in which the employee has an economic interest. Membership on this committee may include representatives from both the public and the private sector. The President or his designee shall chair the committee. This committee is authorized and empowered by the LSU Board of Supervisors to certify to the Board of Regents semiannually that entering into the contract will contribute to the economic development of the state and that, among readily available alternatives, entering into the contract serves the public interest.
5. The appropriate Chancellor or his designee shall certify to the committee that entering into the contract will not interfere or conflict with the performance of the employee's obligation to the University.
6. An employee with a joint appointment must receive the approval of both Chancellors; provided, however, that where agreement on approval cannot be reached, the President shall make the final decision on such approval.

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

1. Compensation to the University for the use of services, facilities, equipment or technology must be paid at the same rate that such services, facilities, equipment or technology would be available to the general public or to others under arms-length negotiated contracts.

2. Compensation from LSU to its employee, or to an entity in which the employee has an interest, for services rendered, cannot be more than normally would be paid for similar services.
3. Where LSU and an employee or entity in which the employee has an interest together provide services to a third party, a fair apportionment of the remuneration should be made and specified based on the value of the respective contributions in services, investments, technologies, equipment or facilities utilized.

## **Attachment**

### **Regular Session, 1987 Senate Bill No. 646**

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

## **AN ACT**

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

Be it enacted by the Legislature of Louisiana:

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

S1123. Exceptions

This Part shall not preclude:

9. a. The receipt of or sharing in the proceeds of any patent, copyright, licensing right, or royalty by faculty or staff members of a public higher education institution or management board resulting from any activity of the faculty or staff member, which is consistent with and pursuant to the mission of the college or university to advance knowledge or further the economic development of the state and which activity has been approved by the campus head and the management board of the employing college or university.  
  
b. The performance of services for compensation for any person, by faculty or staff members of a public higher education institution, provided the services consist of consulting related to the academic discipline or expertise of said public employee and provided the services have been approved in writing by the chief administrative officer of the public employee's institution in accordance with rules and procedures established by the management board of the institution, which rules and procedures have been approved by the Board of Regents and the Commission on Ethics for Public Employees.
10. a. The negotiation or entering into a contract as defined in Subparagraph (b) of this Paragraph, provided that such contract has been approved in accordance with a procedure established by the appropriate higher education management board which procedure has been approved by the Board of Regents and the Commission on Ethics for Public Employees. Such an approval procedure shall require a finding and certification by the appropriate management board to the Board of Regents that entering into such contract will contribute to the economic development of the state and that entering into such contract will not interfere or conflict with the employee's obligation to the university. Semiannually, the Board of Regents shall report

all such certifications to the committees on commerce of the Senate and House of Representatives or any subcommittee designated by either standing committee.

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

[LSU System. Permanent Memorandum 67. (10/6/1997). Contracts between the University and Its Faculty Members. <https://www.lsu.edu/administration/policies/pmfiles/pm-67.pdf>]

The LSUHSC-S Office of Sponsored Program & Technology Transfer also provides information and guidance regarding contracts between the University and Faculty Members: <https://www.lsuhs.edu/research/office-for-sponsored-programs-and-technology-transfer>

## 14. Research

### 14.1 Animal Resources Facility

The mission of the Division of Animal Resources is to provide a high level of animal husbandry care and veterinary services to assist the faculty of this institution in their research endeavors involving animals; to ensure that all applicable laws, policies, and standards of animal care and use are met by the institution; and to serve as an asset to the research program of the institution.

Division offices are located in the Medical School Building in room 9-307.  
The three sections of the division (with contact information) are:

Facility operations (animal husbandry care)	5-5651
Veterinary Services	5-5204
Administration	5-5200

### 14.2 Assurance Committees

#### 14.2.1 Animal Care and Use

The LSU Health Shreveport Animal Care and Use Committee (ACUC) is a standing committee of the institution which is responsible for the oversight of the institutional animal care and use program. The committee is created and empowered by the Animal Welfare Act of 1966 (P.L.98-544) as amended by the Animal Welfare Acts of 1970 (P.L. 91-579) and 1976 (P.L. 94-279 and the Food Security Act of 1976 (P.L. 99-198); Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals as depicted in the Health Research Extension Act of 1985 (P.L. 99-158); and the U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training. The committee ensures that all animals used in research, teaching, and testing are used appropriately and are treated in accordance with the highest standards of humane care.

The ACUC is appointed by the Institutional Official and consists of 21 professional people representing various departments within the institution. They include 12 scientists, 2 Doctors of Veterinary Medicine, 3 community members, and 4 ex-officio members. The ACUC is responsible for reviewing all animal use protocols, ensuring compliance with federal regulations, inspecting animal facilities and laboratories, overseeing training and educational programs, investigating reports of potential noncompliance with regulations and taking corrective actions as necessary.

Prior to working with animals, personnel must be listed on the applicable animal use protocol, must be enrolled in the institution's Occupational Health Program, and must have completed the institution's training program on the use of animals in research.

To send comments or submit documents to the ACUC, use the following email address: SHVAnimalCare@lsuhsc.edu

## 14.2.2 Biosafety

*According to NIH Guidelines for Research Involving Recombinant DNA Molecules* Section IV, the Institution shall establish an Institutional Biosafety Committee whose responsibilities include specifying practices for constructing and handling recombinant DNA molecules. However, this committee need not be restricted to recombinant DNA. Its responsibilities may include organisms and viruses containing recombinant DNA molecules and other chemical and biological hazards.

The Institutional Biosafety Committee (IBC) is responsible for reviewing, approving, and overseeing all projects performed at LSUHSC which involve biological materials that are a potential hazard to investigators or research subjects. The IBC meets on the 2nd Thursday of each month. If there are no new protocols or revisions to be reviewed, an email meeting will take place. Committee review and approval of annual updates are done annually.

The Principal Investigator (PI) must gain the approval of the Institutional Biosafety Committee to proceed with research that utilizes infectious agents/biohazards, chemical agents and recombinant DNA. PIs can have only one active protocol at a time. The PI is responsible for notifying the IBC of any changes to his protocol. If a PI needs to add or make a change to his protocol, he may submit a memo to the committee requesting the change. If the scope of the research is changing, then the PI must submit a new protocol and request to terminate the other. The PI is responsible for renewing the Biosafety protocol each year by submitting an annual update.

Information about the Institutional Biosafety Committee is available at the following URL:

<https://inside.lsuhs.edu/Departments/ResearchAdministration/Pages/default.aspx?tab=Pages&active=2&title=Institutional%20BioSafety%20Committee>

## 14.2.3 Institutional Review Board

Support staff for the LSU Health Shreveport Institutional Review Board (IRB) are located in the Clinical Research Building. The Human Research Protection Program (HRPP) staff work closely with the IRB and are also located in the Clinical Research Building.

The IRB is responsible for reviewing all research projects involving the use of human subjects to determine the following:

- The risks to the subject are sufficiently outweighed by the benefits to the subject and the importance of the knowledge to be gained as to warrant a decision to allow the subject to accept those risks.
- The rights and welfare of the subject are adequately protected.
- Legally, effective Informed Consent is obtained by adequate and appropriate methods. As defined by federal regulations, IRB authority extends to any study using live human subjects, data, and tissue collected from live humans. It is also an institutional policy that IRB approval must be obtained to collect and use in a study any

tissue from a cadaver when that individual had been identified before death as a person from which tissue was needed for a research study.

To view the Standard Operating Procedure of the Louisiana State University Health Sciences Center at Shreveport Institutional Review Board and obtain the appropriate forms, go to: <https://www.lsuhs.edu/research/irb>

## 14.2.4 Radiation Safety

The Louisiana State University Center for Energy Studies maintains Radiation Licensing by the Louisiana Department of Environmental Quality, Office of Environmental Compliance. Each campus in the LSU System is required to maintain a campus Radiation Safety Committee. The LSU Health Sciences Center at Shreveport Campus Radiation Safety Committee is charged with the responsibility and authority to control the use of radioactive materials and radiation sources on a local basis. All use of radioactive sources will be conducted in a manner such that exposure to faculty, staff, students, the public and the environment will be as low as reasonably achievable. No radiation exposure will be received without societal benefit. To achieve an ALARA (As Low as Reasonably Achievable) Radiation Safety Program, the committee establishes and enforces procedures and practices in the following areas: training, personnel monitoring, and delivery of radioactive material, radioactive material accountability and waste handling. The Radiation Safety Committee adheres to Permanent Memorandum 30 (PM-30):

<https://www.lsu.edu/administration/policies/pmfiles/pm-30.pdf>

The Campus Radiation Safety Committee is responsible for:

- Review and approval of all radioisotope user projects for compliance with license restrictions and university policies and regulations.
- Assuring that project proposals do not impose unacceptable radiological risk to individuals.
- Review and approval of radiation producing equipment when requested by the purchasing department.
- Assuring that University personnel involved in the control and handling of radiation hazards, including project director and technicians, have appropriate training and/or experience.
- Reviewing the actions of the Campus Radiation Safety Office.

To request the use of radioisotopes, the PI must complete the Radiation Safety Protocol form. To request access to the Medical School Irradiator, the PI must complete an Irradiator Application Form and a Radioactive Material Access Request Form which is provided by the Safety Officer in the Safety Office. To request access to the Small Animal Imaging Center, the PI must submit a Short Form protocol. The Radiation Safety Committee adheres to Permanent Memorandum 30 (PM-30).

## 14.2.5 Radioactive Drug Research Committee (RDRC)

The Radioactive Drug Research Committee (RDRC) program began when the Food and Drug Administration published a Federal Register notice on July 25, 1975, classifying all radioactive drugs as either new drugs requiring an Investigational New Drug Application (IND) for investigational use (21CFR 312) or as generally recognized as safe and effective when administered under the conditions specified in the RDRC regulations (21CFR 361.1). The RDRC program under 21 CFR 361.1 permits **basic research** using radioactive drugs in humans **without** an IND when the drug is administered under the following conditions:

The RDRC is responsible for the review of basic science research protocols using radioactive drugs in humans that are subject to § 361.1. RDRC approval of a research study by the RDRC is based on assurance that the following requirements are met [§ 361.1(d) (1)-(9)]:

- appropriate limit on the radiation dose
- appropriate limit on the pharmacologic dose
- qualified study investigators
- medical facility properly licensed to possess and handle radioactive materials
- appropriate selection and consent of research subjects
- appropriate quality of radioactive drug administered
- sound research protocol design
- reporting of adverse events by the investigator to the RDRC
- approval by an appropriate Institutional Review Board (IRB)

Federal Regulation 21 CFR 361.1 (Radioactive drugs for certain research uses) can be found at <http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/CFRSearch.cfm?FR=361.1>

## 14.3 Human Research Protection Program

LSUHSC-S endeavors to promote a human subjects research environment that fosters the respect for the rights and welfare of individuals recruited for, or participating in, human subjects research conducted by or under the auspices of LSUHSC-S. In order to fulfill this mission, LSUHSC-S has established a human subject's research protections program (HRPP). The mission of the HRPP is to:

- Safeguard and promote the welfare of human research subjects by ensuring that their rights, safety and well-being are protected;
- Provide timely and high quality review and monitoring of human research projects; and
- Facilitate excellence in human subject's research.

The HRPP was accredited by the Association for Accreditation of Human Research Protection Programs (AAHRPP) in June 2009 and reaccredited in June 2012. The goals of the HRPP are to provide education and community outreach regarding use of human subjects in research. The IRB is part of the HRPP.

To view the Standard Operating Procedure of the Louisiana State University Health Sciences Center at Shreveport Institutional Review Board and obtain the appropriate forms, go to: [https://resources.finalseite.net/images/v1561988737/lshscshreveportedu/aacadmycbrkyysarjvzx/HRPP\\_SOPs\\_3Nov2017.pdf](https://resources.finalseite.net/images/v1561988737/lshscshreveportedu/aacadmycbrkyysarjvzx/HRPP_SOPs_3Nov2017.pdf)

### 14.3.1 Clinical Trials Office

The Clinical Trials Office (CTO) provides administrative, research, and educational services to LSUHSC-S researchers conducting clinical trial research. The goals of the CTO are to:

- Facilitate clinical trials research by providing regulatory and administrative support to LSUHSC-S investigators
- Provide education to LSUHSC-S researchers about clinical research policies, procedures, issues, and best practices
- Coordinate community outreach efforts to increase clinical trials awareness and accrual
- Build and maintain strong partnerships with industry and recruit new clinical trials

The CTO is located in the Administration Building, 2<sup>nd</sup> floor, Room 203B. For more information, go to: <https://www.lsuhs.edu/research/clinical-trials-office>

## 14.4 Office of Research

The Office of Research is located on the first floor of the Biomedical Research Building (BRI), Rooms F1-50 and F1-51. The staff in this office oversee the review process for intramural grants, coordinate operations in the research space in the BRI, keep the financial accounts for the Office of Research and the Office of Graduate Studies and oversee undergraduate and summer student research programs.

For more information, go to: <https://www.lsuhs.edu/research>

## 14.5 The Office for Sponsored Programs and Technology Transfer

The Office for Sponsored Programs and Technology Transfer (OSPTT) provides services to faculty and staff at LSU Health Shreveport involved in the acquisition of sponsored projects and technology transfer. OSPTT's mission is to promote the Institution's goal to increase the level of sponsored project funding, to protect the interests of the Institution and its faculty and staff, and to provide the highest degree of support services.

### 14.5.1 Intellectual Property

#### General Policy

LSU encourages and expects its personnel to engage in creative, scholarly activities as part of their duties. All LSU personnel are required to bring to the attention of an appropriate LSU officer, at an early date, any discoveries, inventions, and works potentially subject to legal protection under patent, copyright, or other law. The inventor, the inventor's department, and the inventor's campus gain prestige, and in some cases, financial benefits from commercializing an invention or discovery. Such commercialization is consistent with, and complementary to, LSU's academic mission.

All intellectual property (IP) generated from Federal, State, and Foundation funds is the property of LSUHSC-S. The Office for Sponsored Programs and Technology Transfer (OSPTT) accepts disclosures and facilitates their review. The OSPTT works closely with staff in the LSU System Office for further development of IP, including patent applications, licensing options, etc. Ownership of IP generated from Scientific Research Agreements is negotiated on a case-by-case basis, depending on the intent of the program. All intellectual property generated from clinical trials agreements is the property of the pharmaceutical company sponsor.

LSU does not have any ownership to this intellectual property, as outlined in the pharmaceutical clinical trial agreement.

Article VII of the Regulations of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College outlines intellectual property policy of the University. (<https://www.lsu.edu/bos/docs/regulations-changes-for-2018.pdf>)

### 14.5.2 Sponsored Programs

The Office for Sponsored Programs and Technology Transfer (OSPTT) is located in Room 1-214 on the first floor of the Medical School at 1501 Kings Highway. The OSPTT is a service unit within the Office of Research that assists research faculty and staff in obtaining extramural research funding. The OSPTT is the authorized institutional office to submit extramural research funding proposals. All proposals to outside agencies for support of research must be



reviewed and administratively approved through OSPTT prior to submission to the outside agency. The OSPTT offers assistance across the entire spectrum of sponsored programs activities, from identifying a potential source of funding, to reviewing the terms and conditions of awards made to the Institution. In addition, the OSPTT is responsible for:

- Ensuring all extramural grant proposals submitted to external sponsors (federal or corporate) for funding are compliant with federal and state laws, as well as institutional and sponsor requirements. Review of the grant application, including the budget and budget justification and obtaining the necessary Administrative approvals prior to submitting the grant application. The OSPTT adheres to Chancellor Memorandum 32 (CM-32) for grant submission deadlines: <http://myhsc.lsuhsctshreveport.edu/Uploads/Public/Documents/CM-32%20Extramural%20Research%20Proposals.pdf>
- Identifying potential funding sources for investigators; funding announcements posted on OSPTT website as well as notification through email system.
- Grant management, including annual progress reporting, re-budgeting, grant close-outs and facilitating the transfer in/transfer out of awarded grants to LSUHSC-S, upon faculty relocation.
- Negotiating and facilitating the execution of sponsored research agreements, material transfer agreements, confidentiality agreements and LSUHSC Prime Awardee federal subcontracts.
- Tracking and reporting research funding for sponsored projects

### 14.5.3 Technology Transfer

Under the LSU System Policy, inventions developed at LSUHSC Shreveport or its entities must be disclosed to LSU Health Sciences Center at Shreveport. An invention may be any new and useful process including medical devices, composition of matter, or related improvement. The process of invention begins with conception of the invention, and continues with successful licensing and commercialization of technology transfer. In order for an invention to be patentable it must have utility (be useful), it must be novel (new and original), and it must be non-obvious to one of ordinary skill in the field. An invention may also be a copyrightable creative work. To disclose an invention, faculty must complete a Technology Disclosure Packet. The disclosure form collects important information about the invention. The form also includes an Assignment Agreement that is required as well. Once the packet has been submitted to OSPTT, the PI will be given a Revenue Distribution Agreement to complete. The disclosure is then sent to a group of faculty who will review the disclosure and make recommendations as to whether to request more data, file a patent, or not approve the disclosure.

LSUHSC-S is engaged with professional consultants for review of our technologies as to their relevance to patentability, marketability, and commercial value. LSUHSC-S works to maximize the commercial value of institutionally supported technologies.

## 14.6 Research Core Facility

The Research Core Facility is located on the sixth floor of the BRI and on the ninth floor of the Medical School Building, 1501 Kings Highway. The sixth floor facility, located in Rooms F6-12, F6-13, F6-14, F6-15, F6-48, F6-50, and F6-51, contains an Automated Cellular Imaging System, Confocal Microscopy, DNA Array (Chip) Analysis, Flow Cytometry, Fluorescence Microscopy, Laser Capture Microdissection, Mass Spectrometry-Proteomics, DNA Sequencing and Real-Time PCR. Four fulltime staff members operate these instruments and provide technical support. A computer laboratory in the Research Core Facility runs software packages specifically designed for the available technologies. The Small Animal Imaging Facility located on the ninth floor in the Medical School Building includes a MicroPET, MicroCT, MicroPET/SPECT/CT, and fluorescent imaging systems. A full-time veterinarian and full-time research associate operate this facility. Services are available on a fee basis.

For more information go to <https://www.lsuhs.edu/research/research-core-facility>

## 15. General Information and Services

### 15.1 LSU Health Shreveport Strategic Plan

In 2020, the Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) adopted an ambitious and actionable strategic plan that not only focuses on excellence in its traditional tripartite mission of education, clinical care and research, but also four additional core areas -- communication, branding, community, and organizational development – in order to fulfill the broader mission of serving the community and solidifying the position of the health sciences center in the state. The purpose of the LSUHSC-S strategic plan is to provide an integrative framework for continual viability and growth of the institution and to assure an appropriate system for accountability that is fundamental for continuous quality improvement.

While a single plan will never encompass all of the outstanding work underway at LSUHSC-S, it identifies a common purpose, shared values, and an aligned vision that sets the foundation for the institution's future as a preeminent academic medical center. The institution will regularly re-evaluate its course to ensure progress and to make necessary adjustments to its goals and strategies. This is a process, not simply an event or a single document.

For additional information, go to the following link:

[https://inside.lsuhs.edu/Departments/Administration/Documents/FINAL\\_LSUHSC\\_S\\_Strategic\\_Plan\\_12-26-19.pdf](https://inside.lsuhs.edu/Departments/Administration/Documents/FINAL_LSUHSC_S_Strategic_Plan_12-26-19.pdf)

### 15.2 LSUHSC-S Catalog/Bulletin

Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) publishes an electronic catalog each academic year. This annual publication includes relevant information for course and degree requirements to serve current and returning students as well as to inform the public and other stakeholders. The current LSUHSC-S Catalog, as well as archived catalogs from 2013-14, may be accessed on the institution's website at the following URL:

<http://catalog.lsuhschreveport.edu/content.php?catoid=15&navoid=547>

In addition, printed catalogs from 1969 to 2012 are stored and available in the Office of the Registrar located in Room 1-212 on the first floor of the Medical School Building.

### 15.3 Campus Directory

The Faculty Directory is available at the following URL: <https://www.lsuhs.edu/our-schools/faculty/faculty-directory>

In addition, the Employee Directory is available on the campus intranet at the following URL: <https://inside.lsuhs.edu/Pages/Employee-Directory.aspx>

### 15.4 Parking

Currently LSUHSC-S has over 1700 parking spaces surrounding the campus for students and employees. Employees who are registered to park on campus are assigned to a group of parking lots – a primary parking lot and set of overflow lots to access when the primary lot is full. The majority of these lots are gate access controlled and/or signed as Employee Parking Only. The Parking Office is located in Room 123 on the first floor of the Administration Building. It is open from 8:00AM to 4:30PM Monday through Friday. Parking registration form, map, and regulations are available on the campus intranet at the following URL:

<https://inside.lsuhs.edu/Departments/Parking/Pages/default.aspx>

## 15.5 Office of Environmental Health And Safety

The Office of Environmental Health and Safety provides the following services by division to all facilities:

- Fire and Life Safety - Life Safety inspections, fire safety training, scheduling fire drills, inspection/maintenance of portable fire extinguishers, and interim life safety measures as needed. Coordination with State Fire Marshal and Shreveport Fire Department.
- Radiation Safety - semi-annual inspection of all laboratories using radioisotopes, annual calibration of all Geiger counters, education for all new isotope users, and management of, from cradle to grave, radiation waste. Coordination of Laser Safety program.
- Risk Management - ensures compliance of all Louisiana Office of Risk Management policies. (General Safety, Driver Safety, Equipment Safety, etc.). Investigation of employee, patients, students, and visitor accidents/incidents. Acting as liaison between the university and State of Louisiana for general liability and property damage insurance claims.
- Hazardous Materials/Waste - conducting collection of hazardous waste and radiation waste and scheduling vendor/contractor disposal. Providing monitoring services for gases/vapors. Maintain required permits and annual reports to regulating agencies. Providing "Right to Know" training and Material Safety Data Sheets (MSDS) to the university. Providing on-site spill control and clean-up. Evaluating and promoting the use of the non-hazardous products.
- Chemical/Biological Program – semi-annual inspections of all laboratories using chemical or biological materials, management of all chemical and biological waste. Responsible for the Select Agent Program mandated by the federal government and provides educational training as required. Coordination and maintenance of Chemical Hygiene/Biological Plans for each research investigator. Coordination of Biological Safety Cabinet certification and maintenance.
- Emergency Planning – the university uses the Incident Command Center to deal with and manage any disaster that could occur on campus or off campus that could impact the facility. LSUHSC-S uses a National Incident Management System (NIMS) compliant Incident Command System for all emergencies. All emergency preparedness plans are evaluated annually along with a hazard vulnerability assessment. The Emergency Preparedness Plan addresses issues such as:
  - Decontamination of an employee/student if they should be exposed to chemical/radiation or biological agent
  - Mass evacuation of the facility
  - Management of incapacitated victims
  - Triage and management of injured employees or students
  - Communication with staff, faculty, and students during an emergency
  - Coordination/Planning with local, state, and federal officials
  - Emergency Preparedness exercises are conducted at least twice per year and critiqued for improvements.

Additional details regarding the Office of Environmental Health and Safety is available on the campus intranet at the following URL:

<https://inside.lsuhs.edu/Departments/OfficeofSafetyServices/Pages/default.aspx>

## 15.6 Department of Public Safety

The Department of Public Safety provides a wide range of police, security, and emergency services for the campus. The safety and security of all students, faculty, employees, patients and visitors are of utmost importance. The Public Safety Department, in conjunction with other LSUHSC-S departments, strives to provide a safe and secure campus environment.

The Department of Public Safety is in compliance with provisions of the Clery Act. Departmental publications and website feature a wide range of information on personal safety and security related topics and is intended to be a comprehensive resource for students, faculty and staff. University Police conduct a host of security programs including: lighting surveys, threat assessment and vulnerability surveys, emergency hotline, escort service, vehicle assistance, workplace violence and security and self-protection presentations. The University Police provide 24-hour patrol services utilizing foot patrols, vehicle patrols and when available, bicycle patrols; all patrols are based on a community oriented policing concept. An integrated system of closed circuit cameras with recording capabilities, assistance alarms, door alarms, and the card access system augment officers and guards in providing a safe and secure campus.

The Department of Public Safety is composed of two divisions. The Patrol Division, consisting of 27 commissioned university police officers and the Special Services Division, consisting of 3 commissioned police officers. Employed also within the department are 6 guards, used for parking areas surveillance, and 6 police communications officers who support both the police and guards by answering and disseminating information to the necessary parties. They also monitor the fire and security alarm systems and direct officers to areas of need. The department provides police and security services around-the-clock for all health sciences center patients, visitors, staff, faculty, students and employees at all locally owned or leased facilities. These services generally consist of providing information, parking assistance, escort service, crime reporting hotline, and police protective and investigative services. The University Police are sworn and commissioned police officers with the full range of police powers, including arrest. Police officers are responsible for a broad range of public safety services, including: crime reports, investigations, medical and fire emergencies, traffic accidents, pedestrian escorts, issuance of parking violations, enforcement of laws regulating consumption of alcoholic beverages, the use of controlled substances, weapons and all other incidents requiring police intervention. University Police compile information, prepare reports, and submit incident reports to local and state law enforcement agencies. The department shares information on arrests and serious crimes with the Shreveport City Police and the Caddo Parish Sheriff's Office. Computer checks of warrants for wanted persons can be conducted through computer link-up with the Louisiana Department of Public Safety and federal agencies. The University maintains an excellent working relationship with all federal, state, and local law enforcement agencies, as well as state and local fire and emergency services organizations including the local Emergency Preparedness office. Emergency operations plans are activated as local or national emergencies require.

University Police investigators are available or on-call to conduct criminal investigations, crime prevention surveys, and personal protection awareness classes. Personal protection measures training may be arranged upon request. Programs that emphasize personal safety and what students, faculty, and staff can do to help themselves are available through the Public Safety Department. New employee and student orientations as well as Campus Education Day include presentations from members of the department.

For additional information about the University Police, please visit their website at the following URL:

<https://www.lsuhs.edu/about/university-police>

## **15.7 Occupational Health Clinic**

The Occupational Health Clinic provides all immunizations/vaccines as required by various programs at the institution and treats all on-the-job injuries for both students and employees. Students who seek medical attention for an illnesses are initially seen in the Walk-in Clinic (similar to an "Urgent Care" setting), which is immediately adjacent to the Occupational Health Clinic.

## **15.8 Auxiliary Enterprises**

The LSU Board of Supervisors has authorized Auxiliary Enterprises and Services to provide support services and products to the departments, faculty, staff, and students of LSU Health Sciences Center at Shreveport. The Director of Auxiliary Enterprises and Services oversees the following units:

#### Support services

- rental properties/storage
- mailroom
- motor pool
- copier services
- parking
- printing services
- state travel and corporate card administration

#### Products

- Medical Bookstore <https://www.lsuhs.edu/our-schools/bookstore>
- Cafeteria
- Atrium Deli
- Vending
- General Services and Plant Stores
- Hospital Gift Shop

Auxiliary Enterprises has the responsibility of assessing the needs of the institution's population and providing those services and products desired at a competitive cost. By legislative mandate, each Auxiliary unit must receive adequate revenues to cover all costs, because Auxiliary units receive no state appropriations. Auxiliary Enterprises' goal is to maximize convenience and cost savings to the academic, administrative, research, and clinical departments as well as the faculty, staff, and students of LSU Health Sciences Center at Shreveport.

## 15.9 Medical Library

The LSUHSC-S Medical Library provides access to an extensive array of information resources and tools (in print and online), offers research assistance and expertise, and delivers meaningful services to users to support innovation and excellence in education, biomedical research, patient care, and the development of scholars in healthcare. Half of all the electronic resources licensed by the library come from consortial agreements. These consortia are generally with other biomedical or special libraries, allowing the institution to leverage that group buying power to license a stronger collection than independently. The individual resources in such arrangements are chosen to provide breadth and depth in a variety of subject areas. The library's website is the chief point of access for its electronic resources. The links on the website are available to authorized users when off campus via secure login/virtual private network (VPN). VPN allows users to securely access LSUHSC-S network from anywhere with an Internet connection.

The library regularly offers faculty development programs to ensure faculty are current on respective library resources. In addition, library faculty are available via e-mail, telephone, and videoconference.

For additional information about the Medical Library, please visit their website at the following URL:

<https://www.lsuhs.edu/our-schools/library/>