



HUMAN RESOURCES POLICIES AND PROCEDURES



2024 HANDBOOK

College of the Marshall Islands

HUMAN RESOURCES POLICY AND PROCEDURE HANDBOOK

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Introduction

The College of the Marshall Islands (hereinafter referred to as the “College”) recognizes the fundamental need to have policy, and certain procedures to carry out policy, in order to guide the College toward its stated mission. Written policy is a guide in making decisions and helps to reflect the general practices to be followed by the College Human Resources function.

It is the belief of the College that policies should be dynamic in nature to appropriately and fairly govern the relations of this institution with its students, Employees, and community. The policies found in this Handbook should be reviewed on an ongoing basis and added to or modified when appropriate.

The adoption of policy is a power and important duty of the Board of Regents. However, the Board deems it necessary for the process of policy formation and modification to be a shared effort of the Board, College faculty, staff and administration. College policies must be in keeping with the rules and regulations of the Republic of the Marshall Islands and other governmental authorities as may be required by law or as a condition of funding.

The College’s Human Resources Policies and Procedures Handbook is to be made available and accessible to all College Employees. The Handbook is accessible online on the College website: <https://cmi.edu/human-resources-department/human-resources-policies-and-procedures/> and on the Employee Web Service(EWS). Copies are to be located in the College library, the office of the College President, and the administrative offices of College departments.

Note: *The Policies contained in this Handbook are in Italics, to facilitate reference.*

This Handbook supersedes all previous Handbooks and applies to all College employees, including Faculty. The policies and procedures outlined in this Handbook will be applied at the discretion of the College.

Employment with the College is subject to the terms and conditions in this Handbook and each employee is responsible for its content. This Handbook is not a contract and the policies contained within do not change an employee’s employment status as set forth in the employee’s individual employment contract. Instead, it has been prepared as a reference device to help employees in understanding both the employment policies of the College, as well as the benefits provided by the College. Some employees may have separate written agreements pertaining to their employment. If any of the policies in this Handbook conflict with any negotiated agreement, country or local laws or regulations, then the negotiated agreement, country, state, or local laws or regulations will supersede the College’s policy in those specific instances.

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Employees should read the Handbook carefully and maintain it for future reference. Whenever an employee has a question about basic employment information such as jobs, benefits, and College policies or procedures, s/he should initially refer to her/his copy of the Human Resources Policy. Every employee should feel free to ask his/her Supervisor or Human Resources Representative any questions s/he might have about the Handbook.

This Handbook is the property of the College.

College Vision, Mission and Philosophy- <https://cmi.edu/mission-and-vision/>

Mission:

The College of the Marshall Islands will provide our community with access to quality, higher and further educational services, prioritize student success through engagement in relevant Academic, Career and Technical Education, and be a center for the study of Marshallese Culture. It will also provide intellectual resources and facilitate research specific to the needs of the nation

BOR approved 1st December, 2020.

Vision:

The College of the Marshall Islands will become a model educational center for the nation.

BOR approved 1st December, 2020.

Philosophy:

We believe that quality education is essential to the well-being of individuals and to the wellbeing of the Marshallese people as a whole, now and in the future. We are therefore committed to the creation of an educational environment where individual differences of gift, potential, and belief are recognized; where personal choice, responsibility, and growth are encouraged; and where educational content addresses the general and specific needs of the students, the local community, and the nation. We further believe that integration of theoretical knowledge and practical experience is a fundamental value of successful education in our rapidly changing society. Achieving this integration of the theoretical and the practical requires a blend of flexibility and consistent evaluation.

BOR approved 1st December, 2020.

Employee Attributes

CMI's faculty and staff demonstrate their dedication to the Mission and Vision of the College through the following core employee attributes (competencies):

1. RESPECT

I will:

- Treat my co-workers, supervisors and students courteously and politely at all times.
- Respect the property of others and of the College.
- Utilize internal resources to resolve employment problems (discussions with supervisor, department Administrator, Human Resources, grievance process, etc).
- Respect the privacy of my co-workers, students and external partners of CMI in the discharge of my duties.
- Use appropriate and respectful words and actions when communicating with my co-workers, direct reports and supervisors in the performance of my duties.
- Show respect for my colleagues, students and external partners of CMI by dressing appropriately in accordance with the requirements of my job.

2. INTEGRITY

I will:

- Respect and adhere to the terms of my employment contract through my daily attendance and timely arrival at my workplace.
- Use College property and resources only for legitimate work purposes (email, facsimile machines, computers, copiers and other College equipment).
- Understand and follow College policies and practices.
- Be honest in the performance of my duties and interactions with my co-workers. Praise in public; Coach in private.
- Be ethical in the performance of my duties.

3. CULTURAL SENSITIVITY

I will:

- Respect, include and recognize my colleagues and their differences.
- Understand the benefits of a diverse workforce.
- Be inclusive to new people and their ideas.
- Seek to understand different points of view.
- Understand and promote opportunities to experience diversity on campus for myself and others.
- Use appropriate language and give relevant information to students and their family about studying at CMI.
- Show consideration and sensitivity to others and communicate with empathy and understanding.
- Be sensitive to the culture and practices of the RMI

4. CUSTOMER RELATIONSHIPS

I will:

- Understand the need for and benefit of quality service.
- Deliver high quality service to my campus partners, students and external stakeholders of CMI
- Adapt service delivery within the provisions of CMI standards to meet the needs of my customer base.
- Seek feedback from my ‘customers’ on quality of service and suggest improvements based on feedback.
- Continuously seek ways to improve service delivery to my customers.
- Use polite and welcoming words such as “Iokwe,” “Kommool tata,” “please,” “excuse me” and “you’re welcome.”
- Always seek to meet the immediate need of my customers and when I am unable to, I will gladly take him or her to someone who can.
- Offer to help and if I am unable to personally assist a student, member of the public or co-worker, I will direct them to someone who can.

5. TEAMWORK

I will:

- Develop and maintain effective working relationships with my co-workers and external stakeholders of CMI.
- Work effectively and cooperatively with others.
- Appreciate and value the contributions of others.
- Demonstrate flexibility and willingness to step out of my comfort zone to support team and department goals.
- Be positive and acknowledge and celebrate successes of my co-workers.
- Let my team and my supervisors know if I will be away from my work station.

Employment Definitions

Employee means any Faculty or Staff under contract with the College in a Permanent or Temporary Position. The employment relationship created by contract between the College and the Employee is voluntarily entered into and is at the will of both the College and the Employee. The employment relationship, therefore, may be terminated at any time and for any reason or no reason by either the College or by the Employee, consistent with the applicable laws and policy.

Faculty means Employees of the College who are appointed to positions that are responsible for and whose performance evaluations are primarily based on teaching, research and public service goals and objectives of the College. The title given to Faculty is Instructor. Faculty compensation is derived from the Faculty Salary Scale. Faculty are subject to the terms and conditions set forth in their individual contracts and the Faculty Handbook, in addition to this Human Resources Policy and Procedures Handbook.

Academic Department Chair means a Faculty member of the College appointed on a Five Year term in consultation with department members to be responsible for directing an academic department.

Non Instructional Faculty means Employees involved with research or teaching programs who require professional and intellectual freedom, including librarians, cooperative extensionists, scientists, and researchers.

Staff means individuals employed primarily for work providing and administration and support and academic and student support.

Administrator means the President of the College and the Employees who report to the President who are responsible for planning, organizing, directing, controlling and evaluating the activities of major segment(s) of the College. Administrative titles currently include President, Executive Vice President and Vice Presidents.

Head of Department means Employees in Management Level 6 who report directly to Administrators and are responsible for a major department (multiple systems and/or broad supervisory responsibilities). Management titles of currently include Dean and Director.

Management Levels 4 and 5 means Employees in positions with first level supervisory responsibilities within a department or management responsibility for a minor sector within a department with little or no supervisory responsibility.

Professional Staff means Staff Employees who are in a position which requires a professional qualification and intellectual freedom.

Technical Staff means Employees with technical responsibilities who are paid on an hourly basis.

Support Staff means Employees with clerical and Handbook labor responsibilities who are paid on an hourly basis.

Permanent Position means a position established by the College that is Full Time, continuing in nature and which entitle the incumbent to an initial contract of three years.

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Full Time/Permanent means a position where the incumbent is scheduled to work 40 hours or more per biweekly pay period and whose position is designated to be active for twelve months or more.

Part Time/Permanent Position means a position where the incumbent is scheduled to work for less than 40 hours per biweekly pay period and whose position is expected to be active for more than twelve (12) months.

Temporary Position means a position that will be active for less than twelve (12) months. Temporary positions include the following:

1. Positions which do not last more than the academic or budget year;
2. Positions which are seasonal in nature;
3. Positions which are part-time and /or intermittent in nature;
4. Positions which are appointed under the provisions of this policy for Limited Term and Contingency Appointments.

Full Time/Temporary Positions

1. Limited Term Appointment – a Full Time Temporary appointment to fill a temporary position or to fill a temporary vacancy in a Permanent Position.
2. Contingency Appointment - a Full Time Temporary appointment made at the discretion of the President in any category of employment, but limited to a term of one (1) year. Salaries for Contingency Appointments are derived from the appropriate salary scale.

Chapter One: Authority and Purpose

1.1 Authority

The College's Human Resources Policy and Procedure Handbook is authorized by the Board of Regents pursuant to its By-Laws. The Board of Regents, at all times, reserves the right to add to, delete from, alter, amend or waive Human Resources policies. The President is the executive agent of the Board of Regents and oversees Human Resource Policy interpretation, administration and enforcement.

1.2 Statement of Purpose

1.2.1 This Handbook articulates the Human Resources policies, rules and regulations enacted under the authority of the College's Board of Regents. It explains how these policies, rules and regulations affect employment by and management of the College.

1.2.2 The Human Resources policies of the College are an essential part of the program of public education in the community. Through its Human Resources policies, the College establishes conditions that will attract and retain the highest qualified personnel for all positions, thereby maintaining a Faculty and Staff that are devoted to the education and welfare of our students.

1.2.3 Policy development must be approached with an attitude of mutual good faith and good will. Human Resources policies should also include channels of communication and procedures for the handling of professional and ethical problems, through which all persons or groups affected may voice their opinion.

1.2.4 These Human Resources policies shall apply to all Employees, including grant funded Employees, of the College unless otherwise stated.

1.3 Authority of President Regarding Human Resources Policies and Procedures

The President is the executive agent of the Board of Regents and oversees the interpretation, administration and enforcement of the Board-approved Human Resources policies. In order to fulfill the requirements of the College's day-to-day operation, the President shall also have the power to interpret the Human Resources Policies, clarify them, and act in matters where no policy guidelines exist. Such actions shall be guided by the best interest of the College and its Employees and shall be subject to review by the Board of Regents. Final appointing authority (conditions of employment and termination) for all Employees at the College, including grant program Employees rests with the President.

1.4 Sole Authority

The Board of Regents is the ultimate governing and policy-making body for all campuses and components within the College's administrative jurisdiction. Human Resource policies shall be administered by and through the President and delegated as he or she deems appropriate. All Human Resource policies of the College shall be administered uniformly in all campuses and components, unless otherwise specifically exempted by the Board of Regents for reasons it deems justifiable.

1.5 Clerical Errors

Corrections of clerical errors such as policy numbering and typographical errors will not invalidate any Human Resource policy or procedure. Changes in page numbering, layout, and formatting will not invalidate any College policy or procedure.

1.6 Cross Referencing

The addition of cross referencing notes to applicable RMI laws, U.S. federal laws, and other College policies and procedures do not invalidate any policy or procedure contained herein. As executive agent of the Board, the President may cause cross referencing notes and clarifying forms, documents, and procedures to be added or appended.

1.7 Revision

1.7.1 Procedure for Revision of the *HR Policy and Procedure Handbook*

The following procedure is adopted as an orderly process for the initiation and consideration of amendments to the *HR Policy and Procedure Handbook*.

a. Origin of Proposals

Proposals for revising the *HR Policy and Procedure Handbook* are made by the Human Resources Committee. Proposals for revising the *HR Policy and Procedure Handbook* may also be made by ten (10) voting members of the Staff and/or Faculty Senate by petition. All proposals for revision are to be forwarded to the Executive Council for review and recommendation to the President. It is recommended that:

- i. Proposals be made in the form of texts intended to replace, in whole or in part, some current expressions of the *HR Policy and Procedure Handbook*;
- ii. A particular proposal contains no more than one alteration of substance;
- iii. A brief explanation of the reason(s) for proposing the revision accompanies the proposal.

b. Types of policies (refer to *Policy on Policies*)<https://www.cmi.edu/wp-content/uploads/2021/02/Policy-on-Policies-1.pdf>

The three types of policies at the College are defined as follows:

- i. ***Governance Policy***: Those policies of mission, program and general operating conditions set by the Board of Regents;
- ii. ***Executive Policy***: Those policies of fiscal, facility and personnel management established by the president, in consultation with VP's in response to governance policy;
- iii. ***Operational Policy***: Those policies of work environment and expectation set by deans and directors of activities in response to executive policies.

c. Role of the President

h. Previous Revisions

Revisions of the Human Resources Handbook were approved by the Board of Regents on February 23, 2004; March 3, 2004; March 24, 2004; September 7, 2004; October 12, 2005; April 7, 2006; August 14, 2006; September 4, 2006; January 29, 2007; November 22, 2007; April 8, 2008; May 18, 2009; August 1, 2009; August 2011; August 2012; August 2013; December 2014; May 2015; June 2016; September 2016; December 1, 2016; June 20, 2017; February 14, 2018; September 24, 2018; February 12, 2019; August 18, 2020; October 6, 2020; October 13, 2020; December 1, 2020; May 25th, 2021; December 1st, 2021, March 16th, 2022 ; April 6th, 2022; August 8th, 2022; November 28th, 2022, March 18, 2024

1.8 Freedom of Expression and Dissent

1.8.1 Policy

a. Freedom of speech and dissent.

The College prizes and defends freedom of speech and dissent. It affirms the right of teachers and students to teach and learn, free from coercive force and intimidation and subject only to the constraints of reasoned discourse and peaceful conduct. It also recognizes that such freedom and rights entail responsibility for one's actions. Thus, the College assures and protects the rights of its members to express their views so long as there is neither use, nor threat of force, or interference with the rights of others to express their views. The College considers disruption of classes (whether, for example, by the abridgement of free expression in a class or by obstructing access to the place where normally meets) or of other academic activities to be a serious offense that damages the integrity of an academic institution.

b. Respect for the rights, dignity and integrity of others.

Respect for the rights, dignity and integrity of others is essential for the well-being of a community. Actions by any person which do not reflect such respect for others are damaging to each member of the community and hence damaging to the College. Each member of the community should be free from interference, intimidation or disparagement in the work place, the classroom and the social, recreational and residential environment.

1.9 Equal Employment Opportunity

1.9.1 Guidelines for Administration

Each Administrator shall abide by the "Equal Employment Opportunity" and "Non-Discrimination" guidelines of the College. Each Administrator shall also comply with the guidelines articulated in the Treaty among the governments of the Republic of the Marshall Islands, the Federated States of Micronesia and the Republic of Palau. Nevertheless, a hiring preference for citizens of the Marshall Islands shall also be implemented and such hiring preference shall not be considered a violation of the "Equal Employment Opportunity" or "Non-Discrimination" guidelines.

1.9.2 Equal Employment Opportunity Policy

- a. It is the policy of the College to provide equal employment opportunities to all qualified persons regardless of gender, race, color, religion, age, national or ethnic origin, sexual orientation, physical or mental disability, or veteran's status pursuant to, but not limited to, Titles VI and VII of the U.S. Civil Rights Act of 1964, Title IX of the U.S. Educational Amendments of 1972, U.S. Executive Orders 11246 as amended, Section 503 and 504 of the U.S. Rehabilitation Act of 1973, the U.S. Vietnam Era Veteran's Readjustment Assistance Act of 1974, the U.S. Age Discrimination Acts of 1974 and 1975 and other U.S. federal laws and regulations as may apply.*
- b. The College formally affirms its commitment to the goal of equal opportunity for its Faculty, students, Staff and Administrators. The College does not discriminate on the basis of race, color, gender, religion, age, sexual orientation, national or ethnic origin, ancestry, disability, marital status or veteran status.*
- c. Consistent with its obligations under law, the College is committed to providing qualified individuals access to all academic and employment programs, benefits, social and recreational programs, and activities on the basis of demonstrated ability, performance, and*

merit, without regard to personal factors that are irrelevant to the program involved. All employment and Human Resources policies and practices – recruiting, hiring, promotions, demotions, reassignments, transfers, selection or training, compensation, benefits, layoffs and recalls, terminations-will be administered according to U.S. EEO principles.

- d. The College reaffirms its policy of administering educational programs and related supporting services and benefits in a manner that does not discriminate because of a student's or prospective student's race, color, religion, gender, age, national origin, sexual orientation, veteran's status, physical or mental disability, or other characteristic that cannot lawfully be the basis for provision of such programs or services.*
- e. The College assigns a high priority to the implementation of its equal opportunity policy and College resources are devoted to assuring compliance with all laws prohibiting discrimination in employment and educational programs. The College strives to implement policies and programs that aid in overcoming the effects of past discrimination in regard to all of the protected groups. Since employment and education outcomes may be intertwined, the College will make every effort to promote the presence of both male and female roles of varying racial and ethnic backgrounds and disabilities in order to develop in Employees the multi-cultural attitudes and awareness which our laws intend to promote.*
- f. Discrimination or harassment against Faculty, Staff, or students will not be tolerated at the College.*
- g. Inquiries concerning the application of these laws and regulations may be directed to the Human Resources Office.*

1.10 Workforce Action Policy

- a. Policy.*

Subject to the requirement that a hiring preference be given to citizens of the Marshall Islands for all positions at the College, the College of the Marshall Islands strongly subscribes to the philosophy of equality of opportunity for all persons regardless of race, creed, color, sex, religion, national origin, ancestry, age, disability, marital status, sexual orientation, and veteran status, with respect to admissions, educational programs, employment and campus life.
- b. Annual Assessment of Workforce Demographics.*

A fundamental feature of this policy will be an annual assessment by the Human Resources Director of workforce demographics. This annual assessment will be incorporated in and be a regular element of the Human Resources Department's Program Review cycle. Such assessment will provide the basis for the development and implementation of initiatives in the following cycle.

1.11 Academic Organization

1.11.1 Vice President for Academic and Student Affairs

The Vice President for Academic and Student Affairs is the chief academic officer of the College and oversees all matters relating to academic and student affairs within the educational program. This officer works closely with other administrators to provide a broad and challenging curriculum that is consistent with the Mission Statement of the College and all policies that have been developed and approved to guide the development of the educational program. This officer reports to the President.

1.11.2 Dean, Academic Affairs

The College's Division of Academic Affairs is administered by the Dean of Academic Affairs. This officer reports to the Vice President for Academic and Student Affairs.

1.11.3 Department Chairs

The individual responsible for directing an academic department shall be known as the "Chair." Each department will have a Chair or acting Chair. A department Chair shares in the administration of the College, is responsible for representing views of the faculty to administrators, and for communicating administrative information to the department. Chairs are evaluated yearly by the Vice President for Academic and Student Affairs and the Dean of Academic Affairs according to procedures and outcomes agreed upon between the Chair and the Vice President for Academic and Student Affairs and the Dean of Academic Affairs.

i. Method of Selection

The Chair of a department is appointed by the Vice President for Academic and Student Affairs and the Dean of Academic Affairs, with the concurrence of the President. When a vacancy occurs, the Vice President for Academic and Student Affairs and the Dean of Academic Affairs, in consultation with the department members, will establish selection criteria and then determine whether an external or internal Chair will be sought.

If an internal Chair is sought, all members of the department will nominate a candidate giving their reasons for nomination. These nominations will be submitted in writing to the Vice President for Academic and Student Affairs and the Dean of Academic Affairs. If an external Chair is sought, the Vice President for Academic and Student Affairs and the Dean of Academic Affairs will form a search committee and the procedures described in the college's recruitment policy and procedures.

ii. Responsibilities

The department Chair has all of the responsibilities of a faculty member. In addition, the following responsibilities apply to the role of the Chair:

1. General Administrative Responsibilities – those pertaining to maintaining and improving the relationships of the department and the College community, such as:
 - a. Develop and implement the department's mission, goals, and student learning outcomes as they relate to the College mission and strategic plan.
 - b. Report accomplishments and concerns to administration.
 - c. Develop and evaluate department goals and objectives as they relate to

- College-wide goals and outcomes.
 - d. Serve as liaison with various units of the College.
 - e. Plan and conduct department meetings at least once a month and submit minutes of such meetings to the Vice President for Academic and Student Affairs and the Dean of Academic Affairs.
2. Business and Financial Responsibilities – those required for the financial management and conduct of the department, such as administering allotments for supplies and equipment, revising budgets, keeping records, and initiating and approving requests.
- a. Prepare and manage the budget.
 - b. Offer general oversight for specialized teaching equipment.
 - c. Work with the Vice President for Academic and Student Affairs, the Dean of Academic Affairs, and Finance Office in seeking outside funding.
 - d. Approve all department expenditures.
3. Personnel Oriented Responsibilities – those pertaining to the appointment, supervision, development, evaluation, or dismissal of any faculty person in the department.
- a. Assign faculty to teaching schedules, coordinating such schedules with the members of the department, the registrar, the other department Chairs, within the guidelines established by the Dean of Academic Affairs.
 - b. Assist the Dean of Academic Affairs and registrar in determining section enrollment limits and course cancellations, if any.
 - c. Support the professional development of the departmental faculty to maintain or improve their teaching abilities and professional competence.
 - d. Carry out the evaluation of department members for purposes of salary increases, retention, and promotion.
 - e. Assist with and review the proposals of departmental members for grants, travel requests, and sabbatical requests.
 - f. Consult with the Vice President for Academic and Student Affairs and the Dean of Academic Affairs in regard to faculty workload.
 - g. Share with administrators and department members the responsibility for full-time and adjunct faculty recruitment.
 - h. Support collaboration within the department and across the College.
 - i. Provide an on-going orientation for new faculty.
 - j. Supervise adjunct faculty.
4. Curriculum and Instruction Responsibilities – those relating directly to the planning and administration of curriculum and instruction including any revision, modification, adaptation, or development of teaching materials, or courses of study to:
- a. Ensure the academic quality of the department and its degree programs in collaboration with department colleagues.
 - b. Participate in the Curriculum Committee.
 - c. Where appropriate, support the formation of articulation agreements with other institutions.

- d. Prepare, with the assistance of the department, materials for the College Catalog and submit these materials to the Dean of Academic Affairs.
- e. Supervise and give critical, objective feedback regarding instructional practices, academic advising, scholarship, and community service.
- f. Initiate, plan, and develop new courses and programs to meet changing needs of the RMI.
- g. Where appropriate, coordinate accreditation activities and relationships with external agencies.

iii. Term of Office and Removal of Chair

The department Chair is normally selected in August, the beginning of the Academic Year, to serve a term of five years. The Chair may be reappointed if the department members so recommend and the Vice President for Academic and Student Affairs and the Dean of Academic Affairs concur.

The department Chair can be relieved of administrative duties at any time during the term of appointment. The Vice President for Academic and Student Affairs and the Dean of Academic Affairs can relieve the department Chair after consultation with the department and after the Chair has had the opportunity to respond concerning the specific issue.

Being relieved of administrative duties does not affect the individual's status as a faculty member. When a department Chair is to be absent for a period of one month or less, the Chair has the authority to appoint a substitute from within the department, with the authorization of the Vice President for Academic and Student Affairs and the Dean of Academic Affairs. When the absence is unforeseen or will be for more than a month, the Vice President for Academic and Student Affairs and the Dean of Academic Affairs will appoint an acting Chair after consultation with the department.

1.11.4 Dean of Faculty

The Dean of Faculty is a collegial dean and generally speaking, is not an administrator, although he or she may accept temporary administrative duties in some instances and with the approval of the vice President of Academic and Student Affairs. As the Dean of Faculty, he or she reports to the Vice President of Academic and Student Affairs. The Dean of Faculty teaches within a department of the College and reports as a regular faculty member to the Chairman of his or her department, unless a conflict of interest is present. In that case, the Dean of Faculty reports, in all matters, to the Vice President of Academic and Student Affairs.

The Dean of Faculty will attend and report to Faculty on all general meetings of the Board of Regents. A primary duty of the Dean of Faculty is as Faculty Ombudsman.

4.1 The Faculty Ombudsman operates according to the principles of the International Ombudsman Association:

- a. Independence: the Faculty Ombudsman is not an advocate for the administration or any individual faculty member.
- b. Impartiality: the Faculty Ombudsman remains neutral in all interactions.

- c. Confidentiality: interactions with the Faculty Ombudsman are confidential to the extent permitted by law. The Faculty Ombudsman's notes and other records are not subject to open records requests, and only aggregate numerical data is reported.
- d. Informality: interactions with the Faculty Ombudsman are informal wherein the Faculty Ombudsman listens to a person's concerns and suggests various approaches to resolving the issues.
- e. The Faculty Ombudsman reports anonymous, statistical data to the Vice President of Academic and Student Affairs annually.

1.11.5 The Faculty of the College

(i) Definition of Faculty

The faculty of the College shall consist of four distinct groups: full-time faculty; part-time per course adjunct faculty; special appointment faculty and Administrators with faculty rank, including professional librarians. Specific contract types and other specific contractual rights and responsibilities shall accrue to each specific group as defined in this handbook. In particular, part-time per course adjunct faculty have limited rights and responsibilities; these are fully defined in this section.

(ii) Categories of Faculty

a. A Full-Time Faculty Member

- Ordinarily has full-time teaching duties or has teaching and other duties (e.g., research, academic administration, counseling) equivalent to a full-time teaching load; and
- Fulfills the duties and responsibilities of a faculty member.

b. Adjunct Faculty

An adjunct faculty member is a part-time temporary employee of the College who has been assigned the title of Adjunct Instructor. Part-Time Per Course Adjunct Faculty:

- Usually have a teaching load of six (6) credit hours or less;
- Usually have no other faculty duties;
- Always receive a term contract;
- Receive no benefits;
- Do not accrue time towards sabbatical leave;
- Are eligible to apply for a full-time position if they meet the criteria; and
- Are expected to be available at least one and one half hours per week for each course taught to advise students regarding their work.

c. Affiliate Professor

This is an honorary title which may be assigned to individuals who offer educational experience to the students of the College on a regular yet part-time basis pursuant to an

affiliation agreement. Such individuals are not employees of the College and have no contractual arrangements with the College, although they may receive an honorarium. Assignment of this title is made by the President after recommendation by the department Chair, the Vice President for Academic and Student Affairs, and the Dean of Academic Affairs.

d. Scholar in Residence

The College may appoint distinguished artists, writers, poets, scholars, practitioners, and executives to the special faculty status of Scholar in Residence. Such appointments shall be full-time or part-time depending on the needs of the College. The appointments are term contracts.

e. Regents Professor

The Regents Professorship is established by the Board of Regents in order to recognize individuals whose record of scholarly achievement and potential for truly exceptional service to the College and/or the RMI warrants appointment to this most prestigious position.

Appointment to a Regents Professorship is made by the President upon the recommendation of the Vice President for Academic and Student Affairs and the Dean of Academic Affairs. A modest monetary award, to be used for travel, research or publication costs, or personnel and equipment costs, accompanies the appointment.

Criteria for appointment include:

- National or international recognition for achievements in the arts, the sciences, or the professions.
- Other criteria deemed appropriate by the President.

Regents Professors may:

- Participate in the advisement and/or instruction of students.
- Present annually a public lecture or performance at the College.
- Participate in other scholarly activities that will enhance some aspect of the College and some of its components. This may include such activities as curriculum development (formal or informal courses), faculty development, citizen outreach, or organizational enhancement.

f. Emeritus Faculty

Emeritus Faculty is an honorary title given to individuals no longer employed by the college who have served no fewer than five years and whose contribution to the College has been extraordinary. The nomination process may be initiated through the Faculty Senate.

1.11.6 Duties and Responsibilities of the College Faculty

Faculty are the primary custodians of the teaching and learning process at the College of the Marshall Islands. They are joined by affiliate, adjunct, research faculty, librarians, student life and development professionals, tutors, mentors, and others. However, full-time, regular faculty are responsible for the awarding of academic credit and the quality and delivery of the general

education, developmental education, certificate, and degree programs of the College. All programs and courses are developed by faculty and approved by the Curriculum and Assessment Committee, which is a standing committee of the Faculty Senate. Faculty assess the quality of programs through the Program Review process; a Program Review Report is required annually and a full Program Review every four years.

Faculty have a substantive voice in matters of educational programs and other aspects of College policy that relate to their areas of responsibility and expertise. Faculty are expected to ensure the academic integrity of educational programs, engage in continuing professional development to maintain and enhance their expertise, and contribute substantive service to the mission, vision, and purposes of the College.

1.11.7 Faculty Job Description

Every regular, full-time faculty member will be assigned to a department as part of his/her job description. The job description will summarize duties specific to the faculty member's job. In addition to those specific duties there are job expectations common to all regular faculty. These include:

- Teaching and otherwise enabling students to acquire the knowledge and skills to achieve stated College, departmental, program, and course outcomes;
- Actively participating in the ongoing alignment and assessment of courses and programs in keeping with the institutional outcomes;
- Advising, guiding, and counseling students throughout the teaching and learning process;
- Demonstrating ongoing mastery of pedagogical skills and disciplinary knowledge appropriate to their position and engaging in professional development activities that enhance such expertise;
- Developing an annual performance plan in conjunction with the departmental outcomes and institutional mission;
- Providing services in support of ongoing advancement of the academic program, such as working within the department, working with the Dean of Academic Affairs, participating in Faculty Senate meetings, and serving on committees, as well as keeping records for grading, evaluating, and advising students;
- Providing services through active participation in campus activities and in support of the general mission of the College;
- Assisting in College development through services contributing to the good name and reputation of the College and the betterment of the larger community in which we reside;
- Carrying out other duties as may be specified in the individual job description developed for each faculty position;
- Attending monthly, departmental meetings; and
- Carrying out additional duties assigned at the direction of the Dean of Academic Affairs or Vice President for Academic and Student Affairs.

1.11.8 Recruitment and Evaluation of Adjunct Faculty

A. Recruitment of adjunct faculty

Open advertisements will be placed prior to the commencement of each semester depending on the need to hire adjuncts. Through this recruitment process the college will maintain a pool of qualified adjuncts. The relevant Dean and Head of Department will recommend potential appointees for approval by the President or designee, via the Vice President for Academic and Student Affairs.

Adjunct faculty on an alien work visa are responsible for seeking clearance with their employer and RMI Immigration.

B. Evaluation of Adjunct Faculty

Policy Statement

Adjunct faculty shall be evaluated regularly to establish professional development needs and eligibility for future employment at the college. Evaluation shall focus primarily on teaching quality.

Reason for the Policy

Ensuring the quality of teaching by adjunct faculty members ensures equitable, quality learning for students. Excellent teaching by adjunct faculty should be acknowledged and any deficiencies addressed. ACCJC standard III.A.8 requires in part that, “An institution with part time and adjunct faculty has employment policies and practices which provide for their orientation, oversight, evaluation, and professional development.”

Statements of Elaboration of Policy

Regular Evaluation

New adjunct faculty shall be evaluated every semester. Adjunct faculty who have received at least two satisfactory evaluations, and no evaluations below acceptable, in the last three years may be evaluated annually.

Evaluation of Teaching

Evaluation of Teaching must include at least one observation per class taught during the semester in which the adjunct faculty is being evaluated. The observation shall be performed by the department chair or designee. It may be supplemented by student evaluations of teaching or other methods.

Other Criteria

Adjunct faculty are expected to participate in adjunct orientation and outcomes assessment, use the learning management system, provide students with appropriate syllabi, and hold office hours.

Responsible Officer

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The Human Resources Director ensures all evaluations are received and that re-hiring of adjuncts complies with this policy and its procedures.

Key Offices to Contact Regarding the Policy and its Implementation

Each department chair is responsible for conducting adjunct evaluation; associate deans and deans overseeing instructional areas ensure that it is conducted according to requirements. The Vice President for Academic and Student Affairs reviews the overall scores for any patterns of importance to the college as a whole and gives commendations.

Procedures

1. Department chairs review each syllabus to ensure that it meets college and department standards before the start of each semester.
2. Department chairs arrange a time to observe, or for their designee to observe, each course taught by an adjunct faculty member. If the initial observation is unsatisfactory or raises concerns, they may arrange a second observation later in the semester to ensure improvement has taken place. Adjunct faculty may also request a second observation if they believe the first did not adequately demonstrate their teaching ability.
3. Department Chairs verify with the Learning Designer that each adjunct in the department has a Moodle shell for each course and has included at least one interactive activity in the Moodle shell. Moodle shells used by adjunct faculty shall be evaluated according to the standard CMI cycle and procedures.
4. If the department chair notices any performance issues during the semester, these are immediately discussed with the adjunct instructor.
5. 1-2 weeks prior to the conclusion of the semester in which they are being evaluated, each adjunct instructor shall complete an Adjunct Instructor Self Evaluation.
6. The department chair shall complete the Adjunct Instructor Evaluation no later than one week after the conclusion of the semester and submit it, together with all required documentation, to the adjunct instructor's second supervisor, typically an associate dean or dean.
7. The overall performance of the adjunct instructor will be evaluated according to the following rubric.

Excellent	All areas of final teaching observation marked Excellent or higher Meets all checklist requirements No performance issues during semester
Good	All areas of final teaching observation marked Good or higher Meets all checklist requirements No performance issues during semester
Satisfactory	Meets all checklist requirements No major performance issues arose during the semester Any minor performance issues that arose during the semester were addressed Most areas of final teaching observation marked Good or higher; some may be marked Needs Improvement

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Below acceptable (eligible for re-hire)	Meets most checklist requirements May have had one major performance issue during the semester, but this was addressed May have unaddressed minor performance issues All areas of final teaching observation marked Needs Improvement or higher
Below acceptable (not eligible for re-hire)	Met fewer than half of checklist requirements or had multiple major performance issues during the semester May have areas of final teaching observation marked Unsatisfactory

8. Required documentation accompanying the Adjunct Instructor Evaluation and Adjunct Instructor Self Evaluation includes:
 - a. Copies of course syllabi
 - b. The completed standard observation form.
 - c. Any other evaluative documentation administered by the department or college during the semester e.g. if the online portion of the course has been evaluated during that term, include the evaluation here.
 - d. Any written complaints or compliments received.
9. After the second supervisor verifies and signs the evaluation, the department chair discusses it with the adjunct instructor. Copies of the evaluation and accompanying documentation are provided to the adjunct instructor and to the Human Resources Department.
10. HR maintains all documentation in the employee file.
11. Each dean presents a summary report of adjunct faculty evaluations to the Vice President for Academic and Student Affairs.
12. Adjunct faculty without a completed evaluation cannot be re-hired.
13. Adjunct faculty who score below acceptable on an evaluation will require a professional development plan if re-hired.
14. Adjunct faculty who score below acceptable on two consecutive evaluations will not be re-hired.
15. If an adjunct faculty member believes that the evaluation process has been unfair or biased, she or he may appeal in writing to the Vice President for Academic and Student Affairs within five business days of receiving the final evaluation. The Vice President will only alter the final evaluation if there is evidence that the proper procedures were not followed or that the evaluation was biased.
16. Adjunct faculty who are still dissatisfied following appeal to the Vice President have recourse to college grievance procedures.
17. Adjunct faculty who receive a rating of Excellent will receive a commendation from the Vice President for Academic and Student Affairs.

Chapter Two: Recruitment

2.1 General Policy

2.1.1 Recruitment Objectives. It is the objective of the College to hire the best qualified and most appropriate candidates in order to advance the College's mission. Persons shall be selected for positions at the College on the basis of bona fide occupational qualifications. The determination of best qualified and most appropriate will be at the College's sole discretion. Recruitment activities will be conducted for each vacancy to the extent that is practicable to assure a pool of well-qualified candidates. Staff positions (Grade level 1-3) identified by management as having the potential to be filled internally, will be advertised on campus only, otherwise all vacancies will be posted on campus and announced locally. When appropriate, recruitment shall be advertised locally, national, regional, or international basis.

2.1.2 Vacancy Advertisements. It is deemed appropriate to develop internal guidelines for the advertisement of vacancies in various Employee groupings such as Faculty, Staff, or administration.

2.1.3 Current Employees. Current Employees are not barred from applying for or being selected for positions that have been advertised and for which an adequate applicant pool has been developed.

2.1.4 HR Responsibility. The Office of Human Resources is responsible for all recruiting activity and for approving (with Presidential approval) all employment commitments including salary, position classification, and any special conditions of employment. The Director of Human Resources shall be responsible for coordinating the hiring process among the affected College divisions. The search committee shall evaluate the fitness of applicants for employment and shall recommend the action to be taken on each applicant to the President.

2.1.5 Equity in Recruitment.

- a. Subject to the requirement that two candidates are ranked equal based on qualifications experience, and merit, a hiring preference shall be given to citizens of the Marshall Islands for all positions at the College. All Human Resources recruitment and all rules and regulations governing Human Resources at the College shall otherwise adhere to the Board of Regents "Equal Employment Opportunity" and "Non-discrimination" guidelines, which forbids human resources, admissions, educational programs, employment and campus life decisions that are made solely on the basis of race, creed, color, sex, religion, national origin, ancestry, age, disability, marital status, sexual orientation, and veteran status. The College shall comply with the non-discrimination guidelines as found in any treaty or law among the Governments of the Republic of the Marshall Islands, the Federated States of Micronesia and the Republic of Palau. Equal employment opportunities shall be extended to all applicants and Employees*

The President and all College Administrators shall engage in programs to assure equal employment opportunity and non-discrimination in all College programs and activities. Any Administrator or other Employee who has a conflict of interest must declare that conflict.

2.1.6 Vacancy Advertising.

All Human Resources recruitment requirements shall be announced through notice of position vacancies. In addition to advertising on the College website and in local and international publications, these notices shall also be published and distributed throughout the components of College. Positive efforts shall be taken to assure that vacancy announcements reach all segments of the population in order to assure equal employment opportunities to all citizens.

2.1.7 Pre-employment Screening and Determination of Degree Equivalency

a. Purpose.

This policy applies to external candidates for employment in regular, full time positions including faculty, administrative and staff positions at the College of the Marshall Islands. (External candidates are defined as candidates for College positions who are not presently employed at the College.)

- i. It is important that the College's academic and service missions are supported by qualified employees, in a safe and secure environment for all College constituents, including students, visitors and employees. It is also important that the College of the Marshall Islands take meaningful actions to protect its funds, property and other assets.
- ii. This policy is intended to support the verification of credentials, degree equivalency, criminal history, and other information related to employment decisions that assist the College in meeting its commitments.

b. *Policy.*

It is the policy of the College of the Marshall Islands that all external candidates for employment in regular faculty, staff and administrative positions have certain credentials, criminal and other background information verified as a condition of employment. Such information may include, but is not necessarily limited to, the following:

- i. *County or State Criminal History Search,*
- ii. *Auxiliary National Criminal Index Search,*
- iii. *Global Terrorist Search,*
- iv. *SSN Trace,*
- v. *Employment Verification with Supervisor Interviews,*
- vi. *Reference Interviews,*
- vii. *Education Verification, and*
- viii. *Determination of Degree Equivalency in the case of an external candidate for a position which requires a degree.*

The Director, Human Resources will maintain a list of third party vendors recognized in higher education for expertise in pre-employment screening and/or credential evaluation. From such list the Director Human Resources will engage one or more vendors to secure the above information in a background check process.

c. Definitions

- i. "Criminal History Search" means verifying that the selected candidate does not have any undisclosed criminal history in every jurisdiction where the candidate currently resides or has resided or has been employed.
- ii. "Auxiliary National Criminal Index Search" means a search for to determine whether the external candidate has a felony, misdemeanor, sex offender and traffic case pending.

- iii. “Global Terrorist Search” means a search for specially designated nationals, terrorists, narcotics traffickers, blocked persons and parties subject to various economic sanctioned programs who are forbidden from conducting business in the United States, as well as entities subject to license requirements because of their proliferation of weapons of mass destruction. The Global Terrorist Search is also used in the financial services industry to look for potential money launderers.
- iv. “SSN Trace” means verification that the Social Security Number (SSN) given by the external candidate is valid.
- v. “Employment verification” means ensuring that the selected candidate actually worked in the positions listed on the application, resume, or cover letter or otherwise cited by the candidate that qualify the individual for the position sought. This verification should include dates of employment and verification of last position held.
- vi. “Reference Interviews” means an interview with the professional references listed by the external candidate regarding the candidate’s skills, aptitudes, behaviors and experience.
- vii. “Educational verification” means:
 - 1. ensuring that the selected candidate possesses all education credentials beyond high school listed on the application, resume or cover letter or otherwise cited by the candidate that qualify the individual for the position sought, and
 - 2. for non-US institutions, confirmation of accreditation of the institution where the external candidate received his/her degree(s) and US equivalency of such degree(s).

d. Human Resources Responsibilities.

The Human Resources Department shall be responsible for submitting background check requests to a third party vendor for any initial hire.

- i. All offers of employment, oral or written, prepared by the Human Resources Department shall include the following statement: “This offer is contingent upon the College’s verification of credentials and other information required by RMI law and College policies.”
- ii. The background check(s) shall be completed by the Human Resources Department within one week and prior to making a contingent offer of employment to any individual.
- iii. If the background check indicates there are no discrepancies, the third party vendor shall inform Human Resources who in turn shall inform the hiring department that the candidate is viable for employment.
- iv. If the background check indicates there are discrepancies, Human Resources and the Search Committee Chair shall review the report and shall evaluate each discrepancy, including any additional information that the individual provides, before the offer of employment is confirmed or withdrawn. The existence of a discrepancy does not automatically disqualify an individual from employment. Relevant considerations may include, but are not limited to, the nature and number of discrepancies, their dates, and the relatedness the discrepancy(s) has to the duties and responsibilities of the position. Any decision to accept or reject an individual with a background discrepancy is solely at the discretion of the College of the Marshall Islands.
- v. If unreported felony convictions are discovered in the criminal history check, the offer of employment shall be withdrawn and, if employed, the individual shall be terminated

from employment, unless the individual proves that the report is in error. The decision to reject or terminate an individual with an unreported conviction is solely at the discretion of the College of the Marshall Islands.

- vi. In the event the results of the background check influence a decision to withdraw an employment offer or terminate employment, Human Resources shall inform the hiring department and the individual.
 - vii. The Human Resources Department shall be responsible for any fees associated with any of the components of the background check process.
- e. **Consequences of Providing False or Misleading Information.**
Violations of College policies, including providing false or misleading information used for any of the above background checks, shall be handled in accordance with applicable College policies and procedures, which may include corrective action up to and including termination from the College; or termination of the ability to apply for positions at the College.

2.2 Recruitment and Hiring Procedures

2.2.1 Submission of Position Description – If a new position is being created, a completed position description must be first submitted to the Human Resources Office for review and submitted to the Job Evaluation Sub-Committee for assignment of the appropriate classification and pay level. Thereafter, the position description is sent to the President for approval. If the position has already been established and a vacancy occurs, the Hiring Manager should review the existing position description to ensure that it accurately describes the position as it currently exists. If inaccurate or outdated, the position description should be updated and submitted to the Human Resources Office for determination of the appropriate classification or otherwise.

2.2.2 Establishment of a Search Committee – The appointment of a Search Committee is the responsibility of the appropriate Administrator. The relevant Administrator will serve as committee Chair unless such responsibility is delegated. The Search Committee shall be comprised of a minimum of 3 members one of whom shall be Marshallese.

A Faculty Search Committee will include the Vice-President Academic and Student Affairs as Chair, the Dean Academic Affairs, the Department Chair and two faculty members one of whom should be from another department. At least one of the members shall be Marshallese.

A Search Committee for an Administrator will be chaired by the President and will include other members selected by the President.

Each Committee member will be asked to sign a Search Committee Ethics Agreement, including a declaration that the committee member will disclose any potential conflict of interest.

2.2.3. Development of the Selection Criteria – The required and preferred qualifications for the vacant position are described in the approved job description. The Chair will meet with the committee to assure that each committee member understands the essential job qualifications. These qualifications will become the selection criteria and the basis for all screening and selection decisions.

2.2.4 Human Resources Office Assistance – The Recruitment Specialist from the HR Department will meet with the search committee to develop a recruitment plan and timeframes, review the essential and marginal functions of the position and the preferred and required qualifications for the

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vacancy, and review general processes and procedures, affirmative action considerations, and requirements for confidentiality. The Human Resources Office will provide any other assistance which may be of help to the committee members throughout the hiring process.

2.2.5 Initial Screening – After the application deadline date (if there is one), the Human Resources Office will electronically provide the Search Committee with all applications received by the deadline date. The Search Committee members will uniformly apply the selection criteria to all applicants to identify the top candidates for further consideration. The selection criteria cannot be changed after the vacancy has been posted. If the advertised qualifications later seem to be inappropriate, the search can be aborted and the position re-advertised with modified criteria.

2.2.6 Reference Checks – The Committee chair and Human Resources should conduct reference checks on at least the top candidate, and at least 2 references should be contacted, one of whom must be the current supervisor or immediate past supervisor. Upon receiving the written reference report, the Chair of the Search Committee may follow up with a phone call to seek further clarification on the contents of the report. Notes from the references should be presented to the Search Committee to affirm, or otherwise, the determination of the top three candidates.

2.2.7 Interviewing – The Search Committee members will identify the top candidates to be interviewed for the position vacancy. At least three candidates should be interviewed from the application pool. Questions should be developed by the committee to be used in each of the interviews, and all questions should relate to the announced qualifications for the position. Interview notes from committee members can be maintained and provided to the Human Resources Office for purposes of documentation or the selection process.

If the Search Committee deems it necessary, a follow up interview may be conducted with the final shortlisted candidate(s). Where a vacancy for an Administrator position is being filled, the Search Committee may include an onsite visit for the top two candidates. The visit should include presentations by the candidates to students and employees and a final assessment of the candidates by the Search Committee before making a final recommendation.

2.2.8 President's Approval – Once the Search Committee has made a selection of the top three candidates from the applicant pool, a memo will be written from the Chair to the President indicating their choices in ranked order. The final decision on all matters of hiring at the College rests with the President.

2.2.9 Extending a Job Offer – A position may be offered only upon approval of the President. Once offered, the Human Resources Office will prepare a follow up written offer of employment setting forth the conditions of employment, which will include the title, salary level, starting date, and any other special conditions of employment. Once the offer is accepted, unsuccessful candidates who were interviewed will be informed of the selection decision by a regret letter sent from either the department or the Human Resources Office.

2.3 Nepotism

2.3.1 Nepotism Defined Nepotism is favoritism shown to relatives by giving them employment, influencing evaluations, securing their promotion, or otherwise treating them favorably on the basis of their family relationship rather than on merit.

2.3.2 Nepotism Prohibited

- a. *Immediate family members and members of the same household are not to be employed in any position where one has line authority over Human Resources actions concerning the other. Exceptions to this policy require a written affirmative declaration by the President that such exception is in the best interest of the College.*
- b. *Employees should neither initiate nor participate, directly or indirectly, in Human Resources actions (initial employment or appointment, retention, promotions, salary, work assignments, evaluations, leave of absence, etc.) involving members of their immediate family or household. Employees who have a conflict of interest must provide an affirmative written declaration of that conflict.*
- c. For the purposes of this policy statement, “immediate family” includes: spouses, domestic partners, children (including step-children), parents, step-parents, grandparents, grandchildren, in-laws, siblings (including step-brothers and step-sisters), cousins, nieces, nephews, aunts and uncles.
- d. If two Employees become members of the same household, both may retain their positions, provided one is not under the direct or indirect supervision of the other. It is the responsibility of the supervisor/manager to advise the relevant department Administrator if such a relationship is established. Exceptions to this policy require the approval of the appropriate dean/director, the Director of Human Resources, the College President, and then only when such exception is in the best interest of the College.

Chapter Three: Contract Administration

3.1 Types of Appointments

3.1.1 Permanent Appointment

For purposes of these rules, an Employee’s status with the College is defined as a “Permanent Appointment” if the position to which he or she is appointed is a Permanent Position, and if the Employee has satisfactorily completed the probationary period. Prior to completing the probationary period, the Employee’s status with the College is defined as a “Probationary Appointment”. Successful completion of the probationary period and/or achieving or holding the status of Permanent Appointment does not modify the terms of the Employee’s individual employment contract. Employment may still be terminated as set forth in the Employee’s individual employment contract and/or in accordance with the rules and procedures set forth in this Handbook.

3.1.2 Limited Term (Temporary) Appointment

A “Limited Term (Temporary) Appointment” may be made to fill a Temporary Position or to fill a temporary vacancy in a Permanent Position. This includes Contingency Appointments, Special Contracts, Casual Labor Contracts and Adjunct Faculty Contracts. An Employee appointed on an Adjunct, Special and/or Casual Labor Contract basis to fill a Temporary Position is not entitled to the College’s normal employment benefits. An Employee appointed on a Contingency contract to fill a temporary vacancy in a Permanent Position or a Temporary position shall receive the College’s normal employment benefits.

- a. The conditions set forth below govern Limited-Term (Temporary) Appointments:

- i. A “Limited-Term (Temporary) Appointment” is for a specified duration, but not to exceed a total of one (1) year.
- ii. An Employee on a “Limited-Term (Temporary) Appointment” may have employment terminated at any time prior to the end of the one-year period, or at any time and for any reason prior to the duration specified in the employment contract.
- iii. A “Limited-Term (Temporary) Appointment” terminates automatically at the expiration of the one-year period even if the appointing authority has not initiated termination action.
- iv. Employment time served under “Limited-Term (Temporary) Appointment” does not accrue as service credit under permanent employment status, except as stated in *3.3.1a. Types of Probation*.
- v. Appointments made on a limited-term (Temporary) basis shall be governed by the College’s employment policies.
- vi. A current College Employee in a Permanent Position who has accepted limited-term (Temporary) appointment shall, upon termination of the limited-term appointment, and if mutually agreed to in writing prior to the limited-term appointment is effective, be entitled to reinstatement to the Permanent Position formerly held with pay and seniority adjusted according to his or her length of service.

3.1.3 Contingency Appointment

The President shall have the power to make contingency appointments to fill vacant positions in the absence of an acceptable candidate or to fill a temporary vacancy in a permanent position. The person receiving the contingency appointment must meet minimum qualification requirements. If the contingency appointment is made to fill a Permanent Position, advertising for acceptable candidates shall begin as soon as possible. If the position is critical to the effective functioning of the College, the President may extend the contingency appointment pending the hiring and arrival of the individual selected to fill that position. Contingency appointments may be converted to Permanent Appointments if the incumbent is chosen through an approved search process. Contingency appointments may be terminated at any time at the pleasure of the President.

3.2 Contracts

3.2.1 Types of Contracts

The College may enter into any of the following types of contracts with its Employees:

- a. Employment Contract. Under an Employment Contract, the Employee receives an appointment to a specific position which creates an employer-employee relationship between the College and that Employee. The Employee and the conditions of his or her employment are governed by the terms described in Employee’s individual employment contract and this Human Resources Policy and Procedure Handbook.
- b. Personal Services and Adjunct Contracts. Under Personal Services and Adjunct Contracts, the College enters into agreement with an individual who, according to the terms of the contract, provides a service or services to the College. The contract is the sole document articulating the entire agreement between the College and the individual named in the contract; the contract contains all terms and conditions of that agreement. A personal services contract is subject to the following conditions and limitations:
 - i. The Services to be performed are of a short-term nature, usually less than one year, inappropriate for the issuance of a permanent employment contract and the College is unable to find a qualified and willing person to perform those services from among its current Employees.

- ii. The College requires the short term services of professionals and/or specialists whose expertise is unobtainable from among current College Employees.
 - iii. The College requires expert consultation services at the time unavailable from within the College, and those services are intermittent, temporary or otherwise inappropriate for full-time employment.
 - iv. A Personal Services contract shall not be used as a substitute for hiring permanent Employees.
- c. Temporary, Part-Time Contracts A Temporary, Part-Time position requiring the services of a locally available professional or other unusual expertise may be filled within budgetary limits by the appropriate Dean or Department head. Such positions need not be advertised, for the sake of expediency, provided they are clearly of a temporary, part-time nature and provided they have the approval of the Director of Human Resources, Chief Financial Officer and the President.
- d. Grant Funded Contracts
- i. General Policy
 - A. All College Human Resources policies are in effect for Employees hired with grant funds except for terms and conditions required by the grant award or by grant sponsors' regulations that may differ. Employee contract for grant-funded positions should follow standard College policies as closely as possible when grants allow for local terms of employment.
 - ii. Grant Funded Employment
 - A. Employment Duration. The duration of employment contracts may be concurrent with grants that have funding up to three years. For grant programs that have periods of funding longer than 3 years or that are continually funded, the duration and renewal of employment contracts will be the same as College policy. Programs that are refunded by new grant applications will require new employment contracts to be made for the new funding cycle.
 - B. Approval. The source(s) of a grant Employee's salary should be clearly defined in the Employee contract, particularly if it comes from more than one source. For non-reimbursable grants, adequate funding should be received by the College Business Office before the Employee begins his/her contract at the College and/or receives reimbursement for any contractual benefits. All grant documents must be approved and signed prior to the commencement of employment of a grant funded Employee.
 - C. Evaluation. Employees of grant funded programs are subject to the same review processes as regular College Employees. Grant Directors and other Administrators will be evaluated using College administrative/ management evaluation forms.
 - D. Salary. Annual salary increases and renewal benefits will not be awarded to the Employee unless provided for by the grant.
 - E. Benefits. An Employee in a full time grant funded position is entitled to the College's normal employment benefits.
 - F. Transfer from Grant Funded Position to College Funded Position. Grant-funded employees wishing to apply for a regularly funded position within the College

must go through the necessary application process including the submission of application materials and interview if required.

3.2.2 Contract Signatures

No Employee shall begin work under an initial contract unless that contract is signed both by the Employee and by the College's authorized representative. In the case of off-island hires, new Employees shall receive at the very least an electronic scanned copy of the original contract signed by an authorized College representative.

3.3 Probationary Period and Status

3.3.1 Types of Probation.

- a. Initial Hire. Every new Employee with a permanent appointment shall serve a probationary period of six (6) months and this may be extended for up to a maximum period of six (6) months during the first twelve (12) months of the initial appointment.

Employees who have worked on a limited-term (Temporary) appointment basis at the College accrue all their limited-term (Temporary) work experience toward the probationary period when given Permanent status in the same position, providing the Permanent appointment immediately follows the limited-term (Temporary) appointment.

- i. Evaluations During Initial Employment Probationary Period. This first six months of employment is a period of probationary employment and is called the Initial Probationary Period. Every new employee will be evaluated twice in during their initial probationary period.

A. **Faculty Employees.** At the beginning of the Initial Probationary Period the department chair will meet with the new faculty member to establish and assign performance goals.

- i. The first evaluation will take place not later than the end of the mid semester during the Initial Probationary Period of employment and will be based on an assessment of goals attained during the first half of the academic semester. The faculty member will receive a second evaluation at the end of the first semester of employment. The second evaluation report will be made no later than one (1) month after the end of the first semester of employment.

- ii. The second evaluation shall recommend continuance of the faculty in the service of the College or an extension of the probation or, if the faculty receives a rating less than satisfactory, dismissal from service.

B. **Technical and Support Staff Employees.** At the beginning of the Initial Probationary Period the new employee's supervisor will establish and assign performance goals for the first six months of employment. Technical and Support Staff employees will be evaluated twice during the probationary period to assess progress in goal attainment. The first evaluation shall take place at the end of the first three months of employment. The second evaluation will be made no later than one (1) month prior to the expiration of the Initial Probationary Period in the first year of employment. The second evaluation shall recommend continuance of the employee in the service of the College or, if the employee receives a rating less than satisfactory, dismissal from service.

C. **Management and Professional Employees.** At the beginning of the Initial Probationary Period the department head and/or Administrator will meet with the new employee to establish and assign performance goals.

- i. Employees on a six- month initial probationary period shall be evaluated after three months and within one month after end of their six- month employment and will be based on an assessment of goals attained during the first six months. The second evaluation report will be made no later than one (1) month after the end of the first six months of employment.
- ii. The second evaluation shall recommend continuance of the employee in the service of the College or, if the employee receives a rating less than satisfactory, dismissal from service.

ii. Unsatisfactory Service During Probation.

In the event the employee does not meet job requirements and/or performance standards during the promotion/transfer probationary period, the supervisor will issue a **performance improvement memorandum**) as early in the probationary period as possible that contains the following:

1. Specific nature of the problem(s), including specific examples.
2. Extend the probationary period with corrective action(s) required, including the specific and reasonable standards related to the problems.
3. Notice that failure to remedy the performance problems will result in termination of employment on or before the end of the promotion/transfer probationary period.

At any time during the Initial Probationary Period the employment contract of the new Employee may be immediately terminated by the appointing authority for reasons given to the Employee in writing.

b. Probation Subsequent to Promotion, Lateral Reassignment, or Demotion. Any Employee who is promoted shall serve a probationary period of three (3) months in the new position; the probationary period begins on the effective date of the promotion. (**See further Chapter 5.3.10 Promotion**). Any Employee who is reassigned laterally or demoted shall serve a probationary period of six (6) months in the new position; the probationary period begins on the effective date of the action.

c. Time in Position Requirement

An employee must satisfactorily complete the applicable probationary period as a time in position requirement prior to seeking employment in another department.

Exceptions to this time in position requirement on seeking other College employment may be made for the convenience of the College as determined by the Vice President for Business Affairs and Administration (or designee) upon **written request** by the requesting department head. Time served in the former position does not apply to a new position. If, at the time of the promotion/transfer, the employee is in the initial probation period, the employee will serve a full initial probation period in the new position; or

is in a promotion/transfer probation period, the employee will serve a full promotion/transfer probation in the new position.

3.4 Initial Contracts

3.4.1 Initial Contract Duration

The standard initial contract is three years, however, the College may offer its Employees initial employment contracts of up to four (4) years.

3.4.2 Benefits and Incentives

- a. Benefits. The College's employee benefit package (*See Chapter Six for Benefit details*) includes:
 - i. Health Benefits.
 - ii. Life and Accidental Death and Dismemberment (AD&D) Insurance.
 - iii. Short Term Disability Insurance.
 - iv. Long Term Disability Insurance.
 - v. Leave Days. (**See Chapter Seven: Employee Leave** for details of leave benefits)
 - vi. Professional Development.
 - vii. Tuition Reimbursement.
 - viii. Liability Insurance.
 - ix. Worker's Compensation.
 - x. Retirement Savings Plan

3.5 Contract Renewal

3.5.1 Renewal Intention of Employee

Unless notified otherwise by the Employee, it shall be assumed by the College that it is the intention of the Employee to accept a renewal contract, if offered by the College.

3.5.2 Renewal Duration

The College may offer its Employees renewal contracts of up to four (4) years.

3.5.3 Limitations and Exceptions

Non-Renewal of Contract. Except as otherwise provided in these policies, employment contracts of permanent full-time Employees may be non-renewed or not extended without cause and without any reason or reasons being given for such action, and the appeal provisions of **Clause 4.4** shall not apply. The notice to such persons shall only be required to specify the date of the determination, the nature of the determination and the effective date. The fact that such an Employee's contract has been renewed in the past shall not be deemed to create an expectation of continued employment beyond the contract expiration date, nor shall it create any protected property interest in employment beyond the contract expiration date.

3.6 Work Expectations

3.6.1 Hours of Work Policy for Non Faculty Employees

The College generally maintains a standard 40-hour workweek. The only exception to this standard is for Safety and Security Department staff whose workweek is 60 hours. This workweek begins on Sunday and ends on Saturday. Hours of work are set by individual departments to address their

particular operational and service needs. Hours worked in the workweek include time Employees are required to be on duty, on the premises, or at any other required place of work.

a. Guidelines

Employees are encouraged to begin the workday on time at 8:00 am and to end the workday on time at 5:00 pm. Exceptions to these hours may be approved by the supervisor. If no exception is approved, the following guidelines apply:

- i. 8:00 am to 8:15 am is considered “on time.”
 - ii. Arrival after 8:15 is considered “late.” The electronic time clock will indicate the exact number of hours worked.
- b. Annual and Sick Leave Accrual
- i. Employees working a 40 hour workweek. No Annual or Sick Leave accrues for pay periods in which an Employee works fewer than 72 hours (in a two-week pay period) without approval of the appropriate supervisor.
 - ii. Employees working a 60 hour workweek. No Annual or Sick Leave accrues for pay periods in which an Employee works fewer than 105 hours (in a two-week pay period) without approval of the appropriate supervisor.

This provision does not apply to Employees whose contracts or schedules stipulate less than 70 hours per pay period. In these cases, no Annual Leave or Sick Leave accrues in which the Employee works fewer than the number of hours contracted or scheduled.

3.7 Political Activity

- 3.7.1 Service as an elected official on off-hour demand activities (e.g., school boards, atoll councils, local, or national commissions) would not normally require a reduced appointment or leave of absence. Each case should be reviewed by the appropriate administrative supervisor.
- 3.7.2 No employee may engage in political campaigning activities during his or her regularly scheduled college hours of work that take away from or diminish or interfere with his/her work duties. Further no employee may solicit or receive or be involved in soliciting or receiving any contribution or service for any political purpose from any employee of the college while on college time or engaged in his or her official duties as an employee.
- 3.7.3 If an employee chooses to run for political office, he or she, in consultation with the appropriate department chairman and dean, or director, should determine whether or not this activity will impair or encroach on performance of college duties. If it is determined that the activity will have an adverse effect one of the following should be arranged for the period of the election campaign:
- a. a reduced-time appointment, or
 - b. a request for a leave of absence without pay for up to six months under provisions of HR Handbook 7.14.
- 3.7.4 An employee elected to the Nitijela or local government shall be deemed to have resigned from his/her employment with the college effective the date of the election to office.

- 3.7.5 By reference this policy incorporates Section 502 of the Prohibition of Political Activities by Aliens Act 1988 (43 MIRC Ch. 5), namely:

“No alien, non-citizen, or expatriate employed by the Government of the Marshall Islands, Local Government, or any other institution, organization, or individual shall take part in, contribute to or involve himself in any manner whatsoever in any political campaign or other political activities that affect, interfere with, or undermine the political rights and privileges of the citizens of the Republic of the Marshall Islands.”

3.8 Appropriate Dress

All Employees should dress in a manner that is consistent with a professional business environment. Employees must be culturally sensitive and avoid wearing revealing attire (such as shorts) in the classroom or workplace.

3.9 Rehire/Break in Service Policy

A regular full-time Employee who is laid off or who voluntarily resigns and is subsequently rehired into a full-time position may be eligible for reinstatement or for prior service credit, according to the eligibility criteria below.

An Employee who is terminated for cause (See HR Handbook, 9.2 for a definition of cause) will not be eligible for re-employment.

"Reinstatement" means that the Employee's original hire date is retained, as if there had been no break in service and the Employee's years of service is based on continuous service from the original date. This date applies to eligibility for all benefits including vacation, sick pay, severance, seniority awards and medical insurance (RMI Supplemental) coverage and benefits.

"Prior Service Credit" means that Employee's prior period of employment is added to the current period, but the break period is not counted as part of total service credit. The Employee's total service credit is used to determine eligibility for all benefits including vacation, sick pay, severance, seniority awards and medical insurance (RMI Supplemental) coverage and benefits.

a. Eligibility Criteria:

1. The break in service cannot be greater than 36 months in order for any prior service to be granted.
2. The Employee must have been a continuous, full-time regular Employee for a minimum of one year during the prior period of employment in order that the period to count for reinstatement or prior service credit.
3. The Employee must be a full-time regular Employee during the current period of employment.
4. The prior employment period must have ended due to layoff (job abolishment) or voluntary resignation at the end of the employee's employment contract.
5. The period of the break in service cannot exceed the period of prior employment.
6. Reinstatement or prior service credit may only be granted once to an individual in cases other than layoff.

b. Layoff

If rehired within six months of layoff, the Employee's original date of hire is reinstated. If the Employee is not rehired into the same job as previously held, benefits will be reinstated upon rehire but there will be a new probationary period for performance review purposes.

c. Voluntary Resignation

If rehired within 60 days of resignation, all prior service plus the period of absence are restored and the original hire date is reinstated. If the Employee is not rehired into the same job previously held, benefits will be reinstated upon rehire but there will be a new probationary period for purposes of performance review.

Chapter Four: Conduct and Work Performance Standards

4.1 Employee Attributes and General Standards of Conduct

4.1.1 General policy

It is the policy of the College to treat all Employees fairly. In return, the College expects all Employees to adhere to its values, employee attributes, faculty code of conduct and standards of conduct and work performance that are established to enable all to work together to achieve the objectives of the College.

Supervisory counseling with Employees and mediating between employees to resolve conflict is designed to establish an equitable system of corrective action for Employees who do not adhere to its values, employee attributes and standards of conduct and/or to bring an Employee's work performance to acceptable levels.

Each supervisor has the responsibility for counseling Employees under their supervision, administering corrective action when appropriate, and documenting the counseling or corrective action.

The College expects that all Employees conduct themselves in a professional and ethical manner, in accordance with and all the policies and procedures set forth in this Handbook and as directed by the College. This is because the orderly and efficient operation of all facilities and to meet the institutional goals of the College requires that Employees maintain discipline and proper standards of conduct at all times. Such conduct protects the health and safety of each Employee, as well as maintains uninterrupted productivity and jobs, and protects the College's good will and property.

4.1.2 Employee Attributes

CMI's faculty and staff demonstrate their dedication to the Mission and Vision of the College through the following core employee attributes (competencies):

Respect

I will:

- Treat my co-workers, supervisors and students courteously and politely at all times.
- Respect the property of others and of the College.

- Utilize internal resources to resolve employment problems (discussions with supervisor, department Administrator, Human Resources, grievance process, etc).
- Respect the privacy of my co-workers, students and external partners of CMI in the discharge of my duties.
- Use appropriate and respectful words and actions when communicating with my co-workers, direct reports and supervisors in the performance of my duties.
- Show respect for my colleagues, students and external partners of CMI by dressing appropriately in accordance with the requirements of my job.

Integrity

I will:

- Respect and adhere to the terms of my employment contract through my daily attendance and timely arrival at my workplace.
- Use College property and resources only for legitimate work purposes (email, facsimile machines, computers, copiers and other College equipment).
- Understand and follow College policies and practices.
- Be honest in the performance of my duties and interactions with my co-workers. Praise in public; Coach in private.
- Be ethical in the performance of my duties.

Cultural Sensitivity

I will:

- Respect, include and recognize my colleagues and their differences.
- Understand the benefits of a diverse workforce.
- Be inclusive to new people and their ideas.
- Seek to understand different points of view.
- Understand and promote opportunities to experience diversity on campus for myself and others.
- Use appropriate language and give relevant information to students and their family about studying at CMI.
- Show consideration and sensitivity to others and communicate with empathy and understanding.
- Be sensitive to the culture and practices of the RMI

Customer Relationships

I will:

- Understand the need for and benefit of quality service.
- Deliver high quality service to my campus partners, students and external stakeholders of CMI
- Adapt service delivery within the provisions of CMI standards to meet the needs of my customer base.
- Seek feedback from my ‘customers’ on quality of service and suggest improvements based on feedback.
- Continuously seek ways to improve service delivery to my customers.

- Use polite and welcoming words such as “Iokwe,” “Kommool tata,” “please,” “excuse me” and “you’re welcome.”
- Always seek to meet the immediate need of my customers and when I am unable to, I will gladly take him or her to someone who can.
- Offer to help and if I am unable to personally assist a student, member of the public or co-worker, I will direct them to someone who can.

Teamwork

I will:

- Develop and maintain effective working relationships with my co-workers and external stakeholders of CMI.
- Work effectively and cooperatively with others.
- Appreciate and value the contributions of others.
- Demonstrate flexibility and willingness to step out of my comfort zone to support team and department goals.
- Be positive and acknowledge and celebrate successes of my co-workers.
- Let my team and my supervisors know if I will be away from my work station

4.1.3 General Standards of Conduct

In furtherance of this, the College requires that all Employees:

- a. spend the workday effectively by performing the proper tasks safely, competently and in a timely manner and demonstrating an awareness of priorities.
- b. spend the work day efficiently by performing each task quickly, safely and well.
- c. comply with College and departmental policies and procedures.
- d. be at work when scheduled (for example, to attend work regularly, not to arrive late, not to abuse Sick Leave or lunch periods, and not to leave early without appropriate approval).
- e. notify the supervisor of an unscheduled absence not later than one hour after the scheduled time to report to work, or in accordance with departmental guidelines.
- f. work during working hours (for example, keeping personal phone calls to a minimum and not attending to personal matters during work hours).
- g. cooperate with reasonable requests from co-workers.
- h. perform reasonable job duties, even if not part of the job description, as assigned by the supervisor.
- i. respect the confidentiality of sensitive information. Such information should not be repeated, discussed or removed from the work area except for legitimate work reasons.
- j. give proper notice of termination of service.
- k. safeguard personal property. (The College maintains a security service but cannot guarantee the safety of personal property).

- l. respect the property of others and of the College and to use College property only for legitimate work purposes (email, facsimile machines, computers, copiers and other College equipment). Taking of property belonging to others or the College will not be tolerated.
- m. maintain appropriate work place behavior that fosters collegiality and teamwork. Without these qualities, the College cannot achieve its goal in an effective and efficient manner.
- n. utilize internal resources to resolve employment problem (discussions with supervisor, department Administrator, Human Resources, grievance process, etc.)
- o. know the fiduciary duty associated with College employment and to perform the duties accordingly; conduct that conflicts with the interest of the College will not be tolerated.
- p. must attend meetings which are scheduled by the College.
- q. must treat students, vendors and other Employees courteously and politely at all times.
- r. may not be insubordinate to supervisors or other management personnel, and may not fail or refuse to obey a proper order or instruction.
- s. must not violate any RMI laws that affect the College's ability to do business.
- t. must not alter, falsify or forge any College's forms, records or documents.
- u. must not fight, threaten physical harm, engage in horseplay or otherwise endanger others.
- v. must not use, possess, chew or consume betel nut, tobacco or any illegal drugs on College property; Employees must not work under the influence of alcohol or any illegal drugs, except medications prescribed by a physician which do not impair work performance.
- w. must cooperate in security related procedures or investigations.
- x. are not to be in possession of firearms, or other weapons on College property.
- y. must not discriminate or engage in any act of harassment against employees, applicants, or students in violation of any RMI anti-discrimination laws.
- z. must accurately and honestly report reasons for absences.

The examples above are not an exhaustive list of all performance expectations or work rules and is not intended to be a comprehensive list of all the conduct that may lead to disciplinary action, up to and including termination. Moreover, none of the above-referenced examples modify the nature of an employee's employment relationship with the College, as may be stated or modified by his/her individual contract with the College. Failure to comply with these General Standards of Conduct may lead to Corrective Action as discussed above.

4.1.4 Scope

All employees including permanent, temporary and adjunct faculty are covered in this policy.

4.1.5 Definitions

Employee Attributes- CMI has identified five core behavioral competencies that every employee should demonstrate in the performance of their duties.

4.1.6 Authority

All employees are responsible for applying this policy. Supervisors and Administrators are responsible for addressing actions and behaviors of non-compliance.

4.2 Resolution of Workplace Issues

4.2.1 General policy statement

The College seeks to deal openly and directly with its Employees, and believes that communication between Employees, their Supervisors and Administrators is critical to solving problems. Co-workers who may have a problem with one another should attempt to resolve the problem themselves. If a resolution cannot be agreed upon, both Employees should approach his or her supervisor, who will work with the employees to determine a resolution. In these instances, the decision of supervisor is final.

Employees who have a problem with a supervisor should first go to the supervisor and state the problem. If a resolution cannot be agreed upon, the employee should present his or her problem, in writing, to next level management, whose decision shall be final.

The College does not tolerate any form of retaliation against Employees availing themselves of these procedures. The procedures should not be construed, however, as preventing, limiting or delaying the College from taking disciplinary action against any individual, up to and including termination, in circumstances (such as, and by way of example only, those involving problems of overall performance, conduct, attitude or demeanor) where the College deems disciplinary action appropriate. The procedures below apply to all employees. In all cases, except for the issue, must be your issue and relate to a decision or an action arising from your employment relationship.

4.2.2 Authority

Administrators, Heads of Departments and Supervisors are responsible for taking appropriate action to resolve workplace issues in a timely manner.

4.2.3 Categories of workplace issues

With the exception of issues that relate to sexual harassment and sexual misconduct, Drug-Free Workplace, Academic Honesty and Integrity, discrimination, harassment, bullying or occupational violence, the employee should attempt to resolve the issue with his or her supervisor and the responsible Administrator who has the power to resolve the matter. Most issues should be able to be resolved between the parties and at the department level.

There are three main areas or types of employee issues, concerns and disagreements.

- a. Terms and Conditions of Employment
Examples: (not exclusive)

- job duties
 - hours of work
 - health and safety
 - physical working conditions
 - holidays, scheduling
 - benefits
 - allowances
 - pay issues
- b. Application and Interpretation of Policy
Examples: (not exclusive)
- benefits
 - IT usage
 - illegal activities
 - recruitment
 - other college policies
- c. Employee Behavior
Examples: (not exclusive)
- bullying
 - harassment
 - sexual harassment (*refer to Sexual Harassment policy*)
 - threats or coercion
 - verbal or physical altercation
 - breach of confidentiality
 - discrimination
 - codes of conduct violations
 - inter-personal conflict

4.2.4 Resolution Processes

Terms and Conditions of employment and Application and Interpretation of Policy Issues

These types of issues usually require a review of circumstances. If the issue is found to be valid, corrective action will be initiated, and the employee notified of the timing and form of the resolution. If the issue cannot be validated, the employee will be notified and may request a meeting with the supervisor to discuss the decision.

Employee Behavior Issues

These types of issues, depending on the potential seriousness of the allegations, may require a formal investigation by a neutral investigator. Less serious issues may be resolved through clarification of behavior requirements, counselling, training, mediation or other interventions. It is important that employees understand they can safely bring forward behavior issues that they sincerely believe are negatively impacting them in their workplace.

Interpersonal conflict issues should first be brought to the attention of the other person (s) involved and/or the supervisor. If that is not appropriate, the employee can request a meeting with an HR advisor. Possible resolution may involve guidance to one or more of the employee involved to resolve the issue themselves. Mediation (third party) may be useful and training in conflict resolution may be worthwhile to avoid further issues. HR will work

with the employee on appropriate supports, including self-help options and formal facilitation.

Employee behavior complaints need to be in writing with enough detail to assess what action is required. An HR officer can assist with the format and requirements of a written complaint. Note that once a written complaint is received we are required to act and confidentiality is maintained on a need to know basis. Action cannot be acted on anonymous complaints.

4.2.5 Procedure

Upon receiving a written complaint, the Supervisor or Head of Department may take the following steps to resolve the complaint:

Step One: Determine the type of action to be taken

The supervisor will review the complaint and determine the cause of action to be taken. Depending on the nature of the complaint the cause of action can be informal or formal.

When confronted with a complaint, a supervisor can ask themselves three key questions:

- i. Under which of CMI's policies and procedures can this complaint be addressed?
- ii. Is there flexibility around how the complaint can be dealt with so that those involved can work harmoniously again?
- iii. Does this particular issue have broader systemic issues that need to be addressed in the long term?

Step Two: Follow through on internal procedures

When defining the relevant policy and procedure under which the complaint can be addressed, the supervisor must follow through on using internal procedures to resolve the complaint. If unsure of way forward, the supervisor may seek HR advice.

Step Three: Identify the core of the complaint

The Supervisor should focus on identifying the core of the complaint or grievance. An employee may feel wronged on one or more issues, therefore the Supervisor may need to investigate and understand how a resolution can be reached and communicated or effected.

Step Four: Focus on the long-term resolution

The next step is to determine whether the complaint is an isolated incident, or a symptom of underlying issues which may require more in-depth investigation.

The aim is to resolve the complaint and drive towards the goal of reconciling the parties and getting them working together again.

4.2.6 Scope

All employees with the exception of the President are covered under this policy. All employees including permanent, temporary and adjunct faculty are covered in this policy.

4.2.7 Definitions

HR Advisor- Human Resources personnel designated to provide advice on employee conduct matters.

Third party- a nominated employee who is not involved in the conflict and is trained in mediation and conflict resolution skills.

4.3 Employee Discipline

4.3.1 General Policy

All Full-Time Employees, Part-Time Employees and Temporary Employees may be terminated, demoted, suspended, non-renewed or not extended in a fair and equitable manner. The following provisions of this policy shall apply. The notice to such persons shall be required to specify the date of the determination, the nature of the determination and the effective date.

Except as otherwise provided in these policies, employment contracts of regular full-time Employees may be non-renewed or not extended without cause and without any reason or reasons being given for such action, and the following provisions of this policy shall not apply. The notice to such persons shall only be required to specify the date of the determination, the nature of the determination and the effective date. The fact that such an Employee's contract has been renewed in the past shall not be deemed to create an expectation of continued employment beyond the contract expiration date, nor shall it create any protected property interest in employment beyond the contract expiration date.

Except as otherwise provided in these policies, if, during the term of a contract, it is determined that an Employee should be disciplined, suspended, demoted or terminated, the provisions of this policy shall apply.

4.3.2 Authority

The President is delegated the authority and responsibility to suspend, dismiss, demote or reassign on a fair and equitable basis any Employee whose conduct or capacity is such that his or her removal, demotion or reassignment will improve the efficiency of operations at the College. All decisions of the President are final and binding.

4.3.3 Disciplinary Principles

The College's policy is to attempt to deal constructively with Employee performance problems and Employee errors. The disciplinary process will be determined by the College in light of the facts and circumstances of each case. Depending upon the facts and

circumstances, the discipline applied may include, among other things, oral or written warnings, probation, suspension without pay, or immediate discharge. Each situation will be considered in light of a variety of factors including, but not limited to, the seriousness of the situation, the Employee's past conduct and length of service, and the nature of the Employee's previous performance or incidents involving the Employee. Details of this process are outlined further in the Disciplinary Action section below.

4.3.4 Disciplinary Action

Disciplinary Action is taken against an Employee in response to a rule infraction or a violation of College values, policies, standards, employee attributes, norms, customs, or directives. If corrective action is necessary, it is taken at the sole discretion of the College and may take the form of:

- a) Informal discussion/Counselling
- b) verbal warning
- c) written warning
- d) probation
- e) final written warning
- f) Demotion
- g) Salary Deduction
- h) Withholding performance bonus/increment
- i) Transfer to other duties or other locations
- j) Non-renewal of contract
- k) Suspension with benefits
- l) Suspension without benefits
- m) Referral of the matter to the police for further investigation;
- n) and/or immediate discharge.

The College has the right to determine what level of disciplinary action is appropriate in the context of the situation. Prior to issuing Disciplinary Action, an Employee will be given notice of the basis for the disciplinary action and an opportunity to respond to the complaint or conduct at issue. All decisions regarding disciplinary action made by the President of the College or his/her designee are final and binding.

4.3.5 Categorization of infractions or violations

Infractions or violations are generally categorized as:

- **“Minor misconduct”** meaning conduct that comprises an isolated and a minor breach of any College policy, standards of conduct, employee attributes, values, employee’s employment contract, rules and regulations.
- **“Major misconduct”** meaning conduct that comprises a major breach of a College policy, standard of conduct, values, employee attributes, the employee’s employment contract, rules, regulations, RMI national laws or a series of breaches of regulations and/or policies, or conduct that is not in keeping with accreditation and national standards of conduct in the profession.

- **“Gross misconduct”** meaning conduct so seriously in breach of the employee’s conditions of service that it results in a breakdown of the relationship of trust and confidence between an employee and the College, and if proved, warrants an immediate dismissal.

4.3.6 Disciplinary Procedures

The procedures below do not alter the College’s right to terminate the Employee’s employment at any time, with or without cause and with or without notice, subject to the terms and conditions set forth in the Employee’s individual employment contract. Thus, the disciplinary and dispute resolution procedures set forth below may not be applied for all College decisions regarding discipline, including but not limited to termination.

I. Minor Misconduct

- a) Minor infractions of standards of conduct, College policies, norms and customs by employees will be investigated by the immediate Supervisor.
- b) Upon receiving an allegation of misconduct against a staff member, the immediate supervisor will conduct an investigation, collect evidence and make a recommendation to the relevant Administrator within five (5) working days.
- c) Corrective action taken against the employee for a minor misconduct is approved by the relevant Administrator.
- d) The employee is informed of the corrective action by the immediate supervisor within five (5) working days.
- e) All disciplinary actions, counseling discussions and related facts are to be documented and forwarded to the Human Resources Office or the Human Resources Director.

II. Major Misconduct

- a) An allegation of major misconduct made against an employee must be made in writing to the relevant Administrator.
- b) The Administrator will conduct a preliminary investigation and consult with the Human Resources Director on the categorization of allegation and list of penalties.
- c) The Administrator will prepare a report and make a recommendation to the President.
- d) The President after consultation with the relevant Administrator may refer the allegation(s) to a Disciplinary Committee or dismiss the allegation.
- e) If the allegation is referred to a Disciplinary Committee, the Human Resources Department will formulate the charges setting out the details of the misconduct and evidence supporting the allegations.
- f) The Disciplinary Committee shall make a decision within 15 working days and make a formal recommendation to the President.
- g) The President may fully implement the recommendation of the Disciplinary Committee or in part make an executive decision.
- h) The Human Resources Director will formally communicate the President’s decision to the employee.
- i) If the employee believes that he/she has been unfairly treated pursuant to this policy, the employee may file a grievance as set forth in policy 4.4 Grievance Resolution,

III. Gross Misconduct

- a) Allegations of gross misconduct against an employee are referred to the Human Resources Director who will conduct an investigation and gather evidence.
- b) The allegations and evidence supporting the allegations shall be referred to the employee concerned who shall within two (2) working days respond in writing with an explanation in his/her defense.
- c) The Human Resources Director will compile a report and in consultation with the relevant Administrator shall make recommendations to the President who shall have the discretion to decide on penalties as set out in clause 3 of this policy.
- d) In the event the President decides to dismiss the employee, the President shall advise the Human Resources Director to implement his/her decision immediately.
- e) The Human Resources Director shall inform the employee of the decision by a letter in writing.
- f) An employee found guilty for gross misconduct and summarily discharged cannot file a grievance.

4.3.7 Dismissal with cause

The College reserves the right to dismiss an employee with cause. The Acts of Gross Misconduct that may result in cessation of employment with cause include, but are not limited to:

- Sexual Misconduct
- Sexual Harassment
- Prohibited Harassment and Bullying
- Failure to declare a conflict of interest that gives unfair advantage to the employee, disadvantages other employees and/or brings disrepute to the College
- Academic Dishonesty that subjects the College to liability and causes harm to the accreditation status of the College
- Stealing
- Fraud
- Embezzlement
- Falsifying records
- Violation of the College's Drug and Alcohol policy
- Violation of the College's Weapons and Fireworks policy
- Violation of FERPA
- Excessive absenteeism
- Inefficiency or inexcusable neglect of duty
- Gross insubordination

- Physical altercation or threat of bodily harm
- Any criminal offence that may adversely affect the interest of the College and its stakeholders.

Allegations of sexual harassment or sexual misconduct are addressed under policy *4.7 Sexual Harassment and Sexual Misconduct*

4.3.8 Levels of responsibility

- First level Supervisors

Supervisor Responsibility. Immediate supervisors are delegated the responsibility for administration of day to day discipline, including oral admonitions, conflict resolution, mediation, carrying out investigations and recommendation for formal letters of reprimand and initiation of suspension actions consistent with the immediate supervisor's ability to effectively carry out such disciplinary actions.

- Administrator.

Administrator Responsibility. Administrators are delegated the responsibility for administrative oversight of day to day discipline, including oral admonitions, letters of reprimand and recommendation of suspension and discharge actions to the President.

- Director Human Resources

Director Human Resources. All disciplinary actions, counseling discussions and related facts are to be documented and forwarded to the Human Resources Office or the Human Resources Director. The Human Resources Director will:

- a) assist supervisors in developing appropriate documentation for verbal and written warnings,
- b) provide guidance and training to supervisors on conflict resolution, mediation and how to investigate allegations of misconduct by direct reports;
- c) advise employees on disciplinary policy and procedures;
- d) issue letters of suspension and discharge as approved by the President.

4.3.9 Written notification of Disciplinary Action

- a. **Determination of Discipline.** Whenever a Supervisor and/or the Human Resources Director determine that the employment status of an Employee covered by this policy should be disciplined, demoted, suspended or terminated, the supervisor and/or the Human Resources Director will send written notification to the Employee that such a determination has been made. With the exception of a disciplinary decision to dismiss with cause, the Employee has the right to appeal such action under paragraph 4.4 Grievance Resolution Procedure.
- b. **Notice.** The notice shall specify grounds and conditions and include:

1. The date of determination
2. The nature of the determination and the effective date.
3. The reasons for the determination as stated.
4. The rights of the Employee to examine his/her Human Resources file and examine all written evidence which has a bearing on such determination.
5. The rights of the Employee to appeal the decision. This requirement may be satisfied by referring to or including a copy of the relevant Human Resources policies.

Scope

All employees including permanent, temporary and adjunct faculty are covered in this policy.

Definitions

Verbal Warning- A letter confirming a verbal warning with an effective duration of 6 months.

Written Warning- A written warning may proceed a verbal warning or issued immediately depending on the context of the situation and will remain active on the employee's personal file for a period of 12 months.

Final Warning – A Final Written warning will remain active on the employee's personal file for a period of 12 months and may lead to a dismissal subject to stated conditions being met by the employee.

4.4 Grievance Resolution

4.4.1 General Policy. *This policy provides a process for Employees to seek redress concerning employment related grievances arising out of the issuance of Corrective Action, other violations of College policies or procedures, or violation of a term of the Employee's individual contract. The grievance process is not intended to second-guess the professional judgment of officers and colleagues responsible for making administrative decisions.*

4.4.2 Definition of Grievance. A grievance is any allegation or complaint by an Employee of violation, misinterpretation or inequitable application of Human Resource policies, regulations of the College, existing laws, administrative directives or procedures or of the right to fair treatment. All employment contract disputes are treated as a grievance.

4.4.3 Standard for Determining Contested Grievances. In order to prevail in the grievance process, an Employee must establish that the Employee experienced a remediable injury attributable to the alleged violation of a right or privilege based on existing laws, Human Resource policies, regulations of the College, administrative directives or procedures or of the right to fair treatment. Examples would be if the decision-maker disregarded an

established standard for evaluation, relied on impermissible considerations such as race or sex, or failed or refused to consult with or receive information from mandated advisory bodies.

4.4.4 Coverage. Under the College's Equal Opportunity and Non-Discrimination policies, the grievance procedure is available to all Employees of the College.

4.4.5 Formal Grievance

1. **Initiation.** Within fourteen (14) days of the Employee receiving notification of a Corrective Action or other conduct giving rise to the grievance, the aggrieved Employee shall file a formal grievance using Form 4.4A Formal Grievance with the administrative supervisor at the level of Vice President. At the time of the complaint, a copy of the grievance must be presented to the Director of Human Resources and to the individual against whom the grievance is being made. Upon receipt of a copy of the grievance complaint, the Director of Human Resources will issue to the concerned parties a copy of the Grievance Committee Procedures. If the grievance is against the Dean, a Vice President or President, the Employee may present his or her complaint to a Vice President not involved in the complaint. The signed, written complaint must sufficiently state the following:
 - A. A general description of the nature of the grievance.
 - B. A specific description of the act or acts upon which the grievance is based.
 - C. The time, date and place of such act or acts.
 - D. The names of all persons alleged to be involved in the act or acts giving rise to the grievance.
 - E. The remedy sought by the aggrieved Employee to resolve the grievance.
 - F. Actions taken to resolve the grievance informally.

2. **Establishment of a Grievance Committee.** The Director Human Resources upon receiving the written complaint will be responsible for establishing a Grievance Committee and convening their first meeting within ten (10) working days of receipt of the complaint.

The Grievance Committee shall consist of one (1) member from the administrative or supervisory level selected by the President to serve as Chairperson, the Human Resources Director or his/her designee not involved in the disciplinary process; and (1) member from the aggrieved Employee's peer group selected by the aggrieved Employee. Should the grievance be against the President, one (1) committee member will be chosen by the Chairman of the Board of Regents. The Human Resource Director or designee shall serve as advisor and facilitator for proceedings of the Grievance Committee...

3. Grievance Committee Procedures

- A. The Grievance Committee shall complete its hearings within twenty (20) working days after receipt of the written complaint. Minutes of the hearings shall be recorded for review. The grievance shall be resolved by a majority of the committee.

- B. The aggrieved employee and other parties concerned in the grievance can bring a reasonable number of relevant witnesses and freely offer relevant and non-duplicative evidence to the Committee. Except in unusual circumstances, no party may call more than three (3) witnesses. The aggrieved employee, accused and witnesses must present their written statements to the minute-taker before offering their testimony.
 - C. When the Committee has completed its deliberations, it will report its findings to the College President, unless the President is the subject of complaint, if so, then to the Chairman of the Board of Regents, who will take final action on the Committee's report. The President of the College or the President's designee will have final authority to decide all grievances, which decision shall be final and binding on the parties. The Committee must meet and deliver its written report as described within ten (10) working days after the hearings are concluded. The President of the College or the President's designee will take action on the Committee's report within ten (10) working days after receiving it.
- 4 **Grievance by Executive Personnel.** A grievance by an administrator in the President's office other than the President shall proceed in accordance with the procedures set forth in this Section. A grievance by the President shall be resolved by the Board of Regents in a manner prescribed by the Board of Regents. The decision of the Board of Regents is final.
- 5 **Confidentiality.** The right to confidentiality of all employees will be respected in to the extent possible as the situation permits. The College prohibits any kind of retaliation against any person who, in good faith, brings a complaint to the attention of the College. All complaints will be kept confidential to the fullest extent possible.

4.5 Sexual Harassment And Sexual Misconduct Policies

4.5.1 Sexual Harassment Prevention and Resolution

- a. *General Policy. The College is committed to providing its staff, faculty and students the opportunity to pursue excellence in their academic and professional endeavors. This can only exist when each member of our community is assured an atmosphere of mutual respect, one in which he or she is judged solely on criteria related to academic or job performance. The College is committed to providing such an environment, free from all forms of harassment and discrimination. Each member of the College community is responsible for fostering mutual respect, for being familiar with this policy, and for refraining from conduct that violates this policy. Sexual harassment of employees by students, co-workers, or superiors as well as sexual harassment or sexual intimidation of students by peers, staff, faculty or administrators is unacceptable to the College.*
- b. **Definitions**
 - 1. **Sexual Harassment.** Sexual harassment, whether between people of different sexes or the same sex, is defined to include, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other behavior of a sexual nature when:

- A. Submission to such conduct is made implicitly or explicitly a term or condition of an individual's employment or participation in an educational program;
 - B. Submission to or reflection of such conduct by an individual is used as the basis for Human Resources decisions or for academic or staff evaluation or advancement;
 - C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creates an intimidating, coercive, hostile or offensive working or educational environment.
2. Sexual Intimidation: Sexual intimidation includes any unreasonable behavior, verbal, or non-verbal, which has the effect of subjecting members of either sex to humiliation, exploitation, embarrassment, or discomfort because of their gender.

c. Violations.

Fundamental to the College's purpose is the free and open exchange of ideas. It is not, therefore the College's purpose, in promulgating this policy, to inhibit free speech or the free communication of ideas by members of the College community. The College is committed to providing a safe educational and working environment for its faculty, staff and students.

The College will not tolerate sexual harassment. It is a form of discrimination, a violation of law, and a serious violation of College policy. In accordance with its educational mission, the College works to educate its community regarding sexual harassment. Disciplinary or corrective action will be taken when instances of sexual harassment or sexual intimidation are identified and confirmed. Retaliation against persons who file complaints is also a violation of laws prohibiting discrimination and will lead to disciplinary action against offenders. Supervisors who knowingly condone, fail to report, or fail to take action to remediate incidents of harassment or intimidation may themselves be subject to discipline.

The College encourages individuals to report incidents of sexual harassment regardless of who the alleged offender may be. Complainants are assured that problems of this nature will be treated in a confidential manner, subject to the College's legal obligation to respond appropriately to any and all allegations of sexual harassment. The means by which complaints are resolved can range from informal to formal.

The College prohibits acts of reprisal against anyone involved in lodging a complaint of sexual harassment. Conversely, the College considers filing intentionally false reports of sexual harassment a violation of this policy.

Members of the College community who are the victims of, or who have knowledge of, an incident of sexual harassment or a sexual assault occurring on College property, or occurring in the course of a College sponsored activity, or perpetuated by a member of the College community, are urged to report the incident to campus authorities immediately.

d. Procedures for Responding To Reports Of Sexual Harassment

- i. The primary purpose of the procedures is to provide:
 - a. all members of the College community with a process for reporting sexual harassment in accordance with the policy; and for prompt and effective response to reports of sexual harassment in accordance with the policy.

- ii. These procedures also cover reports of retaliation related to reports of sexual harassment. Any exceptions to these procedures must be approved by the President of the College.

e. Procedures for Reporting and Responding to Reports of Sexual Harassment

- i. **Making Reports of Sexual Harassment.** All members of the College community are encouraged to contact the Human Resources Director (Sexual Harassment Officer) if they observe or encounter conduct that may be subject to the College's Policy on Sexual Harassment. Reports of sexual harassment may be brought to the Human Resources Director, to a human resources coordinator, or to any manager, supervisor, or other designated employee responsible for responding to reports of sexual harassment. If the person to whom harassment normally would be reported is the individual accused of harassment, reports may be made to another manager, supervisor, human resources coordinator, or designated employee. Managers, supervisors, and designated employees shall be required to notify the Human Resources Director or other appropriate official designated to review and investigate sexual harassment complaints when a report is received.
- ii. Reports of sexual harassment shall be brought as soon as possible after the alleged conduct occurs, optimally within one year. Prompt reporting will enable the College to investigate the facts, determine the issues, and provide an appropriate remedy or disciplinary action. For reports of sexual harassment brought after one year, the College shall respond to reports of sexual harassment to the greatest extent possible, taking into account the amount of time that has passed since the alleged conduct occurred.
- iii. **Options for Resolution.** Individuals making reports of sexual harassment shall be informed about options for resolving potential violations of the Policy on Sexual Harassment. These options shall include procedures for Early Resolution, procedures for Formal Investigation, and filing complaints or grievances under the applicable College grievance procedures. Individuals making reports also shall be informed about policies applying to confidentiality of reports under this policy (see E. below). The College shall respond to the greatest extent possible to reports of sexual harassment brought anonymously or brought by third parties not directly involved in the harassment. However, the response to such reports may be limited if information contained in the report cannot be verified by independent facts.
- iv. Individuals bringing reports of sexual harassment shall be informed about the range of possible outcomes of the report, including interim protections, remedies for the individual harmed by the harassment, and disciplinary actions that might be taken against the accused as a result of the report, including information about the procedures leading to such outcomes.
- v. An individual who is subjected to retaliation (e.g., threats, intimidation, reprisals, or adverse employment or educational actions) for having made a

report of sexual harassment in good faith, who assisted someone with a report of sexual harassment, or who participated in any manner in an investigation or resolution of a report of sexual harassment, may make a report of retaliation under these procedures. The report of retaliation shall be treated as a report of sexual harassment and will be subject to the same procedures.

- vi. **Procedures for Early Resolution.** The goal of Early Resolution is to resolve concerns at the earliest stage possible, with the cooperation of all parties involved. Employees of the College are encouraged to utilize Early Resolution options when the parties desire to resolve the situation cooperatively and/or when a Formal Investigation is not likely to lead to a satisfactory outcome. Early Resolution may include an inquiry into the facts, but typically does not include a formal investigation. Means for Early Resolution shall be flexible and encompass a full range of possible appropriate outcomes. Early Resolution includes options such as mediating an agreement between the parties, separating the parties, referring the parties to counseling programs, negotiating an agreement for disciplinary action, conducting targeted educational and training programs, or providing remedies for the individual harmed by the harassment. Early Resolution also includes options such as discussions with the parties, making recommendations for resolution, and conducting a follow-up review after a period of time to assure that the resolution has been implemented effectively. Early Resolution may be appropriate for responding to anonymous reports and/or third party reports. Steps taken to encourage Early Resolution and agreements reached through early resolution efforts should be documented.
- vii. While the College encourages early resolution of a complaint, the College does not require that parties participate in Early Resolution prior to the College's decision to initiate a formal investigation. Some reports of sexual harassment may not be appropriate for Early Resolution, but may require a formal investigation at the discretion of the Human Resources Director or other appropriate official designated to review and investigate sexual harassment complaints.
- viii. **Procedures for Formal Investigation.** In response to reports of sexual harassment in cases where Early Resolution is inappropriate (such as when the facts are in dispute in reports of serious misconduct, or when reports involve individuals with a pattern of inappropriate behavior or allege criminal acts such as stalking, sexual assault or physical assault) or in cases where Early Resolution is unsuccessful, the College may conduct a Formal Investigation. In such cases, the individual making the report shall be encouraged to file a written request for Formal Investigation. The wishes of the individual making the request shall be considered, but are not determinative, in the decision to initiate a Formal Investigation of a report of sexual harassment. In cases where there is no written request, the Human Resources Director or other appropriate official designated to review and investigate sexual harassment complaints, in consultation with the administration, may initiate a Formal Investigation after

making a preliminary inquiry into the facts. Formal Investigation of reports of sexual harassment shall incorporate the following standards:

- a. The individual(s) accused of conduct violating the Policy on Sexual Harassment shall be provided a copy of the written request for Formal Investigation or otherwise given a full and complete written statement of the allegations, and a copy of the Policy on Sexual Harassment and Procedures for Responding to Reports of Sexual Harassment.
- b. The individual(s) conducting the investigation shall be familiar with the Policy on Sexual Harassment and have training or experience in conducting investigations.
- c. The investigation generally shall include interviews with the parties if available, interviews with other witnesses as needed, and a review of relevant documents as appropriate. Disclosure of facts to parties and witnesses shall be limited to what is reasonably necessary to conduct a fair and thorough investigation. Participants in an investigation shall be advised that maintaining confidentiality is essential to protect the integrity of the investigation.
- d. Upon request, the complainant and the accused may each have a representative present when he or she is interviewed. Other witnesses may have a representative present at the discretion of the investigator or as required by applicable College policy.
- e. At any time during the investigation, the investigator may recommend that interim protections or remedies for the complainant or witnesses be provided by appropriate College officials. These protections or remedies may include separating the parties, placing limitations on contact between the parties, or making alternative working or student housing arrangements. Failure to comply with the terms of interim protections may be considered a separate violation of the Policy on Sexual Harassment.
- f. The investigation shall be completed as promptly as possible and in most cases within 60 working days of the date the request for formal investigation was filed. This deadline may be extended on approval by the College President.
- g. Generally, an investigation should result in a written report that at a minimum includes a statement of the allegations and issues, the positions of the parties, a summary of the evidence, findings of fact, and a determination by the investigator as to whether College policy has been violated. The report also may contain a recommendation for actions to resolve the complaint, including educational programs, remedies for the complainant, and a referral to disciplinary procedures as appropriate. The report shall be submitted to the College President to implement the actions necessary to resolve the complaint. The report may be used as evidence in other related procedures, such as subsequent complaints, grievances and/or disciplinary actions.
- h. The complainant and the accused shall be informed promptly in writing when the investigation is completed. The complainant shall

be informed if there were findings made that the policy was or was not violated and of actions taken to resolve the complaint, if any, that are directly related to the complainant, such as an order that the accused not contact the complainant. In accordance with College policies protecting individuals' privacy, the complainant may generally be notified that the matter has been referred for disciplinary action, but shall not be informed of the details of the recommended disciplinary action without the consent of the accused.

- i. The complainant and the accused may request a copy of the investigative report pursuant to College policy governing privacy and access to personal information. However, the report shall be redacted to protect the privacy of personal and confidential information regarding all individuals other than the individual requesting the report in accordance with College policy.

f. Complaints or Grievances Involving Allegations of Sexual Harassment

- i. An individual who believes he or she has been subjected to sexual harassment may file a complaint or grievance pursuant to the College's Grievance Policy. Such complaint or grievance may be filed either instead of or in addition to making a report of sexual harassment to the Human Resources Director or other appropriate official designated to review and investigate sexual harassment complaints under this policy. A complaint or grievance alleging sexual harassment must meet all the requirements under the applicable grievance procedure, including time limits for filing.
- ii. If a complaint or grievance alleging sexual harassment is filed in addition to a report made to the Human Resources Director or other appropriate official designated to review and investigate sexual harassment complaints under this policy, the grievance shall be held in abeyance subject to the requirements of any applicable complaint resolution or grievance procedure, pending the outcome of the Early Resolution or Formal Investigation procedures. If the individual wishes to proceed with the complaint or grievance, the Early Resolution or Formal Investigation shall constitute the Informal Resolution Step of the College's Grievance Procedure.
- iii. An individual who has made a report of sexual harassment also may file a complaint or grievance alleging that the actions taken in response to the report of sexual harassment did not follow College policy. Such a complaint or grievance may not be filed to address a disciplinary sanction imposed upon the accused. Any complaint or grievance regarding the resolution of a report of sexual harassment under this procedure must be filed in a timely manner. The time period for filing begins on the date the individual was notified of the outcome of the sexual harassment investigation or other resolution process pursuant to this policy, and/or of the actions taken by the President in response to the report of sexual harassment, whichever is later.

g. Remedies and Referral to Disciplinary Procedures

Findings of violations of the Policy on Sexual Harassment may be considered in determining remedies for individuals harmed by the sexual harassment and shall be referred to applicable disciplinary procedures. Procedures under this policy shall be coordinated with applicable grievance and disciplinary procedures to avoid duplication in the fact finding process whenever possible. Violations of the policy may include engaging in sexual harassment, retaliating against a complainant reporting sexual harassment, violating interim protections, and filing intentionally false charges of sexual harassment. Investigative reports made pursuant to this policy may be used as evidence in subsequent grievance and disciplinary proceedings as permitted by the applicable procedures.

h. Privacy

The College shall protect the privacy of individuals involved in a report of sexual harassment to the extent required by law and College policy. A report of sexual harassment may result in the gathering of extremely sensitive information about individuals in the College community. While such information is considered confidential, College policy regarding access to public records and disclosure of personal information may require disclosure of certain information concerning a report of sexual harassment. In such cases, every effort shall be made to redact the records in order to protect the privacy of individuals. An individual who has made a report of sexual harassment may be advised of sanctions imposed against the accused when the individual needs to be aware of the sanction in order for it to be fully effective (such as restrictions on communication or contact with the individual who made the report). However, information regarding disciplinary action taken against the accused shall not be disclosed without the accused's consent, unless it is necessary to ensure compliance with the action or the safety of individuals.

i. Confidentiality of Reports of Sexual Harassment

The College shall identify confidential resources with whom members of the College community can consult for advice and information regarding making a report of sexual harassment. These resources provide individuals who may be interested in bringing a report of sexual harassment with a safe place to discuss their concerns and learn about the procedures and potential outcomes involved. These resources shall be posted and prominently displayed in common areas. Confidential resources include campus ombudspersons and/or licensed counselors in employee assistance programs or student health services. Individuals who consult with confidential resources shall be advised that their discussions in these settings are not considered reports of sexual harassment and that without additional action by the individual, the discussions will not result in any action by the College to resolve their concerns.

The College shall notify the College community that certain College employees, such as the Human Resources Director (Sexual Harassment Officer), managers, supervisors, and other designated employees have an obligation to respond to reports of sexual harassment, even if the individual making the report requests that no action be taken. An individual's requests regarding the confidentiality of reports of sexual harassment will be considered in determining an appropriate response; however, such requests will be considered in the

dual contexts of the College's legal obligation to ensure a working and learning environment free from sexual harassment and the due process rights of the accused to be informed of the allegations and their source. Some level of disclosure may be necessary to ensure a complete and fair investigation, although the College will comply with requests for confidentiality to the extent possible.

j. Retention of Records Regarding Reports of Sexual Harassment

The Human Resources office is responsible for maintaining records relating to sexual harassment reports, investigations, and resolutions. Records shall be maintained in accordance with College records policies, generally five years after the date the complaint is resolved. Records may be maintained longer at the discretion of the Human Resources Director in cases where the parties have a continuing affiliation with the College. All records pertaining to pending litigation or a request for records shall be maintained in accordance with instructions from legal counsel.

4.5.2 Other Prohibited Harassment

The College also prohibits other forms of harassment based upon a status protected by law, including harassment based on race, creed, color, national/ethnic origin, ancestry, gender, age sexual orientation, religion, disability veteran or other status protected under RMI and U.S. federal law.

Such harassment may include offensive or degrading jokes, name calling or slurs, unwelcome touching, insults, threats, intimidating conduct, or violent acts, because of or arising out of the person's protected status.

The College will respond to all complaints of other forms of illegal harassment. When necessary, the College will institute disciplinary proceedings against the offending individual, which may result in a range of sanctions, up to and including dismissal from the College.

4.5.3 Consensual Relationships

The preservation of an atmosphere of trust, academic freedom, and respect for all members of the College is an essential expectation for the welfare of faculty, staff, and students. Accordingly, College faculty, administrators, and staff members may not engage in romantic or sexual relations with College students. In like manner, employees may not engage in romantic or sexual relations with employees whom they supervise. (Of course, this policy does not apply to married couples.) When romantic or sexual relationships exist between students, faculty, supervisors or employees, where power differentials exist, the opportunity for harassment or misconduct and the appearance of impropriety make such relationships unwise, unethical, and inappropriate. In those cases where there are inappropriate relations as described above, the College will hold employees responsible for all actions related to sexual harassment or misconduct that may result.

Even though power differentials may not exist at the time of any given consensual relationship, difficulties may arise if the faculty member or staff member comes to have a professional responsibility for the student or employee. Faculty and staff should realize that the end of a romantic relationship, even one in which no power differential exists, could be followed by a claim of sexual harassment or misconduct. In such situations, it may be difficult to establish "mutual consent."

All faculty and staff at the College should understand that romantic or sexual relations with students or employees in violation of this policy may lead to disciplinary action by the College up to and including dismissal, and/ or may lead to legal action by complainants.

4.5.4 Sexual Misconduct Policy

***Policy.** Sexual misconduct threatens the College's community of trust because it endangers the physical and emotional safety of its members, offends the dignity and violates the autonomy of its members, and disrupts the academic progress of survivors during their recovery. Sexual misconduct is a serious violation of the community's trust and will not be tolerated.*

Consequences. Sexual misconduct by a student or employee may result in disciplinary action under the College's policies and procedures and may be prosecuted under RMI criminal statutes. Even if the criminal justice authorities choose not to prosecute, the College can pursue disciplinary action, and such action could result in dismissal from the College. The College encourages all members of its community to be aware of both the consequences of sexual misconduct and the options available to survivors. It is the policy of the College to encourage survivors to report all incidents and violations to the law enforcement officials or agencies with appropriate jurisdiction and avail themselves of all the services and rights to which they are entitled by law.

Definition of Sexual Misconduct. Sexual misconduct is defined as sexual contact without consent, and includes: intentional touching, either of the victim or when the victim is forced to touch, directly or through clothing, another person's genitals, breasts, thighs, or buttocks; rape (sexual intercourse without consent, whether by an acquaintance or a stranger); attempted rape; sodomy (oral sex or anal intercourse) without consent; or sexual penetration with an object without consent. Lack of consent is presumed when the sexual contact is committed either by force, intimidation, deceit, or when the victim is mentally incapacitated or physically helpless.

Verbal Misconduct. Verbal misconduct, without accompanying physical contact as described above, is not defined as sexual misconduct. Verbal misconduct may constitute sexual harassment, which is also prohibited under College regulations.

4.6 Drug-Free Workplace

4.6.1 General Policy

This policy applies to all Employees, including student employees.

The College is committed to maintaining a work environment which is drug and alcohol free. The unlawful and unauthorized use, possession, manufacture, distribution, or sale of controlled substances is prohibited in and on College property and during the performance of one's duties.

Compliance with the College's Drug and Alcohol Policy is a condition of continued employment. Violations of this policy will result in disciplinary action, up to and including termination of employment. An employee who violates the provisions of this policy may be

required to successfully complete a drug/alcohol abuse rehabilitation program as an alternative to termination.

Accordingly, the President shall establish regulations consistent with the Drug-Free Workplace Act of 1988, hereafter referred to as the "Act", regarding the unlawful manufacture, distribution, possession or use of a controlled substance in the workplace. The regulations shall address the need to:

- a. Certify, pursuant to the Act, that the College will provide a drug-free workplace;*
- b. Notify employees regarding prohibitions and penalties under the Act;*
- c. Notify appropriate agencies regarding workplace violations; and*
- d. Establish a drug-free awareness program for employees.*

4.6.2 Administrative Regulations

- a. The following definitions are intended to conform to U.S. federal regulations to implement the Act and are subject to change as necessary to maintain consistency with such regulations.
 1. "Drug-Free Workplace" means the site for performance or work done in connection with a specific grant.
 2. "Employee" means the employee directly engaged in the performance of work pursuant to the provision of the grant.
 3. The College will provide the necessary certifications related to the Act to appropriate agencies from whom it receives grants.
- b. The College shall notify employees that it maintains a drug-free workplace where the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited.
 1. That notification will specify that drug abuse in the workplace is prohibited and will specify the actions to be taken against employees who violate the prohibition.
 2. Each employee directly engaged in the performance of any grant subject to the Act will be given a copy of the notification.
 3. The notice will inform these employees that it is a condition of employment that the employee adhere to the requirements of the Act and that he or she must notify the HR Office within five (5) days after any criminal statute conviction occurring in the workplace.
- c. Within ten (10) days after receiving notice of any workplace-related criminal drug statute conviction pursuant to Section b.3 above, the President will notify appropriate agencies from which applicable grants are received. The President or designee shall, within thirty (30) days of receiving notice of such conviction, initiate personnel action or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by an appropriate governmental agency.
- d. The College shall establish a drug-free awareness program for all employees. The program is designed to inform employees about the College's policy regarding a drug-free workplace, the

dangers of drug abuse in the workplace, and any assistance programs and penalties that may be imposed for drug statute conviction.

f. For all employees, alcohol consumption is prohibited during the workday, including rest periods and meal periods. Notwithstanding this, there may be occasions, removed from the usual work setting, at which it is permissible to serve and use alcohol in moderation in receptions or similar social settings, when authorized by the College administration.

4.7 Smoking Policy

4.7.1. All Campus Buildings Are Designated As Non-Smoking Buildings.

a. Tobacco-free environment. The American College Health Association supports the findings of the Surgeon General and acknowledges that any form of tobacco use, whether active or passive, is a significant health hazard. The College realizes that a tobacco-free environment cannot be attained simply or immediately, but we can take some positive steps to ensure a healthier environment. It is our goal to provide a safe, healthy, and comfortable environment in which members of our campus community can live and work. All campus buildings are designated as non-smoking buildings. Based on the recommendations set forth by the ACHA, the following policy is in effect:

1. *Policy. Smoking is permitted only outdoors where ashtrays are present. It is not permissible for students, faculty, staff, or guests to smoke at the entrances of buildings unless stated below.*

b. Responsibility. The success of the Smoking Policy depends on the thoughtfulness, consideration, and cooperation of smokers and non-smokers. Everyone shares responsibility for this policy which will be reviewed on a regular basis. Inquiries should be directed to the Human Resources Office.

4.8 Weapons and Fireworks

4.8.1 Weapons prohibited on campus.

Only Public Safety Officers are allowed to have approved weapons on campus. Weapons of any kind are prohibited on campus. All fireworks are prohibited on campus unless sanctioned for a campus event. Employees who violate this prohibition may be disciplined and discharged for such conduct.

4.9 Academic Honesty and Integrity

4.9.1 Purpose

This policy outlines the principles of academic honesty and integrity and applies to all employees and affiliates of the College, and operates and is applied in accordance with related College policies.

4.9.2 Policy

It is the obligation of every CMI employee to uphold academic honesty and integrity in all facets of work. As an academic institute of higher education, it is essential that all members of the CMI community conduct themselves in a manner that preserves the integrity of their

work as well as the work of others. Violation of this policy will be taken seriously with penalties up to and including termination of employees.

4.9.3 Application

The College recognizes that academic freedom must be exercised with integrity and responsibility by all its employees.

4.9.4 Academic Integrity

“Academic Integrity” refers to the values on which good academic work must be founded: honesty, trust, fairness, respect and responsibility. Academic integrity includes a commitment not to engage in or tolerate acts of falsification, misrepresentation or deception. Such acts of dishonesty violate the fundamental ethical principles of the College community and compromise the worth of work completed by others. The terms “academic integrity” and “academic honesty” are used interchangeably in this policy.

All written work submitted for a course, except for acknowledged quotations, must be expressed in the employee’s own words, with proper referencing and appropriate attribution of borrowed ideas. This also applies to preparing teaching resources, policy adaptation, reports, institutional/consultancy papers and publishing research.

4.9.5 Academic Dishonesty

Academic misconduct occurs where an employee uses dishonest practices (such as cheating or plagiarism) in carrying out academic work (coursework, assignments or examinations), manipulation of student assessments or exam marking that provides an unfair personal gain, sitting an examination or undertaking research work that infringes on intellectual property.

i. Plagiarism

Plagiarism is the act of copying or stealing someone else's words or ideas and passing them off as your own work.

- a. An example of plagiarism is when you copy a paper from the Internet or a person, put your name on it and turn it in as if you wrote it.
- b. An example of plagiarism is when you buy a term paper or essay written by someone else and attempt to use it as your own.
- c. An example of plagiarism is putting in your own words another person’s ideas without correctly attributing the source or research text.

Plagiarism may include, but is not limited to the following:

- a) Copying of the published or unpublished words or research of another writer including students without acknowledging the source using acceptable reference citation methods. Thus, to; 'cut and paste' from internet sources or 'lift' sentences, ideas and sections from a textual source qualifies as plagiarism.
- b) Lifting or cutting and pasting extracts without quotation marks or appropriate acknowledgement of sources.
- c) Paraphrasing of content and ideas without proper acknowledgement of the source.
- d) The use of images, diagrams, photographs and material from blogs and social networks or other sources, without acknowledgement.
- e) Improper use of student research.

- f) List in another person who did not significantly contribute to writing of the paper.

ii. **Collusion**

Collusion means working with someone else to deceive or mislead to gain an unfair advantage. It includes;

- Submission of a paper that has been written by an author other than the author credited for that piece of writing. This includes the use of paid services of a student, or any other person that has been solicited for that purpose.
- Facilitating or enabling another person to plagiarize in any way.
- Altering any official records of the College without proper authorization.

iii. **Cheating**

Cheating involves acting in any way that directly contradicts accepted academic principles.

Cheating includes but is not limited to:

- Doing anything to give/gain an unfair or illicit academic advantage in an examination;
- Enabling a student to cheat in a test or examination;
- Manipulation of scores in tests or examination or in any other form of assessment;
- Enabling any student to receive an unfair personal gain/advantage in any or a combination of any of the *above*.
- Falsifying data related to student performance.

4.9.6 Penalties

- i. Proven cases of academic misconduct under this policy is subject to corrective action as outlined in Chapter 4 of the Human Resources Handbook. The penalties imposed under this policy may vary, based on the seriousness of the case including the impact on the College's reputation. Minor academic offenses by employees are dealt with by the immediate Supervisor and the relevant Administrator.
- ii. The sanctions for academic dishonesty can also include cancellation of any College-endorsed works and or funds awarded which was found to be associated with the offense;
- iii. In severe cases, an employee's conduct may lead to immediate discharge in accordance with provisions of the Employee Discipline policy. In cases of major academic offenses, the employee may be terminated for "cause" by the President.
- iv. Minor offenses affect the operations and /or reputation of the Department. Major offenses affect the operation and/or the reputation of the College.

4.9.7 Scope

All employees of the College are covered under this policy.

4.9.8 Authority

- i. The immediate Supervisor and the relevant Administrator is the ultimate authority for decisions related to minor violations of this policy by employees of the College.

- ii. The President is the ultimate authority for decisions related to major violations of this policy by employees of the College.

Sources:

<http://www.yourdictionary.com/plagiarism-> Retrieved August 12th, 2016.

<https://www.coursehero.com/file/p2n2ea7/Your-course-coordinator-will-not-mark-any-assignment-received-after-the-final>

4.10 Conflict of Interest

4.10.1 Purpose

To establish rules of ethical conduct for College employees which ensure that their private interests do not conflict or appear to conflict with their duties and responsibilities at the College.

4.10.2 Scope

All College employees.

4.10.3 Definitions

Word/Term	Definition
Conflict of Interest	Any situation where personal interests of employees may be incompatible or in conflict with their responsibilities as College employees, and includes actual, potential or perceived conflicts of interest.
Private Interest	Business, commercial or financial interest

4.10.4 Policy

The College expects its employees to act in ways that preserve and enhance the reputation and business integrity of the College. Employees, their spouses and their dependents should not have private interests that could conflict or appear to conflict with the discharge of employees' official duties.

4.10.5 Provisions for Employees

- a. Upon joining the College and subsequently as and when necessary, employees, at their own initiative, are required to disclose in writing to their immediate supervisor any private interest which could be construed to be in actual or potential conflict of interest.
- b. No conflict should exist or appear to exist between the private interests and activities of employees and their official duties at the College. Employees are under an obligation to manage their affairs so that no conflict of interest arises.
- c. Employees who:
 - i. are elected to office in a constituency organization within the college,
 - ii. hold an outside office, or outside employment

should not place themselves in a conflict of interest situation or in a position which raises doubts about their capacity to perform their official duties in an objective manner.

4.10.6 Example of actual Conflict of Interest

The following represents behaviors which are in direct conflict of interest with College activities. The list is not intended to be exhaustive. In the event that an employee is uncertain if a conflict exists, he or she should utilize the provisions of *section 4.12.8c* of this policy.

No employee shall:

- a. market for personal gain the result of College-sponsored activities except where a written agreement has been reached with the College through the immediate supervisor and approved by the President.
- b. use College resources (for example, facilities, materials, staff time or services) for private interest without the prior approval of the immediate supervisor. If permission is granted to pursue such activity, the College is to secure adequate compensation.
- c. acquire or dispose of College equipment or property for private interest.
- d. use the College name or processes to acquire equipment or property for private interest.
- e. use or communicate information privy to the College for private use. This does not include the incidental reporting in conversations, lectures, articles, books or other means of communication of work in progress.
- f. associate the name of the College with any outside activity or business venture or use the College address or telephone number for such a purpose.
- g. associate their position held at the College with any political activity.
- h. compete directly with the College in the provision of services or products under the College's mandate. Any activity deemed to represent economic competition will not be allowed.
- i. own, be in a partnership or otherwise be materially involved with an outside person, agent, competitor, business, contractor or supplier that deals or competes directly or indirectly with the College.
- j. participate in any way in the selection, performance appraisal, demotion, transfer, promotion, discipline or termination of members of their family.
- k. accept personal gifts of products or services or other such benefits which may compromise, or give the appearance of compromising objectivity in carrying out their job.
- l. provide in the performance of their duties, preferential treatment to relatives or friends or to organizations in which they or their relatives or friends have an interest, financial or otherwise.

4.10.7 Employee Awareness

- a. Each employee will receive the College Conflict of Interest policy in their offer of employment letter. New employees will be asked to sign the Conflict of Interest Certificate of Compliance form which acknowledges that they have received and read the Conflict of Interest policy. If new employees declare any outside office or

employment, Human Resources will review the declaration as that office or employment may present a contravention of this policy.

- b. As part of the performance review of employees, managers will review the conflict of interest policy and request individual employees to acknowledge that they are aware of the policy and are not currently in a conflict of interest situation. If employees believe they may be in a conflict of interest situation, they are to complete the Declaration of Conflicts of Interest form.

4.10.8 Assessment and resolution

- a. The College requires full disclosure of information of its employees of private interests which could be construed to be actual or potential conflicts of interest. Initial disclosure of the relationship is not considered adequate.
- b. Where it is determined that a real conflict exists, the College will respond within a reasonable length of time advising of the necessary action to avoid, withdraw from, or otherwise resolve the situation.
- c. Where employees are uncertain if a conflict exists, the onus is on the employee to raise the potential conflict with their immediate supervisor. Employees are required to notify their immediate supervisors of private interests which could be construed to be actual or potential conflicts of interest. All notification should be in writing, giving full disclosure of information regarding activities of conflict or potential conflict of interest. For the purposes of making a determination under this policy, the College may request additional information.
- d. The supervisor will respond in writing within twenty (20) working days to the employee's potential conflict of interest. If the supervisor cannot provide a definite answer to the employee's potential conflict of interest, or further investigation if required, he/she should so inform the employee and provide a date by which the issue will be expected to be resolved.
- e. Should the supervisor need assistance to determine whether a conflict of interest exists, the supervisor will seek clarification through the appropriate Vice President and the Director, Human Resources. Should ambiguity still exist, the immediate supervisor may file an assessment with the Vice President, Administration.
- f. If a conflict is deemed not to exist, the employee will be informed in writing and a copy sent to the Human Resources for the employee's file.
- g. If a conflict is deemed to exist, the employee will be informed in writing and the supervisor will advise the employee of the necessary action to be taken to avoid, withdraw from, or otherwise resolve the situation. A copy will be sent to the Human Resources for the employee's file.

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- h. After a conflict of interest has been deemed to exist, the supervisor will hold a follow-up session with the employee to ensure compliance with this policy.
- i. Where the supervisor or other College official becomes aware of a potential conflict of interest, the immediate supervisor will contact the employee concerned to obtain clarification of the activities in question. The employee will provide full disclosure of information about the private interest which has been construed as a potential conflict of interest. The supervisor will respond as described in *section 4.12.12*. An employee who is in a conflict of interest situation and has failed to disclose it may be subject to disciplinary sanctions, up to and including the termination of employment.

4.10.9 Review of supervisor’s decision

An employee may request a review of the supervisor’s decision about the potential conflict of interest to the next level of management. This review will be requested in writing and a written decision will be provided to the employee within twenty (20) working days.

4.10.10 Failure to comply

- a. Failure to comply with this policy will result in disciplinary action, up to and including termination.
- b. In the interest of avoiding real and potential conflict of interest situations, the College requires full disclosure of information. Failure to provide adequate information when requested to do so may result in disciplinary action, up to and including termination.

4.10.11 Process

The required actions and form of investigation will in all cases depend on the circumstances, taking into consideration the nature of the conflict of interest. In some cases, not all steps will be required and in other cases, additional steps may be taken.

4.10.12 Procedure

Action	Responsibility
New Employees	
Provide new employees a copy of the College Conflict of Interest policy with their offer of employment letter.	Human Resources
Request new employees to sign the Conflict of Interest Certificate of Compliance form (Appendix 1) to acknowledge that they have received and read the Conflict of Interest policy.	Human Resources
Complete the Declaration of Conflicts of Interest form (Appendix 2) to declare a potential or perceived conflict of interest and return to Human Resources within fifteen (15) days of receiving the documentation.	New employee
Review the declarations submitted by new employees, consulting with the hiring manager or appropriate vice-president, as needed.	Human Resources

Inform the new employee and the immediate supervisor in writing within twenty (20) working days if a real conflict exists, and advise of the necessary action to resolve the conflict of interest.	Human Resources
Action	Responsibility
Existing Employees	
Review the Conflict of Interest policy as part of the annual performance review, or as required.	Immediate Supervisor and Employee
Complete the Declaration of Conflicts of Interest form (Appendix 2) to declare a potential or perceived conflict of interest.	Employee
Review the Declaration submitted by the employee consulting with the immediate supervisor or appropriate vice-president, as needed.	Human Resources
Contact the employee to ensure full disclosure and/or clarification of activities that have been reported as a potential conflict of interest. Disciplinary sanctions may result where the employee does not fully or accurately disclose information.	Immediate Supervisor
Inform the employee in writing within twenty (20) working days of the necessary action to be taken if the employee is in a potential or actual conflict of interest.	Immediate supervisor in consultation with appropriate Vice President or Human Resources
Request a review in writing of the supervisor’s decision of the potential or actual conflict of interest and the actions to be taken to the next level of management if in disagreement with the decision.	Employee
Provide a written decision within twenty (20) working days to the employee requesting a review of a conflict of interest decision.	Immediate supervisor’s supervisor

Acknowledgement:

This policy was adapted with permission from Algonquin College, Ottawa, Ontario, Canada www.algonquincollege.com

Chapter Five: Performance Evaluation and Compensation

5.1 Work Performance Evaluation

5.1.1 Performance Management System Policy

Overview

The College’s Performance Management System was developed through shared governance. It seeks to foster meaningful and open communication between supervisors and employees ensuring they receive honest performance information for the year and clear goals and development plans for the coming year. It seeks to improve job effectiveness and productivity through clarity of roles and alignment of goals and constructive feedback and assist employees in planning for future development and opportunities for promotion.

i. Scope

All full-time employees on contracts longer than 12 months are covered in this policy.

ii. Purpose

The College's Performance Management System seeks to ensure that:

- employees focus their efforts on achieving the Mission and Vision of the College.
- there is a high degree of alignment between individual employee's work plan and the strategic goals of the department and the organizational values of the College.
- performance standards on quality and quantity of work expectations are clearly understood by employees.
- there is ongoing feedback on performance expectations during the performance cycle.
- decisions on rewards and recognition awards and salary increases are based on employee performance outcomes.
- opportunities for employee growth and development are identified and supported.
- employees are given the opportunity to address performance challenges and when standards are not met, they are addressed in a timely manner.
- performance ratings are applied in a fair and consistent manner.

iii. Guiding principles

The Performance Management System is guided by the following principles:

- Alignment to College goals
- Focus on employee growth and development
- Objectivity
- Transparency
- Confidentiality
- Consistency and Fairness
- Clarity of roles
- Equity and merit
- Accountability

iv. Application

a. Annual Performance Cycle

The Annual Performance Cycle comprises of three Phases:

- Phase 1: Performance Planning
- Phase 2: Mid-term Performance Review
- Phase 3: Final Assessment and Rating

b. Work Plans

Managers/Supervisors and employees must meet and set performance goals within the first 30 calendar days of:

- the commencement of the Performance Cycle;
- the new hire's employment start date for the probationary period;

- following any significant changes to the position responsibilities or performance goals for the current performance cycle.

In addition to the formal work planning meetings, supervisors are encouraged to schedule additional meetings with employees as needed throughout the performance cycle.

There are three parts to the Work Plan: performance goals, core behavioral competencies and development goals. Employees will be rated on the annual performance evaluation for their achievements on the performance goals and core behavioral competencies.

c. Performance Assessment

i. Ongoing Feedback

- i. Throughout the performance cycle managers/supervisors are expected to give employees feedback on their work performance, coach and mentor them for both development and corrective action and where needed address constraints to achievement of performance goals. When meeting with employee to discuss work performance issues, supervisors are strongly encouraged to have copies of the employee's position description, work plan (performance goals) and CMI's core behavioral competencies.

ii. Mid-term review

- i. There will be an informal review mid-way into the performance cycle at the end of the 6th month and before the end of the 7th month. This is also an opportunity to review and revise performance goals if necessary.

iii. Final Assessment

Performance assessments are guided by a six-point Rating Scale for performance. The Annual Performance Assessment combines the rating of Performance Goal Achievement Rating and Behavioral Competency Rating. The combined rating is expressed as an overall rating using this scale.

Rating	Performance level	Description
5	Excellent	Performance, achievements and behavior have significantly exceeded the College's performance criteria. All agreed annual outcomes have been achieved at a higher level than expected. Results of the annual performance cycle are considered to be at the highest level by supervisor, colleagues, peers, clients, and others external to the College. The supervisor has received evidence to verify a much higher level of outcome than expected.
4	Exceeds Expectations	Performance, achievements and behavior have exceeded the College's performance criteria. Some of the agreed annual outcomes have been achieved at a higher level than expected and all annual outcomes have been achieved. The supervisor has received evidence to verify a higher level of outcome than expected.
3	Successful	Performance, achievements and behavior have met the College's performance criteria. The agreed annual outcomes have been achieved. There has been an improvement in performance over the last annual assessment.
2	Meets Performance expectations	Performance, achievements and behavior generally have met the College's performance criteria. Most of the agreed annual outcomes have been achieved. Improvement is required in one or two areas of the performance criteria.
1	Development Required	Performance, achievements and behavior have met the College's performance criteria in most areas. Some of the agreed outcomes have been achieved. Significant improvement is required in several areas of the performance criteria.
0	Does not meet Performance Requirements	Performance, achievements and/or behavior have not met the College's performance criteria in some or all areas. Further assessment and action is required.

d. Performance Moderation

Performance moderation is necessary to ensure that performance evaluations are carried out consistently and fairly within a department and across the College.

i. Provisional Assessment Rating

The process of moderation begins when the employee and the supervisor discuss their ratings and come to an agreed rating. The agreed rating is a provisional rating where it has to be referred to an Administrator for approval.

ii. Performance Evaluation Moderating Committee

The Performance Evaluation Moderating Committee (PEMC) will be responsible for ensuring that the annual performance assessment is done in a

realistic, consistent and fair manner, as well as it will monitor the performance assessment process by obtaining an overall sense of whether norms and standards are being applied consistently and realistically to employees on the same level. The role, scope and responsibility of the PEMC are outlined in a separate document.

iii. Training

All supervisors must be trained and certified. Likewise, every employee must be trained in the use of the PMS and their role.

iv. User Guides

Performance Management System User Guides outlining the process and procedures will be made available to all employees.

v. Definitions

- **Core competency-** The College has identified 5 core behavioral competencies that every CMI employee should demonstrate in their work.
- **User Guide-** a guide that provides employees and supervisors with procedures and guidance on how to use the Performance Management System. Three User Guides have been prepared for each of the employee groups: Faculty, Management and Professional and Technical and Support Staff.

vi. Authority

- a. Supervisors are responsible for ensuring employees participate in the performance management process.
- b. Administrators will approve performance evaluation outcomes for employees in departments under their responsibility.
- c. The Performance Evaluation Moderating Committee (PEMC) will moderate outcomes to ensure there is consistency and equity across the College.
- d. Human Resources will be responsible for ensuring the system, is administered according to the policy.

5.1.2 Use of the Work Performance Report

The Work Performance Evaluation Report will be used as a measure of the Employee's level of work performance and effectiveness. The report may be used as the background information for any of the following Human Resources-related actions:

- i. Employee improvement or training programs,
- ii. granting salary increments,
- iii. rating Employee's suitability for promotion,
- iv. examining the Employee's suitability for the job, or
- v. justifying administrative decisions to transfer, demote or dismiss the Employee.

5.1.3 Work Performance Evaluation Guidelines

The immediate supervisor of each permanent Employee shall during the first two (2) months of the new work year or salary increment year, discuss with the Employee the objectives, expectations and priorities to be achieved during the coming year.

- i. The protocol for evaluations is as follows:
 - a. The President evaluates the Vice Presidents and other executive level positions (such as the chief financial officer) that report directly to him/her.
 - b. The Vice Presidents and heads of administrative divisions evaluate the directors and managers who serve directly under them; directors and managers evaluate the Staff who serve under them.
- ii. A permanent Employee, having successfully completed the required probationary period and having been retained in the service of the College, shall be formally evaluated once a year, such evaluation to occur within two (2) months of the end of the work year in accordance with the PMS schedule.
- iii. A permanent Employee who receives a less than satisfactory annual performance rating shall be placed on probationary status for a period of six months to one year. **(See paragraph 5.1.4 Probation subsequent to Evaluation for related policy and procedure).**
- iv. An Employee whose employment is to be terminated as a result of a work performance evaluation recommendation, must be notified in writing at least sixty (60) days prior to the end of the contract year for which the work performance evaluation was made.
- v. An Employee may appeal an unsatisfactory work performance evaluation if the Employee alleges that the evaluation was unjust, arbitrary or discriminatory. The Employee signature on the work performance evaluation does not necessarily imply agreement but that the evaluation was discussed. Any areas of disagreement should be noted on the form.
- vi. The original copy of the work performance evaluation is maintained in the Employee's Human Resources file. Copies of the work performance evaluation may be requested by Employees and their supervisors.

5.1.4 Probation Subsequent to a Performance Evaluation

i. Purpose

It is the policy of the College to treat all Employees fairly. In return, the College expects all Employees to adhere to standards of conduct and work performance that are established to enable all to work together to achieve the objectives of the College. In this regard, Employees will be supported and given a fair opportunity to make improvements to their performance, should they fall below standards.

ii. Policy

When an Employee receives a less than satisfactory annual performance rating the Employee shall be placed on probationary status for a period of six months to one year. The decision as to the appropriate length of the probation will be made by the first level supervisor, after consultation with the next level supervisor. If the first level supervisor¹ is the President he/she may choose to consult with the Director Human Resources prior to making the decision.

iii. Application

a. Written Development Plan.

The supervisor will require that the Employee have a written developmental plan designed to improve the Employee's performance in clearly identified areas over the specified probationary time period. The developmental plan will be prepared jointly by the supervisor and Employee and will include at a minimum:

- the expectations of the supervisor as to how the Employee can remedy the deficiency or deficiencies in performance;
- specific performance goals and objectives, timetables for achieving such goals over the probationary period, and the criteria to be used in measuring progress toward the performance goals;
- the resources or developmental support, if any, the supervisor is willing and able to provide the Employee to assist in implementing the plan;
- any adjustment in workload, assignments or responsibilities of the Employee in order to enhance his or her performance and contribution to the mission of the unit; and
- consequences that might follow if deficiencies are not corrected.

The developmental plan will be reviewed and approved by the first level supervisor after consultation with the second level supervisor, who may make suggestions for improving the plan. The approved plan will be implemented by the Employee.

b. Monitoring and Re-evaluation of Performance.

Progress towards achieving the goals and timetables set out in the development plan will be reviewed periodically by the supervisor, who will provide detailed feedback to the Employee and a copy to the second level supervisor. At the end of the probationary period, the first level supervisor will review the Employee's performance and make one of the following recommendations:

- The Employee has improved his or her performance, and no further action is necessary pending the next regularly scheduled Employee Performance Review. If, in the opinion of the supervisor, performance has sufficiently improved prior to the end of the established probationary period, the supervisor may recommend that the Employee be removed from probation prior to the end of the probationary period.
- The Employee's performance has improved but not at the expected level. The supervisor may require an extension of the probationary period and adjustment in the developmental plan or in the Employee's workload in order to improve further the Employee's performance; or

¹ Refer to viiii 'Accountability for Evaluation'.

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- The Employee's performance remains seriously deficient and is deemed to constitute incompetence. In such case, the supervisor will recommend one of the following sanctions:
 - dismissal at the end of the probationary period; or
 - a terminal contract.
- The supervisor's recommendation is forwarded to the second level supervisor.

i. **Second Level Supervisor's Review and the Possible Imposition of Sanctions**

The second level supervisor reviews the recommended action:

- If the second level supervisor agrees with a recommendation that no further action is necessary, the review process stops pending the next regularly scheduled Employee Performance Review.
- If the second level supervisor agrees with a recommendation for an extended probation with development plan and/or workload adjustment, the adjustment is implemented and the probationary period and review are extended.
- If the second level supervisor agrees with a departmental recommendation for the imposition of a sanction, the second level supervisor forwards this recommendation to the appropriate executive Administrator or Vice President for review and concurrence. Sanctions may be imposed only in accordance with the Human Resources Policy and Procedure Manual, Chapter Nine "Cessation of Employment".
- If the second level supervisor disagrees with the departmental decision, the departmental and second level supervisor's recommendation are forwarded to the appropriate executive Administrator or Vice President for review and final decision.

ii. **Definitions**

Probation- A period of time formally agreed during which the Employee must make improvements to their performance or be subject to sanctions.

Terminal contract- A Contract that will end on the date specified in the contract with no further renewal.

iii. **Scope**

All full-time permanent employees are covered in this policy.

iv. **Authority**

The appropriate executive Administrator or Vice-President will approve the recommendation of the probation outcome.

v. **Performance Evaluation Accountability (based on current reporting lines)**

FACULTY

Person being evaluated	Evaluation of Parts 1 to 3	Final recommendation 2nd Level Supervisor	Final Sign-off
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	1ST Level Supervisor		
Faculty Member	Chair	Dean of Academic Affairs	Faculty
Chair	Dean of Academic Affairs	VP Academic and Students Affairs	Chair
Faculty member, when it would be inappropriate for the Chair to conduct the evaluation	Alternate nominated by the Dean of Academic Affairs	Dean of Academic Affairs	Faculty

NON-FACULTY

Person being evaluated	Evaluation of Parts 1 to 3 1ST Level Supervisor	Final recommendation 2nd Level Supervisor	Final Sign-off
President	Chair, Board of Regents		President
Administrators (Executive Vice President, Vice-Presidents); Executive Officer to the President; Director Human Resources; Internal Auditor	President		Employee being evaluated
Direct report of the Administrator where it would be inappropriate for them to conduct the evaluation due to a conflict of interest.	Alternate nominated by the Administrator	President	Employee being evaluated
Deans Academic Affairs, Dean Student Services, Dean WAVES, Director, Library Services, Director Upward Bound, Director Nuclear Institute	Vice-President, Academic and Student Services.	Vice-President, Academic and Student Services.	Employee being evaluated
Deans Academic Affairs, Dean Student Services, Director, Library Services, Director ABE, Ebeye Campus Coordinator, Jaluit Campus Coordinator	HOD/Dean or designated supervisor	Vice-President, Academic and Student Service	Employee being evaluated
Director IT, Director Physical Plant, Director Safety and Security, Director of Financial and Business Services	Vice-President Business and Administration	Vice-President Business and Administration	Employee being evaluated

Direct report of Director HR, Director IT, Director Physical Plant, Director Safety and Security.	Head of Department	Vice-President Business and Administration	Employee being evaluated
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5.1.5 Evaluation of the Performance Management System

i. Purpose

The Performance Management System (PMS) will remain relevant for as long as it continues to meet the needs of the College and its employees. Evaluation of the PMS should help determine whether the system is functioning effectively.

ii. Policy

The Performance Management System will be periodically reviewed for purpose of improving the system. Initial evaluation of the system will be undertaken after the first evaluation cycle in 2017. Thereon, the PMS will be evaluated every two years.

iii. Application

a. Evaluation

The evaluation strategy will include:

Is the system addressing the College’s needs?

Does the system effectively integrate with the College’s Planning and Evaluation Framework?

Does the system fit the College’s values and culture?

Do managers have the necessary skills to use the system?

Does it provide useful data for making personnel decisions?

b. The Director Human Resources will be responsible for undertaking the evaluation.

iv. Definitions

Evaluation Cycle- Annual Performance Cycle

v. Scope

An evaluation of the system should generally involve all users of the PMS.

vi. Authority

Director Human Resources is responsible for the ongoing audit and evaluation of the College’s Performance Management System.

5.2 Total Rewards & Salary Policy

5.2.1 Introduction

The College of the Marshall Islands aspires to attract and retain committed and experienced professionals. Without excellence we would not be able to achieve our mission. We recognize that we operate in a competitive market for talented people and we need to be able to respond to this. We therefore acknowledge that different professions and types of jobs operate in different employment markets and hence the need to balance internal equity with external realities. We aim to ensure we pay appropriate amounts to attract and retain the people we need to achieve our mission. We also recognize that our employment proposition includes non-financial elements and we endeavor to provide a total reward package that is affordable and helps make working at The College of the Marshall Islands a rewarding experience in the widest sense.

Compensation Philosophy

In order to fulfill its mission, the College of the Marshall Islands shall maintain a compensation program directed toward attracting, retaining and rewarding a qualified and diverse workforce. Within the boundaries of financial feasibility, employee compensation shall be externally competitive and internally equitable, and shall be based upon performance as recognized within the work unit.

5.2.2 Scope

This policy describes the principles and overarching framework of the reward system at The College of the Marshall Islands and applies to all employees of the College.

5.2.3 Reward Principles

The College of the Marshall Islands total reward policy is underpinned by our organizational values and principles and aims to assist the achievement of organizational objectives. Specifically, these reward principles are that:

- *Our approach to reward will ensure congruity between the values of The College of the Marshall Islands and the design of job evaluation, pay systems and benefits packages.*
- *Our reward packages will be designed to ensure The College of the Marshall Islands ability to attract, retain and motivate the caliber and mix of people required.*
- *Our reward packages will be affordable to The College of the Marshall Islands and ensure accountability to the people and leadership of the Marshall Islands and all donors to the College.*
- *Our reward packages will aim to be fair, transparent and flexible.*
- *We will ensure that our approach to reward packages do not discriminate on the grounds of gender, age, disability, ethnic origin and any other criteria defined in the equal opportunities policy.*
- *Our approach to reward will be designed to recognize the value of individuals' contribution to The College of the Marshall Islands and its work.*
- *We will use job evaluation to establish the relative size of all jobs at The College of the Marshall Islands, including administrative, faculty and staff jobs.*
- *We aim for a medium salary position within the agreed pay market.*
- *We will seek the views of employees in the development and implementation of reward programs and systems.*

5.2.4 Performance Rewards and Recognition

- i. **Annual Compensation Pool.** Subject to the availability of funds, the Annual Compensation Pool is a pool of money equal to at least 4% of annual payroll that is earmarked in the annual budget for annual salary increases and/or bonus payments in the following year.

- ii. **Purpose**
In order to fulfill its mission, the College of the Marshall Islands shall maintain a compensation program directed toward attracting, retaining and rewarding a qualified and diverse workforce. Within the boundaries of financial feasibility, employee compensation shall be externally competitive and internally equitable, and shall be based upon performance as recognized within the work unit.

- iii. **Policy**
Performance Reward Principles
The College of the Marshall Islands' performance rewards and recognition policy is underpinned by our organizational values and principles and aims to assist the achievement of organizational objectives. Specifically, these reward principles are that:
 - *Our reward packages will be designed to ensure The College of the Marshall Islands ability to attract, retain and motivate the caliber and mix of people required.*
 - *Our reward packages will aim to be fair, transparent and flexible.*
 - *Our reward packages will include monetary and non-monetary rewards and recognition.*
 - *We will ensure that our approach to reward packages do not discriminate on the grounds of gender, age, disability, ethnic origin and any other criteria defined in the equal opportunities policy.*
 - *Our approach to reward will be designed to recognize performance excellence and the value of individuals' contribution to The College of the Marshall Islands and its work.*

- iv **Scope**
All full-time employees who have completed their first performance cycle are covered in this policy. Employees in grant funded positions will be subject to grant provisions for performance rewards.

- v **Application**
 - a. **Monetary performance rewards**
 - i. All salary points above the lowest salary point in a salary grade level are incremental points in each of the salary grade levels.

 - ii. Within-grade salary advancement is based on merit in accordance with Performance Achievement Level standards specified in *Section 5.1.1 Performance Management System*.

 - iii. An Incremental Progression (IP) is the upward movement by one point on a salary grade level.

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- iv. A Cash Bonus (CB) is paid as a ‘one-off’ cash reward equivalent to one(1) Pay Period for the Employee(Cash Bonus payments are subject to RMI tax.).
- v. Subject to achieving Performance Achievement levels specified in *5.1.1 Performance Management System* and the requirements specified below, employees will be eligible for consideration for a cash bonus(s) and/or progression between the incremental steps within the grade level of their appointment until the top step is reached.

Rating	Performance Achievement Level	Frequency	Reward
5	Excellent	Year 1	1 IP and 1 CB or 2 CBs
		Year 2	1 IP and 2 CBs
		Year 3	2 IPs
		Year 4 and more	2IPs or 2CBs if at the top of the salary grade level
4	Exceeds Expectations	Year 1	1CB
		Year 2	1IP
3	Successful	Met College’s performance criteria showing improvement over the last annual assessment	Commendation (non-monetary recognition/reward)

vi. Employees at the end of their first performance cycle are eligible for a performance reward based on their performance evaluation outcome.

b. Non-monetary performance recognition awards

- i. The purpose of non-monetary performance recognition awards is to reward performance excellence as well motivate and encourage employees in their efforts to improve performance standards.
- ii. Managers and Heads of Departments are encouraged to be creative with non-monetary recognition awards.

2. Definitions

Incremental Progression- a movement up one point on the salary grade level.

Cash Bonus- A one-off cash reward equivalent to one pay period for the employee.

3. Authority

The Administrator responsible approves the performance achievement reward upon the recommendation of the supervisor based on the employee's performance evaluation outcome.

5.2.5 Administrative Delays in Granting Eligible Salary Increases and Bonus Payments

Should an Employee be eligible for consideration an annual increase in salary or a bonus payment and should the granting of an Employee's salary increase and/or bonus payment be delayed beyond its effective date, due solely to administrative reasons, the salary increment and/or bonus payment shall be made retroactive to the effective date.

5.2.6 Performance Management System Appeals Mechanism

i. Purpose

The Performance Management System Appeals Mechanism gives employees the opportunity to appeal decisions regarding their performance evaluation outcomes.

ii. Policy

Employees have the right to appeal a formal decision/action made under the Performance Management System using the appeals mechanism.

Decisions that can be appealed

- a) Final rating was reached with a pending disagreement from the employee.
- b) An alleged breach in procedure relating to performance evaluation and assessment.
- c) A change to the final performance evaluation rating without the employee's knowledge.

Decisions that cannot be appealed:

- a) Non-monetary rewards.
- b) An evaluation outcome agreed, accepted and signed off by employee.

iii. Appeals Panel

a) Composition

The Appeals Panel is constituted by the President as follows:

Chair nominated by the President

A member of the Moderating Committee (who is not the Line Administrator)

President or nominee of the relevant Senate

b) Role

- i. The role of the Appeals Panel is to provide an institutional recourse for an employee in a disagreement over the formal outcome of their performance evaluation.
- ii. The Appeals Panel will consider written representations from employees in the event of a disagreement and after submission in writing to the Director Human Resources.

- iii. The Appeals Panel will respect and maintain confidentiality of all its proceedings.

c) Application

Roles and Responsibilities

i. Employees have a responsibility to:

- submit an appeal in accordance with the procedure;
- clearly state the basis of his/her appeal and provide all the relevant details and supporting evidence.
- attend meetings held under the appeals procedure; and
- provide the relevant details in relation to the appeal.

ii. Managers have a responsibility to:

- to clearly explain and document the reasons behind decisions made and provide any necessary details if a hearing is held.

iii. Human Resources

- The Appeal submission is made by the aggrieved employee to the Director Human Resources who then ensures the Appeals Panel is activated and set up appropriately.
- Human Resources may advise the aggrieved employee on the Appeals process.
- Human Resources may be contacted for facilitation or reconciliation services if necessary after the conclusion of the appeal process.

d) Appeal timelines

- i. An employee who wishes to proceed with an appeal for any of the reasons stated in 2.1 must submit a written appeal to the Director of Human Resources within 10 days of receiving formal communication of the decision being appealed.
- ii. The Director of Human Resources will recommend to the President, the convening of the Appeals Panel within five working days after receipt of the written appeal, provided the full documentation is received from the appellant. In the event there are extenuating circumstances and the Appeals Panel is unavailable within the five-day period, the evaluation review period may be extended by mutual agreement with the appellant or by the Director Human Resources.
- iii. Upon conclusion of the appeal review, the Appeals Panel will respond to the employee in writing within 10 working days regarding their decision.

e) Appeal Documentation

- i. The employee should include in his/her written appeal specific information about the performance objective outcome and/or behavioral assessment outcome where there is disagreement, documentation and/or evidences/examples of the employee's performance in the defined areas (for the time period evaluated), and the desired outcome of the appeal.

- ii. An appeal citing non-compliance to procedures must specify the alleged breach in procedures and provide supporting evidence.

f) Appeal Outcome

- i. In the event that a decision under areas specified in 2.1 above, relating to any portion of the evaluation is overturned, the employee, their relevant supervisor and Line Administrator will be informed and the employee provided a copy of the revised evaluation. The revised and original evaluation will be retained in the employee's personal file maintained by Human Resources as the official evaluation of record. Final decisions made by the Appeals Panel are not subject to further appeal.
- ii. The Director Human Resources is responsible for all communications with respect to an appeal.

g) Definitions

Moderation actions- relate to decisions taken by Administrators and the Moderating Committee

Appellant- Person making the appeal.

Line Administrator- Administrator responsible for Appellant's department

h) Scope

With the exception of the President, all full-time employees on contracts of 12 months or more are covered in this policy.

i) Authority

The Appeals Panel make its final recommendation on the appeal to the President for approval.

5.3 Position Establishment, Classification and Grading

5.3.1 Position Establishment

a. Policy

The President, upon the recommendation of the appropriate dean or department head, may establish positions or classes of positions, which are necessary for the efficient operation of the College and its departments. Approval of funding for positions is vested with the Board of Regents as part of the budget approval process.

b. Purpose

The establishment of a position must be driven by an institutional need for that position with a clear justification provided. The process for the establishment of a position is outlined.

c. Scope

This policy applies to new positions and existing positions in need of revision.

d. Application

- i. This policy applies to positions requiring funding from the College's general funds as well as Grant funded positions.
- ii. A position must exist before an appointment can be made. Where a position does not exist, the department head must ensure they have sufficient funds to create the position prior to an appointment being made.
- iii. **Job Description**
A job description detailing the key responsibilities of the position should be provided with the request. The Job Description should be written using the college's Job Description Form.
- iv. **Determination of the position grade level.**
As part of its compensation strategy based on internal equity, the College requires that all jobs are evaluated and classified based on the essential and job-related functions as documented in job descriptions. The Job Evaluation Committee <https://cmi.edu/executive-council/human-resources-committee/> will assess the position using the college's job evaluation system to determine the grade level before the request to establish the position is submitted to the President for approval.
- v. **Classification**
A position must belong to a job family and categorized under the College's classification categories.
- vi. **Position title**
A position will be given a local level title e.g. Secretary, Electrician, Custodian. The Human Resources Department can provide advice on appropriate position titles.
- vii. **Position Code ID**
Each position will be assigned a position (job) code ID depicting the location, department and position number.
- viii. **Criteria**
The following will apply to all College positions:
 - Every full-time, adjunct, temporary, part-time and grant-funded appointment must be assigned to at least one position;
 - Employees may be assigned to more than one position but the sum total of all positions assigned must not exceed 100%;
 - the only exception are Adjunct faculty appointments where multiple appointments can be made against a generic position.
 - Vacant positions are normally budgeted up to the mid-point inclusive of benefits.
 - Each position is assigned a budget code.

ix. Types of Positions

- 1) Permanent Position means a position established by the College that is Full Time, continuing in nature and which entitle the incumbent to an initial contract of three years.
- 2) Part Time/Permanent Position means a position where the incumbent is scheduled to work for less than 40 hours per biweekly pay period and whose position is expected to be active for more than twelve (12) months.
- 3) Adjunct Position means a position established for multiple semester appointments of part-time faculty. Each Adjunct appointment will not exceed a workload of six (6) credit hours per semester.
- 4) Temporary Position means a position that will be active for twelve (12) months or less. Temporary positions include the following:
 - a. Positions which do not last more than the academic or budget year;
 - b. Positions which are seasonal in nature;
 - c. Positions which are part-time and /or intermittent in nature;
 - d. Positions which are appointed under the provisions of this policy for Limited Term and Contingency Appointments.
- 5) Personal Services contract position serves a specific short term less than 12 months and does not require formal establishment. It is set up as a generic position to which multiple appointments can be made but must not be used as a substitute for hiring permanent employees. Funding for such positions must be confirmed by the Chief Financial Officer prior to any appointment being made.

e. Procedures

- 1) Requests to establish new positions must follow the procedures and approval requirements outlined in *'Procedures to establish a new position'* and use the *'Form-Request to Establish a new position'*.
- 2) A request to change an existing position must state the justification for the change and the position description revised to reflect the change. The revised position description will be evaluated by the Job Evaluation Committee to determine whether there is a change to the level of the position. Should the position level go up, approval must be sought from the Budget Committee for the increase in funding.

f. Definitions

General funded position- A position funded from the College's Annual budget allocation.

Grant funded position- A position funded under grant projects for the duration of the grant.

Temporary position- Maybe funded from salary savings from vacant position(s) or temporary funding.

Adjunct position- Created for part-time faculty appointments.

5.3.2 Position Descriptions

The Human Resources Office shall maintain job descriptions for each major classification of College personnel. Each job description should reflect the highest standards of professional expectation and should deal only with the duties inherent in each position. These job descriptions shall include:

- a. the title of the position and the class of the position,*
- b. pay level and salary range,*
- c. nature of work of the position, or class of position,*
- d. description of the duties of the position, or class of position,*
- e. desirable knowledge, skills and abilities,*
- f. minimum education level as well as other minimum qualifications and experience requirements, and*
- g. preferred education level as well as other preferred qualifications and experience.*

Job descriptions are subject to the approval of the appropriate dean or division Administrator. Final approval of all job descriptions is vested with the President.

5.3.3 Job Classification and Salaries

The College's philosophy regarding job classification and salaries is to maintain job classifications and pay levels that are internally consistent and externally competitive. As part of its compensation strategy based on internal equity, CMI requires that all jobs are evaluated and classified based on the essential and job-related functions as documented in job descriptions.

A classification structure has been developed in consultation with CMI staff. The classification structure is designed to support the Human Resources Committee make fair, consistent and equitable decisions on the appropriate classification or level of roles. The classification structure allows for consideration of team based work and recognizes increased complexity of work resulting from the impact of information technology on modern workplaces. The descriptors outlined in the Job Evaluation Manual <https://cmi.edu/human-resources-department/human-resources-policies-and-procedures/> also provide broad guidance on the level of performance expected of staff at each level.

A. Job Families

There are three broad job families at CMI.

- i. Administration and Support** covering management, professional, technical, general administrative and facilities support roles.
- ii. Academic and Student support** covering non-instructional faculty, library, research and student support roles.
- iii. Instructional Faculty**

The classification structure and descriptors does not cover the Instructional Faculty family.

- B.** A position must belong to a job family and categorized under the College's classification categories as follows:

- Management

- Professional
- Non-Instructional faculty
- Library
- Research
- Technical
- General Administrative
- Student Support
- Facilities Support

C. Organizational design and job design

- i. Underlying any job classification structure is the concept of organizational design. At the highest level, it involves the establishment of structures, systems and processes which effectively deliver outcomes to an organization in line with its strategic objectives.
- ii. Organizational design is important in the context of job sizing, as decisions as to which tasks are grouped together into organizational units and to which jobs those units' report has a big impact on job design. For example, organizational units may be hierarchical and have a functional structure, with each job specializing in one part of the task that the unit is required to achieve. Alternately, a team or project management structure may be adopted, with all roles in the team undertaking several aspects of the task that the unit is required to achieve.
- iii. Good job design is key to an effective organization. Good job design involves having a clear role, a broad spread of duties, the opportunity to allow the incumbent some latitude on how the work is done, clear levels of accountability and responsibility. Job design informs a range of other HR practices including recruitment of staff, career development, performance management, job sizing and succession planning.

D. Work Value

- i. Work value is based on the premise, that as jobs require more qualifications, skill and knowledge to undertake, as decision making becomes increasingly complex and as the level of accountability becomes greater, so the worth of the job (and the compensation attached to it) increases.
- ii. Work value is not a subjective analysis of the value of the individual to the supervisor, but a structured process of assessing one job against a standard range of factors common to all jobs.
- iii. Work value is determined by job sizing. Job sizing is not about the incumbent of the job, but the duties of the job.

- iv. The job sizing process requires examination of jobs in their broader context, so it is important to explore the levels of jobs above and below the job being considered as well as the organizational context in which the incumbent is required to operate. (This should be included in the job description).

E. Elements of a job to be considered in determining work value

All job sizing systems rest on the identification of key qualifications, knowledge and skills necessary for the incumbent to do the job. Jobs are evaluated on the basis that the work is required by the College and the outcomes specified in the job description are achieved. Judgements are made based on the minimum qualifications and requirements of the role and not the qualifications and skills of the current incumbent.

The component parts against which every job will be considered are set out below.

Factor	Definition
Knowledge and Experience	These factors describe the inputs necessary to do the job
<i>Minimum qualifications and experience and expertise</i>	This means the level of formal training required to undertake the role and the extent of specialist knowledge and/or of practical experience necessary to perform the duties. It also assesses the extent to which specialized knowledge of machinery, computers or other tools is necessary to do the job.
<i>Written communications</i>	This means the level of expertise in researching and writing the necessary to undertake the role.
<i>Spoken communications</i>	This considers the level of expertise and capacity in oral and representational skills necessary to undertake the role
Complexity of task	These factors describe the extent to which the job is guided by the supervisor, the level of complexity of the role and the judgement necessary to carry out the job.
<i>Level of autonomy</i>	The extent of supervision, direction or guidance required for the incumbent to undertake the role and the freedom of the incumbent to act.
<i>Task Complexity and Judgement</i>	This takes into account the clarity of goals, guidelines and policies, the nature and variety of tasks and the scope to determine methods or strategy to achieve goals. The degree of

Factor	Definition
	analysis and initiative in problem solving required and the originality and initiative required to reach a solution.
People Requirements	These factors describe the responsibility for control of staff and/or interpersonal skills needed to do the job.
<i>Understanding human relations</i>	The level of interpersonal and/ or student or staff management skills necessary to undertake the role. All jobs must include a statement about interpersonal skills
<i>Team work</i>	The extent to which the role is expected to participate in team work or lead teams.
<i>Supervisory responsibilities</i>	The extent of responsibility for management of staff within the College. Management includes responsibility for staff development, mentoring and completion of performance review.
Authority and Accountability	These factors describe the level of responsibility for the outputs from the position
<i>Decision making authority</i>	The level of discretionary decision making necessary and its direct or indirect contribution to the College of those decisions.
<i>Accountability</i>	Extent to which the role is solely accountable for ensuring accuracy of data, timelines of work, delivering outcomes, exercising financial, student or staff delegations, revenue generation or management of budgets, large groups of staff or capital expenditure.

F. Hierarchy of factors

- i. The CMI classification structure is based on a hierarchical relationship between each of the factors. The more senior the job, the more qualifications, skills and experience are required of the incumbent to successfully exercise the duties of the role, and the more accountability the incumbent will have for achieving the outcomes of the job.
- ii. Distinguishing correctly between the various levels of responsibility and accountability as represented by each of the factors is critical to a fair and consistent outcome.

G. Responsibility of the Human Resources Director

The Human Resources Director will gather information obtained from the job description, from consultations with supervisors, as well as the applicable external labor market in which the College competes for a similar position to determine, in consultation with the Human Resources Committee, a position's classification. Job classification includes evaluating and determining a position's rank among all college jobs, overtime eligibility and pay range.

H. Responsibility of all Management Personnel

All management personnel have responsibility for being fully educated on the compensation plan so as to interpret policy fairly for their employees. Managers should:

1. Communicate with employees regarding the compensation plan and work with the Director of Human Resources on program guidelines and individual pay issues.
2. Evaluate their employees with regard to their performance.
3. Work with the Human Resources department when creating new positions and to update existing position duties when changes have occurred and address any potential impact on compensation.

5.3.4 Salary Schedule

The Human Resources Office shall maintain and publish Salary Schedules for each major classification of College positions. Approval of Salary Schedules is vested with the President, in consultation with the Board of Regents. Salary Schedules should be reviewed at least every three (3) years. (See Schedule 1-Salary Scales for 2022-2023)

5.3.5 Job Audits of Positions

The College shall have the right to make and change job assignments, to establish and modify job classifications, and to establish and amend work rules and workloads. Positions at the College shall be classified by job group based on duties, responsibilities, and related job criteria. Each job group will be assigned to a salary/wage range for pay purposes. A request for job audit may be submitted by a Dean or division Administrator as a result of job restructuring due to a vacancy or based on significant market factors impacting College recruitment/retention initiatives. Requests for job audits must be approved by the appropriate Dean or division Administrator, prior to review by the Human Resources Director. Any change recommended as a result of a job audit must be authorized by the President prior to implementation.

5.3.6 Periodic Review of Positions

The President shall conduct (or cause to be conducted) an on-going review of the positions within the College and report his findings to the Board of Regents at least once every two (2) years. This policy does not preclude a staggered review (for example Faculty in even numbered years and Staff in odd numbered years).

5.3.7 Periodic Review of Compensation Plans and Salary Schedule Adjustments

a. Salary Schedule Adjustments

Each year, the Human Resources Director shall conduct a review of Employee salary scales. Such review shall include changes in the cost of living and salary survey data for relevant job markets. The goal will be to annually adjust the salary ranges to maintain the market competitiveness of the College's salary scales while recognizing budgetary factors. Based on such review, the President may recommend changes to the Board of Regents regarding the salary scales.

b. Compensation and Classification Plan Review

It is anticipated that the Human Resources Director shall conduct a compensation and classification plan review as needed but not less than every five (5) years. Requests for job audit/reclassification by any Employees and their supervisors may be considered independently by the Human Resources Director, in consultation with the Human Resource Committee, with recommendations to the President for approval.

5.3.8 Temporary, Acting at a Higher level, Extra Responsibility and Interim Positions

- a. A permanent Employee may be appointed to serve temporarily in an acting capacity at a higher level position. An initial temporary or acting appointment has no pay associated with it. When the period of service of a temporary or acting appointment exceeds thirty (30) days, the compensation for the acting appointment shall be controlled by the following conditions:
1. The period of service in an acting appointment shall be at least thirty (30) consecutive calendar days, but not more than one (1) year. Following thirty (30) consecutive calendar days, an acting appointment shall be referred to as an Interim Appointment. Placement on the applicable salary grade level for the Interim Appointment will provide the Employee a ten percent (10%) increase above his or her current salary. Pay for an interim appointment shall be deferred until the Employee has served in the position for thirty (30) consecutive calendar days. However, pay at the higher level shall be made retroactive to the effective date of the acting appointment. The temporary higher pay is limited only to the duration of the interim appointment.
 2. **Acting up beyond six (6) months.** A month before the period of acting-up is due to finish a review should take place between the role holder and line manager

If it is anticipated that the requirement for acting-up will continue beyond the initial 6month period, the line manager and the relevant Administrator with guidance from the Director Human Resources should then make a recommendation to the President on whether the acting-up should become a secondment or advertised as a permanent post. At the President's sole discretion, the acting/interim appointee may be assigned back to his or her regular position at regular salary at any time during the term of the acting/interim appointment.

3. At the President's sole discretion, the acting/interim appointee may be assigned back to his or her regular position at regular salary at any time during the term of the acting/interim appointment.
4. Extra-responsibility. An individual would receive an extra-responsibility allowance if they are asked to:
 - Undertake part of the duties of a higher graded role for a continuous period which would normally be for a minimum of thirty days (30) and a maximum of six months; or
 - If there is a temporary need for specific business purposes for an individual to complete a specific piece of work that is not part of their normal responsibilities.

Examples when extra responsibility allowance may be appropriate include:

- Taking on **part** of a higher graded job, i.e. less than 100% of the duties and responsibilities, to cover sickness absence, maternity leave, career break or other extended periods of leave (but not annual leave).
- Taking on part of the higher graded job to cover a vacant post until it is filled on a permanent basis.
- Completion of temporary projects not related to the job holder's responsibilities.

5. Payment for extra responsibilities should not always be regarded as a first option for a manager. Consideration should be given to ways in which the work might be re-organized on a temporary basis (up to a maximum of 30 days), so that the essential duties and responsibilities of the role are covered.

6. Posts may remain vacant or not be covered where the line manager decides this is appropriate.

7. Duration of extra responsibility allowances- Extra responsibility beyond six months. A month before the period of extra responsibility is due to finish a review should take place between the role holder and the line manager.

If it is anticipated the requirement for extra responsibility will continue beyond the initial six months period, the line manager with guidance from the Director Human Resources should make a decision on whether these responsibilities are now a permanent part of the role. If this is the case, the role should be considered for regrading.

8. Allowance. Extra responsibility allowance is calculated on the basis of level of extra responsibility undertaken commencing at a minimum of 10% and not to exceed 50% of the role and is calculated as follows:

% of responsibility x minimum salary of the role prorated for the period.

Example: 50% Extra responsibility x \$25,000 (Minimum Salary) x 4mths/12mths

Extra responsibility related to a special one-off project will be calculated using the current hourly rate of the job holder.

5.3.9 Holiday Work Compensation

- a. Rate of Pay.** On holidays declared by the College, Employees working under a regular, full time contract of employment are excused from duty with pay. All regular, full time employees in the Staff Support and Technical job groups required to work on a holiday shall be paid for that work at double their hourly rate. The College may make exceptions to this provision based on public safety or property protection needs, providing those exceptions are specified both in the job description for the excepted position and in the affected Employee's employment contract. Holiday work compensation under this section does not apply to temporary Employees.

- b. Holiday During Leave Without Pay.** When a regular Employee is on leave without pay at the close of the work day immediately preceding the holiday and at the beginning of the work day immediately following the holiday, the Employee shall be considered as on leave without pay for the holiday.
- c. Schedule of Holidays.** A schedule of holidays shall be posted at the beginning of each calendar year on the College web site and made available to Employees on campus. A schedule of holidays will also be incorporated in the academic year calendar which shall be included in the College Catalog and posted on the College website.

5.3.10 Promotion

a. General.

A promotion is defined as the appointment of a permanent Employee following the normal recruitment process to a new position which has a higher degree of responsibility and accountability and a higher grade level than the Employee's former position. The calendar date of the first day in paid service in the promoted position becomes the Employee's new contract anniversary date for salary increase consideration purposes.

b. Non-Competitive Internal Promotion Policy

1. Purpose

The College of the Marshall Island's non-competitive internal promotion policy for employees of the College is intended as both a reward for successful performance and an assignment of additional responsibility to an individual who has accepted and fulfilled responsibility well. This policy is consistent with and integral to the College's Workforce Action and Jitdam Kapeel policies.

2. Parameters and Limitations

- A.** In order to fully utilize its available human resources, the College attempts when circumstances permit:
 - i.** to fill vacancies by promotion from within when practicable and consistent with its commitment to its workforce action policy and Jitdam Kapeel;
 - ii.** to promote on the basis of skills, knowledge, ability, and performance; and,
 - iii.** to provide job training and educational opportunities to help employees perform better and prepare for advancement or new job opportunities.
- B.** An internal promotion may be made without a job search by using the following process:
 - i.** Discussion with the dean/director and appropriate vice president shall take place before initiation of an internal promotion.
 - ii.** Documentation to be presented to the appropriate vice president should include justification for the promotion, annual performance evaluations for the previous two years, and a list of those individuals who are being considered for the promotion.
 - iii.** Internal promotions normally shall be considered within an administrative unit along an established career path, such as a department, or other functional

organizational unit. However, this policy can be used to promote any current (full-time) employee of the College.

- iv. An informal review/interview process shall be used to ensure that all qualified individuals are considered for the promotion.
- v. An internal promotion request must be approved in writing by the appropriate vice president and submitted through the Human Resources Department to the President for approval.

C. An internal promotion of a member of the college's faculty or staff may be made without a search. In the case when such a promotion creates a vacancy within the specific unit or elsewhere within the College, the vacancy created will be filled by the normal recruiting processes, or through the non-competitive internal promotion process.

c. Probationary Period Subsequent to Promotion

1. Purpose

Each employee, following promotion must successfully complete a probationary period. This probationary period is three (3) months for full-time employment.

2. Parameters and Limitations

- A. The probationary period should be regarded as an extension of the assessment process which led up to the promotion. The probationary period serves a working test period and provides an opportunity to assess the employee's ability to satisfactorily perform the essential position functions as well as the employee's personal suitability in the work environment. This assessment must be completed before the probationary period ends.
- B. At any time during the probationary period the employee may be deemed by the appointing supervisor to be unsuitable for the new position. The reasons for which an employee may be deemed unsuitable can include the following situations:
 - i. the employee is unable to satisfactorily perform the essential functions of the position, even after training, regular performance feedback and opportunities to improve,
 - ii. the employee proves to be incompatible with the nature of the workplace, with other employees in the workplace, or
 - iii. the employee behaves in a manner inconsistent with the College's *General Standards of Conduct and Work Performance*. Note: a notice period may not be necessary in this circumstance.

Before a final determination that an employee on probation is unsuitable for the new position, the appointing supervisor should examine all possible mitigating factors which contributed to poor performance, particularly factors beyond the employee's control. The appointing supervisor should document performance and consult Human Resources prior to notifying an employee of a determination of unsuitability for the new position.

- C. A probationary employee whose service is not satisfactory may be dismissed or returned to his or her former position, or a similar position upon the recommendation of the department supervisor at any time before the completion of the probationary period. Normally, a probationary employee whose appointment is to be terminated will be given at least two weeks' notice.

5.3.11 Demotion

- a. **Non-Disciplinary.** A demotion is defined as the non-disciplinary appointment of a permanent Employee to a new position which has a lower grade level than the Employee's current position. The Employee shall be placed at a point within the new grade level range which maintains the Employee's current salary. In cases where the new grade level maximum is less than the current salary, the Employee shall maintain the current salary without annual salary increases. The Employee's demotion shall not change the contract anniversary date for salary purposes.
- b. **Disciplinary.** If an Employee is demoted for disciplinary reasons, (i.e. for cause), the placement on the lower Pay Level shall be determined by the President or designee.

5.3.12 Transfer

Transfer is defined as the appointment of a permanent Employee to another position on the same salary schedule with the same grade level. The Employee's salary shall be the same as for the former position. The Employee's transfer shall not change the contract anniversary date.

5.3.13 Salary Placement on Initial Hire

Placement upon initial hire within the position's salary range is determined by the Employee's educational degree and experience using the College's approved placement formula(s) in Schedule 2.

- a. **Placement at the Range Minimum.** The following employees will be placed at the range minimum:
 - 1. Employees who do not possess the requisite minimum degree as specified in the job description. (See Chapter 8, Professional Development regarding such Employee's obligation to obtain the requisite minimum degree and the establishment of a timetable for completion).
 - 2. Employees with the requisite education qualification and minimal experience in accordance with the placement formula.
- b. **Placement Between the Range Minimum and Midpoint.**
New hires may be considered for placement between the range minimum and midpoint using the approved placement formula for the relevant category of employment.

The Director of Human Resources will ensure placement is determined fairly and equitably and will make a recommendation in consultation with the Employee's supervisor.

- c. **Pay Below Minimum.**
No Employee shall be paid below the minimum of their salary range.

d. Pay Above Maximum.

The goal will be to manage salaries within a position's range as established in the compensation plan. No Employee will be paid above the maximum range for their position.

5.3.14 Recognition on attainment of a higher degree qualification

- a. A regular, full-time Employee who attains a degree that exceeds the minimum degree required for the job held by the Employee shall, on the date official transcripts are received by the Human Resources Director, receive a one-time bonus payment equivalent to one month's salary.

5.3.15 Work Calendar for All Employees Except Faculty

The work schedule is 230 service/calendar days over 12 months.

5.3.16 Overtime and Compensatory Time-Off

- a. **Definition.** "Overtime" refers to work hours assigned by a supervisor to an Employee in the Support Staff and Technical Job Groups when those assigned work hours exceed forty (40) hours in a workweek. For the purpose of determining overtime only, the work week is defined as five (5) work days within the seven (7) day period between 12:00 am (midnight) Sunday to the following Saturday at 11:59 pm. Employees in the Professional and Management Job Groups are not eligible for any overtime benefit.
- b. **Approval.** Overtime work requires prior approval by the Employee's first level supervisor and the appropriate budget manager. Without this approval, the Employee is prohibited from performing overtime work. Overtime should be approved only for an urgent need or for necessary tasks and projects which must meet deadlines. Prior to performing any approved overtime work, the Employee shall be notified in writing by his or her supervisor as to the manner of compensation for the overtime.
- c. **Compensatory Time-Off.** Overtime with compensatory time off may be approved by the supervisor of the Employee's department. For each hour of approved overtime worked, the Employee receives one and one-half (1 ½) hours of compensatory time off.
- d. **Compensatory Time-Off Procedure.** The Employee may take his or her compensatory time off within the fiscal year in which the compensatory time off was earned. It is the responsibility of the Employee to request time off. The supervisor will attempt to grant the time off as requested by the Employee, but the final decision is the supervisor's, who shall base the decision on the needs of the College. If the supervisor is unable to grant the compensatory time off within the fiscal year, the Employee will receive overtime pay under the provisions below.
- e. **Overtime with Pay.** For each hour of approved overtime worked, the Employee receives pay at one and one-half (1 ½) times the Employee's regular hourly rate of pay.
- f. **Meal Breaks.**

If more than 5 hours is worked, the employee must take a half hour break. An employee commencing overtime work after 5pm must take a half hour break. Meal breaks are unpaid.

5.3.17 Shift Differential Compensation

Only those Employees in the Staff Support and Technical Job Groups are eligible for shift differential day, and then only under the following conditions:

- a. **Shift differential time.** Shift differential time is defined as assigned work carried out between 6:00 pm one day and 7:00 am the following day.
- b. **Shift differential rate.** Shift differential time shall be paid at a rate of 1.15 (15% higher) times the affected Employee's regular hourly rate. All other hours worked shall be paid at the regular hourly rate.

5.3.18 Hardship Differential

- a. **Purpose**
A Hardship Differential recognizes the need to attract the best employees to serve the needs of students of the college and the community in the outer islands through the CMI Distance Education Centers.
- b. **Policy**
A Hardship Differential of 20%² of base salary shall be applied to professional and faculty positions in Distance Education Centers located outside of Majuro.
- c. **Scope**
All full-time faculty and professional positions. This policy does not apply to adjunct, special contract and part-time hires.
- d. **Application**
 - i. Positions covered under this policy established in Distance Education Centers in the outer islands should include a hardship differential allowance in the position budget.
 - ii. The Hardship Differential will only apply to the primary position held by the employee and does not apply to acting at higher level positions and/or extra responsibility assigned to a position holder.
- e. **Definitions**
Base Salary-current salary placement level of the employee excluding allowances.
- f. **Authority**

² Based on PSC Regulations of the RMI September, 2008, Schedule Six- Ebeye Differentials

Approval of funding for new positions is vested with the Board of Regents as part of the budget approval process (ref. 5.3.1 Position establishment). Grant funded positions are approved as part of the grant approval process.

5.3.19 Remote Work or Work from Home

a. Policy

Remote work or work from home may be a temporary agreement between the college and the employee. Depending on the circumstances, the President will approve such an arrangement based on the recommendations of the Head of Department and the relevant Vice President.

Approval for remote or work from home arrangements for personal/family reasons will be considered on a case by case basis in the best interests of the college

b. Purpose

This policy and procedures are provided in response to dealing with the COVID-19 Pandemic and other such situations where employees may be required to work remotely, or work from home.

c. Scope

Employees whose core responsibilities can be undertaken remotely using technology and does not require them to be physically present at the College.

Guidelines for work arrangements

1. Supervisors must assign work to employees that would normally require them to work a full day equivalent to 8 hours.
2. Where the employee lacks the necessary electronic facilities to work remotely, the college may consider providing some assistance.
3. Employees are required to attend meetings of committees of which they are members and they must provide adequate notice to the committee chairs to provide zoom access.
4. Employees are required to check in daily with their supervisors for updates or as required by their supervisor.

Procedures

1. All work from home or remote work arrangements must be approved by the relevant Administrator prior to approval by the President.
2. Such arrangements must be immediately reported to Human Resources by the approving Administrator.
3. Employees are required to clock in using the college's electronic time and attendance system regardless of whether they ordinarily would do so.
4. Employees on such an arrangement are required to submit timesheets for payroll purposes.

5.3.20 Market Loading Policy

Policy

Market Loading aligns with CMI's Compensation Philosophy to attract and retain qualified employees to positions in identified critical areas. It is a recruitment incentive providing remuneration in excess of the salary level for the position.

Purpose

The College is faced with ongoing challenges in recruiting and retaining qualified employees to positions in critical teaching and non-teaching areas.

Market loading may be applied to positions that the College has identified as critical and challenging to fill.

Definitions

Failed Search- a failed search is after exhaustive attempts using all approved advertising options available to the college.

Criteria:

The Administrator responsible will make a justification to the President in consultation with the Director Human Resources based on the following:

- i. After two (2) failed searches, market loading may be included in the third search attempt
- ii. The challenges in recruiting and retaining employees to such positions must be in the preceding two years.
- iii. Changes to market conditions that may affect the College's ability to recruit to identified.

Value of Market Loading:

- i. The amount allowable for Market Loading up to a maximum of 20%.
- ii. Market loading will apply to the base salary of the employee.
- iii. Market Loading will not apply to extra responsibility allowances, bonuses and employer contributions to retirement savings plan.

Duration:

The duration of market loading will be specified in the employment contract for the duration of that contract and is subject to review prior to a renewal of contract.

Application:

- i. Only college credit teaching positions and positions at Level 6 and Level 7 will be considered for Market Loading. Special consideration can be made for positions at Level 5 requiring specialized qualification and experience and identified as critical to the college.
- ii. Market loading will generally be considered prior to the position being advertised and is included to the advertised terms and conditions for that position.

- iii. Market Loading is subject to funding availability.
- iv. Market Loading is approved by the President.
- v. The Human Resources Department will maintain a current listing of all positions approved for Market Loading payment.

Cross References to Related Policies

- 2.1 Recruitment Policy
- 5.2 Total Rewards and Salary Policy
- 5.3.13 Salary Placement on Initial hire

5.4 Degree Requirement for Faculty

5.4.1 Minimum Qualification Requirement for Full-time Faculty

All full-time faculty are required to meet the minimum qualifications requirements for the level and discipline being taught. If the faculty members' degree is not in the field of his or her teaching assignment, equivalency must be established. A determination of equivalency of the degree shall be made by the Vice President for Academic and Student Affairs and the respective Dean in consultation with the department chair.

Determination of Equivalency

i. Degree equivalence

A determination of equivalency will be based on individual facts and circumstances. In every case the relevant degree is preferred, but if the degree is not in the “field of their teaching assignment,” a determination of equivalency could be based on a US or equivalent teaching certificate in the field, documented relevant experience, and/or another type of professional certificate relevant to the field. An example might be that of a Composition Instructor with an MFA in Poetry, or a Statistics Instructor with a MS in Genetics. Either of these, together with relevant teaching experience would be deemed equivalent.

ii. Minimum Qualifications and Equivalence

MINIMUM QUALIFICATION REQUIREMENTS FOR FACULTY		
Level being taught	Qualifications Requirement	CMI Guidelines on Equivalence
Baccalaureate Degree	Master's Degree and relevant teaching experience or a PhD	

	and relevant teaching experience.	
Associates Degree and Developmental Education	Master's Degree and three years relevant teaching experience.	<p>(1 and 2 will only apply if no candidate with Masters' Degree is available)</p> <ol style="list-style-type: none"> 1. The minimum requirement for equivalency of a master's degree is a bachelor's degree in the field of study of their teaching assignment, a minimum of fifteen (15) credits towards their master's degree and five (5) years of documented teaching experience in a discipline relevant to the field of the teaching assignment. 2. Bachelors' degree plus a professional certification in the relevant discipline (e.g. Accounting CPA) and five (5) years of documented teaching experience in a discipline relevant to the field of the teaching assignment. 3. Associates degree and recognized expertise in an area of traditional knowledge in language, arts and/or culture plus a minimum of five (5) years relevant teaching experience in a formal institution.

High School Equivalence	Bachelor's Degree and 3yrs relevant teaching experience in a high school	Associates Degree and 5 years relevant teaching experience in a high school
Vocational Certificate	Bachelor's degree and 3 years relevant teaching experience in the relevant discipline.	Technical Trade Certificate and relevant industrial work experience with safety certifications plus 5 years teaching experience

5.4.2 Minimum Qualification Requirement for Part-time Faculty

Adjuncts without Advanced Degree:

In the case of adjuncts without a graduate degree, they must demonstrate:

- A bachelor's degree in the field; and teaching experience in the field (or related field)

IT Adjuncts without Advanced Degree:

In the case of Information Technology Instruction (a discipline that has special challenges in these remote islands), adjuncts without a graduate degree must demonstrate:

- A bachelor's degree in the field; and
- Teaching experience in the field (or related field) OR
- Related work experience in the particular field of the course

Adjuncts in Special Areas of Instruction without Advanced Degree

Courses related to Marshallese language and culture- critical to preserving local heritage and knowledge of the indigenous language where Marshallese language skills are required, adjunct faculty must present a portfolio demonstrating proficiency in both Marshallese and English language. Additionally, they need to show evidence of successful teaching. The same standards apply to other foreign language and culture courses at the College such as those in Japanese and Chinese.

The Vice President of Academic and Student Affairs maintains and publishes a current list of courses for which these policies apply.

5.5 Faculty Workload Policy

5.5.1 Full Time Regular Faculty Workload. A Full Time Regular faculty member teaches regular credit courses and is employed under a ten month contract. Full Time Regular Faculty are expected to provide 40 hours of service to the College per regular work week. A Full Time Faculty Member's workload includes:

- a. Teaching a minimum of fifteen (15) contact hours per week with one to four for preparations
- b. Teaching classes in accordance with the goals and outcomes of the course as described in the

course outline

- c. Maintaining accurate records of student attendance and student learning outcomes, the assessment of those outcomes and grades in accordance with CMI regulations
- d. Keeping at least 5 office hours per week
- e. Advising students
- f. Participating in graduation and similar special College functions
- g. Participating in Departmental activities. This includes meetings, curriculum development and developing procedures for improving current classes.
- h. Attending to additional needs of the College and the community as may be required such as:
 1. In-house workshops
 2. Workshops for businesses or other agencies in the community
 3. Participation in student activities (clubs)
 4. Public relations
 5. Assistance to the community in the area of his/her expertise.

5.5.2 Definitions

- a. **Overload:** When there is a determination that a course or another section needs to be added and a Faculty member with a maximum teaching load agrees to teach the additional course or section, the additional course or section is considered an overload. Each contact hour above 15 hours will be considered an overload. Contact hours over 15 will be payable. Overload will not exceed 6 contact hours or, equivalently, a 21 contact hour total assignment.
- b. **Under-load:** When a Faculty member's class is cancelled due to insufficient enrollment or a full class load cannot be assigned to a Faculty member, the administration through the Department Chair in consultation with the Faculty member is to determine an alternative work assignment. A Faculty member's salary will not be reduced due to the under-load.
- c. **Equitable Workload:** Faculty may initiate the grievance procedure if they believe their workload was not equitably assigned and their request for review was not satisfactorily resolved.
- d. **Contact Hour:** 50 to 60 minutes of class/lab time during which the Faculty member instructs a group of students. Contact hours must be in compliance with USDOE requirements for Title IV purposes.
- e. **Faculty:** In this policy, faculty or faculty member refers to full time regular only.
- f. **Instructional Equivalency:** Activity which may be counted as contact hours.

5.5.3 Overload. The Faculty member will have the right to refuse an overload and the decision will not affect the instructor's status. The Faculty member is to be compensated above the amount of the regular salary. Compensation for the overload above 15 contact hours is to be computed at the current overload rate and paid during the semester in which the overload occurs.

5.5.4 Purpose. The purpose of this policy is to define Faculty contract responsibility and to ensure equity in Faculty workload assignments.

5.5.5 Application. This policy applies to Faculty on contract with the College.

5.5.6 Responsibilities.

- a) Reporting and Certifying Faculty Workloads. It is the responsibility of the Vice President of Academic and Student Affairs (VPASA) through the Dean of Academic Affairs to develop standard forms and procedures and assure consistency across departments in reporting and certifying Faculty workloads.
- b) Semester Schedule and Workload Assignments. The Dean of Academic Affairs and the Department Chairs along with Faculty input are to determine the semester schedule and assign the workload to each Faculty member within the parameters of this policy and adhering to the approved budget for each department. The Dean of Academic Affairs is responsible for finalizing the class schedule. It is the responsibility of the Department Chairs to prepare a report of the workload assignments of all Faculty members teaching in the Department each semester.
- c) Final Approval of Semester Schedule and Workload Assignments. The VPASA is responsible for approving final workload assignments and overload pay. Approved overload assignments will be forwarded to Human Resources to develop special contracts for Faculty with overload hours in excess of 15 hours.

5.5.7 Procedure

1) Teaching Assignments

- a. At mid-term, preparations for the next semester are to begin. (Preparations for the summer session and the fall semester are done during the spring semester.) Course offerings and Faculty workloads are to be drafted during this time by the Dean of Academic Affairs and the Department Chairs in consultation with the individual instructors. Faculty members may be assigned non-instructional activities in lieu of a teaching assignment. The Department Chairs are to submit final schedules to the Dean of Academic Affairs for approval. This approval is to be no later than two weeks prior to the scheduled start of early registration.
- b. A Faculty member's workload may be adjusted during registration if the circumstances dictate. A Faculty member may also be offered an overload if a course needs to be taught and an instructor is not available.

2) Assignment of Hours. The College has the right to assign Faculty to day and evening instructional hours.

a. Office Hours. Faculty are to include their office hours in the course syllabus, and post and announce the hours (in class and post on the Faculty office door) at the beginning of the semester. If the scheduled hours conflict with a student's class schedule, the instructor is to arrange for a special appointment.

- 3) **Class Size.** The Dean of Academic Affairs in consultation with the Department Chairs will determine minimum and maximum class size. Classes that do not meet the minimum class size by the end of regular registration will be subject to immediate cancellation by the Dean of Academic Affairs.

4) Instructional Equivalency Guidelines

The following are guidelines for determining instructional equivalencies. It is recognized that all possible situations and activities may not be included. Administrative prior approval is required for any equivalency and for any exception to these guidelines.

An equivalent contact hour is equal to at least 48 hours of time devoted to the equivalent task. Therefore, one equivalent contact hour is 48 hours of work, two equivalent hours is 96 hours of work, and three equivalent hours is 144 hours of work.

- a. Department Chairs: Department Chairs will be given an equivalent to teaching three contact hours per semester. These three equivalent contact hours will be considered release time. Department chair, and any other faculty receiving equivalencies, must teach a minimum of 9 contact hours. If any combination of equivalencies exceeds 6 contact hours, the excess will be paid as overload, based on the prior approval of the Dean of Academic Affairs.

Department Chairs will receive additional equivalencies based on the number of full time Faculty in the department according to the following schedule:

- 5 – 10 full time Faculty members – one additional equivalent contact hour
- 11 – 15 full time Faculty members – two additional equivalent contact hours
- Over 15 full time Faculty members – three additional equivalent contact hours.

See 1.11(a)3 for Chairperson Responsibilities.

A department chair may not delegate any responsibilities to another faculty member without prior approval of the Dean of Academic Affairs.

- b. Supervision of Student Teaching or Student Interns: Faculty supervising student teachers are to be awarded two contact hours for each student supervised. Faculty supervising student interns are to be awarded one contact hour for each student supervised.
- c. Science laboratories and clinical activity courses are to be awarded 0.5 hours for each contact hour. In addition, science laboratory and clinical activity courses shall be awarded 0.5 contact hours for preparation.
- d. Faculty Senate: President will receive three contact hours per semester and Secretary of the Faculty Senate will receive two contact hours per semester.

- e. Curriculum Committee (CC): Full time Faculty serving on the CC will receive one contact hour per semester. The CC Chair and Secretary will each receive 2 contact hours.
- f. Program Coordinator: If a Faculty member is required to coordinate a specialized program, alternative assignment contact hours are to be awarded upon prior approval of the Dean of Academic Affairs. A program supervisor may be awarded one to three contact hours per semester. These contact hours may be in the form of release time, however if release time is granted for these duties, the Faculty member shall not be permitted overload unless deemed appropriate by the department chair and Dean of Academic Affairs and/or the Vice President of Academic and Student Affairs.
- g. Other Administrative Responsibilities: Contact hours may be awarded for extraordinary formal academic advising or significant administrative responsibilities (temporary) relating to the institution as a whole. The total of such awards will normally be one to three contact hours per semester, upon prior approval of the Dean of Academic Affairs. The objectives of these approved extra responsibilities shall also be included in the Faculty member's annual work plan and performance assessment.
- h. Creation of New Programs: Faculty who are involved as developers of new programs as part of his/her core workload or an approved overload may be granted workload credit for such activity upon prior approval of the Dean of Academic Affairs and the Vice President of Academic and Student Affairs. Faculty will normally be awarded one to three contact hours per semester. The objectives of the new program(s) development shall also be included in the Faculty member's annual work plan and performance assessment.
- i. Research: Faculty who are conducting research may be awarded one to three contact hours per semester upon prior approval of the Dean of Academic Affairs and the Vice President of Academic and Student Affairs.. The research objectives shall also be included in the Faculty member's' annual work plan and performance assessment.
- j. Community Service: Faculty who are engaging in community service that is a beneficial contribution to the college, community or country may be awarded one to three contact hours per semester upon prior approval of the Dean of Academic Affairs and the Vice President of Academic and Student Affairs. The objectives of the community service shall also be included in the Faculty member's annual work plan and performance assessment.
- k. College Service: Faculty who are engaging in college service that is a beneficial contribution to the college may be awarded one to three contact hours per semester upon prior approval of the Dean of Academic Affairs and the Vice President of Academic and Student Affairs. The objectives of the college service shall also be included in the Faculty member's annual work plan and performance assessment.

5) Determination of Instructional Equivalencies

For the categories of Program Supervisor, Other Administrative Responsibilities, Creation of New Programs, Research, Community Service and College Service, the amount, if any, of

contact hours shall be determined in consultation with the Department Chair, the Dean of Academic Affairs and the Vice President of Academic and Student Affairs. Final approval resides with the Vice President of Academic and Student Affairs.

5.6 Continuing Education Faculty Workload Policy

5.6.1 Full Time Continuing Education Faculty Workload. A Full Time Continuing Education faculty member teaches non-credit courses and is employed under a ten month contract. The regular work weeks are the same as those of Full Time Regular Faculty. Full Time Continuing Education Faculty are expected to provide 40 hours of service to the College per regular work week.

5.6.2 A Full Time Continuing Education Faculty Member's workload for the Adult Basic Education (ABE), formerly known as "GED," program will include:

- a. Teaching six contact hours per regular work day, for a total of 30 hours per regular work week
- b. Scheduling five office hours per regular work week
- c. Teaching classes in accordance with the goals and outcomes of the course as described in the course outline
- d. Maintaining accurate records of student attendance and student learning outcomes, the assessment of those outcomes and grades in accordance with CMI regulations
- e. Advising students
- f. Participating in ABE graduation and similar special College functions
- g. Participating in Departmental activities. This includes meetings, curriculum development and developing procedures for improving current classes
- h. Attending to additional needs of the College and the community as may be required such as:
 1. In-house workshops
 2. Workshops for businesses or other agencies in the community
 3. Participation in student activities (clubs)
 4. Public relations
 5. Assistance to the community in the area of his/her expertise.

5.6.3 A Full Time Continuing Education Faculty Member's workload for technical/vocational programs that may use the "clock hour" conversion for Title IV purposes will include:

- a. Teaching 25 contact hours per regular work week
- b. Scheduling at least five office hours per regular work week to meet with students
- c. Scheduling at least five hours of preparation per regular work week
- d. Teaching classes in accordance with the goals and outcomes of the course as described in the course outline
- e. Maintaining accurate records of student attendance and student learning outcomes, the assessment of those outcomes and grades in accordance with CMI regulations
- f. Advising students
- g. Participating in graduation and similar special College function.
- i. Participating in Departmental activities. This includes meetings, curriculum development and

- developing procedures for improving current classes
- j. Attending to additional needs of the College and the community as may be required such as:
 1. In-house workshops.
 2. Workshops for businesses or other agencies in the community.
 3. Participation in student activities (clubs).
 4. Public relations.
 5. Assistance to the community in the area of his/her expertise.

5.6.4 Policy for Adjunct or Part-time Faculty

1 Adjunct or Part-time Faculty Workload. An Adjunct or Part-time faculty member may teach credit or non-credit courses and is employed as a temporary, at-will, employee. The regular work weeks are the same as those of Full Time Regular Faculty. An Adjunct or Part-time Faculty Member's workload will include:

- a. Teaching six or less contact hours per semester for credit course assignments.
- b. Teaching four or less contact hours per day for ABE assignments.
- c. Teaching 20 or less contact hours per week for technical/vocational programs.

2 Exceptions to the workload assignments for Adjunct or Part-time Faculty must be approved by the Dean of Academic Affairs or the Director of WAVES.

Acknowledgement:

This policy was adapted from the College of Micronesia, FSM.

www.comfsm.fm

5.7 Salary

Full-time faculty contracts and salaries are referenced to a twelve (12) month calendar year, while service days are referenced to a nine (9) month academic year. Annual salary for Faculty is paid in 26 bi-weekly installments over the full twelve (12) months of the calendar year. Faculty salary is, however, earned over the course of the Fall and Spring semesters; one half of the annual salary amount being earned in the first semester and the second half of the salary being earned in the second semester.

Faculty are typically hired in August or in January to correspond to the start of the Fall or Spring semester.

5.7.1 August Hires

Faculty contracts for those hired in August will be structured so as to end on July 31st, so as to conform to the academic year. Salary will be paid over the 12-month period, beginning on August 1 and ending July 31. Faculty salary is, however, earned over the course of the Fall and Spring

semesters; one half of the annual salary amount being earned in the first semester and the second half of the salary being earned in the second semester.

Thus, a faculty member hired in August who is separated from employment after the Fall semester must receive the remainder of the equivalent of 13 pay periods of salary; a faculty member hired in August who is separated after the Spring semester must receive the remainder of the equivalent of 26 pay periods of salary.

5.7.2 January Hires

Faculty contracts for those hired in January will be structured so as to end on December 31st.

A faculty member hired in January who is separated from employment after the Spring semester must receive the remainder of the equivalent of 13 pay periods of salary; a faculty member hired in January who is separated after the Fall semester should receive the equivalent of 26 pay periods of salary ending on December 31st.

5.8 Faculty Absences

Faculty are expected to meet all assigned classes and laboratories on a regular basis for the required time. When circumstances permit, a faculty member who expects to miss classes must arrange for a colleague or other professional to fulfill the assignment and should report the absence from class to the department Chair and the Dean of Academic Affairs or the Dean of Adult and Continuing Education.

In some cases, students may be given out-of-class assignments during the absence of the instructor. In no cases should students be left unsupervised in studios or laboratories. Sickness that may result in extended absences requires notification, through the department Chair, to the relevant Dean. For efficient operation of the College, the Dean of Academic Affairs and the department Chair must have knowledge of the location of the faculty. Please note that classes may not be canceled without the permission of the relevant Dean.

5.9 Faculty Substitution

5.9.1 Policy

To provide procedures for coverage of classes during an instructor's absence and for faculty substitution and remuneration.

5.9.2 Procedure

a. Faculty Obligations

All full and adjunct faculty members are responsible for creating valuable classroom experiences and assignment for each class period, and preparing written assignments for those occasions when

he/she must be absent to ensure continuity of the instructional process in the course. The faculty member also is responsible for notifying he/her department chairperson in advance of a planned absence.

The faculty member shall prepare materials prior to his/her absence and communicate such assignments to the department chairperson and also to the substitute. The department chairperson is expected to facilitate communication and substitution arrangements. The faculty member who will be absent shall find a suitable substitute to cover the classes that she/he will be absent from whenever possible.

In the event a scheduled college class does not meet for a reason beyond the control of the assigned faculty member and his/her department chairperson, the faculty member will be responsible for ensuring that the objectives of the course are still met during the term.

b. Remuneration for Substitute Teaching

When a full-time faculty member substitutes in another full-time faculty member's class for more than nine (9) consecutive contact hours, the substituting faculty member shall be paid at the established overload rate commencing with the tenth (10th) contact hour of substitution. The overload rate shall be prorated to reflect the percentage of class periods taught for the substituted class within a semester by the substitute faculty member.

When the faculty member becomes eligible for substitute overload pay, a notification to the Human Resources Department will be prepared by the department chair. This notification will show the overload hours to be paid on the appropriate date(s) and the course information and name of the instructor for whom the substitution was performed on the back.

c. Full-time Faculty Substituting for Adjunct Faculty

Whenever possible, the long term absence of an adjunct faculty member will be covered by another adjunct under contract who will be paid at the regular adjunct's rate in lieu of assigning a faculty member. When an adjunct substitute is not available, a full-time faculty member may be assigned to substitute for the absent adjunct instructor. In the latter case, the full-time faculty member substituting for the adjunct instructor will be paid at the appropriate overload rate beginning with the tenth (10th) consecutive contact hour of substitution.

Chapter Six: Employee Benefits

6.1 General Benefits Policy

College Employees are entitled to receive the following benefits in addition to their wage or salary as provided by contract. Employee benefits, together with salary, represent the employee's total compensation package. The rights, interests and entitlements associated with the employee benefits described here below are for the exclusive benefit of the Employee and/or for his/her qualified dependents, where applicable, and are not assignable or transferable.

6.2 Institutional Benefits

Unless otherwise exempted by law, the College shall provide the employer's share of the following for each Employee:

6.2.1 Employer Contributions as Required by RMI Law.

- a. Marshall Islands Social Security Administration (MISSA) Social Security (Retirement) Insurance.
- b. RMI Basic Health Insurance Plan.

6.2.2 Workman's Compensation (Line of Duty Injury)

- a. Definition: Line of duty injury is defined as incapacitation for duty resulting from injury sustained on-the-job and includes related medical treatment; line of duty injury also includes death resulting from an on-the-job injury.
- b. Pay Status: An Employee who suffers an on-the-job injury will be carried on the payroll with full pay status without charge to Sick Leave or any other leave until the Employee's personal physician certifies that the Employee is fit to return to duty.
- c. Treatment: An Employee who is absent from duty for medical treatment of an on-the-job injury will be granted leave with pay and without charge to Sick Leave or any other leave.
- d. Part-Time duty: An Employee who is able only to work part-time or light duty during recuperation from an on-the-job injury shall receive full pay without charge to sick or any other leave for hours not worked. The Employee must present a statement of incapacitation for full-time duty from his personal physician in order to be eligible for pay for hours not worked.
- e. Right of Refusal: Employees shall not be obligated to accept duties they deem hazardous.

6.2.3 Liability Insurance.

The College shall provide general liability insurance to cover all Employees for acts carried out within the scope of their employment.

6.2.4 Employee Family Education Benefit Policy

1. School Program in the RMI

In the interest of supporting able students and the families interested in advancing their educations, Employees are eligible to receive up to a total of \$500 annually for the payment of tuition of their Dependent Child(ren) under the age of eighteen who attend a school program in the RMI. Where both parents are employees of the college, only one can claim this benefit. A Dependent Child for the purposes of this policy includes only a natural child and/or a child adopted pursuant to the RMI Adoptions Act 2002.

a) Criteria for approval

- i. The Employee must submit evidence of registration of the student (or students) for whom support is requested and a bill showing payment of all required tuition and fees to be eligible for reimbursement.

- ii. Employees who request hardship status may be eligible for direct payment to the host school by submitting registration, evidence of all family income, and a bill all charges for the academic year from the host school and a balance due of no more than \$500.
- iii. The intent of this provision is to assure that the families have contributed fully to their children's education prior to seeking College support.
- iv. Only one application per school year is permitted and this must be submitted in the current fiscal year of the College.

2. Tuition waiver for CMI courses

Eligible Dependents may take up to eighteen (18) credit hours each semester, for courses, excluding courses that are audited. Dependents enrolled as Dual enrollment students do not qualify for fee waiver as they are already covered in 1.

a) Criteria for Approval

- i. For the purpose of this benefit, Eligible Dependents means:
 - A Your lawful spouse (either by marriage or by common law in Marshallese custom); and
 - B Your unmarried child or children, including a child or children adopted pursuant to the RMI Adoptions Act 2002, who:
 1. chiefly relies on the Employee for support and maintenance; and
 2. who is under 25 years of age.
- ii. The dependent must meet the College's standard admissions criteria.
- iii. The dependent must have applied for Pell, RMI Scholarship and any other available financial aid for which he or she may be eligible, and must report any financial aid received. To determine the amount to be waived, the College will deduct the amount of financial aid received from the amount of tuition due.
- iv. The dependent is subject to all the College's academic and student rules and regulations. Dependents who do not attain a grade of C or better in the course for which tuition has been waived forfeit their eligibility for tuition waivers and will be charged through payroll deduction the full cost of the course(s) tuition.

6.2.5 Employee Disaster Relief Gift Contribution Policy

Through this policy, the College and its Employees join together to give gift contributions of cash to alleviate the suffering of a fellow Employee that has been caused by a Devastating Event. An Employee who has suffered a Devastating Event may apply to the Human Resources Director, or to his/her supervisor, to receive a gift contribution.

a. College basic gift contribution

- i. When an employee experiences significant damage or destruction to his/her place of residence and or loss of essential personal possessions as a consequence of devastating event, the college shall contribute \$1,000 to a gift fund account, earmarked for the employee for the purpose of reconstructing or repairing his/her place of residence and or replacing essential personal possessions .

b. Temporary housing

- i. In the event that the employee's place of residence is made uninhabitable by the devastating event, the college will place the employee (and immediate family) in an appropriate accommodation on campus (Uliga or Arrak), if an appropriate accommodation is available. The duration of such accommodation shall be at the discretion of the college, but not to exceed 30 days.
- c. Employee gift contributions
 - i. Employees may contribute to the fund account established by the college for the employee who has suffered a devastating event.
- d. How employees may contribute their gift contribution
 - i. Employees can contribute cash gift to the employee disaster relief fund by check or through payroll deduction.
- e. College matching gift contributions
 - i. For every dollar gift contributed by an employee, the college will make a matching gift contribution up to a maximum of \$1,000. Total college contribution (basic and matching gifts) to an individual employee gift fund account may not exceed \$2,000.
- f. Management and distribution of gift contributions
 - i. All contributions made by the college and employees shall be placed by the business office in an gift fund account earmarked for the employee who has suffered a devastating event. Distributions from the account shall be done in accordance with existing business office procedures.
- g. Definitions
 - i. Devastating event - an event that is highly destructive or damaging to the employee's place of residence rendering it unsuitable for decent living and or has caused the loss of essential personal possessions.
 - ii. Employee – a full time employee of the college of the Marshall Islands.
 - iii. Essential personal possessions - items essential for decent living such as clothes, cooking utensils bedding, etc.
 - iv. Gift fund account – the account established by the college's business office in the name of the employee who has suffered a devastating event. College and employee gift contributions made to an employee who has suffered a devastating event will be deposited account earmarked for the employee and held for disbursement for the purpose of reconstructing or repairing the employee's place of residence and or replacing essential personal possessions. Any funds remaining in the account subsequent to reconstructing or repairing the employee's place of residence and or replacing essential personal possessions will be given as a cash gift to the employee who has suffered a devastating event.
 - v. Place of residence - the place in which a person lives.

6.3 Additional Benefits

The College shall provide or make available the following benefits for all full-time employees.

6.3.1 Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance.

Subject to the requirements of the designated Insurance Carrier, the College shall provide an amount necessary to purchase Term Life Insurance to provide a benefit in the event of death from natural causes and an additional equal amount in the event of accidental death.

The current Life Insurance Cover is as follows:

- Sum Insured: US\$ 100,000 per Insured Person, or up to 6 x Annual Basic Salary whichever the lesser per Insured Person
- Free Cover Limit: US\$ 100,000 to age 65

Excess benefits above the FCL: Prior to underwriters' decision for cover following completion of medical underwriting, Accident only up to age 70 cover to apply in the interim, subject to an exclusion for pre-existing medical conditions that may deteriorate recovery from an accident, defined as any medical condition for which the Insured person has received treatment, consultations, advice, or medical diagnosis previous to the effective date of the policy.

- Late Retirement: To age 75, subject to employee having joined the employ of the Insured and been in continuous service since before 64th birthday and subject conditions stated by insurance provider.

6.3.2 Dependent Life Insurance.

Coverage for eligible dependents is also available, the premium for which is paid by the Employee biweekly:

Dependent Spouse: US\$ 10,000 per Insured Person

Dependent Child: US\$ 5,000 per Insured Person

6.3.3 Health Insurance.

- a. Basic Health Plan. All full-time permanent Employees are covered for medical care under the RMI Basic Health Plan. The cost of Basic Health Insurance is shared equally by the College and the Employee. Employees are responsible for any additional charges incurred but not covered under the Basic Health Plan.
- b. Supplemental Health Plan. Additional coverage is available under the Supplemental Health Plan at the Employee's expense in the initial two years of employment with the College. After contract renewal at the two (2) year point, the College will assume the cost of Supplemental Health Insurance for Employees who choose to participate. Coverage does not include spouses or other dependents.

6.3.4 Short Term Disability Insurance.

The College shall provide a self-insured Short Term Disability Insurance for all Employees. (See paragraph 7.5 Short-Term Disability)

6.3.5 Long Term Disability Insurance.

The College shall pay the premium for Group Long Term Disability Insurance for all Employees.

6.4 Extended Employment Benefits

The following may be added to an Employee's contract as needed for recruitment incentive and Employee retention.

6.4.1 Housing.

Policy

The College provides either housing or a housing allowance to full-time Employees recruited to positions open for internationally competitive expatriate recruitment and whose usual place of residence is outside of the Republic of the Marshall Islands. Housing benefits begin on the start date of the contract, continue throughout the employment relationship between the College and the Employee and end when the employment relationship ends.

Purpose

Housing benefit is part of the extended benefits package added to an Employee's contract as needed for recruitment incentive and employee retention.

Definitions

Internationally competitive expatriate recruitment- Positions open normally for expatriate recruitment.

Housing Allowance. When College housing is not available, or if the eligible Employee chooses to live off campus, the College will pay the Employee's rent directly to the Employee's landlord, to a maximum of **\$850.00**/month for a single renter, and to a maximum of **\$1,100.00**/month for two people sharing an accommodation when both people are under full-time contract with the College or, when the spouse/partner is working for another organization and also receiving a housing benefit, up to **\$600.00** or **\$1,100.00** minus the benefit received by the spouse, whichever is higher. Administrators are eligible for a rental allowance of up to **\$1,100**/month. Rent payment shall be made by the College Business Office directly to the landlord.

Lease Agreement. The Employee is responsible for the terms of the lease agreement including damages, lost deposits, and notice of vacation. The Human Resources Department will assist the Employee in the following:

- locating initial hire housing,
- noting and documenting the condition of the initial housing property at the time of move in, attaching any such documentation to the lease agreement,
- ensuring the landlord provides security features to the property that safeguards the employee,
- and representing the Employee in issues related to the maintenance of the property and property furnishings, deducting from the landlord's rental payment for reimbursement of the Employee for expenses incurred by the Employee for maintenance and furnishing replacement expenses that are clearly the responsibility of the landlord.

Housing Security Deposit. In the event that a security deposit is required for the housing, the employee is responsible for the security deposit. However, the College will assist the employee by paying the deposit upfront up to \$750 and the employee will reimburse the College through salary allotments over a period of 6 months. The Employee will be responsible for any valid claim against the security deposit by the housing landlord. Security deposits previously paid by the College are not transferable.

6.4.2 Transportation.

Once a contract for a Full-Time, Permanent Position is signed by an Employee who is hired from outside the Republic of the Marshall Islands, the College provides transportation from the point of hire to the job location by the simplest, most economical and most direct route. New Employees may arrange their own air transportation and be reimbursed by the College upon their arrival, or they may request the College to purchase tickets for them. Conditions that apply to this benefit include the following:

- a. Eligible for the transportation benefit are the full-time Employee, his or her spouse, and dependent children under eighteen (18) years of age. Dependents are required to reside in the Marshall Islands for a minimum period of 24 months to qualify for this benefit. If the Employee fails to complete the *initial contract* of employment the Employee is obligated to pay to the College an amount equal to the expense undertaken by the College in providing these benefits
- b. On completion of the initial three-year contract of employment the College shall provide repatriation transportation from the work location to the point of hire by the simplest, most economical and most direct route for the Employee, as well as the spouse and dependent children. Spouse and/or dependent child repatriation travel may take place any time after the Employee has completed the first year of his/her initial three- year employment contract and up to ninety (90) days following the expiration of the Employee’s final contract with the College, or for a dependent child, the dependent’s attainment of age 25, whichever occurs first. Employee repatriation travel is provided only at the termination of the Employee’s final contract. Repatriation transportation includes ground travel from the point of hire to the nearest airport.
- c. If the Employee fails to complete his/her initial contract of employment then the College is not obligated to provide return transportation to the Employee, spouse and dependents. Moreover, the Employee is obligated to pay to the College an amount equal to the expense undertaken by the College in providing for the repatriation travel of spouse and/or dependents that may have occurred prior to the Employee’s completion of contract.
- d. Eligibility for repatriation travel pursuant to any renewal contract of employment subsequent to the initial contract of employment will be subject to the following Eligibility Conditions in the event that the Employee resigns prior to the end of the renewal contract:

Employment Category	Eligibility Condition
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Faculty Employee	Employee tenders a resignation at least 90 days before, and works through, the end of the semester in which the resignation is tendered.
Staff (non-Faculty) Employee	Provides at least sixty (60) days of notice of resignation.

- e. If the Employee fails to honor the above Eligibility Condition then the College is not obligated to provide return transportation to the Employee, spouse and dependents. Moreover, the Employee is obligated to pay to the College an amount equal to the expense undertaken by the College
 - i. in providing for the repatriation travel of spouse and/or dependents that may have occurred prior to the Employee's untimely resignation, and
 - ii. for any renewal incentives paid as a part of the incomplete renewal contract.
- f. The Employee must use the benefits described in the subsection within ninety (90) days of his or her final contract of employment or such benefits are waived.

6.4.3 Moving In Allowance.

For newly hired full-time Employees who are recruited and hired from outside of the Republic of the Marshall Islands, the College will provide the Employee on arrival a \$2,000 allowance that may be used at the Employee's discretion to offset the cost of shipping and other expenses associated with the move to the RMI.

- a. The Moving In Allowance is subject to the following conditions.
 - i. If the Employee fails to complete the initial contract of employment, then the Employee is obligated to pay to the College an amount equal to the expense undertaken by the College in providing these benefits.
 - ii. Employees are responsible for the complete arrangement of shipment and quarantine of their pets and may include it in their shipping allowance. However, the College takes no responsibility for the safety, health or transportation arrangements for Employee's pets.

6.4.4 Repatriation Moving Benefit.

On completion of the initial contract of employment or any subsequent renewal contract of employment, full-time Employees who are recruited and hired from outside of the Republic of the Marshall Islands, will be reimbursed up to \$2,500 to assist in the cost of removal of house and personal effects on repatriation. The following conditions apply:

- a. If the Employee fails to complete the initial employment contract or fails to meet the Eligibility Conditions of any subsequent renewal contract of employment, the College is not obligated to provide Repatriation Moving Benefits to the Employee, spouse or dependents.
- b. Any Moving Benefits, must be used within ninety (90) days of the Employee's initial employment or contract termination or such benefits are waived.

6.4.5 Transportation and Relocation of Employees within the RMI

i. **Transportation**

Once a contract for a Full-Time, Permanent Position is signed by an Employee who is hired from outside of Majuro or the Distance Education Center to which they have been appointed, the College provides transportation from the point of hire to the job location by the simplest, most economical and most direct route for the employee as well as the spouse and dependent children.

ii. **Relocation allowance**

The College will provide the Employee an allowance of \$1,000 that may be used at the Employee's discretion to offset the cost of shipping and other expenses associated with the move to their new work location.

iii. On completion of employment and subject to meeting end of contract requirements, the College will provide transportation for the employee, spouse and dependents to their place of initial hire.

6.4.6 Retirement Savings Plan

i. **Participation**

- Plan Eligibility/Entry

Full time employees on permanent contracts are eligible immediately after hiring. Employees can join the first day after signing contract.

- Employee Contribution Changes

Employees can make changes to their contribution on a quarterly basis

ii. **Contribution**

- Employee Contribution

Employees can contribute from as low as 1% to 100% of their pay.

- Employer Contribution

The College will match employee contributions up to 3% commencing in 2021 and will cap at 10% by 2025 to be implemented as follows:

Year	Employer Contribution
2021	3%
2023	6%
2024	8%
2025	10%

Example of Employer matching contribution:

Employee Contribution	Employer Contribution
1%	1%
2%	2%
3%	3%
4%	3%

- **Plan Vesting**

The Employee will always be 100% vested in their contribution. For Employer Contribution, this schedule will apply:

Years of Service	Vested
1	0%
2	20%
3	40%
4	60%
5	80%
6	100%

Chapter Seven: Employee Leave

7.1 General Leave Policy

Paid leaves of absence taken under any of the conditions described in this Chapter are intended to benefit the Employee and/or the College. Regularly scheduled days off, including weekends and officially designated holidays, falling within a period of approved leave shall not be counted against leave entitlements. Leaves for continuing education are described in Chapter Eight, Professional Development.

7.2 Coverage

This leave benefits described in this chapter apply to all permanent full time Staff and Administrative Employees and Non Instructional Faculty Employees. Faculty Employees are entitled to all of the leave benefits described except Annual Leave.

7.3 Annual Leave

7.3.1 **General.** All or part of an Employee's Annual Leave with pay may be granted as vacation leave, or it may be granted intermittently to allow the Employee time off to conduct personal business during working hours.

7.3.2 **Accrual Basis.**

Annual Leave accrual is based upon the Employee's anniversary date. The maximum accrual is twenty six (26) days.

- a. Employees working a 40 hour workweek. Annual leave accrual for all Employees working a 40 hour workweek shall be eight (8) hours per pay period.
- b. Employees working a 60 hour workweek. Annual leave accrual for all Employees working a 60 hour workweek shall be twelve (12) hours per pay period.

Maximum amount of leave. The maximum amount of leave that can be accumulated at the end of a leave year shall be two hundred and eight (208) hours. A maximum of eighty(80) hours or 10days can be carried over to the new leave year. At any one time the total leave accrual must not exceed 288 hours (36days).

Upon separation from employment with the College, Employees may be paid for their accumulated Annual Leave up to a maximum of one (1) year of earned Annual Leave or two hundred and eight (208) hours.

7.3.3 Eligibility. All permanent Employees of the College, except Faculty are eligible for Annual Leave.

7.3.4 Approval. Annual Leave shall be approved in advance by the Employee's supervisor. Annual Leave requests by the President shall be approved by the Chairperson of the Board of Regents. Leave may be denied for certain Employees who apply for leave during periods of critical need, such as registration, graduation or internal audits. All Employees must give as much advance notice as possible to the supervisor by applying online using the College's online leave application system prior to the date requested. For short term leave (1 or 2 days), one week's notice before the requested date is required. For longer periods (1 or more weeks) one (1) month of notice should be given. The only exceptions to the advance notice rule are emergencies such as death, serious illness or an accident involving you or an immediate family member. Planned functions such as birthdays, church activities, trips off-island are not emergencies and unless advance notice is given, will be counted as "Leave Without Pay."

7.3.5 No Accrual During LWOP. No Annual Leave shall accrue during a leave of absence without pay. Leave continues to accrue during all periods of authorized leave with pay. No annual or Sick Leave accrues for pay periods in which an Employee works fewer than 72 hours for a 40hour work week or 108 hours for a 60hour work week without approval of the appropriate supervisor. This provision does not apply to Employees whose contracts or schedules stipulate less than 80 hours per pay period; in these cases, no Annual Leave or Sick Leave accrues for the pay periods in which the Employee works fewer than the number of hours contracted or scheduled.

7.3.6 One Hour Minimum. The minimum charge for Annual Leave is one (1) hour; additional charges against Annual Leave are in whole hours only.

7.3.7 No leave during resignation period. Annual leave cannot be taken during a notice period of resignation.

7.4 Sick Leave

7.4.1 Conditions. Sick Leave protects the permanent Employee's pay during absence from work due to illness. Sick Leave shall be approved by the immediate supervisor and the Human Resources Director, and shall be granted under the following conditions:

- a) An Employee is incapable of performing his or her duties because of confinement for childbirth when Parental Leave has expired.
- b) An Employee requires a medical, dental or optical examination or treatment, or requires any mental examination, counseling or treatment.
- c) An Employee has a seriously ill spouse or child may utilize their accrued sick leave hours after they have exhausted accrued annual leave hours.
- d) An Employee who becomes sick while on Annual Leave may request and may be granted Sick Leave for the period of the illness, provided the period of Sick Leave is supported by a certificate from a recognized health care provider. Using Sick Leave in this manner protects the portion of Annual Leave lost to illness, provided Sick Leave for the illness was requested and approved, Annual Leave lost to illness is restored to the Annual Leave account. However, Sick Leave taken during an Annual Leave period does not extend the end date of the Annual Leave.
- e) Faculty may use Sick Leave for seriously ill spouse/dependent as the primary source of paid leave.

7.4.2 Accrual Formula. Sick Leave accrues equally for all full time Employees at a rate of four (4) hours per pay period up to a ceiling of thirteen (13) days or 104 hours per year. This ceiling will remain unchanged until all Sick Leave hours are used. When the total Sick Leave falls below 104 hours, the accrual begins again until the ceiling of 104 is reached.

7.4.3 Limitations. Employees are encouraged to begin the workday on time at 8 am and to end the workday on time at 5 pm. Exceptions to these hours may be approved by the supervisor. If no exception is approved, the following guidelines apply:

- a) No Sick Leave accrues for pay periods in which an Employee works fewer than 72 hours without approval of the appropriate supervisor/director/dean/President. This provision does not apply to Employees whose contract schedules stipulate less than 72 hours per pay period, in these cases, no Annual Leave or Sick Leave accrues for the pay periods in which the Employee works fewer than the number of hours contracted or scheduled.
- b) No Sick Leave accrues during a leave of absence without pay.
- c) Sick Leave accrues during all periods of authorized leave with pay.

7.4.4 Minimum Charge. The minimum charge for Sick Leave is one (1) hour, additional charges against Sick Leave are in whole hours only.

7.4.5 Certificate Requirements. For Illnesses or injuries which might compromise the safety of the Employee and /or the College, the College may require a certificate from a recognized health care provider to certify that the Employee is fit to return to duty.

7.4.6 Sick Leave Abuse. When the pattern of Sick Leave requests indicates that an Employee may be abusing the Sick Leave procedures, the College may require that the Employee provide a

physician's certificate to verify illness. If a recognized health care provider's certificate is required, the Employee should be notified in writing prior to implementing this requirement. If a recognized health care provider's certificate is required, but is not presented by the Employee within one (1) week of the illness, the days off for the illness will be counted as leave without pay.

7.4.7 Sick-Leave Carry-Over. Sick Leave accrues and carries over from year to year up to the maximum of thirteen (13) days or 104 hours.

7.4.8 Sick Leave Procedures.

- a. As soon as an Employee knows he or she cannot come to work because of injury or illness or injury that Employee shall call the College and inform the supervisor.
- b. Before or upon return to work, but not later than the day after they return to work, the employee must submit their application for sick leave online using the online leave application system.
- c. If more than one (1) day of Sick Leave is utilized in the same pay period for the same illness or disability, a certificate from a recognized health care provider must be submitted on or before the employee returns to work.
- d. Of the 13 days Sick Leave, only 3 days can be taken without a medical certificate.
- e. An Employee is not entitled to compensation for accrued Sick Leave at termination.

7.5 Short-Term Disability

7.5.1 Purpose: To provide benefit eligible employees with protection against income loss as a result of extended illness or injury in coordination with the College's sick leave and long-term disability policies.

7.5.2 Policy Statement: All full time employees with a Permanent Appointment are eligible for short-term disability pay from the College.

7.5.3 Procedures:

- a. Short-term disability payments shall be self-insured by the College.
- b. Short-term disability payments are equal to 100% of the eligible employee's salary at the onset of illness or disability and are made by the College as a part of the bi-weekly payroll. Short term disability payments begin after all forms of paid leave are exhausted.
- c. Newly hired employees become eligible for the benefit subsequent to a thirty (30) day eligibility waiting period which shall begin on the date of hire.
- d. Disability is defined as being unable to perform with reasonable continuity the essential duties of the employee's own occupation or a comparable position for which the employee is qualified by reason of education, training, or experience. Disability must be caused by accidental injury or illness requiring ongoing physician's care.
- e. The benefit-waiting period is the first 13 workdays from the date disability or illness begins. These first 13 days of disability or illness are covered by the College's sick leave days and/or annual leave days.
- f. Benefits are payable beginning on the 14th working day or when all available forms of paid leave have been exhausted. (Note: An Employee with a short term disability may opt to use accrued Annual Leave to delay the start of Short Term Disability benefits). Benefits will

cease upon the date the disability ends, the return to work date, or after 90 days of Short Term Disability benefit payments, whichever comes first.

- g. In cases of disability related to pregnancy, a birth mother may qualify under this policy for a period of disability shortly before and typically 6-8 weeks after the birth of a child, if medically necessary.
- h. Upon expiration of one period of disability, an employee must return to work for at least a week to be eligible for a new period of disability. Each different disability requires a new 17 work day waiting period.
- i. The following conditions are excluded:
 - 1. Disability due to an injury or illness for which payment is made or available through workers' compensation.
- j. Requests for short term disability payments are made in writing to the supervisor with a copy to Human Resources for approval. The employee should provide Human Resources with a Physicians Certification Form required for leave approval.
- k. If possible, with physician's approval, an employee may be expected to perform the duties of a modified position description.
- l. The employee must intend to return to work following the period of disability. A Fitness for Duty Form must be completed by the physician and received by Human Resources prior to the employee returning to work.

7.6 Personal Leave

7.6.1 Personal Leave for Support, Professional and Academic Professional Staff and Faculty. Support Staff, Professional Staff, Academic Professional Staff and Faculty are entitled to one (1) day or 8 hours of Personal Leave per calendar year. An additional 8 hours may be granted for school-related family leave with the presentation of any school-related announcement as a supporting document.

7.6.2 Personal Leave for Administrators. Administrators are entitled to 20 hours of Personal Leave per calendar year.

7.6.3 Accrual. Personal Leave does not accrue from year to year. There is no carry-over of Personal Leave.

7.7 Parental Leave

7.7.1 Policy: The College of the Marshall Islands will provide up to twelve (12) weeks³ of paid parental leave to employees who have given birth to a child or twenty (20) working days if they have parental responsibility for a newborn or adopted child less than 12months old. Parental responsibility is assumed by this policy if the employee:

- a. gives birth to a child, or
- b. is the father of a newborn and resides in the same household as the child, or
- c. legally adopts a child pursuant to the RMI Adoptions Act 2002 and provided the child is not yet twelve (12) months old.

³ ILO Maternity Protection Convention sets minimum maternity leave at 12weeks.

7.7.2 Purpose: The College believes in creating an inclusive environment for employees and understands that welcoming a new child into a family requires time to recover from childbirth and/or bonding with a newborn or adopted child.

7.7.3 Additional Conditions. Additional conditions that apply to Parental Leave are listed below:

- a) An Employee who is a grandparent may also be eligible for Parental Leave but evidence of primary parental responsibility must be provided.
- b) In the event of multiple legal adoptions, the entitlement to days off from work shall be as follows:
 - i. Twins (or two legal adoptions): thirty (30) days
 - ii. Triplets (or three legal adoptions): thirty five (35) days
 - iii. Quadruplets, or more (or four or more legal adoptions): 40 days
- c) Parental Leave shall not be charged against the Employee's accumulated Sick Leave or Annual Leave. If the Employee requires more than these twelve (12) weeks for recovery from childbirth, leave of absence with pay may be extended providing the additional leave is charged against the Employee's Sick Leave and/or Annual Leave account.
- d) Absence from duty during pregnancy may be charged against Sick Leave if, in fact, the Employee was sick. Otherwise, said absence may be charged against Annual Leave, or may be treated as leave without pay.
- e) The Employee's health care provider will determine the date upon which to begin a leave of absence preceding childbirth. It is the Employee's responsibility to notify the College of the expected date of this leave and to provide the College a copy of the health care provider's certificate. This requirement is waived in emergencies.
- f) Leave of absence after childbirth ends on the day the Employee's health care provider gives written authorization for the Employee to return to work. It is the Employee's responsibility to inform the College of the day the Employee expects to return to work. This notice should be given two weeks prior to that day.
- g) No leave of absence with pay for maternity/paternity/parental purposes shall be granted for longer than three (3) months unless the Employee has a related, ongoing medical condition. In such cases a health care provider's statement must be provided as to why additional time off from work is required. When it is documented that a related, ongoing medical condition exists, the Employee will be placed on Short Term Disability. Where there is no ongoing medical condition and the Employee does not return to after three months of Parental Leave, the Human Resources Director will meet with the Employee's supervisor to discuss continuity of employment of the Employee and make a recommendation to the President.
- h) Benefits for which the Employee is eligible and which are paid by the College will continue during paid Parental Leave for a period not to exceed three (3) months.

7.8 Administrative Leave

7.8.1 General. Administrative Leave applies to all permanent Employees. Administrative Leave is absence from assigned duty location with pay which has been authorized by the President.

7.8.2 Conditions. Employees must use the “Application for Leave” form to apply for all forms of Administrative Leave. Administrative Leave may be granted by the President for the following reasons:

- a. To minimize human risk when a hazardous weather condition has been declared by the appropriate government official.
- b. To receive medical treatment and to recuperate from an injury sustained in the line of duty, after exhausting Annual Leave and Sick Leave.
- c. To vote in public elections, not to exceed four (4) hours.
- d. To attend a government funeral or the funeral of a Staff/Faculty member or the funeral of an immediate family member of a Staff/Faculty member.

7.8.3 Approved Travel Administrative Leave. Travel Administrative Leave may be granted to Employees by the President to attend official meetings and professional conferences off campus or off island, or to temporarily change assignment in the performance of College duties. Leave taken under this subsection requires the Employee to file and attach an approved travel proposal by the Administrator and President. The approved travel proposal and administrative leave will be used to support the Departmental Travel Authorization for any release of financial arrangements pertaining to the travel.

For processing a Travel Authorization request (TA), please refer to the Travel Policy administered by the Business Office.

7.8.4 Travel to CMI campuses off-island. Employees granted approval by the President to attend official college business to CMI off-island campuses are also required to submit a travel report within fifteen (15) days of their return.

7.9 Bereavement Leave

7.9.1 General. In case of a death(s) in the Immediate Family of a full-time regular Employee, up to 40 (5 working days) hours of leave without loss of pay, per occurrence, may be arranged. One of these days must be the day of the funeral. For time off beyond 40 hours (5 working days), Annual Leave must be taken. This leave is at the discretion of the President or his/her designee and does not accrue. Immediate Family, for the purpose of this policy, means the spouse, child, father, father-in-law, mother, mother-in-law, grandparent, sister, brother, sister-in-law, brother-in-law, grand-child, daughter-in-law, son-in-law.

7.10 Emergency Leave

7.10.1 Purpose. To establish guidelines for paid leave of absence for critical situations such as the serious illness or injury of a member of an eligible employee's family not residing in Majuro Atoll. Employees whose main assigned campus or location is in the CMI Centers or 'centers' the residing location refers to any other places other than the island to which an employee is assigned to.

7.10.2 Parameters and Limitations.

- a. Emergency Leave is intended to apply only in the case of death in the family of a full time, permanent employee or comparable family emergency, where the deceased family member does not reside on Majuro atoll or the island designated as primary location of duty.
- b. Family member is defined as employee's parent (including Marshallese common law parent), spouse, domestic partner, child, grandparent, grandchild, sister, brother, stepbrother, stepsister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchild, stepparent.
- c. A comparable family emergency is defined as a severe or life threatening illness or injury to a domestic partner or family member.
- d. Such leave, with pay, may be granted to an employee by the Human Resources Director, in consultation with the employee's supervisor or other principal administrative officer in charge, provided the regular duties of the person concerned are assumed by other employees without additional expense to the College. Up to ten (10) days of leave shall be granted for each emergency and may be extended with authorization by the President or his or her designee.
- e. A copy of a death certificate or medical summary indicating the illness or injury to be serious is needed as supporting documentation.

7.11 Court Related Leave

7.11.1 When on jury duty or when subpoenaed as a witness when not a principal in the litigation, Employees shall receive court related leave with pay, shall retain any fees earned, and shall not be paid by the College for meals, lodging, or travel.

7.11.2 When a principal in personal litigation, an Employee shall not receive court-related leave, but may be granted annual or leave without pay with the approval of the President or a designee.

7.11.3 When involved in litigation on behalf of the College or due to action in line of duty as an Employee, Employees shall be considered on duty and shall turn over to the College any fees received from the court.

7.11.4 A request for court-related leave will be initiated by the Employee on an Application For Leave form. A copy of the subpoena or summons will be attached to the leave form. The President or a designee may approve the request. In order to be compensated for court-related leave, written verification by the court of time served must be submitted by the Employee.

7.12 Leave of Absence Without Pay

7.12.1 This leave is applicable to all full-time employees of the College.

7.12.2 A full-time employee may be granted a leave of absence for personal reasons, without pay, not to exceed six months. These leaves are granted only in cases not covered by any other college policy for leaves of absence and require the approval of the employee's department head, responsible Vice President and the Director, Human Resources.

7.12.3 Some typical reasons for granting such leaves include: illness in the family; education; or compelling personal needs. The College reserves the right to require written substantiation of the conditions prompting the need for such a leave of absence, and designate a period of Leave Without Pay as:

Unconditional (reinstatement to the pre-leave position is guaranteed), or

Conditional (reinstatement will occur only if the pre-leave position remains available).

A decision to designate a Leave Without Pay as Conditional will be based on the facts and circumstances of the leave request and the nature of the employee's position and whether the functions of the position are critical to the mission of the college.

7.12.4 As with other unpaid leaves, an employee is not entitled to holiday pay or to the accrual of vacation or sick day benefits while on a Leave Without Pay. Health insurance coverage will continue during the Leave Without Pay. Life insurance will be following the carrier's policy. Arrangements may be made with the Business Office to ensure continuity of the employee's share of benefit insurance premium payments.

Chapter Eight: Professional Development

8.1 General Policy

The policy of the College is to encourage professional development and maintenance of qualifications of College personnel. Seeking new information and ideas, and maintaining knowledge in one's field are an important part of professional life. The College is committed to offering regular professional development and training activities for its Employees, and all College Employees are encouraged to participate in such activities. In addition, the College commits its resources to promoting further formal education for those of its employees who are preparing to advance into positions of greater professional responsibility at the College, as well as those who do not possess the minimum educational qualifications for the position they currently hold.

8.2 Continuing Education Requirements

8.2.1 *All Employees who do not possess the minimum educational qualifications for the positions they hold are required to make regular and substantial progress in the pursuit of an appropriate higher degree through some form of continuing education during each year of their employment with the College. "Regular and substantial progress" is defined as a minimum of nine (9) academic credits achieved in an appropriate degree program per year.*

8.2.2 *Employees lacking the minimum educational qualifications required for the positions they hold shall provide the appropriate Dean or Director with a written plan for achieving those minimum educational qualifications and shall submit semiannual progress reports on or before February 1st and September 1st to the appropriate Dean or Director to document their continued educational progress.*

8.3 Jitdam Kapeel Programs for a Sustainable Workforce

8.3.1 Purpose

The Jitdam Kapeel Programs for a Sustainable Workforce are an initiative of the College of the Marshall Islands to identify talented and dedicated employees who have the potential for greater job and career responsibilities and, for a select few, future leadership of the College. This purpose will be accomplished by the amplification of existing programs and the creation of new programs that will provide the following for selected employees:

- a) Development and enhancement of specific skills that support effective job performance and career growth along a job/skill path, and*
- b) Training, education and on the job learning opportunities to prepare qualified individuals for leadership and management roles within the College.*

8.3.2 Jitdam Kapeel Programs

a) The Koto Emakroro (Prosperous Wind) Program

The Koto Emakroro (Prosperous Wind) Program is for selected current employees of the College who do not yet possess an Associate degree. The intent of this program will be to facilitate for selected employees the speedy attainment of an Associate degree from the College.

i. Study/Work Opportunity. Employees selected for participation in the Prosperous Wind Program will be allowed full tuition reimbursement for nine (9) credit hours (three courses) each semester. Two courses may be taken during normal working hours. A third course may be taken in lieu of a lunch hour, or in the evening after 5pm. Courses and timing of absences from work to attend classes and study during work hours must be approved at the beginning of each semester by the unit supervisor. Hours used for course work and study will not be used in the calculation of overtime compensation.

ii. Eligibility. In order to be eligible to participate in one of the Prosperous Wind Program, the following conditions must be met:

1. full time employee of the College of the Marshall Islands
2. demonstrated record of excellent academic performance
3. demonstrated history of excellent job performance at the College
4. demonstrated punctuality and good attendance record
5. be recommended by immediate supervisor
6. successful interview with screening committee

b) Ejjo Lien Kojjarin (Inner Strength) Program

The Ejjo Lien Kojjarin (Inner Strength) Program is intended to support selected employees of the College who possess an Associate or higher degree in pursuit of the next higher

degree or professional qualification or certificate. It is anticipated by this policy that the attainment of the next higher degree will be accomplished through a combination of distance learning⁴ and on campus (off island) study, where the distance learning will occur first and provide evidence of will and capacity to successfully achieve the next higher degree. The College reserves the right to revisit this policy at such time as it acquires the technology to support other modes of distance learning and/or develops partnerships with other institutions of higher learning whereby course are offered at the College by such institutions remotely by video or are taught in person on the CMI campus.

i. Categories of Support. College support may consist of any one of the following:

1. Unpaid Educational Leave with Scholarship Support,
2. Unpaid Educational Leave without Scholarship Support, or
3. Scholarship support only.

ii. Eligibility. This Inner Strength Program is for all regular full time employees of the College of the Marshall Islands, in positions funded by the College, who meet the following basic eligibility requirements.

1. Basic Eligibility Test based on the sum of x and y, where x equals the number of years the applicant has been a resident of the Marshall Islands, and y equals the number of years the applicant has been employed at the College. The Total Years Eligibility Test is met if the sum of x and y equals, or exceeds, ten (10) years, provided the years of employment at the College is not less than two (2), and

- A. have a demonstrated history of excellent job performance at the College,
- B. have demonstrated initiative and success with respect to their self-development,
- C. have demonstrated potential for increased responsibilities,
- D. have a career plan which is realistic and achievable within the scope of the mission of the College,
- E. have been recommended by his/her immediate supervisor or Staff or Faculty Senate,
- F. have evidence of admission into the intended program of study from the granting institution,
- G. have demonstrated, if going off island to study, evidence of cultural preparedness, and
- H. have a successful interview with Educational Support Subcommittee.

Total Years Eligibility Test	
Condition	Answer
1. Enter number of years a resident of the Marshall Islands.	
2. Enter number of years employed at the College.	
2a. Is the number entered in 2 is less than two (2)? If “Yes”, then the Total Years Eligibility Test is not met.	Yes <input type="checkbox"/> No <input type="checkbox"/>

⁴ "Distance Learning" is a general term used to cover the broad range of teaching and learning events in which the student is separated (at a distance) from the instructor, or other fellow learners. "Distance Learning on the Net", Glenn Hoyle.

3. Add the numbers entered in 1 and 2 above. If the sum of 1 and 2 is ten (10) or greater the Total Years Eligibility Test is met, provided that the number entered in 2 above is equal or greater than two (2).	
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2. Other Eligibility Considerations. The Educational Support subcommittee may, in developing its recommendation, consider factors such as length of service and previous periods of Educational and/or Sabbatical Leave.

iii. Policy. The College recognizes that its employees represent a valued asset whose career development must be managed to support individual career aspirations and to ensure that the College will have qualified employees, in particular qualified Marshallese employees, to meet its future staffing needs. To meet this goal, the College will support the educational development of qualified employees, subject to operational and staffing needs, availability of funds and budgetary considerations, who meet one or more of the following conditions:

1. the employee does not possess the skills, level of education or type of degree required by the College for his/her position;
2. the employee's skills are obsolete and the employee needs retraining to carry out his/her assigned work;
3. qualified persons cannot be recruited, making it necessary to train employees;
4. the career of an employee with a high potential for advancement within the College will be enhanced by completing the education or training.

iv. Scholarship Support Without Educational Leave. Scholarship funds may be used to support part-time studies while the employee remains on full-time active duty at the College. Scholarship funds may be used, in some cases, to support full-time studies while the employee is working part-time at the College and remaining within the RMI.

v. Educational Leave With Scholarship Support. Educational Leave with Scholarship support may be approved where:

1. the training is College-requested, or
2. the training is employee-requested and the following conditions have all been met:
 - A the training will involve full-time studies while in attendance at another institution of higher learning,
 - B the training is demonstrably linked to the mission of the College,
 - C the training is linked to an approved Professional Development Plan for the employee,
 - D the training is directly related to future job requirements at the College,
 - E application has been made for all appropriate U.S. and RMI or other national government financial aid that is available,

F the applicant has successfully completed at least 50% of the proposed program in evening classes, distance learning, online, or through other, related means, and

G the applicant has received notification of acceptance from the intended institution where studies will be undertaken.

vi. Educational Leave Without Scholarship Support. Educational Leave without Scholarship support may be approved where the studies may be valuable to the College, but the primary benefit will accrue to the employee.

vii. Employee Agreement. Employees are required to sign an agreement stating that they will return to employment with the College after completion of the training for the period of time specified in their employment contract. The time period will vary depending on whether the leave was granted with or without Scholarship support. Employees on Educational Leave are required to maintain good academic standing as defined by the College, and not later than the end of each semester provide evidence of performance and progress to the College's Advisor to employees on Educational Leave. The College reserves the right to terminate the Educational Leave of an employee, subject to a 60 day notice, if he or she fails to:

1. maintain good academic standing and/or
2. provide evidence of regular and substantial progress.

viii. Benefit Entitlements during Educational Leave. During a period of Educational Leave, employees will:

1. retain previously earned seniority, annual leave and sick leave, but no additional leave benefits shall accrue, nor will the employee be eligible for a contract renewal incentive payment.
2. continue to be covered by Marshall Islands Social Security and Health Insurance. Participation in these programs is mandatory for employees of the College. The employee portion of the cost of these benefits will be deducted from the employee's salary on his or her return to full time employment at the College.
3. continue to be covered by Supplemental Health Insurance that is paid for by the College.

ix. Applications. An employee may initiate an application, or he/she may be nominated by his/her supervisor, or by the Staff or Faculty Senate. In every case a Jitdam Kapeel Application must be completed by the employee. Every application for Educational Leave and/or Scholarship support must be approved by the employee's immediate supervisor as well as by the appropriate senior level Administrator. Applications should be submitted to the immediate supervisor no later than March 15 for intended studies to begin in the fall semester of the following academic year or July 15 for intended studies to begin in the spring semester of the following academic year. Employees wishing to apply for an Educational Leave should meet with their supervisor to discuss time frame, feasibility, expected

financial support required, and any other pertinent factors. Before approving an application for Educational Leave, the supervisor should consult with the College's Staff Development and Training Specialist to review the application and explore the options for available subsidies (grants, loans, RMI Scholarship, etc.). Employees applying for Educational Leave must also participate in the development of a plan to see that his or her job duties and responsibilities are accomplished in his or her absence. If an application for Educational Leave is denied, the Committee Chair must state the reasons for denial and other suggestions to improve the application in writing to the employee and the employee's supervisor.

x. Approval. The Educational Support subcommittee will review and evaluate all applications where the basic eligibility requirements have been met. Applications shall be evaluated on the basis of:

1. years of satisfactory employee service at the College;
2. the value to the College of the proposed educational program;
3. the availability of College funds for such purposes, and
4. the relationship of the education/training to the job assignment of the applying employee.

Applications recommended for approval by the Educational Support subcommittee will be forwarded to the Human Resource Director for approval.

xi. Program Funding. Participation in the Program is subject to the availability of funds.

xii. Return to Work on Completion of Educational Leave. On successful completion of a period of educational leave the employee will be assigned to his/her previous position, or to a position of equal grade and step. The determination of placement provision shall be the responsibility of the College President in consultation with relevant department leadership, the Human Resources Director and the employee. When an employee is returned to his/her position after a period of Educational Leave, or to a position of equal grade and step, such position will be deemed not to have been vacant and therefore not subject to the provisions of the Human Resources Policy and Procedure, Chapter Two: Recruitment. Upon completion of the approved period of Educational Leave, the employee will, within thirty (30) days, submit (in writing), to the College's Advisor to employees on Educational Leave, evidence that he/she has completed his/her program.

xii. Return to Work Without Completion of Educational Leave.

1. When Educational Leave has been granted because:
 - A. the employee does not possess the skills, level of education or type of degree required by the College for his or her position; or
 - B. the employee's skills are obsolete and the employee needs retraining to carry out the work, and
 - C. the employee returns to the College without having completed the program for which the Educational Leave had been approved,

the College will seek to find within the College a suitable alternative position for which the employee is qualified. In the event that a suitable position is not available, or if available but not accepted by the employee, the College has no obligation upon completion of his or her contract to provide further employment.

2. When Educational Leave has been granted because:

- A. qualified persons cannot be recruited, making it necessary to train employees, or
- B. the College has identified an employee with a high potential for advancement within the College, whose career will be enhanced by completing the education or training,
- C. and the employee returns to the College without having completed the program for which the Educational Leave had been approved, the employee will be assigned to his/her previous position, or to a position of equal grade and step.

xiv. Termination of Employment or Termination of Educational Leave prior to Program Completion. The following events shall nullify any obligation of the College for Scholarship assistance and will result in a requirement for repayment by the employee of any Scholarship assistance paid to the employee by the College prior to such event:

1. termination of employment by the employee, or
2. termination of employment by the College for cause, or
3. failure of the employee to complete the educational program for which Educational Leave had been approved.

d) Boot Strap Education Opportunities

The College will continue to offer courses, focusing on educational courses that have been identified in the Jitram Kapeel Survey as important to the professional development of Marshallese employees.

c) Manager in Training Program

The Manager in Training (MiT) Program is a program whereby the College will create an “Assistant to the Head of Function” position. The exclusive purpose of such a position is to prepare and transition a qualified Marshallese person into the head of function position. The length of time required for a successful transition to head of function may vary based on individual circumstances, but it is generally anticipated that the transition will require a minimum of two years.

i. Eligibility. Candidates for the MiT program and position must meet the following essential qualifications in order to be considered for selection:

1. Previously accepted into one of the Jitdam Kapeel Programs,
2. Meet the Total Years Eligibility Test described in paragraph 4.3 (a) (1) above,

3. Have attained an Associate degree or a Bachelor's degree; preferably a Master's Degree,

4. Have demonstrated through Jitdam Kapeel Program participation the ability to employ the following characteristics of a successful manager /administrator/leader:

- Enthusiasm
- Integrity
- Self-confidence and self-reliance
- Persistence and determination in challenging situations
- Positive mental attitude
- Willingness to change and consider new opportunities
- Creativity in searching for new solutions
- Personal charisma
- Empathy towards others
- Faithfulness, mercifulness and fairness

d. Jitdam Kapeel Program Mentor/Advisors

i) Mentor/Advisor Role. Throughout the duration of their assignment, Program participants will have access to individuals who have expressed an interest in advising and mentoring. As such, these advisor/mentors have a specific role:

1. As communicators, they create an environment for open interaction.
2. As counselors, they work with Program participants to identify and understand career-related skills, interests and values.
3. As coaches, mentors recommend specific behaviors in which Program participants need improvement and they clarify and communicate organizational goals and objectives.
4. As advisors, recommend training and development opportunities from which Program participants could benefit and appropriate strategies for career direction.
5. As resource persons, mentors expand the Program participants' network of professional contacts.
6. As advocates, mentors may intervene on the Program participant's behalf, representing the Program participants concerns to higher levels for resolution on specific issues.

e. Definitions

“College” means the College of the Marshall Islands

“Educational Leave” means a leave of absence without pay to be enrolled in an educational institution on a full time basis, other than the College, for a formal course of study leading to a recognized certificate, diploma, degree, or professional qualification. Duration of Educational Leave is linked to the certificate, diploma, degree, or professional qualification sought by the Employee. The following guidelines will be used to determine the length of leave that may be granted.

Degree Sought	Maximum Length of Leave
Bachelors	Two Years
Masters	Two Years
PhD	Three Years

Educational Leave may be with or without Scholarship support. Educational Leave is by definition unpaid and may not overlap with Annual Leave or Administrative Leave or Sabbatical Leave. Educational Leave does not include the use of College property.

“Regular and substantial progress” means as follows:

- i. For undergraduate education “regular and substantial progress” means 12 or more hours per semester with a cumulative GPA of “C”, or better.
- ii. For graduate education “regular and substantial progress” means 9 or more hours per semester with a cumulative GPA of “B”, or better.
- iii. For a certificate or other professional qualification “regular and substantial progress” will be determined the Education Support Subcommittee on a case by case basis.

“Scholarship” means the financial assistance provided by the College to an employee to pursue his/her education and may include support up to the full cost of attendance as defined by U.S. Federal financial aid regulations, less financial aid received, and the cost of the employee’s mandatory off-island travel associated with a period of Educational Leave.

Items of cost which may be covered include:

- Tuition
- Books
- Fees
- Daily Stipend
- Housing
- Utilities
- Travel, including per diem and airport transfers

Scholarships may be awarded for a period from one semester to three academic years. The College is not obligated to fund any such proposals partially or fully. The institution where the employee has requested scholarship support to attend, and the intended program of education, must be accredited and approved by the College. In addition, the employee must provide proof of acceptance from such institution. All applicants for a Scholarship must apply for all appropriate U.S. and RMI or other national government financial aid available.

f Financial Support

a) Modes of Financial Support.

Subject to the availability of funds, financial support for individuals selected for participation in a Jitdam Kapeel Program may include any or all of the following modes:

- i. Scholarship(s) to offset the cost of enrolment and living expenses at another institution of higher learning
- ii. Tuition reimbursement
- iii. Time off from work to attend classes or to do approved coursework
- iv. Salary and benefits paid as a part of a work study program

b) Duration of Financial Support.

Financial support for a single program may be awarded for a period from one semester to three academic years. Individuals selected to participate in one of the Jitdam Kapeel Programs may subsequently qualify for another Jitdam Kapeel Program and a further period of financial support. Scholarship recipients must apply for all appropriate U.S. and RMI or other national government financial aid available and must provide proof of acceptance from the institution that they intend to attend.

8.3.3 Majol Mokta - A new Jitdam Kapeel Program (Faculty Fast Track)

1. Purpose

A strategic goal of the college is to increase the numbers of Marshallese faculty. The purpose of the Majol Mokta Program is to identify, recruit and then develop RMI nationals who are motivated to become college instructional faculty.

2. Background

The Majol Mokta Program is a new Jitdam Kapeel initiative and is subject to the established, relevant Jitdam Kapeel policy provisions, standards and procedures.

3. Participation

Every year, until the goal of a predominantly Marshallese faculty is achieved, individuals will be selected for participation in the Majol Mokta Program. Individuals selected for the program will be supported for study leading to a master's degree in a discipline that will qualify them to be instructors at the college. Subject to funding availability, the program may start with five to seven individuals selected per year until there are twenty five people in the Program. Thereafter, the number of individuals selected per year and total program participation is expected to diminish incrementally as Marshallese faculty grow in number.

4. Minimum Qualifications

In order to be considered for the Majol Mokta Program, an applicant must meet the following minimum qualifications:

- Preference shall be given to citizens of the Republic⁵.
- Must have Bachelors' degree or in their final year of a Bachelor's degree program.
- Demonstrated knowledge of college level English speaking and writing

5. Recruitment, Interview and Selection

5.1 Recruitment

Majol Mokta applicants will be sought in the RMI, Micronesia and in the USA. Advertisements intended to attract qualified applicants will be placed in local RMI media, media and church and community centers in Hawaii, Arkansas, Oklahoma and other locations where there are significant Marshallese communities.

⁵ College of the Marshall Islands Act 1992 [14 MIRC Ch 2]

5.2 Applicant Review

A Majol Mokta Program Committee made up of the following members will review applications and select applicants for interview.

- Dean, Academic Affairs (Chair of the Committee)
- Chair, Liberal Arts Department (or designated faculty representative from the department)
- Chair, Dev Ed Department (or designated faculty representative from the department)
- Chair, STEM Department (or designated faculty representative from the department)
- Director, FABS
- Director, Human Resources

5.3 Interview and Selection

The Majol Mokta Program Committee will interview and recommend applicants to the College president for selection. Selected applicants will be deemed to be employees of the College, on leave without pay for education.

Only those applicants for whom funding has been clearly established, documented and certified by the College's CFO will be recommended to the President for selection and approval.

5.3.1 Selection Criteria. In addition to the above minimum qualifications, the following characteristics will be used as criteria for selection:

- Demonstrated enthusiasm for teaching
- Satisfactory essay written in camera
- Residential experience in the Marshall Islands
- A GPA that meets the enrolment requirement into the relevant Master program.
- Desire to serve the RMI and its youth
- Integrity
- Self-confidence and self-reliance
- Persistence and determination in challenging situations
- Positive mental attitude
- Willingness to change and consider new opportunities
- Creativity in searching for new solutions
- Personal charisma
- Empathy towards others

6. Program of Study

Selected candidates will be assisted in enrolling in an approved master's program so that he/she can pursue a course of study leading ultimately to a master's degree that is relevant to the mission of the college and that will enable the candidate, on graduation from a master's program, to immediately fill a faculty instructor position. As the majority of faculty positions at the college are in Developmental Education, it is anticipated that the majority of Majol Mokta candidates will be in a program of study that will enable them to be placed in a Developmental Education instructor position.

7. Employment Status

Selected candidates will be considered full time employees of the college on education leave. Depending on the current degree of the selected candidate, candidates will be given the title/position of Teaching Assistant or Graduate Assistant. Candidates will be required to be in Majuro in the summer to work as a faculty Teaching or Graduate Assistants unless attending approved summer session classes.

7.1 Majol Mokta Employee Agreement

Majol Mokta employees will be required to sign an employment agreement stating that they will return to the college after completion of the master's program and remain in the employment of the college for a period of time that will enable the college to recover its investment in the employee. It is anticipated that graduates of the Majol Mokta program will serve as a faculty employee of the college for a period of time **at least double the time** given by the College to attain the Master's degree. The Dean, Academic Affairs may recommend to the President for approval an alternative term of commitment based on individual facts and circumstances.

Each Majol Mokta employee is required to:

- Send his/her program sheet and catalog to his/her faculty mentor for approval, and
- At the end of each semester send his/her grade report to his/her assigned mentor in order to demonstrate evidence of satisfactory academic performance and progress and good academic standing with a minimum requirement of 3.0.

The College reserves the right to terminate the employment of the Majol Mokta employee, subject to a 60 day notice, if he or she fails to:

- take the course of study/classes recommended by the faculty advisor
- maintain satisfactory academic standing and/or
- provide evidence of regular and substantial progress.

8. Other Employment

While in the program, a Majol Mokta employee may enter into other employment, subject to the approval of the faculty advisor.

9. Program Funding

Individuals selected and approved by the President for participation in the Majol Mokta Program are obliged to apply for scholarships and grants that are available at the institution where he/she is pursuing the degree. All costs over and above scholarships and grants related to the pursuit of the degree will be covered primarily by the RMI government and/or the RMI Scholarship Board. The College may supplement funding, subject to the availability of funds, from the College's Jitdam Kapeel budget.

10. Program Entitlements

- Travel – Majol Mokta participant air travel will be provided from point of hire to the city/country in which the master’s degree will be pursued. Travel to Majuro (and return) will be provided so that the Majol Mokta participant can work as a Teaching/Graduate Assistant during the college’s summer term(s).
- Tuition - paid
- Books – paid
- Housing – a housing allowance will be provided. The amount of the allowance will be based on the average cost of housing in the community surrounding the college where the Majol Mokta participant is studying. When the Majol Mokta participant is in Majuro, housing may be provided in a college housing facility such as the dorm or Arrak trailer subject to availability
- Stipend/Salary – a stipend will be paid based on the cost of living in the community surrounding the college where the Majol Mokta participant is studying. When the Majol Mokta participant is in Majuro working as a Teaching/Graduate Assistant he/she will receive a salary that is a percentage of \$600, which is the lowest overload rate, namely:
 - Teaching Assistant – 50%
 - Graduate Assistant – 75%
- Benefits – Majol Mokta participant will receive the same benefit package afforded full time faculty employees.
- Local Transportation - cost for travel student’s projects around the community where they are studying – clinic, outreach, agencies, etc, will be reimbursed.
- Computer and related equipment – the college will provide a laptop computer and reimburse the reasonable cost of a printer, and internet access

Majol Mokta participant are also obliged to apply for scholarships and grants that are available at the institution where he/she is pursuing the master’s degree.

11. Integrating Majol Mokta Graduates into the Faculty Workforce

It will be the responsibility of the Dean, Academic Affairs to provide overall management of the education and experience development of participants in the Majol Mokta Program. Individual circumstances, such as prior degrees and previous life and teaching experience, will be considered by the Dean in managing and directing the education and experience opportunities for participants. In general, it is anticipated that participants will come to Majuro during the summers prior to master’s degree attainment where they will do practicums under the guidance of seasoned college faculty. On attainment of the master’s degree the participant will come to Majuro where they will enter into full time employment with the college and be assigned by the Dean to a department where (again based on individual circumstances) the participant will gain experience through practicums and/or internships under the guidance of seasoned college faculty.

12. Faculty to Serve as Advisor to Participants

The Dean will also appoint current faculty to serve as advisor to a participant to encourage, mentor, coach and generally support the participant throughout the period of their education and on the job training leading up to their appointment as full time faculty.

Role of the advisor:

1. As communicators, they create an environment for open interaction.

2. As counselors, they work together with Majol Mokta participants to identify and understand career-related skills, interests and values.
3. As coaches, mentors recommend specific behaviors in which Majol Mokta participants need improvement and they clarify and communicate organizational goals and objectives.
4. As advisors, they recommend training and development opportunities from which Majol Mokta participants could benefit and appropriate strategies for career direction.
5. As resource persons, mentors expand the Majol Mokta participant's network of professional contacts.
6. As advocates, mentors may intervene on the Majol Mokta participant's behalf, representing the Majol Mokta participant's concerns to higher levels for resolution on specific issues.

13. Succession Planning/Initial Placement in the Faculty

Positions earmarked for Majol Mokta participants will be:

- High demand/high turnover positions, such as Developmental Education positions;
- Positions in which a current faculty member is approaching retirement age, or
- Positions where the incumbent has indicated an intention not to renew employment with the college.

8.3.4 Employee obligation

Full-time studies

Upon return to work after the successful completion of their study, the employee is obliged to work at CMI for the period equivalent to a minimum of three times the period granted for their study.

Part-time Studies

After the successful completion of their studies, the employee is required to work for a minimum period of three (3) years or for a period equivalent to the financial assistance paid towards their studies in respect of annual salary, whichever is higher e.g. Employee's salary is \$20,000 per annum and financial assistance paid towards their studies is \$100,000, then this is equivalent to an obligated service period 5years after the completion of their studies.

Like all employees, a renewal of contract for an employee serving such an obligation is subject to a successful performance evaluation.

8.3.5 Penalties

An employee who resigns before completing their service obligation under this policy will be required to pay back to the College financial assistance given towards their studies.

8.4 Staff Development Leave

8.4.1 In-Service Staff Development. When approved by the supervisor, Employees may be granted time off from their regular duties to attend College or in-house development programs or classes.

8.5 Sabbatical Leave

8.5.1 Purpose

The purpose of the College's Sabbatical Leave is to offer eligible employees the opportunity to secure additional education, training, or experience which will:

- a. make him/her better prepared for carrying out his/her college responsibilities,*
- b. support the professional development of such eligible employees, the development needs of his/her department, and the planned priorities of the College mission.*

Sabbatical Leave is intended to benefit the employees, the students, and the College as a whole. All eligible employees are encouraged to make full use of their Sabbatical Leave as a means of preparing for improved service in the future.

8.5.2. Eligibility

Sabbatical Leave may be granted to full-time Faculty⁶ and Administrator⁷ staff provided such Employee:

- a. is not currently on probation,
- b. is in possession of the minimum educational qualifications of their current position,
- c. is currently in a full time, permanent position
- d. has accrued the full time equivalent of six (6) or more continuous years of service at the College,
- e. has not had a previous Sabbatical Leave or Educational Leave within the past six (6) years of continuous full time service at the College, and
- f. has demonstrated that the proposed purpose of the Sabbatical Leave is consistent with the approved Professional Development Plan in the employee's most recent performance evaluation.

8.5.3. Duration and Benefits

Sabbatical Leave may be granted for a period of six (6) months or for a period of twelve (12) months.

- a. Employees choosing a six month long sabbatical will receive full pay for the duration of the Sabbatical Leave.
- b. Employees choosing a twelve month long sabbatical will receive half pay for the duration of the Sabbatical Leave.

An employee granted sabbatical leave shall continue to receive all College benefits. Each month spent on sabbatical leave is considered regular service for advancement on the salary schedule.

8.5.4. Application Process

A Sabbatical Leave Application and Plan must be submitted at least one year in advance, through the department supervisor to the Human Resources Committee. The Application and Plan must have the approval of the appropriate Dean and appropriate Vice President. The Human Resources Committee will review Applications and Plans for Sabbatical Leave and make recommendations to the President for final approval.

⁶ Faculty means Employees of the College who are appointed to positions that are responsible for and whose performance evaluations are primarily based on teaching, research and public service goals and objectives of the College.

⁷ Administrator means the President of the College and the Employees who report to the President who are responsible for planning, organizing, directing, controlling and evaluating the activities of a major segment of the College. Administrative titles include President and, Vice Presidents..

8.5.5. Approval

The Human Resources Committee will review and evaluate all applications on the basis of :

- a. years of satisfactory employee service at the College;
- b. the value to the College of the proposed sabbatical plan;
- c. the availability of College funds for such purposes, and
- d. the relationship of the proposed sabbatical plan to the job assignment of the applying employee.

Employees selected for Sabbatical Leave are expected to help in planning how his/her workload will be covered during the period of absence on leave, and must sign an employment contract extension of a length equivalent to the proposed duration of the Sabbatical Leave plus two years.

8.5.6. Obligations on Completion

On completion of the Sabbatical Leave a report of the experience and/or accomplishments shall be submitted within four weeks to the Employee's supervisor. Within six weeks of his or her return from Sabbatical Leave the employee will give a public presentation to the College community demonstrating the benefit of the Sabbatical for employees, the students, and the College as a whole. An employee granted Sabbatical Leave agrees to return to College for a minimum of two (2) contract years after completion of the Sabbatical Leave. An employee failing to meet this obligation shall reimburse the College for all costs the College incurred (pay and benefits) on the employee's behalf during the Sabbatical Leave of absence.

8.5.7 Employee Termination

Termination of employment by the employee, or by the employer for cause, will nullify any obligation for assistance and will result in a requirement for repayment by the employee of any financial assistance received.

8.6 Tuition Waiver for Employees

8.6.1 Policy

The College offers full tuition waiver to all its permanent full-time employees, up to six (6) credit hours each semester. Courses that are audited are not eligible under this policy except for Marshallese Studies Program courses. Waiver for Marshallese Studies Program courses that are audited will be up to six credit hours of courses.

8.6.2 Criteria for Approval of Tuition Waiver

- ii. The employee must meet the College's standard admissions criteria.
- iii. The Employee must have applied for Pell, RMI Scholarship and any other available financial aid for which he or she may be eligible, and must report any financial aid received. To determine the amount to be waived, the College will deduct the amount of financial aid received from the amount of tuition due.
- iv. The Employee's supervisor must give prior approval for any course(s) for which the Employee receives tuition waiver.
- v. The Employee may take only one course each semester during normal working hours.
- vi. The Employee is subject to all the College's academic and student rules and regulations. Employees who do not attain a grade of C or better in the course for

which tuition has been waived forfeit their eligibility for tuition waivers and will be charged through payroll deduction the full cost of the course(s) tuition.

- vii. Applications must be submitted in accordance with stated deadlines.

Chapter Nine: Cessation of Employment

9.1 Voluntary Cessation of the Employment Contract (Resignation)

9.1.1 Technical and Support Staff Employees. To separate in good standing, Technical and Support Staff Employees must give a minimum of thirty (30) days of notice of resignation. The Employee's supervisor can recommend to waive the notice period if necessary.

9.1.2 Management and Professional Employees. To separate in good standing, Management and Professional Employees must give a minimum of sixty (60) days of notice of resignation. The supervisor can recommend to waive the notice period if necessary.

9.1.3 Faculty. To separate in good standing, a full-time member of Faculty must give a minimum of ninety (90) days' notice of resignation no later than March 1st in the Spring Semester or October 1st of the Fall semester of that academic year. The notice of resignation must be submitted to the Dean through the Department Chair. The supervisor may recommend to waive the notice period, if necessary.

9.1.4 Administrator. To separate in good standing, an Administrator must give a minimum of ninety days' notice to the President.

9.1.5 Sufficient Notice. Employees who give insufficient notice may not be eligible for repatriation benefits and for re-employment. A notice of resignation must be confirmed in writing, by the Employee and a copy immediately forwarded to the Human Resources Director. It should include the last day of work, the effective date of the resignation and the reason for resignation. The President or Human Resources Director will accept the resignation in writing and provide details/conditions for release from the Employees' contract. Only the President can approve waive of the notice period.

9.1.6 Withdrawal of a Resignation. Withdrawal of a resignation may be permitted provided the Employee provides notice in writing, prior to the effective date, and if the President agrees to the proposed withdrawal.

9.1.7 Exit Interview. The Human Resources Director shall conduct an exit interview with Employees departing the College prior to the expiration of their contracts to determine the cause or causes of the departure.

9.2 Involuntary Cessation of the Employment Contract

9.2.1 Contract Not Yet Expired. In order to preserve institutional integrity, the employment of an Employee whose term contract has not yet expired may be prematurely ended at any time for the following reasons:

a. Cessation Without Cause/Reduction in Force. The employment of an Employee may be prematurely ended for financial exigency, curricular exigency (which includes but is not limited to reorganization of the administrative structure as may eliminate the department or discipline of the affected employee), or medical circumstances.

1. Cessation of Employment Contract for Medical Reasons

An Employee shall be terminated for medical reasons when evidence of their incapacity to perform the position duties are substantiated by a duly authorized physician.

2. Notice

Employees terminated because of a financial exigency, curricular exigency, reorganization or medical reasons will be given written notice as far in advance as possible, but no less than one (1) month. If these individuals are rehired by the College within six (6) months following termination, they will retain all benefits eligibility from last prior service. Employment date remains the same as it was prior to termination. Each employee is expected to work until the effective date of the termination, unless an exception has been approved by the Human Resources Director and the President. The College reserves the right to end appointments on shorter notice in circumstances of financial exigency.

b. Cessation With Cause . “Cause” is defined as:

1. Moral turpitude;
2. Incompetence;
3. Insubordination;
4. Improper or illegal conduct as defined in the Human Resource Policy and Procedure Handbook or law;
5. Neglect of duties or unsatisfactory performance;
6. Violation of any term or condition of this Contract;
7. Violation of any term, condition, custom or practice of the College;
8. Action that subjects the College to possible or actual liability;
9. Medical incapacity; or
10. Death.

As set forth above in Chapter 4, the employment of any employee of the College may be prematurely ended by the College with immediate effect and without further compensation for “Cause” as defined in this Handbook. Employees dismissed with Cause will be provided with the notice and due process procedures set forth above in Chapter 4 of this Handbook.

9.2.2 Cessation/Non-Renewal at the Expiration of Contract. An employee whose contract is not renewed must be notified in writing at least sixty (60) days prior to the end date of the contract or as specified in their contract.

9.3 Clearance on Separation from the College

When an employee separates from the College, he or she must turn in all College property before receiving his or her final paycheck. Any balance owed the College will be deducted from the final paycheck.

9.4 Abandonment of Position

9.4.1 Purpose

This policy provides assurance that the business of the College shall continue without undue interruption and allows limited yet reasonable unreported absence in the event of personal emergency.

9.4.2 Definitions

An employee shall have abandoned his/her job when the employee has failed to call in and directly notify the supervisor of the reason for absence from work for one work week. Job abandonment will also occur when an employee fails to return to work or directly notify the supervisor of the reason for absence within one work week after any approved leave of absence or disciplinary suspension.

9.4.3 Procedures

When an employee has abandoned his/her job, that employee shall be immediately terminated from college employment. Such termination shall be a voluntary resignation and shall not be subject to the grievance policy and procedure. Subsequent to termination and on receipt of new information within thirty days of the date of termination, a review of the facts and circumstances by the Human Resources Director may result in a recommendation to the President to reinstate the Employee.

9.5 Termination Date

Termination date is the last day of work exclusive of days of vacation to be paid. Each employee is expected to work until the effective date of the termination, unless an exception has been approved by the Human Resources Director and the President.

9.6 Records Retention

Upon termination of an Employee, all relevant Human Resources forms and records are to be sent to the Human Resources Office for retention.

9.7 Severance Policy

9.7.1 Purpose.

To provide specific circumstances under which severance may be offered, recognizing that severance is not an entitlement.

9.7.2 Parameters and Limitations.

- a. Acknowledging that it is sometimes desirable for parties to end an employment relationship and facilitate an orderly termination process, the College may provide for severance payment, contingent upon a release of claims.
- b. No severance agreement with a payout amount greater than that stipulated will be valid or authorized unless approved by the Board of Regents:
 - i. one/twelfth (1/12) of the current annual salary of the departing employee for a continuous service period of less than 10 years; or
 - ii. two/twelfths (2/12) of the current annual salary of the departing employee for every 10 years of continuous service.
- c. In no case will a severance be approved if the employment relationship is terminated for cause.
- d. Only the President may approve severance

Chapter Ten: Miscellaneous

10.1 Human Resources Records and Confidentiality

10.1.1 Records Maintenance

The official personnel records of all Employees of the College will be kept by the College Human Resources Office. It is the responsibility of the Human Resources Office to assure the security and privacy of these records. For purposes of this policy, a personnel file includes records related to performance and training as well as other records used for hiring, promotion and disciplinary decisions. It will not include any medical records.

10.1.2 Access

An Employee, or his/her representative, may request access to his/her personnel file. All requests for access to the personnel file must be provided in writing to the Director, Human Resources. Upon receipt of such a written request, Human Resources will schedule an appointment for the Employee to view his/her file during normal office hours. An Employee may not remove any documents from the personnel file but may provide a written response to any document in the personnel file. Written responses of the Employee will be attached to the original document in the personnel file. An Employee may also request to receive a copy of one or more documents in his/her personnel file. Requests for copies must also be made in writing to the Director, Human Resources. Employees may be charged a reasonable fee for the time and cost of copying the requested documents. A log shall be maintained in each Employee personnel file to keep record of the date and the identity of the Employee or authorized Administrator accessing the file as well as a record of documents copied at the request of the Employee.

10.1.3 Confidentiality of Information. All material in an Employee's files will remain confidential and will not be disclosed except to authorized College Administrators. Written, specific permission must be granted by the Employee for disclosure of Employee information to any other individuals or organizations.

10.2 Employee Organizations and Committees

10.2.1 Employee Organizations

The College recognizes the right of its Employees to join or not to join Employee organizations.

10.2.2 Administrative Decisions Unaffected

Administrative actions or decisions affecting an individual Employee will be made without regard to an Employee's membership or non-membership in such organizations.

10.2.3 Employee Recommendations

College Staff and Faculty are free to form their own organizations and are invited to make recommendations to the College with respect to academic, professional and other matters of general concern to all Employees.

10.3 Outside Employment

All employees may pursue outside employment subject to the provisions and limitations stated in this policy.

10.3.1 Policy

1.1 Employees are free to pursue outside employment only if such employment does not:

- a) Conflict with the duties and responsibilities of their position at the College;*
- b) Conflict with their duly scheduled hours;*
- c) Damage the image of the College or its employees;*
- d) Conflict with the relevant local or national law.*
- e) Use college time, resources or name to perform non-college work.*
- f) Classify as a 'consultancy' under the Consultancy policy.*

1.2 Upon receiving the staff member's request for outside employment, the supervisor will assess and determine if it is in compliance with the conditions stated above.

1.3 Employees whose work declines because of outside employment or activities will be required to discontinue the outside employment immediately.

10.3.2 Scope

All employees of CMI are covered in this policy.

10.3.3 Definitions

'Scheduled hours'- 40hour work week for non-faculty with the exception of Security staff whose workweek is 60hours.

10.3.4 Authority

Employees who wish to engage in outside employment must seek prior approval from their respective supervisor and line Administrator. Failure to seek prior approval may result in a disciplinary action against the staff member.

10.4 General Vehicle Use Policy

10.4.1 General.

All College Employees must fill out a Vehicle Permit request form in order to operate a College vehicle. The Permit must contain the name of the requesting Employee, a brief description of the reasons for the need to use the vehicle, the date and time of use, and must be certified by the department head, the Director of Safety and Security, and the President for after hours and weekend requests.

10.4.2 RMI Driver's License Required

All College Employees must possess a valid RMI government driver's license in order to operate a College vehicle.

10.4.3 After Hours Use of a College Vehicle

Employees who need the use of a College vehicle after hours (between 5 pm and 8 am the following day or on weekends) must fill out a Vehicle Permit in advance. The vehicle must be used solely for the purpose for which it has been requested as indicated in the Permit submitted by the department and operated only by the officer that the permit has been assigned to.

10.4.4 Vehicles assigned for Personal Use

- i. **Presidential Vehicle.** The President is entitled to the 24hour use of the Presidential vehicle. No family members of the President, or of his or her spouse shall be permitted to operate such vehicle.
- ii. **Vice-President(s) Vehicle**
Vice-President(s) is entitled to the 24hour use of a College-assigned vehicle. No family members of the Vice-President, or his or her spouse shall be permitted to operate such vehicle.

10.4.5 Accidents or Damage. In cases of vehicle accidents or other damage to College vehicles, a thorough investigation by the Director of the Physical Plant and the RMI police (if necessary) will be conducted. If the Employee is found to be at fault, arrangements must be made for the Employee to pay for all necessary repairs. If an Employee is found to have been operating a College vehicle while under the influence of alcohol or any illegal substance, their driving privileges may be revoked completely.

10.4.6 Land Grant Vehicle Use. Pursuant to the COM-CMI Memorandum of Understanding, the College policies on the use of vehicles is expected to be applicable to Land Grant vehicles also. The Dean, Land Grant is responsible to ensure that vehicles are used for program-related purposes only. No Land Grant vehicle should be used for personal reasons or errands.

10.5 Security Precautions

In general, the College is a safe area in which to live and work.

10.5.1 Security Precautions

Because of the open nature of the campus, however, there are precautions that Employees should follow for their own well-being:

- a) Avoid walking alone at night.
- b) Walk where there is plenty of light and traffic.
- c) Avoid shortcuts through unoccupied buildings and unlighted areas.
- d) Use the public walkways.
- e) Be alert.
- f) Lock offices when left unattended.
- g) During non-business hours, keep office doors closed and locked.
- h) Never leave wallets, purses, or other valuables unattended.
- i) Report thefts to the appropriate security office or police immediately.
- j) Lock up keys that are left behind in your work area.
- k) Remove building identification tags from key rings.
- l) Report suspicious persons immediately to campus security.

10.5.2 Safety Measures

Safe working conditions are important throughout the College. If Employees observe any unsafe conditions, you should report them to the Physical Plant Division immediately. Examples of unsafe conditions include, but are not limited to, slippery floors, hazardous equipment, defective or broken equipment or property, careless handling of combustibles, exposed wiring, and cluttered hallways, stairs, exits, and entrances.

10.5.3 Fire Safety

Cigarettes or other litter in trash receptacles are common causes of fires. Other causes include improperly used electrical equipment, flammable liquids left uncovered and unattended, accumulated oily rags in closed containers, and poor wiring or defective electrical devices.

- a. Power Outage In the case of an electricity power outage, Employees are encouraged to turn off and unplug all their electrical equipment including, but not limited to, computers, printers, fax machines, water coolers, photocopiers, and lights.

10.6 Infectious Disease

10.6.1 General

In the event an Employee contracts an infectious disease (a disease which is caused by an infection and is capable of being transmitted from one person to another), it is the intent of the College to strike a balance between the right of the Employee to continued employment and the right of all other College Employees and students to be free from risk of exposure to the infectious disease. Infectious diseases shall include but are not limited to, hepatitis A and B, AIDS, AIDS virus, tuberculosis, German measles (Rubella) and chicken pox.

10.6.2 Physician's Statement Of Health

Due to the potential spread of infectious disease, the College administration may require a physician's statement of health be submitted once the College administration learns that an Employee has contracted an infectious disease. Each reported incident of infectious disease shall be reviewed on a case-by-case basis and the College shall determine if an Employee diagnosed with an infectious disease will be allowed to continue working. Such determination shall be made by the College administration after consultation with the Employee's physician and/or a physician designated by the College if the College so chooses to seek the advice of a doctor of its own choosing, and such other persons or resources, including the public health department, as the College may deem necessary in making the determination. In reviewing each case, those parties involved shall consider the physical condition of the Employee, the type of interaction the Employee will have with others at the College, and the impact on the Employee and others at the College.

10.6.3 Non-Contact Duties

Pending such determination, if the Employee is certified as able to work, the Employee may at the option of the College be assigned to perform duties not involving contact with students, community members, or other Employees. The Employee may at the option of the College be granted leave time with or without pay during this period. The College will notify the Employee of its determination as soon as possible to minimize the time period in which an infected Employee is excluded from his/her regular duties should it be determined that the Employee poses no significant risk of harm to others in the College setting. If the Employee is allowed to continue work, the College shall make reasonable efforts to accommodate the infected Employee's condition including reassignment when appropriate.

10.6.4 When Employee Cannot Work Because of Infectious Disease

An Employee diagnosed with an infectious disease who cannot perform his/her job duties may have the option to use sick leave, annual leave or other approved leave time and shall be required to provide the Human Resources Office with a written release from the treating physician before being eligible to return to work.

10.6.5 Confidentiality

The identity of an infected Employee or of an Employee reasonably suspected of being an infected Employee shall be disclosed only to those individuals who have a need to know. Employees informed of the identity of an infected Employee shall not disclose such information to others except as authorized by this policy or as required by law. Employees who disclose such information, in violation of this policy, are subject to disciplinary action.

10.6.6 Termination. In the event the College administration finds that the employment of an Employee who has an infectious disease must be discontinued, such termination shall be handled according to the CMI policies governing termination, suspension, demotion and termination for cause.

10.7 E-mail, Internet and Telephone Use

10.7.1 Telephones and Email. The College recognizes that a limited number of personal local phone calls and/or emails made during working hours to be a benefit for Employees; however, such calls and emails should be kept to a minimum. This applies to all **Employees**.

10.7.2 Personal Long Distance Calls. No personal long distance phone calls may be made from College telephones. Accepting personal collect calls and charging personal long distance phone calls to the College is prohibited.

10.7.3 Other Inappropriate Use. College telephones and email addresses are for business use; inappropriate use or distribution of these numbers or email addresses is prohibited. Examples of such inappropriate use or distribution include, but are not limited to, using a College phone number or email address as the number or email for a personal business and entering College phone numbers or email addresses on the Internet for personal reasons. Inappropriate use or abuse of College phone, e-mail, or internet services may result restrictions of service, suspension of service, denial to services, and/or College disciplinary proceedings.

10.7.4 Internet. The use of the Internet for CMI business purposes (including research and course development etc.) is a necessary benefit for employees. Personal use of the Internet should be kept to a minimum. Inappropriate use of the Internet is prohibited. Examples of such inappropriate use includes, but is not limited to, online shopping, viewing sexually explicit sites, or visiting other personal social media sites. Further policy and guidelines can be referred to IT Policy and Procedure 640.1.

10.8 Copyright

10.8.1 General. All Employees of the College are expected to respect the copyright associated with intellectual property which, except under specified circumstances, prohibits the duplication, public display, or performance of such property without permission of the owner of that copyright. Intellectual property includes visual images, software, and other creative expressions, whether fixed electronically or in "hard copy." The copyright guideline is a particularly important part of the legal framework governing an academic community.

- d. Compliance. College Employees are required to comply with all copyright guidelines and College policies and procedures governing the use of software products. Unauthorized copying use or disposal of software shall be considered as a violation of College policy. Procedures to manage the use of the College's software resources shall be maintained by the Information Technology Department.*

10.9 Use of College Equipment and Supplies

College property is intended for College business only and is not for personal use. The use of College funds to purchase personal or other items not related to College business is prohibited.

10.10 Kijejeto in Jerbal/Employee of the Month Award Program

10.10.1 Purpose of the Award

- a. To recognize outstanding full-time Technical/Professional and Support Staff Employees of the College of the Marshall Islands who embody the College's standards for excellence and innovation.

- b. To reward those employees who show exemplary individual achievement, contribution, and performance in their jobs and other related duties beyond their own offices.
- c. To acknowledge those whose efforts have inspired and supported the performance and achievement of others.
- d. To provide awards to such employees by a means that is fair, with equal consideration of all eligible staff, regardless of the locus or level of responsibility within the College.
- e. To provide monthly recognition of a College Professional, Technical or Support staff member who demonstrates:
 - i. a positive attitude toward work responsibilities, co-workers, and customers, and serves as a role model for others;
 - ii. commitment to quality in carrying out job responsibilities, and is an asset to the College community;
 - iii. a willingness to exercise servant-leadership, take initiative, and accept and carry out additional responsibilities beyond regular job assignments for the good of the campus community as a whole.

10.10.2 Name of the Award

The name of the award shall be the Kijejeto in Jerbal Award

10.10.3 Nomination and Selection Process

- a. A Committee of the Staff Senate shall have the responsibility for managing the nomination, selection, and award process for the Kijejeto in Jerbal Award program.
- b. Staff Senate President shall make the initial appointment of the necessary number of committee members at the start of the academic year, with the advice and consent of the Staff Senate. The President shall annually make subsequent appointments to the committee in accordance with the staff Senate By-laws
- c. Composition of the Kijejeto in Jerbal Award committee shall be two (2) members of Staff Senate and three (3) members of the general employee population. Members of the committee shall serve for one year and are not eligible to receive the award during their year of service.
- d. One (1) employee per month shall be selected for a single award each month.
- e. A candidate for the award must be an individual, not a department, division or other functional unit or group of people.
- f. Nominations may be made by anyone with an active affiliation with the College community (i.e., staff, faculty, administrator, student, alumni).
- g. A candidate for the award must meet the following criteria:
 - i. Nominee must be a full-time, Professional/Technical or Support Staff employee of the College
 - ii. Must have been employed for at least one (1) year
 - iii. Can be employed at any of the College's physical locations
 - iv. Has not been selected as Kijejeto in Jerbal Award/Employee of the Month within the past twelve (12) months
 - v. Must not have any active disciplinary action pending
 - vi. Has a positive attitude toward work responsibilities, co-workers, and customers, and serves as a role model for others
 - vii. Is productive, exhibits commitment to quality in carrying out job responsibilities, and is an asset to the staff of his/her department

- viii. Is willing to take initiative, and accepts and carries out additional responsibilities beyond regular job assignments.
- ix. Is consistently dependable and punctual in reporting for duty, completing assignments on time, and participating in additional responsibilities.

- h. Any eligible staff member may be nominated more than once.
- i. All nominations must be submitted on the form available [insert link to form] and received by the committee by the last day of the month in order to be considered for that month's award
- j. Nominees who do not receive the award for the month in which they have been nominated, may be nominated again, but will not automatically remain in the nomination pool.

10.10.4 Award Framework

- a. Award recipients shall receive:
 - i. A visit from the members of the committee to present the award, where a picture will be taken for publication in internal communications venues;
 - ii. A token of appreciation for the employee to keep;
 - iii. A certificate suitable for framing;
 - iv. Inclusion on an engraved plaque to be prominently displayed in an appropriate location of the College; and,
 - v. An invitation to the Annual recognition event

10.11 Consultancy Policy

10.11.1 Purpose

The mission of the College of the Marshall Islands states, 'that as the national college of the Republic of the Marshall Islands, the College serves as a research and intellectual resource to the nation and prepares students in our island nation to succeed in the global community.' In this regard, the College acknowledges it has the largest pool of intellectual and technical experts in the country and through consultancy it can take a leadership role in the dissemination of knowledge and expertise for the betterment of the nation.

CMI acknowledges that consulting activities will not only help the College achieve its mission it will also be a source of financial gain for the college as well as an incentive for its employees to engage in consulting activities.

10.11.2 Definitions

'Consultancy' for the purposes of this policy, will include "Commercial Research" and means the use, for monetary reward or other consideration, of knowledge, skills, expertise and experience. It is work of a professional nature, undertaken by employees of the College in their field of expertise, for clients outside the institution, and for which payment is made, either to the College or directly to the employees. It will produce some form of contracted output which, in general, will be partly or wholly owned by the client. The College and/or the employee may negotiate rights of publication over the results of consultancy.

‘Commercial Research’ means research purchased by a client, whether from the private or public sector, with an expectation that the research will deliver results that the client may use for its business or operational purposes. As regards commercial research that leads to a patent, the question of whether the employee or CMI have any benefits from or permission to use the outputs of the research should be covered in the contracts with the commercial entity and with the client.

‘Intellectual property (IP)’ refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. IP is protected in law by, for example, [patents](#), [copyright](#) and [trademarks](#), which enable people to earn recognition or financial benefit from what they invent or create.

‘President’ means the President of the College or his/her nominated delegate.

‘Administrator’ for the purposes of this policy means the Vice President of Administration, Vice-President of Academic and Student Affairs and the Vice President of Land Grant or his/her nominated delegate.

10.11.3 Policy

The College is usually the proper party to Consulting or Commercial Research whether or not the documentation refers to any individual employee as the principal consultant. A Consultancy is usually conducted using College reputation, employee time, resources and infrastructure. It will be conducted on a fee for service basis, with the fee based on full cost recovery and profit. All consultancies must be formalized by appropriate contract documentation and be administered according to this Policy. Approved consultancies cannot be in conflict with the core businesses of CMI: teaching, research, or service.

The policy covers consulting and commercial research conducted by CMI employees (including contingency and two year to four year contracts) whether in normal work time, between weekends or periods of leave.

1. Objectives

- Supportive of the mission of the college.
- Provides a mechanism to recover direct and indirect costs and profit sharing.
- Provides clear procedures for undertaking consultancies.
- Provides clear procedures for attaining approval for consultancy activities.
- Groups consultancies into different types of activities.
- Consistent with the RMI laws, CMI Act, CMI Copyright policy, College policies and procedures and employment contracts.

2. Scope

2.1 The Consulting Policy (‘the Policy’) acknowledges that employees may only undertake consultancy:

- Through the College as a College Consultancy
- Through the College as Community Service Consultancy

- Through Private Consultancy

2.2 The Policy defines each of these types of Activity and outlines the requirements for them so that both the College and its employees may understand what is required in the conduct of all forms of consultancy. Within the framework that the Policy offers, the College:

- Seeks to encourage employee participation in consultancies that bring opportunities and benefits to the College, its employees and its clients;
- Wishes to provide a flexible and clear management framework in which Consultancy can be carried out within the rules and regulations of the College;
- Desires to facilitate the negotiation and determination of contracts for Consultancy and to ensure that they fully cover all costs and make a profit for the College;
- Provides guidance to persons inside and outside the College as to the range of Consultancy and other outside work that can be undertaken using the College's name, services and resources, either directly or by implication;
- Seeks to ensure that the undertaking of Consultancy or other outside work does not interfere with other functions of the Academic or Administrative unit to which the employee belongs;
- Indicates to all employees and managers of the College their obligations to the College in regard to Consulting or other outside work, and identifies approval procedures that must be followed;
- Seeks to provide proper protection to the College and its employees in consultancy undertakings.

2.3 The Consultancy Policy applies to all full time administrators, faculty, management and professional employees. Adjunct faculty may negotiate appropriate terms and conditions for consultancy services that utilize College facilities on a case by case basis with the endorsement of the Department Chair and Dean of Academic Affairs and approval of the Vice-President, Academic and Student Affairs while taking care that the activity does not conflict with the core business of the College: teaching and service to the community.

2.4 General Conditions for Consulting and Commercial Research

- Employees who are adequately carrying out their assigned duties may consult up to the maximum number of days specified in this policy.
- Employees should normally contract consultancies through the College with the exception of Community and Private Consultancies as outlined below.

2.5 This Policy defines Consultancy as being of three types:

- College Consulting
- Community Consulting
- Private Consulting

2.5.1 College Consulting

College consulting agreements are to be brought to the attention of the Administrator and the HR Director at the initial stages of planning, and **must** be approved by the President. It must not conflict with the mission, values, or the core business of the college - teaching, research and service to the community.

College consultancies are professional activities in which employees undertake work for outside organizations as part of an agreement between the College and the client organization. Legal responsibility for the work will rest with the College, and its internal conduct will be subject to such conditions of service as may be agreed by the College.

College Consultancy includes all professional activity performed in the College's name, whether or not it involves the use of College resources and infrastructure. College consultancy may include activities performed under contract and classified as commercial research, but they should not compete with the core businesses of CMI: teaching, research and community service.

College consultancy may also include commissions for the preparation of subject and course material suitable for use in flexible delivery programs where the preparation is able to be done without affecting the workload expected of the employee and is commissioned by a third party. College Consultancy includes the provision of professional services to external agencies for a fee. This would include, but not be limited to:

- Analysis of data collected either by the consultant, the College or an external agency
- Surveys, including market and opinion surveys
- Quality control
- Field trials
- The provision of professional advice
- Expert witness advice
- The provision of professional services such as management, technological, design, legal, health or technical advice or implementation.

These activities will be characterized by the existence of a manageable risk to the College under the terms of the contract. Standard non-disclosure agreements should be signed by all parties prior to the commencement of contract negotiations.

2.5.2 Community Consulting

Community consulting is an agreement where no moneys other than direct expenses are paid. The line Administrator must agree that this does not impinge on the employee's work as part of the approval process. Community consulting agreements must **not** conflict with the core businesses of CMI: teaching, research and service.

2.5.3 Private Consulting

Private consultancy agreements relate to the giving of personal advice or assistance to be provided by the consultant to an external organization outside the College, over and above the consultant's mainstream academic and administrative duties. Private Consulting agreements must **not** conflict with the core businesses of CMI: teaching, research and service.

Where an outside organization wishes to fund a specific piece of research or ask for a service to be performed with the use of College employees, facilities or premises, then the agreement should be in the form of a College Consulting agreement.

For outside appointments which take the form of Private Consulting, the College's pro-forma Consultancy Agreement may be provided to an external organization as a sample agreement whose form is acceptable to the College. Regardless of form, **all** Private Consulting agreements need to be referred to the line Administrator for final scrutiny and **approval**. The President will be the **final approver** for Line Administrators.

While the content of individual agreements covering Private Consulting will differ, the following general guidelines highlight some of the issues which arise most commonly in negotiations between an individual and an external organization in connection with Private Consulting:

- **Definition of the area of work:** the description of the work covered by the agreement always needs to be defined precisely, restricting the 'field' of work to be undertaken as narrowly as possible. Given that a company might request ownership of results of consultancy work, it is important that there be overlap between the description of the consultant's duties within the agreement and the individual's College activities (or other consultancies held by the individual).
- **Deliverables:** if the outside organization expects specific deliverables under the agreement, such as written reports, these should be clearly set out in the agreement along with a timetable for the production of the deliverables.
- **Time Commitment:** the agreement should state the time (i.e., number of days per year) which the consultant is to spend on the outside appointment ensuring it does not conflict with their normal duties.
- **Intellectual Property:** the agreement must conform to the College's policies on Intellectual Property.
- **Publications:** most personal consultancy is undertaken in connection with commercially sensitive business interests, and the majority of Private Consulting agreements prohibit the publication of the outcomes of the work undertaken under the agreement.
- **Liability:** agreements governing Private Consulting appointments are personal to the individual and are **not** indemnified by CMI.

3 The criteria used in establishing this Policy

- Compliance with the laws of RMI
- Fairness to both CMI and its employees

- Flexible to accommodate various situations
- Transparency
- Enforceability

3.1 Compliance

RMI tax laws must be observed at all times.

3.2 Fairness

- CMI must recover all direct and indirect costs of employees undertaking consultancies.
- CMI must recover business development and project management costs.
- Employees should gain tangible benefits for working above their agreed workload.
- Rates should be on par with market and regional benchmarks.

3.3 Transparency

The policy will be made available and accessible to all employees.

3.4 Enforceability

The Academic Department Chairs/Heads of Business units, in conjunction with the relevant Administrator will be responsible for ensuring that the policy is complied with and should recommend disciplinary action where appropriate for breaches of this policy.

In the cases where an Administrator requests permission to consult, the President will make such rulings.

4 Conditions applying to the carrying out of Consulting Activities

4.1 In cases of Community Consulting or Private Consulting agreements, the employee must not use CMI stationery, letterhead etc, and must ensure that the client is aware that the work is **not** being done by CMI. The employee must fully reimburse CMI for any use of CMI facilities.

4.2 Faculty and Administrative employees may work on College, Community or Private consultancies with the approval of their supervisor, Administrator and HR Director. Initial approval should come in the first stages of any application for a consultancy. An early dialog concerning the possible consultancy is necessary to ensure it does not conflict with the employee's normal duties and that the College is properly compensated for the use of CMI facilities, direct costs and appropriate indirect costs are recovered.

5 Intellectual Property

5.1 In Consulting and Commercial Research the ownership of IP is usually retained by the client, however it is the policy of the College that the product of consultancies carried out through or on behalf of the College is of value and every attempt must be made to negotiate right of use for the College for the general good of the whole College community. Any right to the IP for CMI or

- the consulting employees must be either: negotiated in the contract; or by a letter of release from the client following the completion of the assignment.
- 5.2 The arrangements for publication of the results of work carried out on College Consultancies are normally set out in the contract between the client and the College. Employees working on externally funded contracts must ensure that any publication does not contravene the terms of that contract. If an employee has ensured that s/he has the unrestricted right to publish, s/he may publish or speak in his/her own name without seeking the permission of any College authority, whether or not the work leading to publication formed part of the member's normal College duties.
- 5.3 The College will assert copyright in any material published by an employee, as a result of undertaking a College Consultancy. Where publication arises from an externally funded research contract, however, it may be that the sponsoring body has rights to copyright, and it is the duty of the employees concerned to establish this prior to publication.
- 5.4 The College will provide insurance cover, including professional indemnity insurance, for approved Community Consultancy and for College Consultancy. Personal Consulting will **not** be eligible for College insurance cover, including professional indemnity.

6. Authority

Consultancy Agreements and MOUs will be signed as follows:

- College Consulting- Relevant Line Administrator, CFO and President.
- Private Consultancy- Relevant Line Administrator and CFO, where the consultant is an Administrator, the President is the approving authority.
- Community Consulting- Relevant Line Administrator and CFO

7. General

7.1 Individual employees may refuse to undertake a particular consultancy.

7.2 Any situation which may not appear to be covered by this policy should be referred to the President for a ruling.

8. Guidelines for consultancy cost sharing and profit distribution- College and Community consulting.

8.1 All contracts will provide for a 30% cost to CMI.

8.2 All consultancy income will be subject to RMI Tax laws.

7. Consultancy Contract Procedures

9.1 Initial Screening - If an employee has been approached or is exploring to engage in a consultancy service outside of his/her primary contract with the

College, a completed Consultancy Approval Form must be submitted to the HR Office for review. See form 10.11 (A) Consultancy Approval Form).

This two step process begins where the approval is initiated during the early phase of the project. The employee submits a filled Consultancy Approval Form for the supervisor, Administrator, and HR Director to ensure that there is no conflict in work load, schedule, or compliance at the early stage of exploring consultancy services. The Administrator will review and if determined acceptable, will recommend and seek the approval of the President.

9.2 President's Approval - Upon confirming that the consultancy contract is advancing into its final stages, the employee will complete the second page of the Consultancy Approval Form for the supervisor and the responsible Administrator's recommendation to the President for final approval. The employee will be responsible to ensure documentation is complete.

9.3 An external consultancy contract will be signed by the contractor and the College; where upon then HR will prepare an internal agreement with the employee, including tax provisions.

In the event a direct contract is in place between the contractor and the employee, the employee will be responsible to provide HR with a copy of the contract to assess under the terms of the consultancy policy and the due to the College. In the event the employee fails to remit according to agreement, the College reserves the right to pursue payroll deduction with close consultation with the employee.

10.12 Children in the Workplace Policy

10.12.1 Policy

This Children in the Workplace policy is established to foster a healthy and appropriate balance between workplace expectations and family demands; in particular, to reduce personal and property risk and liability, enhance the ability of employees and co-workers to perform their job duties, protect the health and safety of CMI employees, protect information confidentiality, and to help promote a working and learning-conducive environment of the College.

10.12.2 Scope

CMI is committed to its mission and to developing student excellence and promoting an educational environment conducive to working and learning. Further, to maintain the health

and safety of CMI employees, students, and visitors rely upon the control of and prevention of unsafe behaviors. When the visitors are children, diligence and sensitivity must be heightened. The purpose of this policy is to promote a professional and working and learning-conducive environment, being mindful of health and safety while minimizing risk related to both employees and the children in the workplace. The College is indemnified and does not accept any liability or injuries to children who are on campus in violation of this policy. Any harm or liabilities caused by children on campus will place the responsible employee accountable. The purpose of this policy is to provide guidance on and clarify the circumstances and conditions under which a minor dependent of employees may be present within the CMI workplace.

10.12.3 Definitions

‘Child’ or ‘children’ means a person under 18 years, not enrolled or admitted for enrollment in classes at CMI. ‘Employee’ means any faculty or staff who has responsibility for a child, while in the workplace regardless of the employee’s relationship with the child.

10.12.4 Statements of Elaboration of Policy -Parameters and Limitations

- a. It is the responsibility of supervisors to ensure that the work of the College is accomplished in an environment that promotes employee health and safety and minimizes work-related disruptions.
- b. With prior approval from the supervisor, it is generally acceptable to bring children into the workplace under the circumstance including but not limited to:
 - In the event of an emergency – school closing, child care emergencies, and other unforeseen situations which can compromise a child’s health and safety in unanticipated situations).
- c. When children are brought to the workplace or on campus, the following expectations apply:
 - 1) Children are expressly prohibited from entering high-risk areas
 - 2) An employee who brings a child to the workplace is responsible for keeping the child within his or her immediate supervision at all times. The employee may not ask another employee or student to supervise the child.
 - 3) A child is explicitly prohibited from formal gatherings or meetings at the workplace.
 - 4) An employee who brings a child to the workplace is fully responsible for all aspects of the child’s behavior. The employee is responsible for the child’s safety and is financially responsible for any damages caused by the child.
 - 5) The presence of the child should be limited to a specific amount of time as approved by the employee’s supervisor
 - 6) The presence of the child cannot disrupt the work environment or negatively impact the productivity of the employee who brought the child or other employees or students.
 - 7) The child should not cause harm to other employees, disrupt operation, or negatively impact colleagues or others in the College work space.

- 8) The child is not to use equipment, including computers and telephones and any other assets of the College.
- 9) The workplace may not be used as an alternative for child care. When childcare arrangements break down, an employee should seek alternatives to bringing the child to the workplace. In such event, an employee can use appropriate accrued leave hours, personal leave, or leave without pay and care for a child outside of the workplace.
- 10) A child who has an illness that prevents him/her from being accepted by a daycare provider or attending school, in particular, with an infectious or contagious illness, may not be brought to the workplace under any circumstance.

An exception to the policy is provided if the child is:

- Enrolled as a CMI student, including dual enrollment students
- Participating in an official CMI program or event such as Upward Bound or secondary school visits
- Employed by the College

Has a parent with a workplace assignment in which one of the conditions of employment is residency in a campus facility (ex: Resident Coordinator).

10.12.5 Procedures

1. An employee must obtain prior approval from the supervisor to bring a child to the workplace. In considering a request for a child's visit under this policy, supervisor should consider the following:
 - a. Determine if there are safety concerns and/or exposure to risk/liabilities
 - b. Address issues of possible disruption to co-workers in the workplace
 - c. The extent to which the child's presence in the workplace poses a risk of confidentiality breach of information in the workplace
 - d. Consider the extent to which the child's presence is appropriate to the specific work being accomplished.
2. Supervisor, management and HR has the authority to deny the presence of children in the workplace
3. Supervisor, management and HR may revoke any previously granted permission for the employee to bring the child to the workplace and may direct an employee to remove a child from the workplace at any time if determined that this policy has been violated or negatively impacts the College's interests. In such an event, the employee will be charged with leave for any time that s/he is absent from the assigned station.

4. Any employee who violates this policy may be subject to disciplinary action up to and including termination of employment.

SCHEDULE 1- CMI SALARY SCALES

SALARY SCALE: ADMINISTRATION AND SUPPORT & ACADEMIC AND STUDENT SUPPORT

		HOURLY PAID						SALARY			
	Points	Level 1	Rate per hr	Level 2	Rate per hr	Level 3	Rate per hr	Level 4	Level 5	Level 6	Level 7
MIN	1	8,320.00	4.04	11,502.40	5.53	15,500.00	7.45	21,500.00	27,500.00	36,500.00	47,500.00
	2	8,652.80	4.16	11,962.50	5.75	16,120.00	7.75	22,360.00	28,600.00	37,960.00	49,400.00
	3	8,998.91	4.33	12,441.00	5.98	16,764.80	8.06	23,254.40	29,744.00	39,478.40	51,376.00
	4	9,358.87	4.50	12,938.64	6.22	17,435.39	8.38	24,184.58	30,933.76	41,057.54	53,431.04
MID	5	9,733.22	4.68	13,456.18	6.47	18,132.81	8.72	25,151.96	32,171.11	42,699.84	55,568.28
	6	10,122.55	4.87	13,994.43	6.73	18,858.12	9.07	26,158.04	33,457.95	44,407.83	57,791.01
	7	10,527.45	5.06	14,554.21	7.00	19,612.44	9.43	27,204.36	34,796.27	46,184.14	60,102.65
	8	10,948.55	5.26	15,136.37	7.28	20,396.94	9.81	28,292.53	36,188.12	48,031.51	62,506.76
MAX	9	11,386.49	5.47	15,741.83	7.57	21,212.82	10.20	29,424.23	37,635.65	49,952.77	65,007.03

Approved by Board of Regents December 1st, 2021

FACULTY- CREDIT, VOCATIONAL AND CONTINUING EDUCATION

Effective August 1st, 2022

PRIOR WORK EXPERIENCE <i>(This Column is used for the placement of new hires.)</i>		POINTS	PhD	Masters	Bachelors	Associate
0-3yrs	MIN	1	30,244	27,137	22,366	20,161
4-5yrs		2	31,813	28,533	24,553	21,170
6-7yrs		3	32,382	29,930	25,740	22,179
8-9yrs		4	34,951	31,326	26,927	23,188
10-11yrs		5	36,520	32,722	28,114	24,197
12-13yrs		6	38,089	34,119	29,301	25,206
14-15+yrs	MID	7	39,658	35,515	30,488	26,215
		8	41,227	36,912	31,725	27,224
		9	42,796	38,308	32,962	28,233
		10	44,365	39,705	34,199	29,242
		11	45,935	41,101	35,436	30,251
		12	47,504	42,498	36,673	31,260
	MAX	13	49,073	43,894	37,910	32,269

BOR Approved

HUMAN RESOURCES POLICY AND PROCEDURE HANDBOOK

ADULT AND BASIC EDUCATION FACULTY
Effective August 1st, 2022

PRIOR WORK EXPERIENCE <i>(This Column is used for the placement of new hires only.)</i>		POINTS	Masters	Bachelors	Associate
		0-3	MIN	1	24000
4-5		2	24912.5	23793.50	18861.5
6-7		3	25825	24587	19536
8-9		4	26737.5	25380.5	20210.5
10-11		5	27650	26174	20885
12-13		6	28562.5	26967.5	22559.5
14-15+	MID	7	29475	27761	22234
		8	30387.5	28554.5	20908.5
		9	31300	29348	23583
		10	32212.5	29141.5	24257.5
		11	33125	30935	24932
		12	34037.5	31728.5	25606.5
	MAX	13	34950	32522	26281

ADJUNCT AND OVERLOAD RATES

CREDIT, VOCATIONAL, CONTINUING EDUCATION OVERLOAD AND ADJUNCT RATES				
Qualification Level	PhD	Masters	Bachelors	Associates
Credit Hour Rate	\$800	\$750	\$700	\$675

Board Resolution No. 2021-008_05/25/2021

SCHEDULE 2- SALARY PLACEMENT FORMULAS FOR NEW HIRES

FACULTY		Calculation for initial salary placement for Faculty													
Factor A			Factor B												
Relevant Educational Qualifications	Grade Level	√ Select level	Relevant Experience	Most recent 5 yrs	Exp.	Calc.	Next 10yrs	Exp.	Calc.	Next 12+years	Exp.	Calc.	No of yrs	Salary Placement	
PhD	F1		College/University /Tertiary teaching	1	0	0	0.66	0	0	0.5	0	0			
Masters	F2		High School Teaching- Year 11/12	0.5	0	0	0.33	0	0	0.25	0	0			
Bachelors	F3		Vocational Teaching Experience	0.5	0	0	0.33	0	0	0.25	0	0			
Associates	F4		Middle/Elementary teaching	0.25	0	0	0.175	0	0	0.087	0	0			
						0			0			0	0		

ABE FACULTY		Calculation for initial placement for ABE Faculty												
Factor A		√ Select level	Factor B			First 5years	Next 10years			Next 12+years				
Educational Qualifications	Grade Level		Relevant Experience	Factor Weighting	Exp.	Calc.	Factor Weighting	Exp.	Calc.	Factor Weighting	Exp.	Calc.	No of yrs	Salary Placement
Masters	F01		College, ABE/High School Teaching- Year 11/12	1	0	0	0.66	0	0	0.5	0	0		
Bachelors	F02		Vocational Teaching	1	0	0	0.33	0	0	0.25	0	0		
Associates	F03		Middle	0.5	0	0	0.33	0	0	0.25	0	0		
			Elementary	0.25	0	0	0.175	0	0	0.087	0	0		
						0			0			0	0	

HUMAN RESOURCES POLICY AND PROCEDURE HANDBOOK

MANGT. & PROF.		Calculation for initial salary placement for Management & Professional												
Factor A			Factor B											
Relevant Educational Qualifications	Grade Level	√ Select level	Relevant Experience	First 5years	Exp.	Calc.	Next 10 years	Exp.	Calc.	Next 12+yrs	Exp.	Calc.	No of yrs	Salary Placement
Level 7	F7		Directly Relevant	1	0	0	0.66	0	0	0.25	0	0		
Level 6	F6		Related experience	0.5	0	0	0.33	0	0	0.15	0	0		
Level 5	F5													
Level 4	F4													
						0				0				0

		Calculation for initial salary placement for Technical & Support Staff												
Factor A			Factor B											
Relevant Educational Qualifications	Grade Level	√ Select level	Relevant Experience	First 5years	Exp.	Calc.	Next 10years	Exp.	Calc.	Next 12+yrs	Exp.	Calc.	No of yrs	Salary Placement
Level 3	F3		Directly Relevant	1	0	0	0.66	0	0	0.5	0	0		
Level 2	F2		Related experience	0.5	0	0	0.33	0	0	0.25	0	0		
Level 1	F1													
						0				0				0