

CONSORTIUM PROCEDURES

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Keck Geology Consortium

Complaints, Dismissal and Withdrawal Procedures

Complaints

Complaints of violation of consortium policies, including policies prohibiting sexual harassment and sexual assault, should be made in the following way:

- Complaints may be made to the project directors or faculty on site at a project, to the home campus official responsible for similar policies at the campus of either the complainant or the respondent, or to the Consortium Director.
- The person receiving the complaint will work with the complainant to reduce the complaint to writing. The Consortium Director and the Consortium Executive Committee will be informed of the complaint.
- The complaint will be investigated promptly using a process that is appropriate to the circumstances and guided by principles of fundamental fairness to all persons involved. Investigations will seek to respect the privacy of all involved.
- Based on the information resulting from the investigation, the Consortium Executive Committee will make a prompt determination regarding whether consortium policies were violated and appropriate steps to respond to the complaint. Appropriate responses may include disciplinary action such as removal from a project and notification of a policy violation to the home campus.
- Both the complainant and the respondent will be informed of the Consortium Executive Committee's decision

Project Evaluations

The Consortium Director will read all project evaluations. Verbatim, anonymous copies of the project evaluations will be returned to the project director. If the Consortium Director feels that evaluations contain information that may justify or require further action, she will contact the consortium Executive Committee. The committee will determine if further investigation is required and the scope of that investigation. If further investigation is undertaken, it will include an opportunity for the faculty member to respond to any charges. The Consortium Executive Committee will review the results of the investigation and a judgment rendered as to appropriate action.

Dismissal and Withdrawal

If the project director feels that a student's conduct might bring the program into disrepute or threatens the health or safety of the participants, the project director can take action to dismiss the student from the project. The students have acknowledged this right in their contract. If the student is posing an imminent threat to the program or to the health and safety of the participants, this is a serious health and safety issue and should be handled as such. The project director should take all action needed to stabilize the situation including removal of the student if necessary. The Consortium office should be contacted, and the appropriate procedure followed. If there is not an imminent threat, the project director will confer with Consortium Executive Committee and a representative from the student's school, if possible. The project director will take appropriate action. During the academic year, a complaint to the Consortium office should be made if a student's actions are believed to warrant removal from the program.

The student contract includes a commitment to completing the summer research experience, additional research during the academic year for juniors, a written submission to the symposium volume, and participation in the research symposium. If a student does not fulfill their contractual obligations and the Consortium Director feels that action is warranted, she will consult with the Consortium Executive Committee. The Committee may take any investigative steps it deems appropriate and will determine what action should be taken.

Keck Geology Consortium

Managing a Sexual Harassment or Assault Incident

Federal educational guidelines proposed by the Office of Civil Rights require all colleges to respond to allegations of sexual harassment or assault even if they arise in off-campus programs. The Consortium is obligated to take allegations seriously, investigate them and, when founded, take action to prevent further harm to the person making a complaint (the complainant) or other participants on the program. In the event that a sexual harassment or assault concern is brought to your attention, the following outline can assist you in appropriately addressing issues that typically arise. Your initial role is to listen to the student in a non-judging and non-challenging way.

When a Student Comes Forward with a Complaint

- Ask questions like: "What happened next? Can you tell me more about . . .? How has this impacted you?"
- Avoid questions beginning with the word "why" because they sound confrontational and provoke a defensive response. For example, questions like "Why were you drinking?" or "Why did you go back with him?" could be phrased less accusingly as "So you were both drinking. How did this factor into this situation?" or "When you returned to his room, what happened next?"
- If a student is alleging sexual assault and wants to pursue legal action, an evidentiary exam should be given. This exam should be performed by trained medical personnel with the goal of collecting evidence that would support a legal charge of sexual assault. It is very important for you to know the following time frames and inform students of them.
- Evidence is best collected within 36 hours of the assault and cannot be collected after 72 hours. The student shouldn't bathe or douche as these activities compromise the quality of evidence collection.
- During the evidentiary exam, injuries can be treated and emergency contraception and STD treatment can be initiated. Pregnancy prevention must be done within 72 hours of the assault.

When a Complainant Chooses to Stay on Site

Except in severe situations, most complainants seek a quick resolution that will allow them to continue doing their research in the field. However, this should be discussed explicitly rather than assumed.

- Facilitate resolution in the field. Caught early, many situations can be diffused, allowing both parties to remain on site and continue working productively. Except when sexual assault is alleged, many situations lend themselves to carefully mediated discussions between the two parties. The goal is to identify specific problematic behaviors, clear up ambiguity in meaning, intent, and impact; and develop a plan that will stop the behaviors, address the needs of both parties, and create an environment conducive to academic work for everyone on site.
- If the parties can't agree on a resolution, the faculty in charge must adjudicate, gather facts, and determine the "truth" as best as possible. If there was a violation of policy, assess whether the behavior rises to the level where action (e.g., modifying housing arrangements, asking the respondent to leave the site) must be taken, and take this action. If risk from outside the group is present, take appropriate safety precautions and be explicit in outlining these precautions with the group.
- Actively explore whether the complainant feels safe. This conversation needs to be initiated by the faculty in charge as many students either don't realize they can discuss this, or haven't reflected on whether they feel safe. Help the student identify options that increase a sense of safety. Options might

include changing sleeping arrangements, rearranging field teams, limiting contact with the accused party (the respondent), creating an explicit buddy system, etc.

- Help the complainant connect to support resources who can help him/her identify and articulate needs. This increases the likelihood of a successful resolution. First utilize local personnel (the faculty or field advisor) to resolve the conflict and/or negotiate immediate accommodations. Recommend ongoing support, either from the faculty person(s) on site, the Consortium Director, or a resource from the student's home institution. Have telephone numbers available and facilitate access to a phone.
- If the student chooses to use a non-emergency resource external to the Keck Geology Consortium or their home institution (e.g. an attorney, EEOC), make sure the student understands that this resource cannot facilitate an immediate resolution. That is, the summer work may be lost, and that working through these resources can be a lengthy, expensive process.
- If criminal activity has occurred (e.g., sexual assault, stalking), ask if the complainant wants police involvement and facilitate this. Do NOT discourage access to the police unless extreme circumstances warrant this (e.g. unsafe police). If there is no immediate risk to the student or others and the student declines police involvement, respect this.

When a Complainant Chooses to Leave a Consortium Project

- Help the student make arrangements to leave in an efficient, private, and respectful manner. Remember that a student in crisis will not be thinking clearly and may need assistance in getting the details of a sudden departure arranged.
- Always offer support resources to the departing student, even though their departure may make this seem unnecessary. These resources might include a faculty advisor on the program, a resource from a home institution, the Consortium Director, the local police, or the US Embassy.
- Determine if similar risk exists for other students on the program and take corrective measures to reduce this risk
- If the respondent is part of the Keck Geology Consortium program, his/her behavior has emotional consequences for the rest of the group and/or could impose risk to others. Assess the situation in a fashion similar to that outlined above: gather facts and determine the "truth" as best as possible. If there was a violation of policy, assess whether the behavior rises to the level where action (e.g., asking the respondent to leave the site) must be taken, and take this action. Offer support resources for the respondent while you are investigating the complaint. Let others on site know that corrective action was taken and offer support resources for them.
- If risk from outside the group is present, take appropriate safety precautions and be explicit in outlining these precautions with the group. Always inform the Consortium Director of corrective measures and plans you are considering, and consult with your home institution to see if there are additional details or facts you should attend to.
- Remember that you can and should consult with the Consortium Director and persons from your home institution while in this process. You aren't expected to be an expert simply because you are in this position of responsibility.

Keck Geology Consortium
Responding to Serious Health and Safety Issues

Revised, April 2005

The health and safety of all participants in its programs is a primary concern of the Consortium. Serious health and safety issues can include: illness, injury or death, emotional or psychological stress that appears to require removal from the situation or professional attention, being the victim of a crime or being accused of committing a crime, a situation at the project site that causes serious concern such as a political uprising or natural disaster.

Protocols for Using these Procedures

Use at least two people to implement the procedures. One person will complete the tasks and one person will monitor progress.

Document every step taken, by noting:

- Date
- Time
- Action
- Who was affected on-site
- Who undertook any action on-site
- Who made decisions

Keep a written record of conversations.

Consortium Emergency Response Team

The Keck Geology Consortium projects involve diverse groups of students and faculty working in a wide variety of situations. To facilitate an appropriate response to serious health and safety issues, the consortium Board of Representatives will appoint an Emergency Response Team. The team will be composed of the Director, the Director's on-campus supervisor, the Consortium's host institution Dean of Students, a Consortium faculty member who has experience directing and working on research projects, and an administrator from a member institution. The team will work together to manage emergencies using the following principles.

- Safety of all participants is primary and must be addressed first. Situations must be stabilized on-site as quickly as possible.
- Clear, timely, and on-going communication between project director, Consortium office, the project director's home institution, and the home institutions of involved students is a priority and will be established as soon as feasible.
- Affected participants will be encouraged to contact family. If appropriate, a representative of the consortium will make contact with the participant's emergency contact.
- The consortium office will draw on the expertise available at the project director's or student's institution as appropriate for stabilizing the situation and following up.

All field and laboratory work involves risks. We recognize special risks associated with field safety and travel overseas. Decisions regarding program itineraries for overseas projects are made based on information from the

U.S. State Department and on-site project directors. Decisions regarding program itineraries for domestic field projects are based on information from relevant government agencies (e.g. U.S. Geological Survey, U.S. Forest Service, National Park Service, Center for Disease Control). The Consortium is prepared to make changes on short notice should a situation arise that causes serious concern.

Course of Action

In the event of a serious health or safety issue, the project director will:

- First take appropriate action to address immediate health and safety needs on site. It will usually be appropriate to contact local authorities (i.e. police, US Embassy, medical personnel) to begin the local action necessary to handle the situation.
- Accompany the student or faculty member to the hospital and see that information related to health and insurance is relayed to Hospital officials. If possible, allow the student to call home and report the injury to her/his parents. If not, make the call yourself, once the status of the injured student has been assessed.
- The project director will contact the Consortium Director as soon as is feasible. In the event that the Director is unavailable, the administrative assistant is first contact (See **Emergency Information Sheet**, p. 13).
- Write up an accident report as soon as possible. The form is in Appendix II. Provide location and details of the accident, including who was at the scene at the time of the accident, who responded to the emergency call, and what first aid procedures were administered on site. Include names and phone numbers of witnesses. Have all witnesses read and sign the report. Keep a written record of all conversations.
- The Director will take any immediate appropriate action to assist in stabilizing the situation on site and will contact the Consortium Emergency Response Team as soon as feasible. The team will work with the affected program participants and local authorities, and will utilize college resources, as appropriate, to collect needed information and respond appropriately.
- Communication with the project director's institution and the home campuses of affected participants will be established as soon as feasible. The Director or other members of the Emergency Response Team will work with representatives at these institutions as appropriate to facilitate the health and safety of project participants.

Keck Geology Consortium

Overseas Travel Guidelines

Traveling overseas with students requires a few extra details with respect to planning and student orientation.

Passports and Visas: You need to determine what documentation and visas students will need to travel to the site and return to the U.S. and direct them to obtain the appropriate documents. Their passport must extend beyond the end of the project. Remember that foreign students may require different documentation and that leaving the country may change their status. They need to be able to both travel to the site and return to the U.S.

Health Issues: Please read *Health, Safety and Security for Keck Geology Consortium Program Participants* and review materials on some of the websites listed in that pamphlet.

Immunizations: Students need to receive information regarding required or recommended immunizations from a qualified medical practitioner. You may want to obtain this information from such a person and provide it for your students. If you do so, make sure that the name and office of the qualified medical practitioner are cited on the document. Your off-campus studies office or wellness center (or campus health service) may be able to help you with this. Alternately, you can advise students to seek this information themselves from a qualified medical practitioner (e.g. their campus wellness center/health service). Remember that immunization series can take many weeks to complete. In addition, it is wise for you to provide students with the information needed to access information about your site from the Center for Disease Control or other health resources.

Health Insurance: Students and faculty are required to carry their own health insurance. Some policies do not provide coverage abroad. You should advise students to check with their insurance company about coverage abroad. They may wish to purchase an International Student ID card. This card includes some coverage for emergency medical treatment and for *medical evacuation* if needed.

Medications and Health Care: Students who require prescription drugs need to carry enough medication for the duration of their stay. They should be in the original container with the complete label including the generic or Latin name for the drug.

Women Abroad: Travel in foreign cultures can pose special challenges for women. Copies of *Preparing U.S. Women for Study Abroad: Leveling the Playing Field* are on file in the Consortium office for your information.

State Department: Register your project with the state department. This must be done on arrival at the site. A sample letter is at the end of this document

Resources: Think through how you will handle emergencies. What are your local resources on site? What are your resources on your home campus?

Alcohol: PROVIDE INFORMATION TO PROJECT PARTICIPANTS ABOUT THE ALCOHOL AND DRUG LAWS IN THE COUNTRY IN WHICH YOUR PROGRAM IS LOCATED. You are expected to obey local laws. Within these limits, you can set your own alcohol policy for your project, but you are encouraged to set some guidelines or restrictions. The Consortium has a policy that no funds may be spent on alcohol for students. In addition, our insurance guidelines state that no drinking will be allowed where driving or other risky activity might be a possibility.

Travel Risks: State department warnings are very serious status reports. You should get in touch with me immediately if any such warning is applied to your site. Safety is a primary concern of the Consortium. Thus, if at any point you have concerns for the safety of your students abroad you should take corrective action and be in contact with the Consortium office.

Sample Letter for State Department

March 17, 1998

To: U.S. Consulate
24/31 Grosvenor Square
London W1A 1AE
ENGLAND

From: Project Director
Home Institution
Anywhere, USA

Keck Geology Consortium
Franklin and Marshall College
Lancaster, PA 17604

As project director for a Keck Geology Consortium undergraduate research project, I am writing to identify our participants and register them with your office for the duration of our stay in England.

The ten students listed below are undergraduates enrolled in a Keck Geology Consortium undergraduate research project of off-campus study for ten weeks, from March 29, 1998 through June 4, 1998. The dates of our program events and the addresses and telephone numbers of our residence and classroom facilities are also included.

<u>List of Participants</u>	<u>Sex</u>	<u>Year</u>	<u>Hometown</u>	<u>Passport #</u>
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1.

Please keep me informed of any advisories for U.S. citizens in this area. I will be glad to provide any other information that you might require about our group and its movements.

On site contact address and phone number

Sincerely,

Keck Geology Consortium Travel Procedures

Consortium travel is mostly by air, but in some cases, using a personal vehicle or train may be more economical. In any case, students and faculty are responsible for obtaining insurance that covers their travel to and from the field site (see Keck Geology Consortium Policy on Insurance). When traveling by car, the Consortium mileage reimbursement rate is \$0.505/mile, **up to the cost of a RT airfare from your destination, but not exceeding the \$500 travel amount.**

In order to save as much as possible on airfare, please follow these general procedures when using your own travel agent:

- Order your tickets at least 21 days in advance, and stay over a Saturday night if this results in a substantial saving.
- The Consortium will pay a maximum of \$500 for student airfare from home or school to the project site, unless otherwise stated in the project award letter. If student airfare to a project exceeds the maximum or student requests a ticket from or to a location other than home or school, the student is responsible for reimbursing the consortium. If using your own travel agency, they will need to directly bill students for any travel expenses greater than the \$500 limit.
- In many cases, travel at site is accomplished by rental vehicle. Please take note of the following:
 - Please take extra care with rental vehicles to avoid damage. The deductible per damage incident is approximately \$250. Students are not allowed to drive vehicles rented in the name of the Keck Geology Consortium. No drinking is allowed when driving might be a possibility.
 - Vehicles rented in the name of the Keck Geology Consortium are covered by the insurance policy of the home institution of the faculty member renting the vehicle. There is no need to purchase additional insurance. Please ignore persuasive rental-car agents.

Keck Geology Consortium

Guideline for Discussion: Sexual Harassment and Assault Protocol

As the project director, it is your responsibility to inform students of the guidelines that clarify both behavioral expectations while they participate in a Consortium project, and options available to them should something happen while on site. This can be a brief discussion that highlights the following points:

- Make explicit the fact that there are behavioral expectations for all participants on the program. Behavioral expectations may include, but are not limited to, boundaries related to alcohol and drug use, community living issues (e.g. living arrangements, respecting property and privacy, cleanliness, personal hygiene), interacting with locals when students travel off-site, sexual interactions, etc.
- Emphasize that individual behavior can and does impact the group's dynamics, and impacts an individual's level of comfort within the broader group context. Help the students to explicitly discuss community living rules they want to enforce among themselves while they are on-site.

Explain that there is a sexual harassment and assault policy, and briefly outline key points:

- The policy offers parameters defining inappropriate behaviors
- The policy encourages students to bring concerns forward
- There is a person(s) on site to whom complaints can be made
- There is a set protocol outlining how the Keck Geology Consortium will address these concerns
- There is a support network in place for students with concerns

Encourage discussion of questions or points regarding the policy

Scenarios

As you read the following scenarios, imagine how you would respond. What would you do first? What safety issues seem salient? With whom would you consult about this situation? How would you attend both to the needs of the individuals directly involved and to the potential impact on the rest of the group? What local and institutional resources could you use? Prior to leaving on your program, please discuss any questions you have about appropriate responses to these scenarios with the sexual harassment advisor on your campus.

Situation #1: A woman complains that a male student continuously "stares her down, looking at her in a sexual way." He often tells her that he finds her attractive and would like to "hook up" with her. She has told him several times she's not interested. She is increasingly uncomfortable going out in the field with him even when other students are present. She is considering dropping out of the program because "it just isn't what I expected it to be."

Situation #2: After an evening of drinking a student wakes up to find another drunken student in her tent, groping her breasts and attempting to unzip her sleeping bag. She quietly tries to push him away and discourage his behavior, fearful that if she is too loud the others will hear them and assume she is a willing participant. The male student persists in his efforts, finally agreeing to leave her alone if she goes along with him for a little while. She agrees to this, and he finally leaves. The next morning she narrates these events to you and asks you to kick him out of the program.

Situation #3: You observe that the males in the group often make sexual jokes and flirt with the women students. The women seem to go along with this, but the atmosphere is sexualized. Should you do anything about this?

Situation #4: You observe a faculty member flirting with a student. The student appears interested. You are concerned about the impact of this relationship on the group, and the power imbalance between the student and faculty member. What action should you take?

Appendix I.

Contact People for Information Related to Sexual Harassment or Assault

Any of these individuals can be contacted to answer questions if you believe an incident of sexual harassment has occurred (2008-2009).

Keck Geology Consortium

Andrew P. de Wet	Director	717-291-3815 (o)
adewet@fandm.edu	717-471-2559 (cell)	717-393-4067 (h)

Keck Geology Consortium Schools:

Amherst College

Rhonda Cobham-Sander	Special Assistant to the President	413-542-5832
Ben Lieber	Dean of Students	413-542-2337

Beloit College

Lynn Franken	Dean of the College	608-363-2667
William Flanagan	Dean of Students	608-363-2660

Carleton College

Linda Hellmich	Sexual Harassment Counselor	507-646-4080
Bruce Colwell	Sr. Associate Dean of Students	507-646-4075

Colgate University

Lyn Rugg	Professor of Romance Languages	315-228-7288
	mrugg@mail.colgate.edu	315-228-7176

The College of Wooster

Sheila Wilson	Secretary of the College	330-263-2313
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The Colorado College

Heather Horton	Sexual Assault Response coordinator	719-227-8101
Mike Edmonds	Dean of Students	719-389-6684

Franklin & Marshall College

Ralph Taber	Dean of Students	717-291-4390
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Macalester College

Laurie B. Hamre	Vice President and Dean of Students	651-696-6220
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Mt. Holyoke College

H. Elizabeth Braun	Dean of Students	330-538-2550
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Oberlin College

Camille Hamlin Mitchell	Sexual Offense Policy Administrator	440-775-8555
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Pomona College

Toni Clark	Dean of Women	909-607-2147
Ann Quinley	Dean of Students	909-621-8017

Smith College

Naomi J. Miller	Director of Institutional Diversity	413-585-2141
Adrienne Andrews	Ombudsperson	413-585-3358

Trinity University

David Tuttle	Interim V-President for Student Affairs	210-999-8521
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Union College

Steve Leavitt	VP for Student Affairs Dean of Students	518-388-6116
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Washington and Lee University

Dawn Watkins	Dean of Students	540-458-8754
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Wesleyan University

Maria Cruz-Saco	Dean of the College	860-685-2772
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Whitman College

Barbara Maxwell	Assoc. Dean of Students	509-527-5208
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Williams College

Laura McKeon	Assistant Dean	413-597-4171
David Johnson	Associate Dean of the College	413-597-4171

Non-Keck Geology Consortium Schools:**Bryn Mawr**

Karen Tidmarsh	Dean of the Undergraduate College	610-526-4750
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Gustavus Adolphus College

Mary E. Morton, Provost and Vice President for Academic Affairs 507-933-7541
mmorton@gustavus.edu

Lafayette

Wendy L. Hill	Provost and Dean of the Faculty	610- 330-5070
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hillw@lafayette.edu

Lehigh

Christine Cole	Harassment Policy Officer clc@lehigh.edu	(610) 7583270
Sharon Basso	Associate Vice Provost & Dean of Students	(610) 758-4156

Minnesota State - Moorhead

Hendrix Health Center (218) 477-2211 Rape and Abuse Crisis Center: 24 hour 701-293-7273
Ronald Jeppson Dean, College of Social and Natural Sciences Phone: (218) 477-5892 Email:
jeppson@mnstate.edu

Mt. Union

Mr. John Frazier	Dean of Students	fraziejl@muc.edu	330-823-2243
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Occidental

Eric Frank Dean of the College emf@oxy.edu (323) 259-2908 (323) 259-2907 FAX

Sewanee

Eric Hartman	Dean of Students	931-598-1229
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St. Lawrence

Associate Dean of Student Life Phone: 229-5551 Website: <http://www.stlawu.edu/studentlife/rance.htm>
Advocates Program Phone: 229-5122 or 244-5466 (24-hr Sexual Violence Hotline) Website:
www.stlawu.edu/advocates

SUNY New Paltz

Harassment/Discrimination Issues Affirmative Action Officer HAB 301 257-3293
Emotional Support and Advice Psychological Counseling Center Student Health & Counseling Center
Building 257-2920

U of North Dakota

Dean of Students Office	701 777-2664
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Community Violence Intervention Center (CVIC) On-Campus Advocate. 701 777-9003

U of Western Ontario

University Community Centre, U.W.O. **(519) 661-3030**

Yale

Carole T. Goldbert	Sexual Harassment & Assault Resource & Education Center	203-432-6653
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Appendix II. Accident Report Form

Accident Date _____
Accident Time _____
Date of report _____

Name of Injured _____

Insurance _____

Faculty Present _____

Apparent nature of Injury

Abrasion Laceration
 Burn Puncture
 Concussion Scratches
 Contusion Shock
 Dislocation Sprain
 Fracture Strain
Other (explain) _____

Part of the Body Injured

Abdomen Foot Neck
 Ankle Forearm Nose
 Arm Groin Scalp
 Back Hand Shoulder
 Chest Head Thigh
 Ear Hip Toe
 Elbow Knee Tongue
 Eye Leg Tooth
 Face Mouth Wrist
 Finger (thumb index middle ring little)
Other (explain) _____

Accident Information (use back if needed)

Location of the Accident

Detailed Description of the Accident

Apparent Cause of Accident

Immediate Action Taken

Other Information

First aid by _____
Sent to Hospital _____
Sent to Wellness Center _____
Sent to local physician _____

Method of Transportation

Ambulance _____
Security _____
Private car _____
Other _____

Injured person's signature _____

Witness _____ Address _____ Phone # _____

Appendix III.

Student Contracts, Health Request, Fellowship Release, and Short Waiver

Section Contents

- **Student Participation Agreement Form**
- **Health and Safety Information**
- **Fellowships for Students**
- **Personal Vehicle Use: Liability Waiver Form**

Keck Geology Consortium

Project _____

Advanced Projects

Student Participation Agreement

Name _____

Read Carefully Before Signing

(Already completed by students and sent to the Keck Office)

Participation

I accept the Keck Geology Consortium offer of a student research position on the project and realize that my signature below indicates a firm commitment to participate in summer research, to participate in continued independent study at my home institution, to report my results in a paper, to participate in the Research Symposium, and to complete an evaluation of the program. I understand that this program involves intensive work including mandatory evening and weekend activities. I understand that simply by virtue of my participation in the project, I am not an employee of the Keck Geology Consortium or any of its participating institutions, and that I will not be an employee, but that I am receiving an educational experience. I further understand that I will not receive wages, but I will receive student housing, certain meals, and a stipend in the aggregate amount of \$1,200.00.

Insurance Coverage

I understand that none of the colleges in the Keck Geology Consortium undertake to provide health, accident, disability, hospitalization, personal property, or other insurance to student participants in this project; I further understand that it is my responsibility to procure health/hospitalization insurance for the duration of the summer research project and such other insurance as I require, and that I am responsible for the costs of such insurance and for any expenses not covered by this insurance.

Personal Conduct

I understand and agree that I am required to behave in accordance with the codes of conduct of my college, including its honor code, during my participation in the project. I further understand that the Keck Geology Consortium, the host college, and the project director have the authority to establish additional rules from time-to-time appropriate to the operation of this program, and I agree to abide by all such rules. I agree that the project director has the sole and final authority to dismiss me from the program in the event that I fail to honor these commitments or otherwise engage in conduct that is in any way detrimental to the program, its participants, or myself. In the event of such dismissal, I will forfeit my entire stipend, return to my home immediately at my own expense, reimburse the host college for any and all costs associated with sending me home, and indemnify and hold harmless the host college, my college, and the Keck Geology Consortium from any and all claims or losses arising out of my failure to honor any of the obligations or commitments set forth in this paragraph. I further agree that the project director may send me home at my expense at any time it is determined, in his/her sole and final determination, that my continued participation in the program will adversely affect my health, safety, or welfare or the health, safety, welfare, or enjoyment of other program participants.

General Release

I understand that the Keck Geology Consortium reserves the right to make cancellations, changes, or substitutions in the program in the event of emergency or changed conditions or in the general interest of the program, and that neither the Keck Geology Consortium nor the host college shall be liable for any claims or consequential damages relating to such cancellations, changes, or substitutions in the program.

I understand and am aware that my participation in the program may expose me to certain risks and dangers, including but not limited to, the hazards of travel by various means of conveyance; the hazards of unsafe areas or conditions; acts or omissions of the college, the program site and/or their respective agents, employees, officers, directors, associates, affiliated companies, subcontractors, or cooperating agencies or organizations; and accident or illness in places without access to medical facilities, transportation, and/or means of rapid evacuation or assistance. I understand that I

may not be under the direct supervision of the Consortium, my college, or the host college at all times while participating in the program.

I am aware that my participation in the program and my use of transportation, housing and dining services, and other goods and services in connection with my participation in the program carry a risk of serious personal injury, serious illness, death and property damage or loss. I expressly and voluntarily assume all risk of injury, illness, death and property damage or loss that may result from my participation in the program and/or my use of goods and services in connection with my participation in the program. I hereby grant permission and authority to the Consortium, my college, the host college and/or their employees to act for me in executing verbal instructions or, if I am a minor and my parents are not immediately reachable, to act for parents in dealing with physicians, ambulance companies and hospitals, to obtain prompt medical attention for me in the event of any perceived medical emergency and release the Consortium, my college, the host college and/or employees from any liability connected with obtaining prompt medical attention.

In consideration for being permitted to participate in the program, I hereby release the Consortium, my college, the host college, their agents, employees, officers, directors, associates, affiliated companies, subcontractors, or cooperating agencies or organizations ("the Released Parties") from any and all liability for injury, illness, death and property damage or loss arising out of the arrangement or provision of transportation, housing or other goods and services, or arising out of any other activity incident to my participation in the program.

I agree not to sue or make a claim against the Released Parties for injury, illness, death, damage or loss sustained as a result of my participation in the program or use of the goods and services in connection with my participation in the program. I will indemnify and hold harmless the Released Parties from all claims, judgements, and costs, including attorneys' fees, incurred in connection with any action relating to my participation in the program.

Severability Clause

All provisions of the agreement shall be deemed severable. The unenforceability, illegality, or invalidity of any provision or portion thereof shall not affect the enforceability, legality, or validity of any other provisions, all of which will remain valid, binding, and enforceable in accordance with their terms. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to provisions regarding conflict of laws. Jurisdiction and Venue: It is expressly agreed by the parties to this agreement that any action filed by either party as a result of a dispute relating to this agreement may be filed and heard only in the Court of Common Pleas of Lancaster County, Pennsylvania, or in the United States District Court for the Eastern District of Pennsylvania.

KECK Geology Consortium

Health and Safety Information (Already completed by students and sent to the Keck Office)

NOTE: Any information provided will be treated confidentially. Insurance and health information will be destroyed following the program year, unless involved in an on-going claim or health-issue resulting from project participation.

As you know, participation in field research is often a physically and emotionally demanding experience. Before your departure for your summer project, we encourage you to review with your health care provider any physical or emotional health care issues that might exist for you and to develop a course of action about how to deal with them.

Please complete the following section for emergency contacts and insurance information. In addition, there is also space for you to provide additional medical or dietary information that you believe may be necessary in the event of an emergency. Emergency contact information will be provided to your project director by the Consortium office. You may also contact your Project Director or Andy de Wet with specific health concerns. Any information you share will be treated confidentially and discretely.

Required Emergency Contact and Insurance Information

This information must be in the Consortium office before you can make arrangements to travel to your project. If possible, please give us information for two people to contact.

<u>Name</u>	<u>Relationship</u>	<u>Home Phone</u>	<u>Alternate Phone</u>
-------------	---------------------	-------------------	------------------------

1.

2.

Medical Insurance Provider and Number:

Voluntary Medical Information

KECK Geology Consortium
Fellowships FOR STUDENTS PROJECT _____
(02/2007) (Already completed by students and sent to the Keck Office)

Fellowship Payment

IRS requires us to use different methods to pay participants from Franklin and Marshall College and those from other schools. Franklin and Marshall participants are paid through the Franklin and Marshall payroll and FICA and Medicare (7.65%) and other taxes are withheld. Other participants are paid as consultants to Franklin and Marshall, and their stipend checks are sent to their home addresses a week prior to the end of the field season. Please note that no taxes or FICA are withheld from these checks.

Tax Information

The IRS states that any payment made to or on behalf of a student not required for a course of instruction represents taxable income to them. The following types of payments are considered taxable income to the student:

- Research stipends

Your stipend is “earned income” and will be subject to Social Security tax. Travel, room, and board expenses incurred by the Keck Consortium on the student’s behalf are considered a required condition for the course of instruction and will not be subject to taxation. The Consortium will place in the mail to each student a 1099 by January 31st of the following tax year, as required by Federal Law. Your stipend income on this form will be reported as earned income. Each individual is responsible for reporting this income and paying appropriate taxes at the end of the year when they file their tax return. We will be unable to offer you any information with regard to laws pertaining to and filing your taxes. You may seek that information through the IRS or appropriate professional.

We require that you supply the following information, and sign and date this form, stating that you have read and understand salary and tax requirements before you can receive your stipend. Your signature of this form also acknowledges that you have read and agree with the following statement, required by the Fair Labor Standards Act:

“I understand that I am not an employee of the Keck Geology Consortium, and that I will not be an employee, but that I am receiving an educational experience. I further understand that I will not receive wages, but I will receive housing, meals, and a stipend in the amount of \$1,200.”

SSN: _____

Home Address: _____

Signature of student: _____ Date: _____

**Keck Geology Consortium
Waiver of Liability, Covenant Not to Sue, Indemnity and Hold Harmless Agreement
For Use of Personal Vehicles**

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of using or traveling in personal vehicles to, during or from a Keck Geology Consortium project.

The Keck Geology Consortium includes 18 member colleges and is a non-profit educational organization. References to the Keck Geology Consortium include the member colleges and their respective trustees, employees, volunteers, students, and participating organizations, sponsors, agents and assigns. I understand that the Keck Geology Consortium is not an agent of, and has no responsibility for, any third party that may provide personal transportation or any other service.

I understand that the Keck Geology Consortium provides transportation to all participants for activities related to the project, and agree that I am choosing to use my personal vehicle to travel to, during or from a Keck project for my own personal pleasure and convenience. I agree that I assume and am responsible for any and all expenses I may incur as a result of having my vehicle at the Keck Project.

As a condition of my use of my vehicle during the my participation on a Keck Geology Consortium Project, I agree that I will not use or permit my vehicle to be used to transport any person including myself for the purpose of purchasing or consuming alcoholic beverages, and will not carry alcoholic beverages in my vehicle. I certify that I have a valid driver's license, and that my vehicle is properly registered and insured in the state of my permanent residence. Failure to comply with this agreement will result in my immediate dismissal from the Project, and I agree that I will be responsible for any expenses I may incur as a result of said dismissal.

I understand travel in personal autos or other transportation may be potentially dangerous, and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of using personal transportation to, during or from the project. Therefore, **I ASSUME ALL RISKS RELATED TO PERSONAL TRANSPORTATION** including but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, that may occur as a result of traveling in personal autos or contact with physical surroundings, environment, equipment or other persons.
- Loss or injury as a result of a crime or criminal act by third parties, arrest or other act of any government or authority.
- Theft or loss of personal property during my use of a personal auto.
- Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
- Liability for injury to third parties, including passengers in my vehicle.
- Loss of or damage to my vehicle from any cause whatsoever.

I further acknowledge that the above list is not inclusive of all possible risks associated with personal transportation and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that use personal transportation is an acceptance of risk of injury.

In consideration of receiving permission not to be transported in a motor vehicle owned or provided by the Keck Geology Consortium, and in furtherance of my request to use transportation of my own choice, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, **HEREBY DO FOREVER RELEASE, Waive, Discharge and Covenant Not to Sue** the Keck Geology Consortium from any cause of action, claims, or demands, including court costs or attorney fees of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against the Keck Geology Consortium on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my use of personal transportation, including whether by the ordinary negligence of the Keck Geology Consortium or otherwise.

I further agree to that I will **Indemnify And Hold Harmless** the Keck Geology Consortium and be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while using personal transportation, and that by this agreement I am relieving the Keck Geology Consortium of any and all liability for such loss, damage or death.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of personal transportation, that I am voluntarily assuming all risks, whether known or unknown, and that I am voluntarily choosing personal transportation.

My signature below indicates that I have read and freely signed this agreement, which shall take effect as a sealed instrument; no oral representations, statements or inducements apart from this written agreement have been made. I further certify that I am 18 years old, and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of the Keck Geology Consortium permitting my use personal transportation.

This agreement shall be construed and enforced in accordance with Pennsylvania law and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under Pennsylvania law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at _____, _____ this day of _____, 2008.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Signature: _____
Name Printed: _____
Date: _____ *day/month/year*
Address: _____

Witness/Parent: _____
Witness Name Printed: _____
Date: _____
Witness Address _____

Appendix IV. Faculty Duties, Health Request, Fellowship Information

Section Contents

- **Duties and Responsibilities of Project Faculty**
- **Health and Safety Information**
- **Fellowships for Faculty**
- **Information for Research Advisors**

KECK Geology Consortium (4/2005)
Duties And Responsibilities Of Project Faculty
(Already completed by Project faculty and sent to the Keck Office)

The Project Director is the on-site agent of the Consortium, and has extensive responsibilities and authority as prescribed by the Consortium. Faculty directing projects make logistical arrangements, address health and safety concerns, and oversee the scientific progress of the project. With respect to student conduct, the Project Director has broad latitude in making judgments about the appropriateness of student conduct.

Because the Consortium funds projects with as many as twelve students per project, project faculty are critical to success of a project. The major duty of Project Faculty is mentoring students during the summer field or lab work. Faculty will help students select projects that are doable within the context of their knowledge and abilities, help students learn the techniques required to gather data, and help students understand the theories relevant to their particular study. Project faculty may also be called upon to help with logistical matters or to take the lead in case of an emergency or crisis situation.

Responsibilities during the following academic year will depend on the nature of the project, but most project faculty can expect to help students interpret data and develop conclusions. Interaction among all the students on a project and Project Faculty will help maintain a sense of connection within the research group. Project Faculty might also be called upon to assist editing student Contributions prior to final submission to the Consortium.

Over the years, the Consortium has established a number of formal policies related to activities on projects. As a faculty member at site during the summer research, you are responsible for ensuring that students and your fellow faculty members abide by these policies.

The Consortium agrees to pay project faculty immediately following the end date of the project for which they are engaged. Travel arrangements will be made according to the agreement outlined in the particular project budget, either through the travel agent of the project director's choice or the Consortium travel agent.

I have read and accept the responsibilities described for my project faculty position.

Name

Date

Signature

Project _____

KECK Geology Consortium
Health and Safety Information
Faculty

(Already completed by Project faculty and sent to the Keck Office)

Project:	_____
Name:	_____
Home Address:	_____ _____

NOTE: Any information provided will be treated confidentially. Insurance and health information will be destroyed following the program year, unless involved in an on-going claim or health-issue resulting from project participation.

As you know, participation in field research is often a physically and emotionally demanding experience. Before your departure for your summer project, we encourage you to review with your health care provider any physical or emotional health care issues that might exist for you and to develop a course of action about how to deal with them.

Please complete the following section for emergency contacts and insurance information. In addition, there is also space for you to provide additional medical or dietary information that you believe may be necessary in the event of an emergency. Emergency contact information will be provided to your project director by the Consortium office. You may also contact your Project Director or Andy de Wet with specific health concerns. Any information you share will be treated confidentially and discretely.

Required Emergency Contact and Insurance Information

This information must be in the Consortium office before you can make arrangements to travel to your project. If possible, please give us information for two people to contact.

<u>Name</u>	<u>Relationship</u>	<u>Home Phone</u>	<u>Alternate Phone</u>
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1.

2.

Medical Insurance Provider and Number:

Voluntary Medical Information

**KECK Geology Consortium
Stipends for Faculty
Stipend Payment**

Project:	_____
Name:	_____

(Already completed by Project faculty and sent to the Keck Office)

IRS requires us to use different methods to pay participants from Franklin and Marshall College and those from other schools. Franklin and Marshall participants are paid through the Franklin and Marshall payroll and FICA (7.65%) and other taxes are withheld.

Other participants are paid as consultants to Franklin and Marshall, and their stipend checks are sent to their home addresses a week prior to the end of the field season. Please note that no taxes or FICA are withheld from these checks,

Tax Information

Your stipend is “earned income” and will be subject to Social Security tax. Other expenses incurred by the Keck Consortium on the faculty member’s behalf are considered “unearned income” which is not subject to Social Security tax. The Consortium will send each participant a 1099 by February 1 of the following tax year, as required by Federal Law. Income on this form will be reported in the two categories: earned and unearned income. Each individual is responsible for reporting this income and paying appropriate taxes at the end of the year when they file their tax return. We will be unable to offer you any information with regard to laws pertaining to and filing your taxes. You must seek that information through the IRS.

We require that you supply the following information, and sign and date this form, stating that you have read and understand salary and tax requirements before you can receive you stipend.

SSN: _____

Home Address: _____

Signature

Date

This information will be handled confidentially, and only circulated as needed to process tax-related papers.

Appendix V. Emergency Response Team Information for 2008

To facilitate an appropriate response to serious health and safety issues, the consortium Board of Representatives will appoint an Emergency Response Team. The team will be composed of the Director, the Director's on-campus supervisor, the Consortium's host institution Dean of Students, a Consortium faculty member who has experience directing and working on research projects, and an administrator from a member institution. The team will work together to manage emergencies

The Consortium Director is normally the first contact and the team leader. However, in the event she cannot be reached, alternate team leaders will be designated. For questions regarding Consortium Policies and policy and procedural violations, the Consortium Executive Committee will be consulted (see below).

Andrew P. de Wet, Director, Keck Geology Consortium, and Faculty, Franklin & Marshall College

717-291-3815 (w)

717-393-4067 (h)

717-471-2559 (cell)

717-291-4133 (Department of Earth & Environment, F&M College)

717-291-4186 (fax)

adewet@fandm.edu

In Lancaster for most of the duration of the summer projects

Consortium Office: Administrative Assistant

717- 291-4132 (Consortium Office) keck@fandm.edu

Ann Steiner, Provost and Dean of the Faculty, Professor of Classics, Franklin & Marshall College

(Alan Caniglia, Senior Associate Dean of the Faculty – between June 30 and August 8th)

717-291-3986 (w)

717-299-6043 (h)

717-358-4455 (fax)

ann.steiner@fandm.edu

Alan Caniglia, Senior Associate Dean of the Faculty

717-291-4283 (w)

717-393-5846 (h)

alan.caniglia@fandm.edu

Ralph Taber, Dean of Students, Franklin & Marshall College (until July 1st, 2008)

717-291-4390 (w)

717-581-0720 (h)

ralph.taber@fandm.edu

Steven O'Day, Dean of Students, Franklin & Marshall College (after July 1st, 2008)

717-291-3989 (w)

717-872-1543 (h)

steven.oday@fandm.edu

Jeffrey Noblett, Professor of Geology; Associate Dean, The Colorado College

719-389-6681 (Deans Office)

719-389-6516 (w)

719-444-0441 (h)

jnoblett@ColoradoCollege.edu

Clare Carson, Director of Academic Resources, Whitman College
509-527-5213 (w)
509-529-6328 (h)
509-520-7647 (cell)
carsonc@whitman.edu

All members of the team have contact information for each project, as well as a copy of our Emergency response Procedure. Andy will be in Lancaster for the majority of the project season. However, he will be away for short periods in July and August. He will be available by cell phone. If for some reason he can't be reached, Ralph Taber and Jeff Noblett will be the alternate team leaders.

Consortium Executive Committee

The Executive Committee shall consist of three members, each from a different one of the member schools of the Keck Geology Consortium. Executive Committee members will normally serve for three years, with the terms staggered so that one new member is added each year. The Executive Committee shall assist the Keck Representatives and the Director in the administration of the Keck Geology Consortium. Their duties will be determined by the Keck Representatives and may include (1) helping the director in decision-making when time or circumstances do not permit polling the Representatives, and (2) providing annual performance evaluations of the Director.

The Consortium Executive Committee acts in an advisory capacity to the Consortium Director, and will address issues of Consortium policies, procedures, and their implementation. With particular respect to projects, they are informed of any complaints, dismissals, and withdrawals, and have the power to review the investigation of these actions and make recommendations and judgments regarding appropriate actions.

Consortium Executive Committee: 2008-2009

Lori Bettison-Varga, Whitman College
Diane Smith, Trinity University
Cam Davidson, Carleton College (2008-)