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## Faculty Handbook Section II - All-Faculty Policies and Procedures - Updated 7/9/2015

All Faculty  
*Rollins College*

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**ALL FACULTY OF ROLLINS COLLEGE  
SECTION II  
POLICIES & PROCEDURES**

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In 2013-2014, these policies above were broadened by a series of policies necessary for Rollins' SACCO reaccrreditation. A list of the added policies follows. In particular, the Intellectual Property Policy should be used in conjunction with KI 1004 Use of copyrighted Works.

The listed policies – AC2000 through SA 9001 - can be found at <https://rpublic.rollins.edu/sites/IR/SitePages/Policies.aspx>.

- [AC 2000 Academic Credit Hours and Levels of Courses](#)
- [AC 2001 Faculty Credentialing](#)
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- [AC 2003 Graduate Curriculum Standards](#)
- [AC 2004 Evaluation of Adjunct Faculty](#)
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- [AC 2006 Faculty Professional Leave](#)
- [HR 7200 Instructional Compensation for Staff](#)
- [KI 1000 Policy on Policies](#)
- [KI 1001 College Integrity and Accuracy in Representation](#)
- [KI 1002 Substantive Change Policy](#)
- [KI 1003 Creation-Revision of Academic, Non-Credit, Collaborative Programs](#)
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## **All Faculty Policies and Procedures**

### **ACADEMIC FREEDOM**

Academic freedom is essential to the educational goals of Rollins College. "Academic freedom" refers to the policy of maintaining conditions of free inquiry, thought, and discussion for every

member of the faculty in professional activities of research, teaching, public speaking, and publication. These conditions are regarded as necessary rights accruing to appointment on the faculty. Faculty members have the correlative obligation to speak and write with accuracy, with due respect for the opinions of others, and with proper care to specify that they speak on the authority of their own work and reputation, not as special pleaders for any social group or external agency, or as purporting to represent Rollins.

The faculty collectively may regulate such freedom within the spirit of the 1940 Statement of Principles and Interpretive Comments, "Academic Freedom and Tenure," as amended, endorsed by the AAUP.

## Freedom of Expression

### 1. Classroom Expression

- A. Discussion and expression of all views relevant to the subject matter are permitted in the classroom contingent only upon the responsibility of the instructor to maintain order.
  - 1) Students are free to take reasoned exception to the data or views offered in any course of study and to reserve judgement about matters of opinion, but they are responsible for learning the content of any course of study for which they are enrolled.
  - 2) Requirements of participation in classroom discussion and submission of written exercises are not inconsistent with this section.
- B. Academic evaluation of student performance shall be neither prejudicial nor capricious. Performance should be evaluated only on an academic basis, not on opinions or conduct in matters unrelated to academic standards. Students who believe they have been subjected to arbitrary or discriminatory academic evaluations are guaranteed the right of appeal. In questions regarding the above, students shall follow the recommended procedures in attempting to have decisions re-assessed by the instructor.
  - 1) Appeal to the individual instructor directly.
  - 2) Appeal to the appropriate Dean.
  - 3) Any appeal shall be initiated after the issuance of a grade or evaluation, but before the end of the following term.
- C. Information about student views, beliefs, and political associations acquired by professors in the course of their work as instructors, advisors, and counselors is confidential and not to be disclosed to others unless under legal compulsion or by request of the student. Questions relating to intellectual or skills capacity are not subject to this section except that disclosure must be accompanied by notice to the student.

### 2. Campus Expression

1. Discussion and expression of all views are guaranteed within the institution, subject only to requirements for the maintenance of order. Support of any cause by orderly means that do not disrupt the operation of the institution or violate civil law is permitted.
2. Students, campus groups, and campus organizations may invite and hear any persons of their own choosing, subject only to requirements for use of institutional facilities and funds.
3. Protest
  1. The right of peaceful protest is recognized within the institutional community.
    - a.) Orderly picketing and other forms of peaceful protest are not to be prohibited on institutional premises.
  2. Interference with ingress and egress at institutional facilities, interruption of classes or institutional operations or damage to property exceeds permissible limits of behavior and will not be permitted.
  3. Even though remedies are available through local enforcement bodies, the institution may choose instead to impose its own disciplinary sanctions in cases of disorderly picketing and unpeaceful protest.
  4. Every student has the right to be interviewed on campus by any legal organization that is recruiting at the institution. Reasonable conditions may be imposed to regulate the timeliness of requests and to determine the appropriateness of the space. Any student, any group, or any organization may protest against such organization provided that protest does not interfere with any other student's rights to have such an interview.

#### 4. Confidentiality of Student Records

Federal legislation (Family Educational Rights and Privacy Act) mandates standards for the protection of the confidentiality of student records and, at the same time, gives students the right to inspect the contents of their complete file in compliance with the law. Rollins students have access to their own records and the confidentiality of those records is guarded.

One of the provisions of the law allows institutions to release "directory information" as a matter of course, providing students have a reasonable time to ask that information be released only with the student's prior consent. Rollins publishes a student-faculty directory that includes names, campus and home addresses, and telephone numbers. Such a directory, when complete and accurate, is invaluable to students, teachers, and administrators.

Rollins College considers the following to be directory information: name, class, campus address, parents' names and address, telephone listing, date and place of birth, major field of study, participation in officially recognized sports, weight and height of members of athletic teams, dates of attendance, degrees, awards and honors achieved in the curricular and extracurricular life of the College, the most recent previous educational institution attended by the student, and individually identifiable photographs of the student solicited by, or maintained directly by, Rollins as part of the educational records.

Unless students have requested in writing to withhold any or all such directory information, the College may release it. Requests to withhold such information must be made annually prior to September 1.

The law also makes the educational record available to parents or guardians when the student is claimed as a dependent with the Internal Revenue Service. The College assumes all of its students are so claimed unless evidence to the contrary is submitted to the Dean of Students in the undergraduate day program, or the appropriate Dean in all other programs. Records are available to either parent or guardian of dependent students unless the College has been provided with evidence that there is a court order, state statute or legally binding document relating to such matters as divorce, separation, or custody that specifically revokes these rights.

## **AMOROUS RELATIONSHIPS WITH STUDENTS**

As an educational institution, Rollins College strives to maintain for its students an environment of safety, trust, and mutual respect. As part of its ongoing efforts to maintain a safe learning, living, working, and social environment, Rollins prohibits and will not tolerate discrimination, harassment or any mistreatment of students, faculty or staff.

While Rollins recognizes that "consensual" amorous or romantic relationships between faculty members and students do not constitute sexual harassment, it also recognizes that such relationships may end unhappily or become conflicted and result in charges of sexual harassment, or even physical or psychological abuse. In such cases, the College has a legal duty to respond to and investigate these charges in the same manner as charges arising in any other context.

Further, some courts reviewing such claims have held that faculty and student relations are inherently unequal because faculty members have, or are perceived to have, authority or control over students. Thus, in relationships that are inherently unequal, the existence of consent may not insulate an individual or the College from liability if charges of sexual harassment are filed.

Accordingly, all faculty are discouraged from engaging in romantic or amorous relationships with students, and are expressly prohibited from engaging in such relationships in circumstances in which they exercise power or influence over a student. Faculty who violate this policy will be subject to the disciplinary procedures of the institution, including possible termination.

## **CONFLICT OF INTEREST**

### **I. PURPOSE**

Rollins College was organized and exists for the purpose of qualifying its students to engage in the learned professions or other employment of society and to discharge honorably and usefully the various duties of life. A fundamental principle of such endeavor is the application and use of high ethical and moral standards. The purpose of this policy is to assure all who look to Rollins College for service and leadership that those persons who establish and administer policy and those who teach and otherwise work in the employ of the College dedicate themselves to the welfare of the College and its students to the exclusion of ulterior purposes and conflicts of interest.

### **II. SCOPE**

This policy applies to all trustees, officers, faculty members, and employees of Rollins College and is intended to serve as guidance for members of their immediate families.

### **III. CONFLICT OF INTEREST**

A conflict of interest exists when any individual covered by this policy has a relationship or engages in an activity which impairs or adversely influence his or her judgement with respect to policy promoting the best interests of the College and the public good, or which may impair or adversely influence the performance of his or her duties to the College.

A conflict of interest exists when a person benefits financially, either directly or indirectly, from his or her employment or appointment by Rollins College save and except for compensation and financial benefits paid or granted by the College. Trustees, officers, faculty, and staff may not accept gifts, travel or entertainment with a value greater than \$100 from a vendor, an organization, or an individual who conducts, or wishes to conduct, business with the College. Plaques or other recognition awards that have nominal value are permitted.

### **IV. DISCLOSURE**

In any case where a conflict of interest exists, or may exist, or the appearance of a conflict of interest may exist, it shall be the duty of the person covered by this policy to disclose his or her interest, including any interest in the organization or entity which may benefit from the person's association with Rollins College and including any such beneficial interest a member of the person's immediate family may have because of the person's association with Rollins College. Persons who perceive the existence of a conflict of interest shall not endeavor to resolve the conflict or determine that the external benefits will not adversely affect Rollins College; but shall make a full disclosure of the facts, circumstances, relationships, and transactions as follows:

- A. Trustees (including the President) shall report to the Chairman of the Board and the Audit Committee Chairperson. Potential conflicts are not considered confidential information.
- B. Officers shall report to the President;

- C. Faculty members shall report to the Vice President for Academic Affairs;
- D. Other employees shall report to their immediate supervisors, who shall keep the appropriate officers of the College currently informed.

Reports shall be made promptly and, at in the discretion of the person receiving the report shall be made in writing and signed by the person making the disclosure.

## **V. RESTRAINT ON PARTICIPATION**

Persons covered by this policy are encouraged to avoid relationships and transactions which constitute a conflict of interest. When such situations cannot be avoided, the persons involved shall refrain from being present during and/or participating in consideration of the transaction affected by the conflict of interest unless under special circumstances the College determines that their participation is imperative for the welfare of the College and the public good. If such a waiver is indicated, it shall be in writing and signed by the Officer or Board making the determination, and a copy of the waiver shall be provided to the Chairman of the Board and the Audit Committee Chairperson.

## **DISABILITY POLICY UNDER THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990**

Rollins College is committed to equal access and does not discriminate unlawfully against persons with disabilities in its policies, procedures, programs, or employment processes. The College recognizes its obligations under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 to provide an environment that does not discriminate against persons with disabilities.

A disability is defined as: a physical or mental impairment which substantially limits one or more major life activities such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, or working. Individuals with a history of such an impairment or who are regarded as having such an impairment are covered under these procedures.

Rollins College will make reasonable accommodations for any individual with a documented disability on a case-by-case basis.

Members of the College community who believe that they require an accommodation must provide either the Coordinator of Disability Services (if they are a student) or the Director of Human Resources (if they are a faculty/staff member) in writing with the following information:

1. They must identify themselves as a person with a disability,
2. They must identify the nature of the accommodation desired,
3. They must provide adequate medical or other appropriate documentation of the disability and the desired accommodation. Such documentation must be less than three years old.



The Coordinator of Disability Services will forward requests from students for accommodation to the appropriate campus office and the student will be informed by the Coordinator of the accommodation offered within fifteen days. The Coordinator may also help facilitate a resolution through mediation. The Director of Human Resources will consult with relevant departments as appropriate for requests from members of the faculty and staff. The Director of Human Resources will inform the staff or faculty member within thirty days of the accommodation offered.

If students or faculty members are dissatisfied with the accommodation offered they may appeal to the Provost or designee. Members of the staff may appeal to the appropriate Vice President. No accommodations will be made for any member of the College community who has not completed the process outlined above.

## **ENDOWED CHAIRS**

### **A. Appointments**

Appointments appropriate to the conditions of the chair will be made by the President upon recommendation from the Provost and the appropriate Dean. Appointments are typically made for a five-year duration and are renewed at the pleasure of the President.

### **B. Rights and Responsibilities**

1. Each chair shall have at its disposal a standard discretionary fund to be used for support of professional activities of the chair holder.
2. The holder of the chair shall receive one course reduction per year to be used to pursue professional activities such as research, writing, or performance and a stipend with benefits. A written report outlining professional activities and research in progress must be submitted annually to the appropriate Dean and the Provost.
3. It is the annual responsibility of each chair holder to share the results of their professional activity with the College community and community at large. This may take the form of lectures, performances, workshops, or other appropriate community activities.

### **C. Qualifications**

Normal minimal requirements for the position are the achievement of the rank of full professor and demonstrated professional activity. Holders of endowed chairs should be distinguished for their outstanding scholarship and teaching excellence.

## **ENDOWED CHAIRS**

*Theodore Bruce and Barbara Lawrence Alford Chair of English*

Established in 1994 by alumni Ted '68 and Barbara Lawrence Alford '68 to honor a distinguished professor of English, enhancing the reputation of both the department and the College, and enriching the educational experience of its students.

***Irving Bacheller Chair of Creative Writing***

Established in 1940 through the efforts of former Rollins trustee Joshua Coffin Chase, who spearheaded a campaign to endow this faculty chair in honor of Dr. Bacheller's contributions to literature and education.

***Bank of America Chair of Finance***

Established in 1993 by Barnett Bank, the predecessor to NationsBank, which was subsequently acquired by Bank of America. The first faculty chair at the Roy E. Crummer Graduate School of Business to be endowed by a corporation, it was created to recognize an eminent scholar in finance with a distinguished record of teaching, scholarship, and community involvement.

***Archibald Granville Bush Chair of Mathematics***

Established in 1966 with a gift from Mrs. Archibald Granville Bush "to bring distinguished mathematicians to Rollins to teach, research, lecture, and assist in the development of the Bush Science Center program."

***Archibald Granville Bush Chair***

Established in 1969 by The Bush Foundation to recognize outstanding faculty members of the natural sciences and to develop the caliber of faculty necessary "to assist the Bush Science Center in becoming one of the finest in the state of Florida."

***D.J. and J.M. Cram Chair of Chemistry***

Established in 2001 with a bequest from the late Donald Cram '41 '88H, Rollins' only Nobel Prize winner, to provide the opportunity for, and support of, research in the field of chemistry.

***George D. and Harriet W. Cornell Scholars in Classical Studies***

Established in 1985 through a gift from George D. '35 '85H and Harriet W. '35HAL '90H Cornell and a challenge grant by the National Endowment for the Humanities to serve as the cornerstone of Rollins' Classical Studies Program. This endowment provides for the recruitment of distinguished scholars who will promote the understanding of, and appreciation for, classical civilization and thought, enabling the College to enhance the interdisciplinary character of the program and its quality and visibility in the coming years.

***George D. and Harriet W. Cornell Chair in Innovation Management***

Established by philanthropist and alumnus George Cornell '35 '85H.

***George D. and Harriet W. Cornell Chair of Philanthropy and Leadership Development***

Established in 2004 by philanthropist and alumnus George Cornell '35 '85H.

***George D. and Harriet W. Cornell Chair of Religion***

Established by philanthropist and alumnus George Cornell '35 '85H.

***George D. and Harriet W. Cornell Chair of Finance***

Established by philanthropist and alumnus George Cornell '35 '85H.

***George D. and Harriet W. Cornell Chair of International Business***

Established by philanthropist and alumnus George Cornell '35 '85H.

***George D. and Harriet W. Cornell Chair of Philosophy***

Established in 2004 by philanthropist and alumnus George Cornell '35 '85H.

***George D. and Harriet W. Cornell Chair of Politics***

Established in 2004 by philanthropist and alumnus George Cornell '35 '85H.

***George D. and Harriet W. Cornell Chair of Distinguished Presidential Leadership***

Established in 2001 by philanthropist and alumnus George Cornell '35 '85H, the chair is part of the first endowment for a college presidency in the nation.

***Kenneth Curry Chair of Literature***

Established by Dr. Kenneth Curry '32, an emeritus professor of English at the University of Tennessee and author of many books and articles on English literature of the Romantic period. The first Curry Professor was named in 1999.

***Ronald G. and N. Jayne Gelbman Chair of International Business***

Established by alumnus Ronald Gelbman '69'70MBA and an anonymous donor. The International Business major was introduced in 1988 to provide students the opportunity to study global business from a liberal arts perspective.

***Alan and Sandra Gerry Chair of Marketing and Ethics***

Established in 2002.

***Raymond W. Greene Chair of Physical Education***

Established in 1967 by Raymond W. Greene '23 who stipulated that the chairholder should encourage reverence for the "amazing creation of the human body and its functions."

***Charles Harwood Chair of Marketing and Strategy***

Endowed in 1987 by the Estate of Rollins alumnus Charles J. Harwood, Jr. '44 to attract a distinguished scholar to the Crummer School of Business.

***William R. Kenan, Jr. Chair***

Awarded to Rollins in 1967 by the William R. Kenan, Jr. Charitable Trust to "support a college teacher whose enthusiasm for learning, commitment to teaching, and interest in students will make a notable contribution to the College's undergraduate community."

***Hugh F. and Jeannette G. McKean Chair***

Established in 1997 with an endowment from the Elizabeth Morse Genius Foundation to honor the legacy of former Rollins president Hugh F. McKean '30 '72H and his wife, Jeannette Genius McKean '62H and their commitment to the College. Mrs. McKean established the Genius

Foundation in 1959 in memory of her mother, who was the daughter of one of Winter Park's founders and greatest benefactors, Charles Hosmer Morse.

***Diane and Michael Maher Chair of Distinguished Teaching***

A gift of alumnus Michael C. Maher '63 and the Christian A. Johnson Endeavor Foundation to further the College's efforts and reputation in one of its recognized strengths – the art of teaching.

***Rapetti-Trunzo Chair of History***

Established in 1998 by alumnus Vincent A. Rapetti '50, this chair was created to provide a meaningful and lasting impact on the lives of students for generation to come.

***Richard James Mertz Chair of Education***

Established in 2001 by Esther Mertz in memory of her son, alumnus Richard James Mertz '60, an elementary education major at Rollins.

***Steinmetz Chair of Management***

A 1999 gift of Charles and Lynn Steinmetz, the faculty chair enables the Crummer School to have a nationally recognized scholar in the area of management and strategy.

***John M. Tiedtke Chair of Music***

Honors longtime Rollins trustee and patron of the arts John Tiedtke '75H and was the idea of Rollins alumni Fred '59 '74H and Joanne Rogers '50 '05H. Their generous support has been augmented by contributions from a number of friends and admirers.

***Winifred M. Warden Chair of Theatre Arts and Dance***

Established by alumna Wynnee Martin Warden '45 and the Bert W. Martin Foundation. The 2000 gift of this former ballet dancer and theatre major will ensure the future of a strong theatre and dance program at Rollins.

***Weddell Chair of the Americas***

Funded by Ambassador and Mrs. Alexander W. Weddell, the chair was established by the Rollins College Board of Trustees in 1948 as a memorial to Ambassador and Mrs. Weddell "in grateful appreciation of their interest and help and in honor of their distinguished service to their country and to Inter-American relations." It recognizes a distinguished faculty member who is devoted to the teaching and correlation of courses in the history of the Western hemisphere.

***Bruce A. Beal Director of the Cornell Fine Arts Museum***

Endowed in 2008 by alumnus Bruce A. Beal '58 in honor of the class of 1958 on the occasion of their fiftieth class reunion.

***Lyden Family Crew Chair***

Established in 2002 by James P. Lyden and his family to enhance the College's educational mission and to recognize the importance of athletics, and crew, in particular.

## **NONDISCRIMINATION POLICY STATEMENT**

### **Policy 030.00**

It is the policy of Rollins College not to discriminate on the basis of sex, disability, race, age, religion, color, national or ethnic origin, ancestry, marital status, veteran status, sexual orientation, gender identity, gender expression, genetic information, physical characteristics, or any other category protected by federal, state, or local law, in its educational programs, admissions policies, financial aid, employment, or other school-administered programs. The policy is enforced by Rollins and, where applicable, federal laws such as Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. The College is an equal opportunity educational institution.

Inquiries regarding compliance with these statutes, and referrals to designated coordinators under the ADA/Section 504, Title IX, and the Age Discrimination Act may be directed to the AVP of Human Resources and Risk Management, 407-646-2577 or to the Director of the Office for Civil Rights, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, D.C. 20202-1100, 1-800-421-3481, TDD: 877-521-2172.

*Policy created 1989 and updated Jan 1990, July 1997, Jan 2009, July and Oct 2011.*

## **FACULTY SEARCHES - CHECKLIST**

### **\_\_\_\_ Authorize Position**

- \_\_\_\_ Position request and justification to Dean's Office
- \_\_\_\_ Dean consults with Dean's Advisory Group
- \_\_\_\_ Dean recommends new positions to Provost
- \_\_\_\_ Positions approved by Provost

### **\_\_\_\_ Establish Search Committee**

- \_\_\_\_ Search Committee elected by Department
- \_\_\_\_ Dean appoints outside member to Search Committee in consultation with Department
- \_\_\_\_ Dean meets with Search Committee
- \_\_\_\_ Chair of Search Committee responsible for recruiting a diverse pool of applicants

(The Assistant Vice President of Human Resources & Risk Management or his/her designee is available to meet with the Search Committee to discuss matters relating to Equal Employment opportunities.)

### **\_\_\_\_ Advertise Position**

- \_\_\_\_ Search Committee Chair and writes advertisement
- \_\_\_\_ Advertisement and Placement of Advertisement submitted for approval to Dean and Human Resources

- \_\_\_\_\_ For tenure-track positions, Human Resources places an ad (which may be online rather than in print.)
- \_\_\_\_\_ For non-tenure-track positions, departments may hire locally in the event of an emergency. Non-emergency visiting hires follows the process above.

### \_\_\_\_\_ **Screen Applicants**

- \_\_\_\_\_ Search Committee acknowledges all applications with cordial letter indicating time frame of search
- \_\_\_\_\_ Search Committee screens applicants and maintains Applicant Log
- \_\_\_\_\_ Search Committee selects a list of potential candidates after advertised date
- \_\_\_\_\_ Search Committee conducts telephone interviews with potential candidates or interviews at professional meetings

### \_\_\_\_\_ **Interview Candidates**

- \_\_\_\_\_ HR tracks applicant rosters electronically.
- \_\_\_\_\_ Search Committee Chair submits names and resumes of finalists for campus interview to Dean
- \_\_\_\_\_ Dean consulting the provost, approves list of finalists for campus interviews
- \_\_\_\_\_ Search Committee thoroughly checks references, teaching evaluations, and writing samples
- \_\_\_\_\_ Search Committee requests *official* graduate transcripts from finalists (these must be on file in the Dean's Office before a letter of appointment can be issued)
- \_\_\_\_\_ Checklist for campus visit
  - \_\_\_\_\_ distribute itinerary and resume (to candidate and all participants on schedule)
  - \_\_\_\_\_ arrange airport pickup and drop
  - \_\_\_\_\_ travel reimbursement (check with Dept. Administrative Asst. for instructions)
  - \_\_\_\_\_ schedule class to teach (regularly scheduled or specially assembled)
  - \_\_\_\_\_ schedule research presentation or performance (optional)
  - \_\_\_\_\_ schedule meeting with faculty outside of department
  - \_\_\_\_\_ schedule meeting with students
  - \_\_\_\_\_ schedule interviews with Dean, Provost, Diversity Advisory Council, and Human Resources

### \_\_\_\_\_ **Hire Candidate**

- \_\_\_\_\_ Search Committee recommends appointment to Dean
- \_\_\_\_\_ Dean reviews, approves, and recommends appointment to Provost
- \_\_\_\_\_ Dean offers appointment to candidate and drafts letter of appointment for Provost
- \_\_\_\_\_ Provost signs and sends letter of appointment to candidate; copies to Dean and Human Resources

\_\_\_\_\_ **Close Search**

- \_\_\_\_\_ Search Committee notifies unsuccessful candidates (and telephones candidates who interviewed on campus)

**GRANT PROPOSAL PROCEDURES FOR MONITORING AND  
MANAGING GRANT-FUNDED ACCOUNTS FOR ROLLINS COLLEGE**

Rollins College encourages and supports individuals who seek grant funding to support their academic work on campus or in any other way to benefit the College. To facilitate this process, the Director of Foundation Relations and the Director of Grants and Contracts have been designated coordinators for all grant processes which seek and/or receive external support to benefit the College, its schools, divisions, departments, and/or faculty.

The following procedures became effective June 1, 1990, and were updated in July 2004 and October 2008. They are intended to promote efficiency in seeking, coordinating, and monitoring grant requests and grant accounts; to assist individuals who pursue grants on behalf of the College; and to ensure timely grant reporting. They are not intended to inhibit efforts by faculty and/or administrators who seek grant awards which will improve the College and its programs.

The following procedures, however, do not apply to requests by faculty or other individuals who seek external funding to support their personal, sabbatical, or private activities unless funding received is managed through the College's Finance Office. The Director of Grants and Contracts will assist faculty in these personal efforts by working with them to identify external grant opportunities and, when requested, by reviewing and/or editing their applications for such support.

Faculty and staff should plan to submit grant concept papers for grant-supported projects to their Department Chair/immediate supervisors and deans or vice presidents, Vice President for Institutional Advancement for approval, then to either the Director of Foundation Relations (private foundations or corporations) or the Director of Grants and Contracts (Federal/state government agencies) for administrative tracking, prior to preparation of proposals. Concept paper forms are available from the Office of Foundation Relations or the Director of Grants and Contracts. Rough drafts of proposals (with budgets) should be submitted no later than three weeks prior to funding sources' application deadlines. Faculty and staff submitting proposals should present final drafts for routing to appropriate College officers no later than 10 working days prior to deadline.

1. Procedures for Submitting Grant Proposals:
  - A. If receipt of a grant is contingent upon raising matching funds, the Vice President for Institutional Advancement must authorize the project before the proposal is submitted requesting said grant. This will help assure that raising of the matching funds will not impact negatively on other fundraising priorities and that efforts to raise the matching funds can be expected to reasonably succeed.

- B. If receipt of a grant would require an institutional match involving College facilities, personnel, and/or budget support, the Vice President for Academic Affairs and Provost and the Vice President for Business and Finance and Treasurer must authorize said project before a proposal is sent out requesting such a grant.
- C. Prior to submission of a grant proposal, the Finance office should be given the opportunity to review said proposal. This will help to assure that consideration of budget implications, accuracy of financial information, computation of fringe benefits, and verification of indirect charges can be accurately incorporated into the proposal budget.
- D. The Dean and the Provost should be consulted prior to submission of a proposal if receipt of a grant resulting from said proposal will impact on teaching programs and curricula affecting one or more faculty members.
- E. In most cases, grant proposals will be submitted by either the Office of Foundation Relations or the office of the Provost where one copy of each proposal will be kept on file. One copy will also be forwarded to the intended grant recipient's office.
- F. When a proposal is submitted to a grant-awarding agency, corporation, foundation, or organization by the intended grant recipient, s(he) should coordinate with the appropriate College officers named above, the Finance Office, and the Office of Foundation Relations or the Dean, or the Provost. A copy of the proposal should be sent to either the Office of Foundation Relations or the Provost for the central files.
- G. The Director of Foundation Relations or the Director of Grants and Contracts will notify the appropriate personnel of the College (President, Vice President for Institutional Advancement, Vice President for Academic Affairs and Provost, Vice President for Finance and Treasurer, Director and/or Dean) regarding the status of the proposal and its intent. These individuals can then more accurately respond to inquiries or conversations about the request.
- H. If a grant request is denied or held by the funding organization for later review, a copy of the correspondence relating this information should be held in the files of the Director of Foundation Relations or the Director of Grants and Contracts and also by the intended grant recipient. All College officials notified of the proposal submission under item G above will be informed by the Foundations Relations/Dean's office about important changes in the status of the proposal.

2. Management Procedures for a Grant Funded Account:

- A. If a grant request is approved, a copy of the notification should be forwarded to the Director of Foundation Relations or Director of Grants and Contracts, who will consult with the appropriate officers of the College to determine who will serve as the Grant Manager(s). In most cases, the Grant Manager will be the intended grant recipient, particularly when s(he) has submitted the proposal which has been funded. One or more officers of the College may also be asked



to supervise the grant. Individuals previously notified about the submission of the proposal will similarly be told about the forthcoming grant and the identity of the Grant Manager(s).

- B. The Executive Director of Donor and External Relations or the Director of Grants and Contracts will ask the appropriate designee in the Office of Finance to assign an account number to the grant and will indicate which Grant Manager(s) can "sign off" on expenditures from this grant account. All pertinent information regarding intent of the grant, matching funds necessary for receipt of the grant, effective dates of the grant, and required financial reports due to the grantee will be forwarded to the Associate Vice President for Finance and the Grant Manager(s) to ensure efficient financial management of the grant account.
- C. The Grant Manager(s) authorized to expend funds from the grant account will use this grant account number on all purchase requisition forms or any other appropriate College forms to assure that proper debits and credits are processed by the Finance Office when bills are paid.
- D. When notification of a forthcoming grant has been received and the grant account number established, expenditures can be assessed against the account by the Grant Manager(s) prior to the actual receipt of funds. In this circumstance, the appropriate designee in the Office of Finance should be consulted, and a grant account would reflect a deficit until the grantee's check is deposited (or the Federal/state agency "billed"). This procedure also applies when grants extend over several years and annual grant payments can be realistically expected.
- E. The primary Grant Manager will maintain a file in his or her department office which contains all grant information, including the original proposal and grantee's reporting guidelines. A cover sheet supplied by the Office of Foundation Relations or Dean's Office will indicate reporting deadlines. The file should also contain copies of all purchase orders, invoices, staff advance payment or reimbursement forms, and/or papers relating to expenditures from the grant account. Copies of these materials are not necessary for the files of the Director of Foundation Relations or the Director of Grants and Contracts, who needs only an itemized list of expenditures included in the interim and/or final reports for the central file.
- F. Careful coordination between the Grant Manager and the appropriate designee in the Office of Finance on a timely basis should also assure proper expenditures relative to salary and benefits paid out of College budget accounts, part or all of which can justifiably be transferred from the budget account to the grant account. These salary and benefit expenses might be for a full-time or temporary employee, and the amounts might vary from year to year, but each should be clearly defined in the proposal and the proposal budget approved by the grantee.

- G. The Director of Foundation Relations or the Director of Grants and Contracts will notify the Associate Vice President for Finance and Grant Manager(s) regarding receipt of required "matching fund" grants applicable to a designated grant account. This "combined" account will assure an accurate total in the grant account and eliminate any confusion about which "matching funds" apply to the grant, particularly when the grant period covers more than one year or department. This procedure will also simplify interim and final reporting (both narrative and financial). In the case of federal or state government grants, matching funding will most likely be monitored in a separate grant account.

3. Grant Reporting Procedures:

- A. The Office of Foundation Relations or the Dean's Office will maintain a master file containing pertinent information on all outstanding grants and required reporting dates. Although the Grant Manager(s) and Vice President for Business and Finance and Treasurer, and the appropriate designee in the Office of Finance should record these reporting deadlines on their calendars and follow through independently, the Foundation Relations or Dean's Office will notify appropriate individuals regarding upcoming deadlines.
- B. The Grant Manager is responsible for developing appropriate narrative information to be used for interim and/or final reports and the appropriate designee in the Office of Finance is responsible for preparing or confirming financial information for said reports as required by the grantee's guidelines. Submission of the interim and final reports should be coordinated with the Director of Foundation Relations or Director of Grants and Contracts when appropriate and when a letter from the President or other College official should accompany the report. The Director of Foundation Relations/Director of Grants and Contracts and the Grant Manager should keep a copy of these reports in their files.
- C. Financial reporting forms are often provided by the grantee to the Finance Office. Either a copy of this financial report, or a memo itemizing expenditures submitted by the appropriate designee in the Office of Finance on the report, should be sent to the Grant Manager and to the Director of Foundation Relations or the Director of Grants and Contracts for their files.
- D. The Director of Donor and External Relations or the Director of Grants and Contracts will assist Grant Managers and the Associate Vice President for Finance with reporting processes to the degree they need assistance.
- E. When a Grant Manager, Associate Vice President for Finance, Director of Foundation Relations, Director of Grants and Contracts, and/or other applicable employee resigns, retires, goes on sabbatical, or is out of his or her office for an extended period of time, all necessary steps should be taken to assure the orderly transition of grant requests, management, coordination, and reporting responsibilities. Appropriate individuals at grantee organizations

should be informed about personnel changes that affect grant accounts.

## **DISCRIMINATION GRIEVANCE PROCEDURE FOR FACULTY AND STAFF**

A discrimination grievance is a complaint or report of an injury, injustice or wrong in which the grounds for complaint are based on of sex, disability, race, age, religion, color, national or ethnic origin, ancestry, marital status, veteran status, sexual orientation, gender identity, gender expression, or genetic information.

Rollins College is committed to creating and maintaining a community in which students, faculty, and staff can work together in an atmosphere free of all forms of harassment, exploitation or intimidation. Specifically, every member of the College community should be aware that Rollins is strongly opposed to discrimination, sexual misconduct and harassment; and that such behavior is prohibited both by law (not all forms of inappropriate behavior are prohibited by law and by College policy. It is the intention of the College to take whatever action may be necessary to prevent, correct, and, if necessary, discipline for behavior, which violates this policy.

### **Eligibility and Timing for Filing**

Faculty and staff may use this procedure for discrimination related grievances.

Grievances should be reported immediately upon occurrence of the events leading to the complaint, injury or wrong, and in any event must be reported within 180 days of such event unless the College determines that good cause for an extension has been established. However there is no time limit for invoking this policy in cases of alleged sexual misconduct. Faculty and staff are encouraged to report alleged sexual misconduct immediately in order to maximize the College's ability to respond promptly and effectively.

**For Grievances Against Students:** The procedures outlined in the Code of Community Standards ([www.rollins.edu/csr](http://www.rollins.edu/csr)) are to be used in cases involving faculty or staff complaints against a student. If the complaints relate to sexual harassment/sexual assault by students, faculty and staff may use the Title IX policy (<http://www.rollins.edu/sexual-misconduct/title-IX-policy/index.html>)

### **Overview**

Upon receipt of a complaint, the Assistant Vice President of Human Resources and Risk Management (AVP) will notify the Dean/Department Head and Vice President over the respondent's department.

Should the College determine that a formal investigation is necessary; the investigation will be conducted jointly by the AVP and Dean/Department Head, or their respective

designees. The AVP (or designee) will act as an information resource for the faculty or staff and be available to answer questions. Should the AVP, Dean/Department Head, or Vice President have a conflict of interest or for any reason is unable to carry out their responsibilities under this policy in an impartial manner, the College may designate alternate officials to preside over the investigation.

The College cannot guarantee confidentiality. However, all reasonable efforts will be made to protect the privacy of the complainant and of the process. No faculty or staff shall be disciplined for filing a good faith grievance or report of discrimination or inappropriate behavior.

If a faculty or staff member exercises his/her rights to file a complaint with a government agency or files a court action, the College reserves the right to terminate the grievance process. In the event that a faculty or staff has already commenced his/her grievance procedure at the time he /she files a complaint with any governmental agency including a state or federal court, the faculty or staff member shall notify the AVP. If the College chooses to terminate the grievance process, the AVP will notify all parties involved.

**Note: if the complaint involves allegations of sexual misconduct or harassment, the College will continue the internal investigation regardless of whether the faculty or staff member files a complaint with the police department or an outside agency.**

### **Mediation**

- A. Faculty and staff may elect to utilize the Mediation Program. This program is designed to help resolve disputes in a more informal way than through the grievance process. It facilitates solutions without having to file a formal grievance. A mediation does not impose any solution but helps parties reach a mutually agreed upon solution.

Mediation is a non-adversarial process that does not guarantee a resolution but is a good way to discuss disputes. Participation in a mediation process does not mean that an individual gives up any rights to file a grievance or any other formal procedure. Further, both parties must agree to mediate a dispute. No one can be forced into mediation. Mediation is not a process that imposes punishment, determines facts or decides who is right or wrong. Mediation is a process whereby miscommunication can be cleared up, individuals agree on solutions and people are empowered to make changes.

- B. If Mediation between the parties is (a) not appropriate or (b) not possible, or (c) does not lead to resolution, the AVP and the Dean shall proceed to investigate the report or complaint. Mediation does not preclude the College from conducting an investigation of a complaint or taking such disciplinary action as it determines is appropriate or necessary.

**Note: Mediation is not an available option if the faculty or staff member's complaint is related to sexual assault**

## **Grievance Investigation**

Both Complainant and Respondent shall have the option of assistance by an advisor of their choice from the College faculty or staff, during all portions of the Grievance procedure, provided that the chosen faculty or staff is willing to participate in the process. The advisor's role is to provide support and assistance during the process but not to speak on behalf of the complainant or respondent or in any way interfere with the process. Third parties shall not be allowed to participate in the process.

When a grievance is filed (verbally or in writing), the AVP will notify the respondent and provide him/her with the information regarding the complaint. The respondent may submit a written response to the AVP within seven (7) working days.

The AVP and the Dean, or an individual(s) appointed by the AVP, will initiate an investigation of the complaint and where possible, attempt to reach conciliation between the parties. During this period, the AVP and the Dean will have access to all information pertinent to the case, and may meet with any individual with information related to the case. Upon the conclusion of the investigation, the AVP and the Dean will present a report to the appropriate VP. The Dean and the AVP shall make a recommendation for resolution to the VP who will make a final determination within twenty (20) working days. All the time limits here may be extended at the discretion of the AVP. Decisions will be made using the preponderance of evidence standard (i.e. it is more likely than not that the alleged conduct occurred).

## **Appeals**

If the VP's determination is not acceptable to either the Complainant or Respondent, the decision may be appealed within seven (7) working days to the VP. The VP will then convene an appeals committee.

The appeals committee shall be formed as follows. The VP, with the assistance of the AVP, will select a list of 10 faculty, and staff members. A list of these 10 individuals will be provided to the Complainant and Respondent. The appeals committee shall consist of one individual chosen by the Complainant, one individual chosen by the Respondent, and a third chosen by mutual agreement of the two parties. If mutual agreement is not reached, the VP will select the third member of the grievance committee. The grievance committee shall review the complaint, any response, any documents provided by Complainant or Respondent, and all other documents it deems appropriate. The grievance committee shall also have the option, but not the obligation, to schedule a hearing and/or take testimony from the parties and other witnesses. Upon conclusion of its review and/or investigation, the appeals committee will deliberate and shall make a written report, including its conclusions and recommendations to the VP. The VP shall then have the option of amending his/her determination based on the recommendations of the grievance committee. The VP determination shall then be final.

Revised May 19, 2015

## **INTELLECTUAL PROPERTY POLICY**

This policy is meant to encourage and support faculty, staff, and student research; to protect the rights and interests of College constituents as well as the College itself; and to provide College constituents with information that will guide understanding of intellectual property and its application at Rollins College. All faculty (full time and adjunct), staff, student employees, and students, as well as non-employees who participate or intend to participate in teaching and/or research or scholarship projects at Rollins College are bound by this policy.

Rollins College is committed to complying with all applicable laws regarding copyright and other forms of intellectual property. Furthermore, this policy shall not be interpreted to limit the College's ability to meet its obligations for deliverables under any contract, grant, or other arrangement with third parties, including sponsored research agreements, license agreements, and the like.

Questions of ownership or other matters pertaining to materials covered by this policy shall be resolved by the Provost (or his or her designee) in consultation with others, as appropriate. In the event that resolution of such matters becomes controversial, the Provost (or his or her designee) will convene an Intellectual Property Committee as described in Section B, Patents.

## **COPYRIGHT, PATENTS, and TRADEMARKS**

### **A. COPYRIGHT**

**(See policy KI 1004, which supersedes this policy in the event of conflict.)**

#### **General Copyright Policy**

Rollins College's policy is that all rights in copyright remain with the creator unless the work is a "work for hire," is commissioned by the College, or is otherwise subject to contractual obligations.

#### **Definition and Scope of Copyright Protection**

Under the federal copyright law, copyright subsists in "original works of authorship" that have been fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. These works include:

- literary works such as books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies;
- musical works including any accompanying words;
- dramatic works, including any accompanying music;
- pantomimes and choreographic works (if fixed, as in notation or videotape);
- pictorial, graphic and sculptural works, including photographs, diagrams, and sketches;
- motion pictures and other audiovisual works such as videotapes;

- sound recordings; and
- architectural works.

### **Scope of Copyright Protection**

Copyright protection does not extend to any idea, process, concept, discovery or the like, but only to the work in which it may be embodied, illustrated, or explained. For example, a written description of a manufacturing process is copyrightable, but the copyright only prevents unauthorized copying of the description; the process described could be freely copied unless it enjoys some other protection, such as patent.

Subject to various exceptions and limitations provided for in the copyright law, the copyright owner has the exclusive right to reproduce the work, prepare derivative works, distribute copies by sale or otherwise, and display or perform the work publicly. Ownership of copyright is distinct from the ownership of any material object in which the work may be embodied.

### **Books, Articles, and Similar Works, Including Unpatentable Software**

In accord with academic tradition, except to the extent required by the terms of funding agreements, Rollins College does not claim ownership to pedagogical, scholarly, or artistic works, regardless of their form of expression. Such works include those of students created in the course of their education, such as papers, theses, and articles. The College claims no ownership of popular nonfiction, novels, poems, musical compositions, unpatentable software, or other works of artistic imagination that are not institutional works (see "Institutional Works as Work for Hire"). Copyright in pedagogical, scholarly, or artistic works to which the College disclaims ownership under this policy shall be held by the creators regardless of whether the work constitutes a "work for hire" under copyright law.

### **Ownership and Use of Course Materials (including class technology and videotapes of classroom activities)**

All course materials including, but not limited to, Blackboard (and other course management tools) materials, syllabuses, videotapes of classroom activities, websites, etc. developed by a Rollins faculty member belong to the faculty member unless grant or other outside funding sources dictate otherwise. Faculty ownership of such course materials does not, however, entitle the faculty member to any additional compensation from the College as a result of appropriately enrolled students' use of such materials. Faculty ownership of such course materials also does not preclude the College from using such materials for internal instructional, educational, and administrative purposes, including satisfying requests of accreditation agencies for faculty-authored syllabuses and course descriptions. Materials brought to Rollins from other institutions are bound by any ownership constraints from the institution at which they were developed; barring none, they belong to the faculty member.

The use of images or materials of students for use outside of a currently enrolled class is not permitted without a signed release from students. This includes videotaping, website images, and class materials where the expectation of a student is that their purpose is for that particular course. If the purpose of the class is to create a website, video or other materials for future courses, this permission is not needed.

### **Institutional Works as "Work for Hire"**

The College shall retain ownership of works created as institutional rather than personal efforts--

that is, works created by administrators and staff for College purposes in the course of the creators' employment, College-commissioned faculty work, or works resulting from simultaneous or sequential contributions over time by numerous faculty, staff, and/or students. The employer (i.e., the College) by law is the "author," and hence the owner, of works for hire for copyright purposes; therefore, Rollins owns all rights, intellectual and financial, in such works. Administrators, faculty, and staff who gain professional expertise through such work, however, may engage in professional activities--conferences, consulting, etc.--that may result in compensation.

"Work for hire" is a legal term defined in the Copyright Act as "a work prepared by an employee within the scope of his or her employment." For instance, work assigned to programmers is "work for hire" as defined by law as is software developed for College purposes by students and staff working collaboratively. This definition includes works prepared by employees in satisfaction of sponsored agreements between the College and outside agencies. Certain commissioned works also are works for hire if the parties so agree in writing. The mere fact that multiple individuals have contributed to the creation of a work shall not cause the work to constitute an institutional work. Where a work is jointly developed by College faculty or staff or student employees and a non-College third-party, the copyright in the resulting work typically will be owned jointly by the College and the third party. In such instances, both the College and the other party would have nonexclusive rights to the work, subject to the duty to account to each other.

### **Works of Non-employees**

Under the Copyright Act, works of non-employees such as consultants, independent contractors, etc., generally are owned by the creator and not by the College, unless there is a written agreement to the contrary. As it is Rollins' policy that the College shall retain ownership of such works (created as institutional rather than personal efforts, as described in "Institutional Works as Work for Hire"), Rollins will generally require a written agreement from non-employees that ownership of such works will be assigned to the College.

Examples of works that the College may retain from non-employees are as follows: reports by consultants or subcontractors, computer software, architectural or engineering drawings, illustrations or designs, and artistic works.

### **Use of Copyrighted Material**

**(See College Policy KI 1004 Use of Copyrighted Works.)**

### **Use of the College Name in Copyright Notices**

The following notice should be placed on College-owned materials:

Copyright © [year] Rollins College. All Rights Reserved.

No other institutional or departmental name is to be used in the copyright notice, although the name and address of the department to which readers can direct inquiries may be listed. The date in the notice should be the year in which the work is first published, i.e., distributed to the public or any sizable audience.

Additionally, works may be registered with the United States Copyright Office using its official forms (<http://www.copyright.gov/forms/>).



## **Reconveyance of Copyright to Creator**

When copyright is assigned to Rollins because of the provisions of this policy, the creator of the copyrighted material may make a request to the Provost that ownership be reconveyed back to the creator. Such a request can, at the discretion of the Provost, be granted if it does not: (1) violate any legal obligations of or to the College, (2) limit appropriate College uses of the materials, (3) create a real or potential conflict of interest for the creator, or (4) otherwise conflict with College goals or principles.

## **B. PATENTS**

Rollins College is an educational institution whose fundamental mission is to provide an outstanding liberal arts education. Rollins recognizes that research, particularly that involving collaborative investigations with students and faculty, is one of the highest forms of education.

All potentially patentable ideas and inventions developed in whole or in part by College personnel in the course of their employment, or with more than incidental use of Rollins College resources, shall be disclosed in writing to the Office of the Provost. Written disclosure should include the (1) name of the inventor, (2) what was invented, (3) circumstances that led to the invention, and (4) the information as to what might be subsequent activities surrounding the invention.

The next step is that an Intellectual Property Committee will review the invention disclosure information submitted. The Provost (or his/her designee) will convene an Intellectual Property Committee to consist of two faculty members of the Provost's choosing, two faculty members of the inventor's choosing, and a fifth faculty member agreed upon by the four other faculty members. This Committee will make a recommendation to the Provost either to seek a patent using College funds or to decline further action.

If the College refuses to pursue application of the idea/invention, the inventor may then seek other aid outside the College to assess the patentability of the invention. If no action is taken, all patent rights revert to the inventor.

If there is positive action on an application, the College may wish to pursue evaluation of the invention from technical development consultants to ascertain whether there is sufficient interest and financial return that would make the acquisition of a patent feasible.

The remaining steps in the process are:

1. A patent is obtained or institutional steps are put into place to protect the invention as a trade secret. These steps may ensure that, in the event of not immediately applying for a patent, proper protection is maintained and limited disclosure and publication are delayed to a later date.
2. A patent, if any, is licensed and royalties are earned.
3. Legal enforcement of patent rights begin.

## **Sharing of Royalties**

Royalty distribution will be as follows:

1. 100% will accrue to the College for recovery of costs associated with the patent/license development. This would include all fees for preparing and prosecuting patents. All marketing and licensing fees would also be included.

2. Remaining income would be distributed according to the following:
  - a. Inventor(s) or their heirs 40% of gross royalties.
  - b. Inventor(s) Department 20% of gross royalties.
  - c. College 40% of gross royalties.

Under certain conditions, the College may agree to accept a negotiated percentage of equity in place of all or some portion of the license or royalty fee(s).

### **C. TRADEMARKS**

Trade and service marks are distinctive words or graphic symbols identifying the sources, product, producer, or distributor of goods or services. Trade or service marks relating to goods or services distributed by the College shall be owned by the College. Examples include names and symbols used in conjunction with the College wordmark and logo and those names or symbols associated with College athletics, events, programs, software, or activities.

*Rollins College's Intellectual Property Policy is based on policies adapted, with permission, from Stanford University.*

### **LEARNING DISABILITIES**

Rollins College is committed to equal access and does not discriminate unlawfully against persons with disabilities in its policies, procedures, programs, or employment processes. The College recognizes its obligations under the Rehabilitation Act of 1983 and the Americans with Disabilities Act to provide an environment that does not discriminate against persons with disabilities. According to the Americans with Disabilities Act, a “person with a disability” includes “any person who (i) has a physical or mental impairment which substantially limits one or more of such person’s major life activities, (ii) has a record of such impairment, or (iii) is regarded as having an impairment.

Rollins College does not have a separate admission process or criteria for students with learning disabilities; students are admitted through the regular admission process and must be qualified for admission according to the College's admission criteria. Documentation is not required at the time of application, but should be sent to the Coordinator of Disability Services soon after acceptance and the decision to attend is made.

Students must see the Coordinator of Disability Services at the beginning of the semester to determine eligibility for accommodations as well as to learn more about academic resources. Classroom accommodations are determined through consultation with the student regarding his/her past success with various accommodations as well as documented needs and the demands of the course. Students may be eligible for substitutions of the foreign language and/or quantitative general education requirement if their disability warrants it and documentation supports it. However, substitutions will not be made for “major” requirements where those courses are essential to the curriculum.

While a learning disability cannot be “cured,” its effects can be lessened through instructional intervention and compensatory strategies. In general, a variety of instructional modes enhances

learning for students with learning disabilities by allowing students to master material in one form when it may be inaccessible in another form.

It is important to identify the nature of the disability to determine the kind of strategies that might accommodate it. Drawing upon the student's own experience offers invaluable clues to the types of adaptation that work. It is important that a faculty member:

- ◆ Refer all students requesting classroom accommodations to the Coordinator of Disability Service. Students must have appropriate documentation on file with the College before a faculty member should provide any accommodations. Faculty will receive an official accommodation form for any students with appropriate documentation needing accommodations who have met with the Coordinator of Disability Services.
- ◆ Any faculty suspecting a student who is having difficulty in the class of having an LD or ADHD should refrain from suggesting a diagnosis, but instead refer the student to the Coordinator for a screening consultation.
- ◆ Faculty should inform students of the College's policy for providing accommodations in the course syllabus, i.e., "The College will make reasonable accommodations for persons with documented disabilities. Students should notify the Coordinator of Disability Services and their professors of any special needs."
- ◆ Faculty should assure the confidentiality of information regarding students with disabilities.

## **LEAVE POLICIES**

### **Sabbaticals**

Full-time, tenured faculty are eligible for sabbatical leave upon six full years of service. Two options are available: a full year's leave at half pay or half year's leave at full pay. Fringe benefits and faculty status continue as normal during a sabbatical except that pension payments are computed as a percentage of salary paid.

The sabbatical program is intended to foster faculty professional development. Appropriate sabbatical plans are diverse and vary with individual goals and departmental needs. Research, study, writing, performance, consulting and teaching elsewhere are traditional sabbatical activities, but learning new techniques, undertaking a reading program, traveling with an educational purpose or pursuing a new academic field may be appropriate as well. While teaching at another college or university may be an appropriate sabbatical activity, teaching at Rollins College is not.

Eligible faculty are notified by their dean or director at least a year in advance. Changes in sabbatical year may be made only with the dean's/director's approval. Faculty must report their general sabbatical plans and which option they will select by September 15 of the academic year prior to the proposed sabbatical. The appropriate Dean issues letters awarding sabbaticals by the following February.

Accepting a sabbatical implies that the faculty member will return to Rollins for regular assignment for at least one year following the sabbatical. Faculty are expected to file a report of sabbatical activities with their Dean by November 15 of the following year, following the sabbatical.

Before going on leave, a faculty member should arrange for the return of student papers and materials from the preceding term, and notify his or her advisees and arrange for their assistance. Since office space is at a premium, faculty on leave for a full year should normally expect to vacate their offices during this period.

### **Faculty Full-Year Research Stipend (Faculty FYRST)**

Full-year research stipends (FYRSTs) of \$15,000 for associate professors and \$20,000 for full professors may be awarded to assist faculty using full-year sabbaticals for research. In addition, faculty continue to be paid one-half their normal salary during the year of the sabbatical.

By September 15 of the year prior to the beginning of the sabbatical, faculty applying for stipends must submit a request for funds that clearly articulates how their full-year sabbatical will be spent, what is the anticipated product/result, and why this project requires a full year to accomplish. Faculty must also submit a letter of support from their department chair which articulates that departmental plans for covering their courses.

Faculty receiving FYRSTs may also apply other on-campus or off-campus grants or fellowships, but the full-year sabbatical stipend may not be used to fund the faculty member at a salary level high than 100% of his/her regular full-time pay. Also, faculty receiving stipends may not receive remuneration for teaching or administrative work at Rollins or any other institution during their sabbatical year without written permission from the Provost.

Individual stipends are distributed in monthly pay over a nine-month period (Sept.-May), providing that a suitable mid-year report has been filed with the Dean's office by December 15.

The Professional Standards Committee (PSC) assesses the appropriateness of proposals and the feasibility of requests. All final decisions rest in the hands of the deans. Faculty returning from sabbaticals in which they have received stipends will be recognized by their dean through public fora at which they will present the results of their work.

### **Leave Without Pay**

Faculty members are entitled to apply for leave without pay. Such leaves should be requested at least one year in advance and have the approval of the appropriate department head and dean/director. Fringe benefits are affected during such leaves, so faculty members should discuss the implications of a leave proposal with the Director of Human Resources as well as their dean/director.

### **FACULTY PARENTAL LEAVE FOR CHILDBIRTH OR ADOPTION**

#### **Purpose**

Rollins College is committed to supporting faculty members by providing them with clear and reasonable options for balancing their professional and parental responsibilities. A primary goal of the parental leave policy is to allow both the faculty member and the College the opportunity to maintain the integrity of the classroom and avoid placing undue burden on the individual or department. The College recognizes that no policy can anticipate all eventualities; therefore, the new policy leaves room for faculty members, departments, deans, and the Provost to tailor certain aspects of parental leaves to accommodate individual situations.

### **Eligibility**

This policy provides paid leave benefits to the following:

1) Birth mother and/or

2) Sole caretaker. An eligible faculty member is defined as the sole caretaker of a newborn or newly adopted child (less than six years of age) who is under the custody, care and control of the parent for the first time. The sole caretaker has primary responsibility for the care of the child for at least 20 hours per week, from Monday through Friday, between the hours of 9 a.m. and 5 p.m. Individuals adopting a spouse or partner's child(ren) are not eligible. Paid leave will be granted to a full-time faculty member who temporarily relinquishes the duties of his/her position following childbirth or adoption. A faculty member who wishes to exercise the benefit of this policy must assert that he or she will be the sole caretaker for the requisite period.

In cases where both parents are Rollins College faculty members, only one parent may be designated as the sole caretaker for the purposes of this policy. A birth mother on postpartum medical/maternity leave from her employer is presumed to be the sole caregiver unless medical documentation is provided that she is unable to assume this role. For the purposes of this policy, a mother taking postpartum medical leave from her employer would not preclude her partner from taking parental leave from Rollins College. This policy depends upon, and assumes, the good faith of its participants.

### **Leave Benefit**

The following leave benefits will be provided under this policy:

1) Birth Mother: six (6) consecutive weeks of paid parental leave. This parental leave will be provided immediately following the birth of a child.

2) Adoption: six (6) consecutive weeks of paid parental leave. This parental leave will be provided immediately following the adoption of a child (less than six years of age) beginning at the time of arrival of the child.

3) Sole Caretaker: six (6) consecutive weeks of paid parental leave provided he/she meets the eligibility requirements. This parental leave will be provided immediately following the birth of a child or adoption of a child, beginning at the time of arrival of the child and running consecutively, except in extraordinary circumstances such as, but not limited to, medical complications for the mother or child.

The sole caretaker of a newborn or newly-adopted child less than six years of age shall be released from all teaching responsibility during the period immediately surrounding the birth or adoption. When the he or she will normally be excused from teaching during that entire

semester; however he or she will be required to perform non-teaching responsibilities before the birth or adoption of a child and after the 6 weeks paid parental leave, as arranged by the Dean.

The precise nature of the non-teaching responsibilities and any other necessary arrangements associated with the leave must be arranged between the individual, the department chair, and the appropriate Dean. In such cases, the Dean, in consultation with the Provost, will make such arrangements as are necessary and appropriate with regard to covering the teaching and other responsibilities.

If the birth/adoption occurs within six weeks of the start of a semester, the faculty member is eligible to take that semester as paid leave from teaching responsibilities. If the birth/adoption occurs prior to six weeks of the start, he/she is eligible for one paid course release (4 credit hours) during that semester. In either case, eligibility is contingent on the leave's not having been taken during the previous term.

During the period of paid parental leave, the faculty member's benefits shall remain continuously in effect. Faculty giving birth or adopting a child during the summer (June 1-August 31) will not receive additional pay.

### **Process**

Eligible faculty must request parental leave in writing to their department head ninety (90) days in advance of the requested leave start date (or as early as possible in the planning phase of an adoption process). The appropriate Dean must approve faculty requests for parental leave. Human Resources must be notified upon approval by the Dean. For purposes of parental leave for the birth mother, appropriate medical certification is required to establish the beginning and end of the period of disability due to maternity. A faculty member returning from approved parental leave will be returned to the position he or she held prior to the leave.

### **Coordination with other Leave Policies**

Paid parental leave will be coordinated with the College's Family and Medical Leave (FMLA) and Salary Continuation policies. Parental leave will be tracked concurrently as Family and Medical Leave. Cases involving postpartum disability will be tracked concurrently as Salary Continuation (short-term disability leave) and may qualify for extended disability leave benefits. Nothing in this policy precludes the eligible staff member from taking any remaining unpaid FMLA leave following the expiration of the College's paid parental leave, in accordance with the College's FMLA policy. With supervisory approval, employees may also be granted an additional 4 weeks of unpaid child care leave over and above any qualifying FMLA leave.

### **Compliance with Federal Laws**

Federal law requires that childbirth be treated in the same manner as the College's disability or medical leave provisions.

### **Extension of the Tenure Clock**

Any tenure-track faculty member who becomes the sole caretaker as defined above will automatically receive a one-year extension of the probationary period. Tenure-track members who wish to decline the extension must notify the Provost and respective Dean by March 1 in order to be considered for tenure in the fall of that calendar year. Extensions may be repeated for

one subsequent birth, thereby extending the appointment and time on the tenure-track for a maximum of two years.

When a faculty member who has taken an extension under this section is being reviewed for tenure or promotion, any letters soliciting evaluations from external reviewers should explicitly state that the candidate has taken an extension pursuant to this policy. Further, it should be stated that the policy of Rollins College is to evaluate the productivity of each candidate who has been granted an extension as if he or she had been in the probationary status for the normal duration, so that the candidate is not penalized for having received the extension.

### **Sabbatical Credit**

The semester in which a tenured faculty member takes a paid parental leave will count in the accrual of sabbatical credit.

## **PROFESSIONAL DEVELOPMENT**

### **Sponsored Research**

Guidelines for sponsored research have been prepared to assist faculty and staff members in applying for and managing externally-funded research and other sponsored projects. (See "Grant Proposal Procedures and Managing Grant-Funded Accounts for Rollins College.") Faculty and staff members should be aware that funds accepted by the College become the responsibility of the College. The College is accountable for and liable for any errors or omissions. Therefore, the policies and procedures described in the grantsmanship procedures that follow are applicable to all requests for grants and subsequent grant funds administered by the College.

### **Support for Professional Development**

Each school and division has its own programs of professional development and faculty are urged to consult other sections of this Handbook.

### **Reporting Suspected Financial Misconduct**

In keeping with the desire to maintain the highest possible standards in safeguarding its financial resources and the integrity of its financial reporting systems and internal controls, the College has formalized a reporting procedure for faculty and staff who observe or suspect financial misconduct. This action flows from the desire to achieve voluntary compliance with the federal Sarbanes-Oxley Act's best practices that apply to public corporations.

Any knowledge or concern about possible financial misconduct, including theft, fraud, kickbacks or questionable financial practices, should be reported promptly to one's immediate supervisor or department head. If the matter is not satisfactorily resolved at this level or if the supervisor or

department head is involved in the suspected misconduct, the concerns should be reported to the appropriate dean, director, vice president or the president. In all cases, the individual to whom a matter is reported is to promptly notify the Human Resources Department, which will be responsible for providing guidance and confidential record keeping. By College policy, retaliation for good-faith reporting of possible financial irregularities is strictly prohibited.

Any individual who does not feel comfortable reporting through normal College channels may convey concerns anonymously by letter to the designated College attorney. Mr. James (Trippe) Cheek III at Winderweede, Haines, Ward & Woodman, P.A., 250 Park Avenue South, Fifth Floor, Winter Park, Florida 32789, is currently serving in this capacity. The responsibility of the attorney is to pass information to the chair of the Board of Trustees.

## **RESEARCH AND SCHOLARLY MISCONDUCT**

### **A. Background**

Rollins College expects adherence to the highest ethical and moral standards in the conduct of research and scholarly activity. The College is responsible for promoting academic practices that prevent misconduct and developing policies and procedures for dealing with allegations of misconduct. Students, faculty, staff, and administrators share responsibility for developing and maintaining standards to ensure ethical conduct of research and detection and appropriate handling of abuse of these standards.

Rollins bears primary responsibility for addressing allegations and investigating misconduct in research and scholarship by its faculty, staff, and students. These responsibilities exist regardless of whether the activity is funded by federal, state, or private sources, or is the result of unfunded efforts.

The purpose of this policy statement is to inform those participating in research activities of both the College's and federal funding agencies' research misconduct policies, to identify general types of research misconduct, and to set in place mechanisms to address and resolve alleged violations.

### **B. Who is Affected**

This document describes procedures for investigating and resolving allegations of research misconduct and applies to all individuals engaged in and/or reporting any research or scholarship conducted under the auspices of Rollins College. This includes faculty members, post-doctoral fellows, staff members, guest researchers, graduate students, and undergraduate students. Such persons are subject to this policy regardless of whether their research is conducted on campus or elsewhere. Persons found guilty of willful misconduct are subject to disciplinary action by the College.

In cases involving allegations of research or scholarly misconduct against students, the College's Academic Honor Code Violation procedures shall be followed in lieu of this Procedure. To the extent that additional procedures are necessary for students, either to comply with legal requirements or because of their involvement in cases involving other persons subject to this Procedure, the Provost may determine such procedures on an *ad hoc* basis.



### **C. Definition of Research Misconduct**

For the purposes of this policy, Rollins considers the term "research" to encompass both research and scholarship. 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 error or differences of opinion in the interpretations or judgments of data.

A finding of research misconduct requires that:

- ✓ There be a significant departure from accepted practices of the relevant research community; and
- ✓ The research misconduct be committed intentionally, knowingly, or recklessly; and
- ✓ The allegation be proven by a preponderance of evidence.

### **D. Reporting Misconduct**

All members of the Rollins community are responsible for reporting what they believe to be research misconduct, as described above, on the part of Rollins faculty, staff, or students. Allegations of research misconduct on the part of any Rollins faculty, staff, or student must be immediately reported in writing to the appropriate Dean. For staff outside the purview of the referenced deans, the reporting should be made to the Provost. At that time and throughout the remainder of the review process, the respective Dean (or respective Vice President, in the case of staff not reporting to Deans) will take all reasonable steps to preserve and protect the confidentiality of all information and persons involved to the extent possible. The Dean or Provost shall 1) limit disclosure of the identity of respondents and complainants to those who need to know in order to carry out a thorough, competent, objective, and fair research misconduct proceeding; and 2) except as otherwise prescribed by law, limit the disclosure of any records or evidence from which research subjects might be identified to those who need to know in order to carry out a research misconduct proceeding.

### **E. The Inquiry Process**

Upon receiving a report of possible misconduct, the appropriate Dean shall promptly initiate an inquiry to be completed within 60 days. An inquiry consists of preliminary information gathering and fact-finding to determine whether an allegation or apparent instance of research misconduct has substance and if an investigation is warranted. At the start of the inquiry, the Dean must take all reasonable and practical steps to obtain custody of all the research records and evidence needed to conduct the research misconduct proceeding, inventory the records and evidence, and sequester them in a secure manner. The person(s) accused of misconduct (respondent) shall be notified in writing that an inquiry is being conducted and shall have an

opportunity to respond in person and/or in writing to the allegations. In the event the dean sees a conflict of interest in proceeding, he/she shall report that conflict to the Provost.

The Dean shall be directly responsible for the inquiry and will prepare a written report that states what evidence was reviewed, summarizes relevant interviews, and concludes whether or not an investigation is recommended. The respondent shall be given a copy of the inquiry report and the opportunity to comment. The respondent's written comments shall be affixed to the report.

The Provost will receive the inquiry report and, after consulting with the Dean and/or other institutional officials, decide whether an investigation is warranted. The inquiry process is completed when the Provost makes this determination.

If an investigation is not recommended, the inquiry is complete, but all material related to the allegation and inquiry will be maintained on file for a period of seven years. All individuals involved in the inquiry process, including the respondent, the complainant, and the respondent's immediate supervisor or department chair, will be notified in writing that the charge of research misconduct was unfounded. The positions and reputations of persons who make allegations in good faith shall also be protected.

#### **Notification of Federal Agencies**

If the research under investigation is sponsored through federal funds, any finding that an investigation is warranted must be provided to the federal agency, together with a copy of the inquiry report, within 30 days of the end of the inquiry. In these cases, the Provost shall forward this information to the Director of Grants and Contracts, who shall then immediately notify the appropriate federal funding agency, as required by law, that an investigation has been initiated. During the inquiry or investigation process, the federal funding agency shall also be notified immediately upon determination that a) public health or safety is at risk; b) federal resources, reputation, or other interests need protecting; c) there is reasonable indication of possible violations of civil or criminal law; d) research activities should be suspended; e) federal action may be needed to protect the interests of a subject of the investigation or of others potentially affected; or f) the scientific community or the public should be informed. The Director of Grants and Contracts will also promptly advise the federal funding agency of any developments during the course of the investigation which disclose facts that may affect current or potential funding for the individual(s) under investigation or that the funding agency needs to know to ensure appropriate use of federal funds and otherwise protect the public interest.

#### **F. The Investigation Process**

An investigation is a formal development, examination, and evaluation of a factual record to determine whether research misconduct has taken place, to assess its extent and consequences, and to evaluate appropriate action. If the Provost concludes a formal investigation is appropriate, the Dean will notify the respondent in writing of the allegations to be investigated and will appoint an investigative committee of five faculty and/or staff members, one of whom will serve as chair and at least three of whom will be within the division of the individual charged with misconduct. All committee members shall be determined to have the appropriate background to judge the issues being raised. The committee should be constituted in such a way that it has the necessary and appropriate expertise to carry out a thorough and authoritative evaluation of the relevant evidence. Standing committees that deal with research issues (e.g. Institutional Review

Board for Human Subjects Research, Institutional Animal Care and Use Committee) may be used as one source for members of an investigative committee. Committee members may be from within or outside the College community, and must have no real or apparent conflicts of interest bearing on the question. The Dean may reserve the right to request that committee members sign confidentiality statements to ensure the protection of information and persons involved. In addition, the Dean will be present or available throughout the investigation to advise the committee as needed. The committee shall expeditiously begin a thorough investigation within 30 days of the end of the inquiry, and the entire investigation process is to be completed within 120 days.

During an investigation, the committee will examine all pertinent evidence (including, but not limited to, relevant research data and proposals, files, reports, publications, correspondence, and laboratory materials or specimens), interview all individuals involved in making the allegation, and hear any testimony. All discussions by the committee shall be confidential. The committee shall be empowered to seek and obtain any relevant information that is pertinent to the investigation, and the respondent may present evidence and expert testimony on her/his behalf.

The investigation committee must:

- Use diligent efforts to ensure that the investigation is thorough and sufficiently documented and includes examination of all research records and evidence relevant to reaching a decision on the merits of each allegation;
- Take reasonable steps to ensure an impartial and unbiased investigation to the maximum extent practical;
- Interview each respondent, complainant, and any other available person who has been reasonably identified as having information regarding any relevant aspects of the investigation, including witnesses identified by the respondent, and record or transcribe each interview, provide the recording or transcript to the interviewee for correction, and include the recording or transcript in the record of the investigation; and
- Pursue diligently all significant issues and leads discovered that are determined relevant to the investigation, including any evidence of any additional instances of possible research misconduct, and continue the investigation to completion.

All institutional members will cooperate with institutional officials in the review of allegations and the conduct of inquiries and investigations. Institutional members, including respondents, have an obligation to provide evidence relevant to research misconduct allegations to the committee or other institutional officials.

The respondent shall receive a copy of the draft investigation report and, concurrently, a copy of, or supervised access to, the evidence on which the report is based, and be notified that any comments must be submitted within 30 days of the date on which the copy was received and that the comments will be considered by the institution and addressed in the final report.

### **Final Report**

After reviewing all data, the committee will decide if the charge of misconduct is or is not substantiated. At least three of the five members must agree that the investigator is guilty of misconduct before such a decision can be rendered. At the end of the investigation, the committee shall draft a written report of its findings and recommendation. If a decision is not

unanimous, a minority report will be attached to the majority report, outlining the reasons for dissent.

The final report should include:

- Names and qualifications of individuals comprising the investigative committee.
- A summary of findings, including any facts and analysis which support the committee's conclusion.
- A summary of testimony given by witnesses and respondent. All witnesses and the respondent should be given the opportunity to review their testimony and allowed to comment upon and revise the summary of their interview. These comments and revisions should be attached to the report.
- A conclusion as to whether research misconduct took place and if so, whether it was determined to be falsification, fabrication, or plagiarism, and whether it was intentional, knowing, or reckless.
- A minority report, if necessary.
- A list of any publications from the respondent that need corrections or retractions.
- A list of any current grants or proposals that the respondent has pending with any external funding agencies.
- Recommendations on appropriate administrative actions if guilt has been determined. These may include but are not limited to:
  - Removal of the responsible person from the particular project
  - A letter of reprimand
  - Special monitoring of future work
  - Withdrawal or correction of all pending or published abstracts and papers emanating from the research where misconduct was found
  - Probation for a specified period with conditions specified
  - Suspension of rights and responsibilities for specified period, with or without salary
  - Initiation of steps leading to possible rank reduction or termination of employment
  - Restitution of funds, as appropriate

The chair of the investigation committee shall forward copies of the final report and attachments to the Provost, the Dean, and the respondent. At that time, no additional evidence may be introduced into the record.

### **Administrative Action**

The Provost will receive the final investigation report and, after consulting with the Dean and/or other institutional officials, decide the extent to which the College accepts the findings of the investigation and determine appropriate institutional administrative actions. The investigation process is completed when the Provost provides a final determination in writing.

When a final determination on the case has been reached, the Dean will notify both the respondent and the complainant. If applicable, the Provost will provide a copy of the final report to the Director of Grants and Contracts, who will ensure the report, the decision of the Provost, and a description of any pending or completed administrative actions are provided to the appropriate federal agencies within 120 days of the start of the investigation process. The Provost will also determine whether law enforcement agencies, professional societies, professional licensing boards, editors of journals in which falsified reports may have been published, collaborators of the respondent in the work, or other relevant parties should be notified of the outcome of the case.

If applicable, the sponsoring federal agency may also impose administrative actions, including 1) suspending or terminating an active award, or restricting designated activities or expenditures under an active award; 2) special reviews of all requests for funding from an affected individual or institution to ensure that steps have been taken to prevent repetition of the misconduct; 3) requiring special certifications, assurances, or other administrative arrangements to ensure compliance with applicable regulations or terms of the award; 4) restricting or suspending participation as a reviewer, advisor, or consultant; and 5) debarment or suspension of an individual or institution from participation in Federal programs.

### **Timeline**

The entire investigation process is to be completed within 120 days, including appointing a committee, conducting the investigation, preparing the report, providing the draft report for comment by the respondent, preparing and sending the final report to the Provost (with all attachments) for final determination, and submitting this information to the federal agency, if applicable. If it is determined that the investigation will take longer than 120 days, a written request for an extension, setting forth the reasons for the delay, will be submitted to the appropriate federal agency, if applicable.

### **Right to Appeal**

Individuals may appeal the judgment of the investigating committee and/or the administrative action. A written statement of the grounds for appeal must be submitted to the Provost within 30 days of written notification of the results of the investigation. Grounds for appeal include previously unconsidered evidence, administrative actions not in keeping with the findings, conflict of interest not previously known among those involved in the investigation, and other lapses in due process. Upon receipt of a written appeal, the Provost will evaluate the evidence and make a determination. The Provost will forward his/her conclusions and recommendations to the President. The President, may, at his/her discretion, reopen the investigation. The President's decision will be binding on all parties and will be conveyed to all involved in a

timely fashion. Appeals must be completed within 120 days of its filing, unless a written request for an extension has been approved by the federal funding agency, if applicable.

### **Maintaining Records**

Unless advised otherwise in writing by the federal agency, the College will maintain records of research misconduct proceedings in a secure manner for seven years after completion of the proceeding. The Dean is responsible for providing any information, documentation, research records, evidence, or clarification requested by the federal agency to carry out its review of an allegation of research misconduct or of the College's handling of such an allegation.

## **G. Other Considerations**

### **Admission of Research Misconduct**

At any point during the inquiry or investigation process, the respondent shall be given the opportunity to admit that research misconduct occurred and that he/she committed the research misconduct. Upon the respondent's admission, the Provost, in consultation with the Dean and other institutional officials, may terminate the inquiry or investigation process and move to determine appropriate administration actions. The institution's acceptance of the admission and any proposed administrative actions must be approved by the funding agency sponsoring the research, if applicable.

### **Resignation Prior to Completion of Inquiry or Investigation**

If the respondent, without admitting to misconduct, elects to resign his or her position after an allegation of research misconduct has been received, all proceedings under this policy shall continue. If the respondent refuses to participate in the process after resignation, the investigation committee shall use its best efforts to reach a conclusion concerning the allegations, noting in its final report the respondent's failure to cooperate and its effect on the review of the matter. The final report, the decision of the Provost, and a description of any recommended administrative actions will be provided to the appropriate federal agencies, if applicable.

### **Restoration of the Respondent's Reputation**

Following a final finding of no research misconduct, and with the concurrence of the federal sponsoring agency, if applicable, the Dean and Provost must undertake all reasonable and practical efforts to restore the respondent's reputation. All individuals related to the review process, including the Provost, the President, and the respondent's immediate supervisor or chair will be notified that the charge of misconduct in research was unfounded.

### **Protection of the Complainant, Witnesses, and Committee Members**

During the research misconduct proceeding and upon its completion, regardless of whether the College or federal agency determines that research misconduct occurred, the Dean must undertake all reasonable and practical efforts to protect the reputation of, or to counter potential or actual retaliation against, any complainant who made allegations of research misconduct in good faith and or any witnesses and committee members who cooperate in good faith with the research misconduct proceeding.

### **Allegations Not Made in Good Faith**

If relevant, the Provost will determine whether the complainant's allegations of research misconduct were made in good faith, or whether a witness or committee member acted in good

faith. If the Provost determines that there was an absence of good faith, he/she will determine whether any administrative action should be taken against the person who failed to act in good faith.

## **RESIGNATION**

A faculty member may terminate his/her appointment effective at the end of an academic year, provided that he/she gives notice in writing to the Provost at the earliest possible opportunity, but not later than 30 days after receiving notification of the terms of his/her appointment for the coming year.

## **POLICY DESCRIBING RETIREMENT BENEFITS FOR TENURED FACULTY POLICY**

### **I. Introduction/General Information**

Rollins College has amended and restated this Policy Describing Retirement Benefits for Tenured Faculty (the “Policy”) in order to financially assist eligible tenured faculty interested in taking retirement. The Policy is intended to be a “bona fide employee benefit plan” as that term is used in the Age Discrimination in Employment Act of 1967 as amended from time to time. The Policy is also intended to be a defined benefit plan, as defined by the Employee Retirement and Income Security Act (“ERISA”), which is “unfunded and maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.”

Benefits from the Policy are to be paid exclusively from Rollins’ general assets and are not insured or guaranteed by any third party, including the Pension Benefit Guaranty Corporation.

### **II. Definitions**

Administrator - The term “Administrator” as used herein means the Assistant Vice President of Human Resources and Risk Management or such other person or committee as may be appointed by Rollins. The Administrator shall have the power to construe and interpret the provisions of the Policy, to decide all questions of eligibility and amount of benefits to be provided under the Policy, and to establish any rules and procedures needed to carry out the Policy. The Administrator shall have complete discretionary control and authority to administer all aspects of the Policy. The interpretations and decisions of the Administrator shall be final, conclusive and binding on all faculty members and any person representing a faculty member, unless the faculty member or the person representing him/her provides clear and convincing evidence that the Administrator acted arbitrarily and capriciously. When making a determination or calculation, the Administrator shall be entitled to rely on information furnished by an applicant faculty member, his/her beneficiary or other Rollins administrator.

Base Salary - The term “Base Salary” applies to a faculty member’s annual wages exclusive of any overloads, stipends, or fringe benefits such as bonuses, retirement plan contributions, and insurance.

### **III. Effective Date**

This Policy shall become effective January 1, 2001. This amendment and restatement of the policy shall be effective for the academic year beginning September 1, 2012.

### **IV. Benefit Plan**

#### **Retirement Plan (the “Plan”)**

##### **1. Eligibility**

Only tenured faculty who are at least 60 years of age, but not more than 70 years of age, and whose age plus years of full-time Rollins service total at least 75 on or before the effective date of retirement shall be eligible to participate in the Plan. Eligible faculty can retire only on May 31 of any academic year (an academic year is defined as September 1 – May 31)

##### **2. Benefits. There are two kinds of benefits: 80% and 40%. Faculty members are eligible for one of these two benefits depending on their years of service and their age**

###### **a. Eligible faculty members eligible for the 80% benefit:**

Eligible faculty members who will be at least 60 or will reach the “normal” social security age (see chart below) on or before August 31 of the year in which the faculty member’s resignation will become effective and who elect to participate in the Plan shall receive a one-time sum equal to 80% of the faculty member’s Base Salary for the academic year in which the faculty member retires. This payment shall be made in one-time lump sum payment, on September 30 of the calendar year of the faculty member’s retirement. Payments made under the Plan shall not be considered “compensation” for purposes of determining any benefits provided under any pension, savings or other benefit plan maintained by Rollins.

###### **b. Eligible faculty members eligible for the 40% benefit:**

Eligible faculty members who are past the “normal” Social Security age as defined in (a) above and (c) below but not yet 71 years of age on or before August 31 of the year in which the faculty member’s resignation will become effective and who elect to participate in the Plan shall receive a one-time lump sum equal to 40% of the faculty member’s Base Salary for the academic year in which the faculty member retires. This payment shall be made in one lump sum payable on September 30 of



the calendar year of the faculty member's retirement. Payments made under the Plan shall not be considered "compensation" for purposes of determining any benefits provided under any pension, savings or other benefit plan maintained by Rollins.

**c. Social Security Normal Retirement Age Chart:**

<b>Year of Birth</b>	<b>Normal Retirement Age</b>
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960	67

**Note:** Persons born on January 1 of any year should refer to the normal retirement age for the previous year.

**3. Application Process**

An eligible tenured faculty member desiring to participate in the Plan must:

On or before September 1 of the academic year in which the faculty member wishes to retire, notify his/her Dean in writing of her/her intent to retire

Contact the Administrator (Human Resources) to insure that all eligibility requirements under the Plan are met and receive a copy of the release form to be signed and executed.

A signed retirement agreement and release are to be submitted by the faculty member to the Dean no sooner than January 15 of the calendar year in which the faculty member is to retire. The signed retirement agreement and release must be received by the appropriate Dean on or before **the later of:** (i) January 15 of the calendar year, or (ii) forty-five days (45) from the date the form was provided to the faculty member but cannot be signed and submitted to the administration sooner than January 15. The retirement agreement will not be accepted prior to January 15 of the year in which the faculty member is to retire.

A tenured faculty member desiring to participate in the Plan must resign his/her tenure by executing the written Retirement Agreement and Release form, effective at the end of the academic year (May 31) in which he/she elects to retire. The executed document waives and releases Rollins from any and all claims, known and unknown, that may have theretofore accrued, including any claims arising under the Age Discrimination in Employment Act.

The Administrator (Human Resources) is responsible for insuring that all eligibility requirements of the plan are met. The Administrator shall compute the amount to be paid to the retiring faculty member and notify the faculty member of that amount. If an application to retire is denied, the Administrator shall provide the faculty member with a written notice of denial. A notice of denial shall include: (1) the specific reason or reasons for the denial; (2) specific reference to policy provisions on which the denial is based; (3) a description of any additional information or material necessary to perfect the faculty member's application and an explanation of why such material or information is necessary; and (4) information as to the steps to be taken if the person wishes to submit the application denial for review.

Pursuant to the Older Workers Benefit Protection Act, the faculty member has a forty-five (45) day period from date of receipt to consider and accept this Retirement Agreement. Once having executed the agreement the faculty member has seven (7) days in which to revoke the agreement. The effective date of the Retirement Agreement shall be eight (8) days after the date on which the faculty member executes the Retirement Agreement.

The faculty member is advised to seek legal counsel to ask any questions regarding the terms of this Retirement Agreement and the tax and other ramifications of participation in the Policy.

## **V. Death of Faculty Member**

No retirement benefits under this Policy shall be payable to any person upon, after or on account of the death of a faculty member except that, if an eligible faculty member dies after the effective date of the eligible faculty member's retirement and resignation of tenure, outstanding payments shall be made to the eligible faculty member's estate.

## **VI. Termination or Denial by Administrator**

The Administrator may terminate a faculty member's participation in the Policy, prospectively or retroactively, or may deny participation in the Policy to any individual, if the Administrator determines that such termination or denial is necessary in order to maintain the Policy as a "plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meanings of Sections 201(2), 301(a)(3), 401(a)(1) and 4021(b)(6) of ERISA.

## **VII. Notices**

Any notice required under the Policy shall be deemed to have been given when delivered in person or three (3) business days after the notice is postmarked by the U.S. Postal Service to be delivered to the last known address of the faculty member or to the Provost or Administrator at his/her then current Rollins' business address.

### **VIII. Alienation of Benefits**

No benefit, payment, proceeds or claim under this Policy shall be subject to any claim of any creditor of a faculty member and, in particular, the same shall not be subject to attachment or garnishment or other legal process by any creditor, nor shall an eligible faculty member have any right to alienate, anticipate, pledge, encumber or otherwise assign the payment or proceeds which he/she expects to receive, contingently or otherwise, under the policy, except as otherwise mandated by law.

### **IX. Taxes and Withholdings**

Any and all amounts payable under this Policy shall be subject to such tax and other withholdings as are determined by the College to be required by law. **Faculty members should consult with a licensed accounting professional to review and consider the tax ramifications of electing to participate under the Policy.**

### **X. Other Retirement Benefits / Agreements**

Eligible faculty members may also be eligible for additional retirement benefits pursuant to Rollins' Policy 300.12. Faculty members should review Policy 300.12 and consult with the Human Resources Department to ascertain eligibility for such benefits.

Nothing in this Policy shall preclude Rollins and an eligible faculty member from agreeing to such other terms related to retirement as may be mutually acceptable to the parties. In addition, this Policy shall not affect any other plan or policy of the College relating to employment or retirement, except as specifically provided herein or as mutually agreed in writing by Rollins and the faculty member.

### **XI. Forfeiture of Rights**

No amounts shall be payable under this Policy to any faculty member whose employment is terminated as a result of disciplinary action by Rollins or who retires after having been found to have committed actions or offenses that could have led to termination of employment. If a charge, complaint or investigation related to a faculty member's conduct is pending, benefits under this Policy shall be delayed until such proceedings are concluded.

### **XII. Dispute Resolution**

Any faculty member who disagrees with any determination or computation of the Administrator may request reconsideration by the Administrator. A request for reconsideration must be in writing and delivered to the Administrator within sixty (60) days after the faculty

member is provided notice of the determination or computation. In conjunction with a request for reconsideration, a faculty member may request to review all pertinent documents relating to the determination or computation. The Administrator will review a request for reconsideration as expeditiously as possible and notify the faculty member of the results of the review in writing. Written notification shall contain specific reasons for the Administrator's decision as well as specific references to plan provisions pertinent to the decision. If a decision on review is not made within sixty (60) days after the written request for review is received by the Administrator, the claim will be considered denied.

### **XIII. Amendments or Termination of Plan**

Rollins reserves the right to amend or terminate this Policy, or any part thereof, at any time upon written notice to faculty members. Failure to give notice of amendment or termination to any eligible faculty member shall not affect the effectiveness of the amendment or termination with respect to other faculty members to whom notice is given. Except as otherwise set forth herein, no amendment or termination shall adversely affect the benefits of any eligible faculty member who has retired pursuant to this Policy prior to the effective date of the amendment or termination. This Policy is a voluntary undertaking on the part of Rollins. It is not a contract between Rollins and any individual. Participation in the Policy does not provide any individual the right to be retained in the employ of the College, or any right or interest in the Policy other than as herein provided.

### **XIV. Severability**

If any provision of this Policy shall be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof and the Policy shall be construed and enforced as if such provision did not exist.

### **XV. Legal Compliance**

Rollins intends that the Policy will comply with all applicable laws and government regulations. The Policy shall be construed, administered and governed, in all respects, by the laws of the State of Florida to the extent that those laws are not pre-empted by ERISA.

09/15/2011

### **RETALIATION**

Rollins College does not tolerate, and strictly prohibits, any form of retaliation, including firing, demoting, and harassing, against an employee or a student who has filed a charge of discrimination, has complained about discrimination, participated (or is participating) in a proceeding, such as an investigation or lawsuit, or supports those who do so. The College adheres to federal laws against retaliation, such as those enforced by Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.

## **SEPARATION FROM EMPLOYMENT**

Faculty ending employment at the end of the academic year will have all pay, employment privileges, and benefits end on May 31st of the terminal year.

The details of this arrangement are as follows:

### **Salary**

- Any deferred salary due would be paid out on the May payroll. This includes May, June, July, and August for faculty paid over twelve months. This gives the faculty member the benefits of having all money due to accrue interest on his/her behalf and to assist in his/her transition to other employment.

### **Employment Privileges and College Property**

- All employment privileges, such as library and facilities use, parking, email, campus pipeline access, etc., will end May 31<sup>st</sup>.
- All College property, such as keys, R card, parking permit, books and materials, should be returned by May 31<sup>st</sup>.
- Office space is to be available May 31<sup>st</sup> to allow the department to prepare the space for incoming faculty.

### **Benefits**

- Retirement contributions will be made on all salary due for May through August.
- COBRA options will be offered as of May 31<sup>st</sup> on flexible spending accounts, health, dental, and vision insurance. COBRA gives the participant sixty days to elect continuation of coverage for up to 18 months.
- Cancer, Heart Care, Voluntary Life and Long Term Care are portable. Coverage will end May 31<sup>st</sup>. The participant has the option to continue the policy at the same rate he or she was paying as an active employee.
- College life insurance, disability, and all other College-provided benefits will end May 31<sup>st</sup>. College life insurance has a conversion option to continue coverage if elected within 31 days of May 31<sup>st</sup>.

Questions should be directed to the Human Resources Department at 407-646-2353.

## **SEXUAL HARASSMENT**

Rollins College is committed to creating and maintaining a community in which students, faculty, and administrative staff can work together in an atmosphere free of all forms of harassment, exploitation, or intimidation, including sexual. Specifically, every member of the College community should be aware that Rollins is strongly opposed to sexual harassment and that such behavior is prohibited both by law and by College policy. It is the intention of the College to take whatever action may be necessary to prevent, correct, and if necessary, discipline behavior which violates this policy.

### 1. Policy:

In keeping with efforts to establish an environment in which the dignity and worth of all members of the institutional community are respected, it is the policy of Rollins College that sexual harassment of students and employees is unacceptable conduct and will not be tolerated.

2. Definition:

Unwanted and unsolicited sexual advances, requests for sexual favors, and other deliberate or repeated communication of a sexual nature, whether spoken, written, physical or pictorial, shall constitute sexual harassment when:

- A. submission to such conduct is made either, implicitly or explicitly, a term or condition of an individual's employment, academic status or participation in College sponsored activities;
- B. rejection of such conduct is used as the basis, implicitly or explicitly, for imposing adverse terms and conditions of employment, academic status or participation in College sponsored events; or
- C. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working or learning environment.

3. Resolution Procedures:

It is the policy and practice of Rollins College to thoroughly investigate and remedy any known incidents of sexual harassment. In order to do this, sexual harassment must be reported. Accordingly, anyone who feels aggrieved because of sexual harassment is encouraged to communicate their problem immediately. The complete resolution procedure can be found in the following Grievance Procedure.

## **TRAVEL POLICIES**

Rollins College recognizes participation in professional meetings and attendance at conferences and institutions to be an important form of professional development and scholarly exchange. Funds are budgeted for faculty travel and administered through respective deans and directors.

### **Travel - Professional Meetings**

Faculty travel funds are administered through the offices of the appropriate deans/directors. Their purpose is to further the professional development of faculty members by providing assistance to attend and participate in professional meetings. A faculty member seeking funds in advance should file an "**Advanced Prepaid Expense Request**" form at least two weeks prior to that travel.

Faculty may be asked to predict their travel for the coming year in order to ensure the equitable allocation of available funds. After consultation with the Professional Standards Committee, the appropriate dean/director may apply restrictions to travel

### **Travel – Forms and Deadlines**

Advance/Prepaid Expense Request. Advance requests should be submitted to the appropriate dean on a Travel Advance/Prepaid Expense form for approval. If the cash advance exceeds \$1K, approval of a Vice President is required. Once approved, the form must be submitted to the accounts payable department at least three weeks prior to departure.

Expense Report Forms. All faculty travel must be reported by completing a Travel Expense Report form (TER).

1. Expense reports should be completed within fifteen (15) days of returning from your trip. (College and IRS policy requires that all advances and prepaids must be accounted for within fifteen (15) days of travel.)
  2. Reimbursement of expenses will be direct deposited into the employee's payroll bank account.
  3. Expenses must be broken down/entered on a daily basis.
  4. International currency spent must be converted to U.S. dollars for the expense report and the exchange rate used must be provided under explanatory notes.
  5. Faculty should provide both daily/category totals for all expenses. They must submit **ORIGINAL RECEIPTS** as required by the College's *Travel and Expense Policies and Procedures* (<http://r-net.rollins.edu/finance/pay/travel/index.html> )
1. Advances and Prepaid expenses must be recorded in the table in the lower right-hand corner of the expense report. If the advance amount exceeds the amount spent, reimbursement must be made to the College via a personal check made out to Rollins College.

Expense reports must be reviewed and approved by the appropriate dean prior to being forwarded to the travel department for payment.

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*Rev. 7-17-09*

*Rev. 10-18-1*

*Rev. 9-26-11*

*Rev. 11-01-11*

*Rev. 7.31.14*

*Rev. 10.22.14*

*Rev. 7.9.15*

