

## **VII. OUTSIDE EMPLOYMENT, PROFESSIONAL CONSULTATION AND TEACHING BY STAFF**

### **A. POLICY**

Staff members are expected to give first priority to AURA, and commitments for outside employment or consultation will be made only after prescribed approvals are obtained.

### **B. STATEMENT OF THE AURA BOARD OF DIRECTORS REGARDING OUTSIDE EMPLOYMENT AND CONSULTATIONS**

The general propriety of permitting members of AURA's staff to accept responsibilities outside AURA is recognized; however, before any such responsibilities are accepted, the following must be weighed:

1. The primary obligation of each staff member is to carry out that part of AURA's program for which he/she is personally responsible. The employee's obligation is not merely to work during particular hours on particular days, but is professional in character and can be fulfilled only by positive accomplishment consonant with his/her professional stature. No outside employment which explicitly or by implication conflicts with his/her primary obligation may be undertaken by a staff member.
2. In considering an opportunity for outside employment, a staff member is expected to act according to professional standards. Employment may not be accepted from an organization, or from any particular division of it, which regularly engages in direct business dealings with AURA, especially where those dealings are, in a field closely related to the proposed employment. Staff members will not be permitted to evaluate proposals or to negotiate or influence the negotiation of contracts with organizations with which they have consulting or other significant relationships.
3. The name of the Association of Universities for Research in Astronomy, Inc., or any of the AURA-managed Centers, may not be used in connection with any outside employment, except as recommended by the Center Director, with the approval of the President of AURA
4. The Association of Universities for Research in Astronomy, Inc. derives its principal financial support from the Government of the United States. Although staff members are not Government, but AURA, employees, the Government is the ultimate principal source of their compensation. As a result, the Centers are, in a sense, public institutions, and all opportunities for outside employment are to be viewed in the light of the following principles:
  - a. Compensation may not be accepted by a staff member for work which is part of his/her regular duties or responsibilities, or which would be performed for the organization by the Contracting Agency or any other Government agency as a matter of public service. The staff member's

outside employment shall not consist of work which is essentially part of AURA's program or which, in the opinion of the AURA management, should be performed by AURA. The letter of the law forbidding dual compensation for Government employees shall be observed.

- b. No outside organization shall be permitted to obtain a preferred position in learning the results of work performed either by AURA or Government installations by employing members of the AURA staff. For example, in performing services for an outside organization, staff members may not take advantage of information coming to them in the course of their employment by AURA unless this information is of general knowledge and is available through other legitimate channels.
  - c. Consulting agreements entered into by staff members with outside organizations shall contain a provision to the effect that the organization expressly agrees that the staff member's obligations to the organization with regard to inventions, patentable developments, copyrightable materials, technical data, and design are subject and subordinate to the rights of the U.S. Government as covered by contracts or grants from the Government to the Association of Universities for Research in Astronomy, Inc.
5. Any outside employment of a staff member, including the terms and conditions embodied in any contract or agreement covering such employment, shall be approved by the Center Director before acceptance by the staff member. In determining whether to approve outside employment of a staff member, the Director shall be governed by the policy considerations set forth above and also by the following administrative criteria:
- a. In no event may outside employment, by consumption of time or otherwise, be permitted to impair an employee's usefulness to AURA.
  - b. Outside employment during regular working hours shall be covered by appropriate leave, with or without pay, as approved by the Director.
  - c. No employment will be approved if the employee is required to withhold, from AURA or the Government, technical information in any way relevant to AURA's programs.
  - d. AURA facilities, equipment, and materials may not be used for work other than that authorized by the owning agency. Such use would be a violation of Federal law.
  - e. The method of compensation shall be disclosed to the Center Director and will be considered in determining whether any actual or potential conflict with the employee's regular employment exists. Thus, the employee shall not be obligated, to be available upon request by an

outside organization. Such an obligation would inevitably raise the possibility of substantial conflict with the prior and primary obligation to AURA. Similarly, if the employee has, or is to have, a proprietary or other immediate financial interest in the outside organization, all the facts shall be disclosed so they can be weighed in determining the existence of a possible conflict with the primary obligation.

6. Any individual accepting outside employment shall provide reports on outside employment as requested by the Director or the AURA President. Please note: Employees working in the United States on a J visa or some other non-immigrant visa are not permitted. Failure to follow the steps and requirements of this policy shall result in disciplinary action up to and including termination.

#### C. TEMPORARY OR ADJUNCT ACADEMIC APPOINTMENTS

1. Staff members desiring to engage in academic teaching in institutions of higher education for a limited period may be released temporarily from their regular duties at the discretion of the Center Director, or the president (in the case of Corporate staff), who will be guided by the following considerations:
  - a. Leaves of absence, with or without pay, as the President or Center Director may determine, may be granted for the purpose of teaching or other educational activities, on a temporary basis, at such academic institutions.
  - b. Such leaves of absence will be limited to one year, unless extended by the Board of Directors upon the recommendation of the President or Center Director.
  - c. Such leaves of absence will be subject to additional conditions applicable under AURA's leave policy (specifically, this shall include, for cases of leave without pay for academic teaching, proper provision by the staff member to pay for AURA insurance plans.)
2. At the discretion of the Center Director, or the President (in the case of Corporate staff), staff members shall be eligible to accept adjunct or part-time appointments, which may involve teaching, at academic institutions of higher education, situated within reasonable travel time of the AURA facility where he/she is employed, with the approval of the AURA Board of Directors as indicated below. The following considerations will guide such part-time release from regular duties:
  - a. Staff members may advise graduate students and serve on graduate committees. Any reasonable amount of time going into such effort accords well with the primary purpose of AURA; such part-time academic involvement may be undertaken (with approval of the educational institution) by AURA staff members with or without formal adjunct academic appointments, at the discretion of the Institute/Observatory Director and without individual approval by the Board of Directors.

Although no formal release from other duties will be required, staff members are expected to keep the Center Director informed as appropriate.

- b. Formal appointments of staff members (including Center Directors) to adjunct, part-time or similar academic positions by an institution of higher education must be approved by the Board of Directors upon recommendation by the Center Director or President, if appropriate. In considering the terms of such appointments, the Center Director shall be assured that the staff member's expected contribution to the Center's role as a user-oriented National Center will not be impaired. The Director also shall judge whether some overall benefit to the AURA-managed Center would be expected to result from such part-time teaching activity in considering approval.
- c. Such adjunct or part-time academic appointments shall not result in monetary compensation (other than travel expense reimbursement) to the staff member from the participating educational institution beyond his/her salary and related benefits provided by AURA. The proper reimbursement to AURA for such teaching services that result from the terms of such adjunct or part-time appointments shall be determined by a letter of understanding negotiated between the Center Director, in consultation with the President, and the appropriate officials of the educational institution involved.

#### D. JOINT APPOINTMENTS

Tenure or Tenure-track scientific staff appointments may be made jointly between AURA institutes and other research or academic institutions where it is in the interest of both organizations. For such appointments, either AURA or the other institution will be identified as the principal employer for that individual and, as such, will have the responsibility for paying the individual and providing the customary employee benefits.

Where the AURA institute is identified as the principal employer, the appointee will be entitled to all the prerogatives and benefits of a full-time institute scientific staff member except that a fraction of the salary and benefits will be reimbursed to the AURA institute by the other institution, whose concurrence will be solicited in such personnel actions as performance reviews, salary adjustments, promotions, and reappointment. Where the other institution is the principal employer, the reverse will apply.

Joint appointees at the tenure level will have tenure at the institution acting as the principal employer, and may hold tenure at the other institution. In any case, tenure will be conferred according to the normal procedures of each of the institutions involved. The granting of tenure at an AURA institute is reserved solely to the AURA Board of Directors. The level of appointment at the AURA institute and the outside institution, as far as possible, should be equivalent.

For each joint appointment a memorandum of understanding will be negotiated between AURA and the other institution specifying the conditions governing the appointment including, but not necessarily limited to:

1. Definition of which employer is the principal employer;
2. Locus of tenure (if or when granted);
3. Each party's obligations to the employee, including those applicable if either party should terminate the appointment;
4. The financial arrangements for proportional sharing of salary, benefits and other costs;
5. Procedures for consultation regarding promotion, salary adjustments and other personnel actions.

This memorandum will be negotiated by the Director and then approved and executed by the President for AURA.