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5.00000 PERSONNEL POLICY

0.0010 INTRODUCTION
Every employee of the Turtle Mountain Community College has a part in the educational research and service effort of the institution. It is an effort, which can best be carried out within a harmonious employer-employee relationship. To this end, the College endeavors to provide working conditions and compensation based on fair and equitable standards.

An employee or a group of employees has the right to discuss with supervisors or other appropriate officers any condition of employment without discrimination.

0.0020 EQUAL OPPORTUNITY AND NON-DISCRIMINATION POLICY
The College is an Equal Opportunity Employer, which abides by the policy of providing equal employment opportunities without discrimination to all applicants and employees regardless of race, religion, color, national origin, age, gender, disabilities, sexual orientation or marital status, except as allowed by the Indian Preference provision of the Indian Civil Rights Act of 1964, as amended. In adhering to this policy, the College abides by the Title IX requirements.

0.0030 PERSONNEL FILE
Turtle Mountain Community College shall maintain a system of confidential personnel records.

A separate personnel record folder shall be created at the time of employment and shall be kept or each employee.

At the time of termination, the employee’s personnel folder shall be transferred to the inactive section and be retained as a source of confidential information regarding the employee’s employment.

All personnel record folders shall be kept under lock and key. Access to, and release of, information contained in the personnel records shall be limited to authorized chain of command only and viewed on a “need to know” basis.

0.0040 PERSONNEL RECORDS
Each individual personnel file is regarded as confidential, and is treated as such. Personnel files are maintained by the Human Resources Manager and includes information such as the employee’s job application, resume, records of training, and records of education, performance evaluations, commendations/recognitions, disciplinary actions and salary information. All personnel files shall be maintained in the Human Resource office throughout the tenure of the employee. Payroll information is maintained in the Fiscal Office and retained as required by law.

In addition, any drug and/or alcohol information, medical information provided in support of Family and Medical Leave, disability accommodation, or other medical information submitted by TMCC, the employee or medical provider is segregated from other personnel information, in a separate staff member employee file, pursuant to HIPAA and other legal requirements; and access to this information is severely restricted on a specific need-to-know basis.
0.0050 UPDATED INFORMATION

It is the responsibility of each employee to promptly notify TMCC of any changes in personal data. Personal mailing addresses, telephone numbers, educational accomplishments and other such status reports should be accurate and current at all times.

0.0060 DISCLOSURE

Employees must give permission to disclose information to third parties. Disclosure refers to information dissemination about an employee to people or outside agencies and can include such things as employment verifications or reference requests. Unless either the employee’s consent is obtained or judicial process requires disclosure, the employer should disclose only directory information such as name, address and dates of employment.

5.1.0000 HIRING PROCESS – OVERVIEW

1.0010 SECTION I: GENERAL PROVISIONS

1. Scope: These procedures apply to the recruitment, hiring, and promotion process for all TMCC employees, with the exception of summer youth programs and part-time employees. The Vice-President and Comptroller are exempt and are selected based on the recommendation of the President with concurrence of the Board of Directors. The President is also exempt and is selected by the Board of Directors with involvement of the Board of Trustees.

2. Code of Conduct Policy, Confidentiality Statement, and Conflict of Interest Statement form shall be signed by all hiring committee members.

3. Oversight: The President is responsible to ensure the integrity of the procedures established by this policy. To assure that the process is clear and understood, the President will be responsible for training the key administrators regarding this policy. If the process has been substantially violated or abused, the President may order that an error be corrected, that a portion of the process be redone, that a member of the committee be excluded from further deliberations, that the process be terminated, or that some other remedial action be taken to assure the integrity of the process. If the recommendation of the Hiring Committee is not agreeable to the President, the position will be re-advertised, closed, or eliminated.

4. Transfers: Persons who desire to apply for a new position at the College are required to make their wishes known through a written notification to their supervisor. (MOVED FROM 5.4.0070)

1. Full-time regular employees who apply for a position within the College will receive five “in house” preference points. (with above written notification included in application packet).

2. In the event of transfer, the employee’s accrued leave becomes the obligation of the department to which he/she transfers.

3. When an employee changes from a lower position to a higher position as defined by the position classification, the employee will start at the salary for the position that
is equal to or greater than their present salary based on the salary scale. However, should the employee be hired into a lower position, they will start at grade level for that position.

4. Transfer employees will provide a two week notice to immediate supervisor upon accepting a position in another department unless other mutual arrangements for transition have been made between supervisors and employee.

1.0020 SECTION II: RECRUITMENT

1. Vacant/New Position: The supervisor or director shall submit a request to fill a new and/or vacant position to the President on the Employee Request Form. The supervisor or director is responsible for completing all necessary forms for obtaining required authorizations. After proper authorization and final approval by the President, the supervisor or director shall submit the necessary documentation to the Human Resource Manager who will advertise the position.

2. Vacancy Procedure: It shall be the responsibility of the Human Resource Manager to advertise all permanent staff and faculty vacancies through the TMCC website, Job opportunities bulletin board, internal mail, Job Service North Dakota, local radio and newspapers, regional and national employment sites as needed / desired. Whenever possible, notice of vacancy shall be posted for a minimum of 10 working days.

1.0030 SECTION III: APPLICANT PROCESS

1. Application Packet/Submission: Applications must include an Application for Employment, curriculum vitae, resume, work experience, college transcripts, three current (within 1 year) letters of reference, Cover letter of application, and, if applicable, proof of Indian blood and/or veteran preference, proof of required licensure/certification as specified in position vacancy announcement. The packet will be determined to be incomplete if any required documents are missing; thus the application will not be considered. All completed applications must be submitted to the Human Resource Manager to be considered for employment.

2. Search Extension: The recruitment period may be extended when the applicant pool has only one qualified applicant.

3. Search Reopened: The application process may be reopened should the committee decide not to recommend a candidate to the President. The President has the authority to reopen a search with notification to the Board of Directors. The Board of Directors will be notified at the next regular meeting.

1.0040 SECTION IV: RATING/INTERVIEW COMMITTEE

1. The Head of the Department and Human Resource Manager will oversee the hiring process.

2. Membership: The Rating/Interview Committee shall consist of five (5) members to include the Head of the Department. The Rating/Interview Committee members must remain the same throughout the process.

3. Committee Selection: The Head of the Department will chair and serve as a member on the selection committee and shall select two (2) members from their department; the
SECTION 5 PERSONNEL POLICY

Human Resources Manager will randomly select two (2) at large members from “outside of the department”. Two additional individuals are selected to serve as alternates.

4. Orientation: The Human Resource Manager will conduct an orientation meeting to explain roles, duties, expectations, timelines, and the board-approved hiring process to the committee members. All members must sign a statement verifying they will adhere to the College Code of Ethics Policy, Confidentiality Statement, and Conflict of Interest Statement.

1.0050 SECTION V: APPLICANT SCREENING PROCESS

1. Minimum Qualifications: The Human Resource Manager will present qualified applicants and complete applications for the Rating/Interview Process to the Rating/Interview Committee. The committee may request to examine all application packets for further determination of qualifications.

2. Scoring: Rating/Interview Committee members shall rate each applicant on the Applicant Screening Process Hiring Matrix. (See Appendix A5-1).

3. Recommendation: The Rating/Interview Committee shall evaluate the applications and submit scores and recommendations to the Human Resource Manager. If the recommendation is to interview, the Human Resource Manager and Department Head will set up appropriate interviews. If no interview is required, the final recommendation will be forwarded to the President for approval. The Board will be informed of all approved hires.

1.0060 SECTION VI: INTERVIEW PROCESS

1. Materials: Prior to the interview, the Rating/Interview Committee will receive from the Human Resource Manager, the following materials on each candidate: application packet, schedule of interviews, interview questions, and Individual Rating Sheet.

2. Questions: The committee, with consultation from the Department Head and Human Resource Manager, will draft interview questions (a minimum of 5) prior to the interview. The committee will submit a draft of interview questions to the Human Resource Manager for final approval of appropriate questions. Appropriate tests may be required to relate qualifications of an applicant to the requirements of a position.

3. Set Time: Each applicant selected for interview shall be afforded the opportunity to have an interview of approximately equal length and will be asked the same questions. Specific questions pertaining to benefits must be referred to the Human Resource and/or Business Office.

4. Score: At the conclusion of each interview, the committee shall score the candidate. The committee may discuss as a group each candidate immediately after the interview. All committee members will sign each Interview Rating Sheet and submit the form to the Human Resource Manager.

5. Ranked List: The Department Head shall submit the interview scores to the Human Resource Manager. The candidate with the top highest interview total score and an alternate candidate (if recommended by committee) will be forwarded for reference checks. NOTE: A combination of the application and the interview scores will be used for the final recommendation for hire.
6. (See Appendix A5-1).

1.0070 SECTION VII: REFERENCE CHECKS

1. Timing: Reference and background checks will begin immediately and be completed by the Human Resource Manager prior to the submission of the recommendation of candidate(s) to the President.

1.0080 SECTION VIII: CONFIRMATION PROCESS

1. Recommendation: The Human Resource Manager will forward the committee’s recommendation of the top candidate and, if applicable, an alternate, to the President.

2. Hiring: The President will approve or deny the recommended candidate for hire. The Board of Directors will be notified by the Human Resource Manager of the recommendation for approval or denial.

3. Requirements for Employment: Selected candidates, as required by policy, must submit to a satisfactory drug test and physical examination. Any physical exams which will be paid reimbursed by the College up to $100.00 with submitted receipt. If a finalist candidate fails to satisfy the position requirements for employment, the President will revoke the offer of employment.

4. For the complete hiring policy/procedure (See Appendix A5-1).

5.2.0000 DEFINITION OF EMPLOYEE

A person hired to provide services to a company on a regular basis in exchange for compensation and does not provide services as part of a business/contractor/consultant. This includes all faculty and staff. All employees are designated as either non-exempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees’ employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

2.0010 EXEMPT EMPLOYEE

Exempt employees are defined as employees who, based on duties performed and manner of compensation and who supervises employees or are administrators, shall be exempt from the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions. Exempt employees shall be paid an established bi-weekly or annual salary and are expected to fulfill the duties of their positions regardless of hours worked. Exempt employees are not eligible to receive overtime compensation or compensatory time off, and are not required to adhere to strict time, record keeping, and attendance rules for pay purposes; however, exempt employee should adhere to regular work hours and make prior arrangements for full day absences whenever possible.

Exempt employees are generally faculty, managers, or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.
SECTION 5 PERSONNEL POLICY

2.0020 NON-EXEMPT EMPLOYEE

Non-exempt employees are defined as employees who, based on duties performed and manner of compensation shall be subject to all FLSA provisions. Non-exempt employees shall be required to account for time worked on an hourly and fractional hourly basis and are to be compensated for qualified overtime hours at the premium (time-and-one-half) rate. Overtime hours must have prior approval through formal request from the supervisor with President’s concurrence.

Non-exempt Employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law’s requirements concerning minimum wage and overtime.

2.0030 NOTICE OF EMPLOYMENT

When a new hire or in-house transfer employee is hired by a department, the Program/Department Administrator must complete the Notice of Hiring Memorandum with assistance of the Human Resources Director Manager (See Appendix A5-2).

2.0040 TERMS OF APPOINTMENT

The general terms and conditions of each appointment to the staff will be stated in writing, and a copy of the appointment document salary notification will be given to the appointee upon request to the Human Resource Manager. Any subsequent extensions or modifications of an appointment and any special understanding or any notices incumbent upon either party shall be confirmed in writing and a copy given to the appointee. Each staff member will be given a information on where to locate the policy manual on the website or provided a printed copy upon request. and will be advised at the time of initial appointment of the institutional process for evaluation. This may be accomplished by a published description of the process in this manual.

2.0050 EMPLOYEE CATEGORIES

1. ADMINISTRATORS: Upper Levels are Those positions under contract and includes the positions of President, Vice-President, Comptroller, Information Technology Director, Financial Aid Director, Dean of Academic Programs, Career & Technical Education Director, Facility Manager, Dean of Students, and Human Resource Manager.

2. FULL-TIME FACULTY: Faculty appointments are professional appointment accomplished through contracts between individual faculty members and College. Faculty contracts consist of 198 days which constitute the academic year. The functions of a full-time faculty member are divided into the four categories: teaching, advising, scholarship, and service to the College and the community. Faculty full-time Teaching Credit Load is a minimum 12 credit hours-maximum credit load 15/16 hours. The duty and primary professional responsibility of all full-time faculty members is to the College, faculty must not engage in any other enterprises on a regular basis when such practices are in direct conflict with their services to the College. (See Benefits Table)

3. ADJUNCT FACULTY: Part-time Adjunct Faculty members are hired to teach one or more courses. They are required only to meet their classes during prearranged times and attend meetings with their supervisor (Dean of Academic Programs or CTE Director) as scheduled. The activities of part-time adjunct faculty are coordinated and evaluated by
SECTION 5 PERSONNEL POLICY

their supervisor (Dean of Academic Programs or CTE Director). Adjunct Part-time faculty are coordinated and evaluated by the Dean of Academic Programs. Part-time faculty members are on contract in accordance with number of credits taught. Contracts are renewed each on a term by term basis. (See Benefits Table)

4. FULL-TIME STAFF: (Includes 12-month instructors): Employees who are not in a temporary or probationary status who are regularly scheduled to work the organizations full-time schedule (40 hours per week). Employees are eligible for the full-time benefit package; and subject to the terms, conditions, and limitations of each benefit program. Full-time employees may be funded from grants and other funding sources. Full-time employees hired for a specific grant will be paid from that grant and are limited to employment for the duration of the grant. (See Benefits Table)

5. PART-TIME: Employees who are scheduled to work less than a full-time schedule. They receive all legally mandated benefits such as Workers Compensation Insurance, Unemployment, and Social Security Benefits. (See Benefits Table)

6. TEMPORARY: Employees hired as interim replacements, to temporarily supplement work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited and definite duration (typically not to exceed 120 working days). Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until notified, in writing, of a change. While temporary employees receive legally mandated benefits (such as Workforce Safety and Insurance Employer Service, Unemployment Insurance and Social Security Benefits), they are not eligible for any of the employers other benefit programs. (See Benefits Table)

7. EMERGENCY APPOINTMENTS: The President may fill an emergency appointment not to exceed 120 work days. Emergency hires must be conducted only with the concurrence of the Board of Directors. Situations including natural disasters, grant requirements, and other labor shortages may justify an emergency hire. (Covered under #6 above).

8. TEMPORARY STUDENT EMPLOYEES: This classification is for students of the College hired to assist departments. These employees, with exception of College Work Study, receive all legally mandated benefits such as Workforce Safety and Insurance, Unemployment Insurance, and Social Security Benefits. These appointments are temporary based on need and availability of funds, and are limited to their College enrollment period.

9. INDEPENDENT CONTRACTORS: A person, business or corporation which provides goods or services to another entity under terms specified in a contract.

10. CONSULTANTS: A professional who provides expert advice in a particular domain or area of expertise.

11. ESSENTIAL POSITIONS: Essential employees are crucial to the College in times of natural disasters or a state of emergency. These positions would be required to maintain the College during these events. These positions are identified as the President, Vice President, Comptroller, IT Department, Security, and Facilities personnel. These positions are a part of the Emergency Management Plan as designated.

5.3.000 FRINGE BENEFITS

Details shall be made available from the Human Resource Manager and Fiscal Office.
SECTION 5 PERSONNEL POLICY

3.0010 BENEFITS TABLE

Full-time and part-time employees are entitled to benefits as indicated:

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Full-Time</th>
<th>Part-Time and Temporary</th>
</tr>
</thead>
<tbody>
<tr>
<td>College’s contribution to FICA/Medicare</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Workforce Safety and Insurance Employer Service</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Unemployment Insurance</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Short-Term Disability</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Dental Insurance</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Vision Insurance</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>TMCC’s Contribution to Retirement</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Annual Leave</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Sick Leave</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Paid Holidays</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Optional – at Employee’s Expense

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Full-Time</th>
<th>Part-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Term Disability</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Voluntary Universal Life Insurance</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Voluntary Group Term Life insurance</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Accident Insurance</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

3.0020 SOCIAL SECURITY AND MEDICARE

Social Security and Medicare Benefits shall be provided for College employees through payroll deductions and from matching funds provided by the College.

3.0030 WORKFORCE SAFETY and INSURANCE EMPLOYER SERVICE

All employees are protected by Workforce Safety and Insurance Employer Service against accidental injuries or occupationally incurred illness in the performance of their official duties.

1. All on-the-job accidents and injuries or occupationally incurred illnesses must be reported immediately to the employee’s supervisor and the Human Resource Manager. This is for the protection of the employee as well as the institution and is required by the Workforce Safety and Insurance Employer Service.
2. In case of absence due to illness or injury, for which Workforce Safety and Insurance Employer Service time-loss benefits are received, sick leave pay may be utilized to the extent of the difference between such benefits and the employee’s regular salary. The employee may elect to use Workforce Safety and Insurance Employer Service only, or use it in combination with sick leave and/or annual leave. However, the employee’s leave account shall only be charged that percentage of time which corresponds to the percentage of salary that the institution shall pay. For the purpose of this policy, full-time instructors who do not earn annual or sick leave hours, an allowance of 96 hours will be granted using a base of 14.8 hours per week. Upon using all accrued benefits, an employee will be placed on leave without pay for the remainder of the recovery period. The total time-loss payment shall not be more than the employee’s regular pay.

3.0040 STATE UNEMPLOYMENT INSURANCE

The College participates in the North Dakota Unemployment Insurance Program, which provides unemployment benefits to eligible workers (See Job Service of North Dakota).

3.0050 RETIREMENT

1. Employer’s Share -- Effective July 1, 2004 all eligible full-time employees will receive the following contribution to the 401(k) retirement:
   - 1-10 years will receive an increase of 1% annually.
   - 11+ years will receive an increase of 2% annually to a maximum of 20%.

2. Employee Contribution – Employees may choose to contribute to their own 401(k) plan. Employer’s and employees’ portion cannot exceed the percentage allowable under the IRS code.

3.0060 SERVICE AWARD

The College administers a Service Award for continuous service as follows:

1. Upon completion of the 10th year of employment, an employee will receive a $200 service award.

2. Upon completion of the 15th year of employment, an employee will receive a $350 service award.

3. Upon completion of the 20th year of employment and in increments of five years thereafter, an employee will receive a $500 service award.

3.0070 INSURANCE

1. Group Term Life Insurance and Accidental Death and Dismemberment (AD&D) – The College provides Group Term Life Insurance equal to $60,000 for each permanent full-time employee and AD&D which pays double in the event of an accidental death at no cost to the employee. Beginning at the age of 65, the benefits are reduced by a certain percentage as the employee ages. Payment decreases to $30,000. The College also provides Dependent Group Term Life Insurance for each full-time permanent employee’s dependents. -- $5,000 for spouse, $500 for children (birth to six months), and $2,500 thereafter.

2. Group Short Term Disability Insurance – The College provides group short-term disability insurance for each permanent full-time employee at no cost to the employee.
SECTION 5 PERSONNEL POLICY

3.0080 OPTIONAL BENEFITS

Insurance

1. Long Term Disability – Each full-time faculty member may choose to participate or waive coverage. The College does not pay any portion of the monthly premium.

2. Voluntary Universal Life Insurance – Each full-time permanent employee may choose to participate or waive coverage. Eligible employees may elect coverage for their spouse and dependent children. The College does not pay any portion of the monthly premium.

3. Voluntary Group Term Life Insurance – Each full-time permanent employee may choose to participate or waive coverage. Eligible employees may elect coverage for their spouse and dependent children. The College does not pay any portion of the monthly premium.

4. Voluntary Enhanced Accidental Death and Dismemberment (AD&D) – Each full-time permanent employee may elect employee-only coverage or family coverage. The College does not pay any portion of the monthly premium.

5. Health Insurance – Each full-time permanent employee may choose to participate in the self-funded health plan. The College pays a major portion of the monthly premium; employee pays a minimum portion of premium. If a full-time regular employee chooses to stay on their spouses health insurance plan rather than take part in the TMCC health insurance, the employee may be reimbursed for the out of pocket deduction from their spouses salary up to the amount of the College premium would be if they choose the TMCC health plan. For example, a single plus one under spouse the maximum reimbursement amount would be the cost for the Colleges single plus one premium. The employee must provide documentation of the deduction annually.

6. Voluntary Dental Insurance – Full-time permanent employees may choose to participate in either a “low plan” or “high plan”. Eligible employees may elect employee only coverage or family coverage. The College will pay for first $15.00 per month of the Dental Premium. The employee pays for any additional cost.

7. Voluntary Vision Insurance – Each full-time permanent employee may elect employee-only coverage or family coverage. The College does not pay any portion of the monthly premium.

8. Accident Insurance – Each full time permanent employee may elect employee-only, employee + spouse, employee + children or employee+spouse+children coverage. The College does not pay any portion of the monthly premium.

3.0090 EMPLOYEE AND BOARD MEMBERS TUITION AND PARTIAL FEE WAIVERS

1. It is the policy of the College to grant an institutional tuition and partial fees waivers to members of the Board of Directors and Board of Trustees and to full-time regular employees, to their legal spouse, legal and children. Legal children are defined as biological, having legal guardianship, and step-children.

2. Waivers are granted after satisfactory completion of employee probationary period (not applicable for Board members).

3. Waivers begin at the start of each semester.

4. The student granted a waiver will be reviewed on a semester basis for must maintain financial aid satisfactory academic progress as defined by the College catalog. Students not
meeting Financial Aid Satisfactory Academic Progress will be reviewed on a case by case basis to determine eligibility.

5. Institutional tuition waivers are considered a resource applied to the student’s financial aid budget.

6. Only Student Activities Fee and Technology Fee will be waived. No other fees will be waived for any type of waiver.

7. Any other type of balance that is not waived will remain on the individual’s account. Examples include but are not limited to lost library books, lost or damaged textbooks, or lost calculator.

8. Waivers will not be granted for amounts in excess of TMCC regular tuition and fee schedule.

3.0100 PAYROLL DEDUCTIONS

All employees shall sign a statement that authorizes the College’s Payroll Department to deduct any monies owed the College from their payroll and/or their accounts payable check(s). All forms can be found on the Human Resources Forms tab at www.tm.edu.

1. Santa Club

Employees have the opportunity to save money for Christmas through by having a payroll deduction for the dollar amount they choose. A Santa Club account can be opened for them based on the information they provide on the account agreement Santa Club account designated form. at a local bank (See Appendix A5-3).

2. Vacation Account

An employee has the opportunity to save money for a vacation through by having a payroll deduction for the dollar amount they choose. A vacation account can be opened for them based on the information they provide on the account agreement Vacation Account designated form. at a local bank (See Appendix A5-4).

3. Roger DeCoteau Scholarship Fund

An employee has the opportunity to contribute to scholarship fund in memory of Roger DeCoteau, a former member of TMCC Board of Trustees.

4. Dollars for Scholars

An employee has the opportunity to contribute to the Dollars for Scholars scholarship fund through payroll deduction (Contributions are 100% tax deductible).

5. 401 K Plan Profit sharing

An employee may change the percentage contribution to their 401(k) by providing written notice to the Accountant Business and Human Resource Office.

6. The College Foundation

An employee may contribute to the College’s Foundation. Contributions are 100% tax deductible.
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3.0110 PAYROLL CHANGE NOTICE

Employees who wish to make changes to their voluntary payroll deductions may do so in writing and submitting it to the Payroll Accountant. Business and Human Resource Office.

5.4.0000 NEW EMPLOYEE PROCESSING PROCEDURE

4.0010 QUALIFICATIONS FOR NEW EMPLOYMENT

The administration will employ persons on the basis of merit and fitness and will avoid favor of discrimination based on race, color, creed, gender, national origin, religion, disabilities, or sexual orientation in its educational programs, admissions, activities, or employment practices. However, the administration shall reserve the right to make inquiry into any employee’s connection with any group or organization which advocates the overthrow of the U.S. Government by force of violence.

1. A new employee will be subject to a background check.
2. A new employee must pass a drug test before employment or contract is offered.
3. The Human Resource Manager in consultation with the supervisor/department head will determine clearance for employment. Disqualification of a candidate will be based on:
   a. Falsification of an application or authorization information.
   b. Unsatisfactory background check as it relates to the position.
   c. Unsatisfactory pre-employment physical or drug test.
4. Appropriate tests may be required to relate qualifications of an applicant to the requirements of a position. Moved to 5.1.0040
5. A new employee is required to complete a medical statement form and will be required to have a physical examination signed by a qualified medical provider stating that the employee is fit to perform their job duties.

4.0020 NEW EMPLOYEES

New employees shall complete required paperwork, forms, and fringe benefit package information on their first day of employment with the Human Resource Manager. All required forms can be found at www.tm.edu. All the following forms if applicable (See Appendix A5-5 to A5-8). New employees will also receive a copy of their specific job description/duties at this time. This shall include a general description of the job and specific duties of the job.

1. Exemption from North Dakota Income Tax Withholding, F-309 (See Appendix A5-5).
2. Department of the Treasurer, Internal Revenue Service Form W-4 (See Appendix A5-6).
4. Confidential Employee History, 05340, 1 (See Appendix A5-8).
4.0030 NEW EMPLOYEE ORIENTATION

New employees will attend an orientation session and be given an orientation and opportunity to ask questions as well as familiarize themselves with the College Personnel Policy Manual. Each employee must sign and date a statement acknowledging that they received information on how to obtain a Policy Manual and read the College Personnel Policy Manual. New employees should contact the Human Resource Manager for appropriate fringe benefit package information.

4.0040 PROBATIONARY PERIOD

New employees are on a probationary basis for the first ninety (90) calendar days of institutional service. During this period, the employee may be released without cause. An individual on probation is not entitled to due process. Based on the employee’s performance evaluation by the supervisor, the probation period may be extended up to an additional thirty (30) calendar days.

Transfer employees who are full time regular, serve a 90 calendar day probationary period. Based on the employee’s performance evaluation by the supervisor, probation may be extended up to an additional 30 calendar days.

4.0050 REINSTATEMENT

A former full-time employee who resigned or separated while in good standing will be allowed credit for prior service in establishing eligibility for employment benefits provided they are full-time status in reemployment and this occurs within one (1) year from last day of employment.

4.0060 POSITIONS CLASSIFICATIONS

Positions are classified on the basis of duties and responsibilities. Class specifications indicate the title, duties, examples of work, and recommended qualifications. These are used as a basis for classifying positions and assigning class titles.

1. The class title of each position is the official title, which is used on payroll records, budget documents, personnel, and other official records and publications. The department may use functional titles for other purposes.

2. The Human Resource Manager is responsible for job analysis, position classification, and maintenance of the job evaluation program. Classification of a position will be reviewed on request of the supervisor or of the employee acting with the knowledge of the supervisor. Before a new position is established, it shall be classified by the Human Resource Manager and receive proper approval by the Board of Directors.

4.0070 TEMPORARY TRANSFERS

5. Persons who desire to apply for a new position at the College are required to make their wishes known through a written notification to their supervisor. *(MOVE TO 5.1.0010)*

6. Full-time regular employees who apply for a position within the College will receive five “in house” preference points. *(MOVE TO 5.1.0010)*
SECTION 5 PERSONNEL POLICY

1. Temporary transfers, not to exceed one year, between departments of staff or faculty are permitted with the approval of the supervisors involved and the President. These will not exceed one year.

2. In the event of transfer, the employee’s accrued leave becomes the obligation of the department to which he/she transfers.

   a. When an employee changes from a lower position to a higher position as defined by the position classification, the employee will start at the salary for the position that is equal to or greater than their present salary based on the salary scale. However, should the employee be hired into a lower position, they will start at grade level for that position. (MOVE TO 5.1.0010)

   b. Transfer employees who are full time regular, serve a 60 calendar day probationary period. Based on the employee’s performance evaluation by the supervisor, probation may be extended up to an additional 30 calendar days. (MOVE TO 5.1.0010)

4.0080 CODE OF CONDUCT

1. INTRODUCTION

   The Turtle Mountain Community College (TMCC) is committed to ethical and professional conduct. The College’s leadership expects that each individual performing any activities on behalf of the College will adhere to those standards in the performance of their duties.

   It is the responsibility of each individual faculty, staff member, or student employee acting on behalf of the College to comply with legal and regulatory requirements, policies, and procedures that apply to their particular duties. In addition, it is the responsibility of supervisors to adequately train individuals and to monitor their compliance.

   There may be instances when a policy or regulation appears difficult to interpret or to apply, in those cases, clarification should be sought through the normal supervisory channels. If necessary, further questions should be directed to the administrative office that has responsibility for the oversight of that policy.

   To maintain the highest standards of business conduct, the College depends on each individual to report known or suspected violations relative to the business of the College. Violations may include but are not limited to such subjects as: applicable federal, state, and tribal laws; regulations; government contract and grant requirements; College policies and procedures; or this Code of Conduct. Failure to report known or suspected violations is in itself a breach of College ethical standards and can lead to discipline, up to and including separation from the College. In addition, making an intentionally false report of a violation will result in disciplinary action.

   Individuals should understand that the College encourages expects reporting of violations and makes available numerous options for reporting. Individuals are encouraged to report violations to their immediate supervisor, but may also report to the administration. College policy states that all reports will be investigated.

   Reports of suspected violations may be made confidentially or anonymously. However, the more information given, the easier it is to investigate the suspected violation. The College will take all appropriate steps to ensure the level of confidentiality desired;
however, sometimes the College’s legal obligations to investigate or address a violation will override the individual’s wish for confidentiality.

In addition to this Code of Conduct, there are multiple College policies and procedures that apply to individuals at the College which also encourage reporting. They can be found on the college website, student handbook and in the catalog.

1. The College’s policy and procedures regarding harassment or discrimination (See 5.30.000 HARASSMENT POLICY).
2. The College’s policy regarding Ethical Conduct in Research, Scholarship, and Creative Activity (See 5.31.000 COPYRIGHT AND ROYALTY PROCEDURES).
3. The College’s policy regarding Student Financial Aid Statement of Ethical Principles and Code of Conduct (See www.tm.edu).
4. The College’s policy regarding Employee Responsibilities and Activities: Theft and Fraud (See 5.4.0080 CODE OF CONDUCT).
5. The College’s policy on Conflict of Interest (See 4.9.000 Board of Trustees Policy Manual II.12.000 CONFLICT OF INTEREST POLICY).
6. Technology use IT Appropriate Use policy (See www.tm.edu).
7. The Student Handbook (See www.tm.edu).
8. The faculty and staff policies (See www.tm.edu).

Reports of conduct/inconsistent with the Code of Conduct will be investigated following the procedures set forth in the above policies.

It is expected that all individuals, employees, comply with this Code. It is expected that faculty and staff employees will try to use good judgment and best efforts to spend the College’s funds including reimbursable expenses. It is expected that individuals employees will not make any false record or communication of any kind. It is expected that individuals all employees will make every effort to communicate completely, accurately, and in a timely manner. It is expected that individuals all employees will only collect that personal information necessary for the College’s business. It is expected that all employees individuals will retain customer information for only as long as required by the College’s record retention schedule. It is expected that access to information will be limited to those with a legitimate business reason to have access.

If it is determined that this Code of Conduct or other policies, regulations, laws, grants, or contracts referenced above have been violated, the offender faculty or staff will be disciplined with penalties up to and including possible termination of employment. In some circumstances, individuals may be subject to civil and criminal charges and penalties.

The College prohibits retaliation against those who participate in reporting or investigating conduct contrary to law and policy. Further, College policies and grievance procedures also prohibit retaliation.

Each new employee will review the College’s Code of Conduct and sign a statement certifying that the employee has read and agrees to comply with the Code.

The College’s policies or documents emphasize the Turtle Mountain Community College’s commitment to ethical and professional conduct.
SECTION 5 PERSONNEL POLICY

This policy will outline employment conduct responsibilities and requirements of personnel of the College.

1. Every employee shall conduct him/herself in a manner to further the College’s mission of providing high quality, professional, courteous, and efficient customer services to all community members.

2. Employees of the College are expected to perform the duties and responsibilities in their position in a manner that upholds the public’s trust and reflects the highest ethical standards.

3. Any employee whose actions violate the College’s Code of Conduct or these procedures may be subject to disciplinary action.

4. The philosophical foundation of the College is embedded in the system of values that stem from the heritage and culture of the Anishinabe people and expressed in the Seven Teachings of the Tribe.

4.0090 NEPOTISM

Relatives of persons currently employed by the college may be hired, but will not be under the direct supervision of the relative. No Program Director or Supervisor shall appoint, hire, promote, advance or advocate the appointment, employment, promotion, or advancement of an immediate family member in which the Program Director or Supervisor is serving.

The term “immediate family” is defined as husband, wife, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, children, step-children, grandparents, and grandchildren.

The college reserves the right to re-assign employees or duties when deemed a prudent business or management practice.

5.5.0000 STAFF SALARY AND WAGE SCALE

5.0010 INTRODUCTION

It is the policy of the College to adopt, maintain, and apply an equitable compensation plan for all employees. All employees are employed to perform the duties set forth in a written position description approved by the governing body. Each position description shall detail the requirements of the position which shall serve as the sole basis for establishing the pay grade of the position. Like positions and classes shall be assigned similar pay grades. Pay grades shall serve as the primary basis for employee compensation. No employee shall suffer any reduction in compensation solely as a result of the adoption of this policy (See Appendix A5-9 Position Grade Evaluation).

5.0015 POSITIONS CLASSIFICATIONS

Positions are classified on the basis of duties and responsibilities. Class specifications indicate the title, duties, examples of work, and recommended qualifications. These are used as a basis for classifying positions and assigning class titles.

1. The class title of each position is the official title, which is used on payroll records, budget documents, personnel, and other official records and publications. The department may use functional titles for other purposes.
SECTION 5 PERSONNEL POLICY

2. The Human Resource Manager is responsible for job analysis, position classification, and maintenance of the job evaluation program. Classification of a position will be reviewed on request of the supervisor or of the employee acting with the knowledge of the supervisor.

5.0020 YEARS OF SERVICE - PREVIOUS EXPERIENCE

1. New full time hires and transfers would be allowed up to three (3) five (5) years of prior directly related experience on their initial placement with supporting documentation. The maximum amount that any employee can be granted is three five steps.

2. In extreme situations, such as difficult to fill positions, a new employee may be hired at a higher level with years of experience considered for a lateral type of placement from a previous job. However, each and every case must be presented to the Board of Directors for approval.

5.0025 EXCEPTIONAL EXPERTISE/HARD TO FILL

1. Definitions:

   Exceptional Expertise – Any candidate who exemplifies expertise for difficult areas to recruit. Any candidate who possesses exceptional expertise in a particular area, with proper documentation, may receive additional compensation with administrative approval.

   Hard to fill / recruit – Positions that are advertised for extended periods of time with no qualified applicants expressing interest.

2. In extreme situations, exceptional expertise and/or hard to fill positions may be considered a factor in salary determination, with approval by the President. Regarding salaries will be utilized in the areas of hard to fill and exceptional expertise. The purpose of the Salary and Wage Schedule is to provide a structure that is more equitable for the personnel at the College. The underlying principle behind equity is that personnel with the same experience and qualifications receive the same compensation. (already stated earlier in section) In these instances, notification to the Board will be given prior to hire.

5.0030 PERFORMANCE EVALUATION

The College expects excellence from every employee in the daily performance of their duties and responsibilities. Their performance is measured through fair and equitable evaluations. The process of evaluation is essential for the continuous and measurable improvement of all employees the employee.

Purpose:

The purpose is to provide a fair and equitable means for employees to be assessed on quality and quantity of work performance; and to improve performance standards and goals.

Objectives:

a. Provide a formal annual review of each employee’s work performance based on their job description.

b. Document work performance of each employee.
c. Identify requirements for training and development of individual employees.
d. Provide professional development as a result of the evaluation.
e. Provide documented basis for salary scale movement.

5. 0010 EVALUATION PROCESS

Annual Employee Evaluation Review

All Evaluation Reviews shall be done by March 15 April 30 of each year. This shall include faculty and staff. All evaluation forms and guides can be found under the Human Resources section on the website (www.tm.edu) and are available by request.

One Month before the Review (by February 15 March 30th):

1. The supervisor will provide written notification to the employee that the annual employee evaluation review will be scheduled.
2. Both employee and supervisor review the current employee job description.
3. The supervisor determines the performance factors that will be rated (a minimum of 6 factors) and, with the employee, develops any additional performance factors (based on the job description or specific duty assignments) that need to be added to the evaluation review form, and shares this information with the employee.
4. The supervisor gives the employee the Self-Evaluation Form to complete within a 2 week time period (by March 1 April 15th).
   a. Each Self-Evaluation Form will have an attached Rating Factor Guide to assist the employee in rating their performance on the identified factors to be rated.
   b. Where useful or relevant, the employee will provide their supervisor examples to support the rating.
   c. The employee returns the completed Self-Evaluation Form to the supervisor.

Two Weeks before the Review Day (starting March April 15th):

5. Using the job description and Self-Evaluation Form, the supervisor prepares the written review using the Employee Evaluation Review Form. The supervisor will rate each performance factor as “Outstanding,” “Exceeds Requirements,” “Competent,” “Requires Improvement,” or “Unsatisfactory.” The supervisor will schedule the review date, time, and location with the employee. The following process will be followed:
   a. Rate all a minimum of six (6) performance factors by checking the appropriate rating block. If a factor does not apply to the work requirements of this position, check the “Factor Not Applicable” box.
   c. Written comments are required for all factors.
   d. Complete the “Overall Employee Rating” section according to the factor ratings and by assessing the overall effectiveness of the employee’s job performance during the rating period.

Employee Evaluation Review Day (by March 15 April 30th):

Section 5-20
6. The supervisor and employee meet for the employee evaluation review. The employee is given an opportunity to provide comments, the required signatures are collected on the form, and photocopies are made for the employee and supervisor with the original sent to the Human Resource (HR) Department for filing in the personnel file.
   a. If all ratings were “competent” or above, the employee has completed the review.
   b. If any ratings are below “competent”, the employee is required to proceed to follow-up (See section 8).

Follow-Up (if needed):

7. If any ratings were below “competent”, the employee shall have 120 calendar days to improve performance. The supervisor and employee will discuss specific goals and expectations. A written plan of improvement will be completed and signed by both parties. If an employee refuses to sign they are recommended for termination. A midpoint progress meeting will be scheduled within the first 60 calendar days.

8. A mid-point meeting will be held, progress is updated, and next steps are planned. A final meeting, within the 120 calendar days, will be scheduled. Coaching and performance monitoring will continue to the end of the 120 calendar days.

9. The final progress meeting is held. If the employee has made “competent” progress in areas of concern; the Follow-Up Form is signed by both parties, and the original is given to the HR. The data is entered into the tracking system by the HR Department.
   a. If the employee has not made “competent” progress, the supervisor will schedule a meeting to include the supervisor, employee, and HR Director to discuss employment options. The employee maybe recommended for termination.

Probationary Employees

Each new employee is placed on a 90 calendar day probation period. Each new employee shall receive an orientation that consists of, at a minimum, institutional mission, goals, and processes, and a review of the job description and responsibilities. The supervisor shall be responsible for the orientation, in coordination with the HR department.

The following timeline marks key days for probationary employees:

Day 0 (Begin Employment) \( \rightarrow \) by Day 45 (Mid-Point Review) \( \rightarrow \) beginning Day 60 (Written Notification to Probationary Employee) \( \rightarrow \) by Day 80 (Review is held, decision is made) \( \rightarrow \) Day 90 (end of probation)

Mid-Point Review (by Day 45):

1. The supervisor will provide written notification to the employee that the mid-point employee probationary review is upcoming. The supervisor will schedule a meeting.

2. The mid-point meeting is held, progress is updated and next steps are planned. A final meeting, within the 35 calendar days, is scheduled. Coaching and performance monitoring continue to the end of the 45 calendar days.

One Month before the end of the Probationary Period (beginning Day 60):

Section 5-21
3. The supervisor will provide written notification to the employee that the employee probationary review is upcoming with the date, time, and location.

4. The supervisor reviews the job description that was given to the employee at the time of hire.

5. Using the job description and observations, the supervisor prepares the written review using the Employee Evaluation Review Form. The supervisor will rate each performance factor as “Superior,” “Exceeds Requirements,” “Competent,” “Requires Improvement,” or “ Unsatisfactory.” The supervisor will schedule the review date and time with the employee.
   a. Rate performance factors by checking the appropriate rating block. **If a factor does not apply to the work requirements of this position, check the “Factor Not Applicable” box.**
   b. A Rating Factor Guide follows each review form to assist in giving an accurate assessment of performance.
   c. Written comments are required for any and all factors.
   d. Complete the “Overall Employee Rating” section according to the factor ratings and by assessing the overall effectiveness of the employee’s job performance during the rating period.

Two Weeks before the end of the Probationary Period (by Day 80):

Probationary Review Day:

6. The supervisor and employee meet for the probationary review. The employee is given an opportunity to provide comments, the required signatures are collected on the form, photocopies are made for the employee and supervisor, and the original is sent to the Human Resource Department for filing in the personnel file.
   a. If all ratings were “competent” or above, the employee is finished with the review.
   b. If any rating is below “competent”, consultation with the HR Department is recommended.

7. HR Tracking.
   Each department will participate in review tracking. HR Department will input data from the employee evaluation review into the system.

Follow-Up:

8. If areas for improvement were identified and after consultation with the HR Director, and the department elected to retain the employee, the supervisor shall, no later than 90 calendar days, complete the Follow-Up Form.

9. The supervisor and employee will discuss specific goals and expectations. The written plan of improvement will be completed and signed by both parties. A midpoint progress meeting will be scheduled within the first 45 calendar days.

10. The midpoint meeting is held and progress is updated and next steps are planned. A final meeting, within the 90 calendar days, is scheduled. Coaching and performance monitoring continue to the end of the 90 calendar days.

Section 5-22
11. The final progress meeting is held. If the employee has made “competent” progress, the Follow-Up Form is signed by both parties and the original is sent to the HR Department. The data is entered into the tracking system and the next annual review is scheduled.

   a. If the employee has not made “competent” progress, the supervisor will schedule the final meeting between the supervisor, employee, and HR. The employee is recommended for termination.

**Evaluation Forms**

(See Appendix A5-10 to Appendix A5-13).

### 5.6.0000 FACULTY APPOINTMENTS

#### 6.0010 PROCEDURE

The procedure leading to appointment of a faculty member (See 5.1.0000).

#### 6.0020 TERMS OF EMPLOYMENT

The general terms and conditions of employment of the faculty will be stated in writing, and a copy of the employment contract will be supplied to the faculty member. Any subsequent extensions or modifications of the employment and any special understanding or any notices incumbent upon either party shall be confirmed in writing and a copy given to the faculty member. Each faculty member will be advised at the time of initial employment of the institutional process for evaluation of faculty. This may be accomplished by a published description of the process in this manual.

#### 6.0030 TIME DEADLINES FOR LETTER OF INTENT

The institution shall make a reasonable effort to notify faculty members of the conditions of their renewals by April 15, and no later than May 1. Failure to provide this information shall not result in an automatic award of a renewed appointment, but a faculty member not receiving such information after a request to the President may appeal to a Special Review Committee for assistance in securing a response. Failure by a faculty member to accept the terms and conditions within one month of the date they were offered, shall relieve the institution of any obligation to reappoint the faculty member. Once a Letter of Intent is received by Human Resources stating the faculty member will not return the following academic year, applicable benefits will cease following benefit guidelines.

#### 6.0040 NONRENEWAL OF FACULTY

In all cases, written notice of non-renewal shall be given to the faculty member in advance of the expiration of his/her contract, as follows:

1. No later than April 15 March 1 of the academic year if the contract expires at the end of that academic year; or, if a one-year contract, the appointment must be terminated during the academic year.

2. **Non-renewal**: When a decision not to renew an appointment has been reached, the faculty member involved shall be informed of that decision in written form by the President body or individual making the decision, and if the faculty member so requests, he or she will be advised of the reasons which contributed to that decision. The faculty member may also request a reconsideration of the decision by the deciding body and a written confirmation of the reasons given in explanation of the non-renewal.
3. Peer Review Committee – In so far as the faculty member alleges that the non-renewable decision was based on inadequate consideration, a Peer Review Committee shall review the faculty member’s allegations and determine whether the decision was the result of inadequate consideration in terms of relevant standards of the institution. If the Peer Review Committee believes that adequate consideration was not given, it shall request reconsideration, indicating the aspects in which it believes the consideration may have been inadequate.

The Peer Review Committee shall provide copies of its findings to the faculty member, the recommending body or individual, the President, and other appropriate administrative officers.

4. Grievance procedures – If a faculty member alleges that the non-renewal decision was based significantly on considerations of academic freedom, rights guaranteed by the United States Constitution, or right previously conferred by written agreement, the allegation shall be given preliminary consideration by a Peer Review Committee.

This committee shall seek to settle the matter by informal methods. A statement that the faculty member agrees shall accompany the allegation to the presentation, for the consideration of the faculty committees or such reasons and evidence as the institution may allege in support of its decisions. If the difficulty is unresolved at this stage, and if the Peer Review Committee so recommends, the matter shall be heard by the Board of Directors. The faculty member making the complaint shall be responsible for stating the grounds upon which it is based, and the burden of proof shall rest upon the faculty member. If the faculty member succeeds in establishing a prima facie case before the Board of Directors, it shall be incumbent upon those who made the non-renewal decision to come forward with evidence in support of their decision.

6.0050 TERMINATION OF APPOINTMENT BY A FACULTY MEMBER

A faculty member may terminate an appointment effective at the end of the academic year, provided that he or she gives notice in writing at the earliest possible opportunity, but no later than May 1, or one month after receiving notification of the terms of an appointment for the coming academic year, whichever date occurs later. The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where they would otherwise be denied substantial professional advancement or other opportunity.

6.0060 DISMISSAL DURING A CONTRACT PERIOD

The College, only for adequate cause, may affect dismissal of a faculty member before the end of the specified term. Adequate cause shall be defined to include the following behaviors: (1) Demonstrated incompetence or dishonesty in teaching or research, (2) Substantial and manifest neglect of duty, (3) Personal and moral conduct which substantially impairs the individual’s fulfillment of his institutional responsibilities, (4) A physical or mental inability to perform assigned duties, and (5) Failed or refusal of drug screen or test.

1. Schedule of written notice for dismissal - A faculty member selected for dismissal under this section shall be given written notice of dismissal citing reasons for such dismissal.
2. Pending final decision of dismissal, the faculty member may be suspended or placed on administrative leave with or without pay (See section 5.25.0000 for Grievance Policy.

3. Administrative actions other than dismissal. If the administration determines the conduct of faculty member, although not constituting grounds for termination, dismissal or justified imposition of a sanction, the faculty member must be informed in writing of the sanction. No faculty member shall be subjected to demotion in status or reduction in salary.

4. Other requirements for termination or dismissal – The termination or dismissal of any faculty member will not become final until the following steps have taken place in the order listed: (1) Notification of intent to terminate or dismiss, and (2) The faculty member has been informed of rights of due process and given an opportunity to answer the charges and to have representation at the employee’s own expense.

5. Budget restrictions – Budget restrictions may require a reduction in force. The College reserves the right to implement budget adjustments when faced with funding restrictions.

5.6.0070 ADMINISTRATIVE ACTIONS OTHER THAN DISMISSAL

1. Administrative actions other than dismissal- If the administration determines the conduct of faculty member, although not constituting grounds for termination, dismissal or justified imposition of a sanction, the faculty member must be informed in writing of the sanction. No faculty member shall be subjected to demotion in status or reduction in salary.

2. Budget restrictions - Budget restrictions may require a reduction in force. The College reserves the right to implement budget adjustments when faced with funding restrictions.

5.7.0000 FACULTY SALARY AND WAGE SCALE

7.0010 INTRODUCTION

The purpose of the Faculty Salary and Wage Scale is to provide an equitable salary structure at the College. The underlying principle is that personnel with the same level of education, experience, and qualifications should receive the same compensation.

The level of education on the Faculty Salary and Wage Scale is divided into three categories: Non-Master, Master, Specialist, and Doctoral.

This scale was adopted and became effective July 1, 2014 and supersedes all other faculty scales.

7.0020 SALARY DIMENSIONS

The salary scale has one two dimensions. Both new and current full-time faculty will be placed on the salary scale based on criteria spelled out in the Faculty Salary and Wage Scale.

7.0030 SALARY AND WAGE SCALE

(See Appendix A5-14 to A5-15).
SECTION 5 PERSONNEL POLICY

7.0040 PREVIOUS EXPERIENCE / EXCEPTIONAL EXPERTISE

.0041 PREVIOUS EXPERIENCE

New full-time hires with a master’s or doctoral degree and possessing prior post-secondary full-time annual academic teaching experience will be given credit, year for year, up to three (3) years (step 4 on the salary scale). 7.0041 & 7.0042

New full-time hires who have had officially issued full-time teaching contracts from non-post-secondary institutions while holding a master’s or doctoral degree will receive 25 percent credit for placement on master’s scale with a maximum cap of five years (step 4 on the salary scale).

Administrative discretion regarding salaries will be utilized in the areas of exceptional expertise. The purpose of the Salary and Wage Schedule is to provide a structure that is more equitable for the personnel at the College. The underlying principle behind equity is that personnel with the same experience and qualifications receive the same compensation.

Administrative discretion regarding salaries will be utilized when positions are deemed hard to fill.

.0042 EXCEPTIONAL EXPERTISE

- In extreme situations, exceptional expertise and/or hard to fill positions may be considered a factor in salary determination, with approval by the President. In these instances, notification to the Board will be given prior to hire.
- Each and every case must be presented to the Board of Directors for approval notification prior to implementation.
- Current and new faculty without a Master degree but who are in a specialized area of expertise with certification in Ojibwa Language from the Education Standards and Practice Board will be placed at the first level on the Master scale provided they have administrative approval.
- Current and new faculty without a Master degree but who possess exceptional expertise in a particular area, with proper documentation, will be placed on the Master scale provided they have administrative approval.

7.0041 SALARY SCALE MOVEMENT

Employees may move through the salary scale after one (1) full year in a position if the following are met: a satisfactory performance evaluation conducted (overall competent average rating), recommendation by supervisor, and concurrence of the President (based on availability of funds).

7.0050 TMCC EXPERIENCE

Experience at the College will be computed using the following formula:

1. The number of days in the contract year is 198. From the date of employment, determine the number of remaining contract days to the end of the contract period; and then divide the remaining number of contract days by the number of days in the contract year to get a percentage. If the percentage is fifty percent or more, one year of experience will be given, if the percent is less than fifty percent, no credit for experience will be given.
2. The President, with the concurrence of the Board of Directors, will determine applicable previous experience and date of employment. Employees will have the right to a hearing process as established by the Board if the employee feels that the determination was inaccurate.

3. Faculty who have a master’s degree who were employed prior to July 1, 2004 will retain their current experience status as indicated by their current placement on the salary scale that was in place on June 30, 2004.

7.0060 EXCEPTIONAL EXPERTISE

Administrative discretion regarding salaries will be utilized in areas of exceptional expertise. The purpose of the Salary and Wage Schedule is to provide a structure that is more equitable for the personnel at the College. The underlying principle behind equity is that personnel with the same experience and qualifications should receive the same compensation.

All salary adjustments must have prior approval by the Board of Directors.

Definition: Any candidate, who exemplifies expertise for difficult areas to recruit, shall be given consideration of a one-time higher salary above the institutional salary scale which can/will be negotiated and approved by the Board of Directors.

7.0070 PLACEMENT ON FACULTY PROFESSIONAL STATUS SCALE

For placement on Faculty Professional Status Scale (See Appendices A5-14 to A5-15).

7.0080 ADJUNCT FACULTY

1 Credit = $1,050
2 Credit = $1,450
3 Credit = $1,850
4 Credit = $2,250
5 Credit = $2,650

Note: Adjunct faculty with fewer than 10 students in a course will be paid on a percentage basis or at a rate determined by the Dean of Academic Programs.

5.8.0000 CAREER and TECHNICAL EDUCATION SCALE

8.0010 INTRODUCTION

The purpose of the Career and Technical Education Salary and Wage Scale is to provide and equitable salary structure at the College. The underlying principle is that personnel with the same level of education, experience, and qualifications should receive the same compensation.

This scale is effective July 1, 2004 and supersedes all other Career and Technical Education personnel scales.

8.0020 SALARY DIMENSIONS

The salary scale has one dimension. Both new and current full-time Career and Technical Education personnel will be placed on the salary scale based on criteria spelled out in the following Career and Technical Education Salary Scale.
SECTION 5 PERSONNEL POLICY

--- 8.0030 SALARY AND WAGE SCALE

(See Appendix A5-16).

--- 8.0040 PREVIOUS EXPERIENCE

.01 New full-time hires that come into the institution with prior post-secondary full-time annual academic teaching experience will be given credit, year for year, up to 5 years.

.02 New full-time Career and Technical Education personnel who have officially issued full-time teaching contracts from non-post-secondary institutions will receive 25% credit for placement on the scale. For example, new Career and Technical Education personnel with four years prior teaching experience will be placed at year one on the scale with a maximum cap of five years (step four on the salary scale).

--- 8.0050 TMCC EXPERIENCE

Experience at the College will be computed using the following formula:

1. The number of pay periods in a contract year is 20. From the date of employment, determine the number of remaining contract days to the end of current contract period; and then divide the remaining number of contract days by the number of days (10 x 20 pp = 200 day) in the contract year to get a percentage. If the percentage is fifty percent or more, employees are eligible for a salary increase effective beginning the next contract year.

2. The President or his/her designee with the concurrence of the Board of Directors will determine applicable previous experience and date of employment. Employees will have the right to a hearing process as established by the Board if he/they feel that the determination was inaccurate.

3. Faculty who were employed prior to July 1, 2004 will retain their current experience status.

--- 8.0060 EXCEPTIONAL EXPERTISE

Administrative discretion on Exempt Support and Support Staff salaries should be implemented in areas of exceptional expertise. The purpose of the Salary and Wage Schedule is to provide a structure that is equitable for the personnel at the College. The underlying principle behind equity is that personnel with the same experience and qualifications should receive the same compensation.

All must have prior approval by the Board.

Definition: Any candidate, who exemplifies expertise in a difficult to fill area, shall be given consideration of a one-time higher salary above the institutional salary scale which can/will be negotiated and approved by the Board of Directors.

5.9.0000 PERSONNEL STAFF ANNUAL SALARY NOTIFICATION

9.0010 SALARY NOTIFICATION

Personnel salary notifications follow approved salary scales. The salary notification year is from July 1 to June 30 for the non-teaching staff. For faculty, teaching staff the contract year will
begin on the date the faculty are called back to work (normally the last week of August and continue for 198 days, normally the third week in May).

1. The President, Vice President, Comptroller, and Human Resource Manager and Faculty are excluded and will be issued contracts.

2. The President or a designee is responsible for signing contracts.

3. Upon approval of the President’s contract by the Board of Directors, the Board Chair will sign the President’s contract.

4. The President negotiates and signs the Vice President’s contract.

5. To be eligible for a pay increase, an employee needs to have been a TMCC employee for at least 6 months plus 1 day.

9.0020 INITIAL FORMS

Initial forms are located in the new employee processing procedure (See ‘New Employee Processing Procedure, section 5.4.0000’).

9.0030 TIME SHEETS

Part time, temporary employees, work-study and tutors will submit a signed time sheet form on the Monday prior to each pay day. Timesheets must have the employee and supervisor signature prior to submission.

Time sheets are required of temporary employees, work-study, and tutors. Time sheets must also be signed by the employee to show they agree with it and to present and certify the precise reason why sick or annual leave was taken. In case of absence of the employee, the immediate supervisor may initial the employee signature line where the staff member signs, any change must be requested in writing by the employee and approved by the immediate supervisor. Time sheets shall be submitted on each scheduled payday. (See Appendix A5-17).

9.0040 SUPERVISORY Approved Time/Effort and Attendance LEAVE REPORTS

Full time exempt and non-exempt employees will submit the Supervisory Leave Report Supervisor Approved Time/Effort and Attendance Report form on the Monday prior to each pay day. Timesheets must have the employee and supervisor signature prior to submission. In case of absence of the employee, the immediate supervisor may initial the employee signature line where the staff member signs, any change must be requested in writing by the employee and approved by the immediate supervisor. Time sheets shall be submitted on each scheduled payday.

9.0050 PAYROLL CHECKS

Payroll is prepared based upon contracts, salary notifications, and authorized deductions.

1. The time sheets and checks shall be reviewed and signed on each scheduled payday. The paychecks shall require the signatures of two authorized check signers.

2. Time sheet forms are shall be printed and filed in the Payroll Office.

3. All employees may elect are required to utilize direct deposit by completing the appropriate form.
4. An itemized statement of all deductions from the staff member’s wages accompanies each paycheck. This information can be accessed by the employee through the online employee portal.

9.0060 PAY DAY

Payroll checks are distributed every two weeks. The direct deposits will be deposited into the employees’ accounts on Thursday of pay week, and the check distribution will be made directly to the employee no sooner than the Friday of pay week.

9.0070 PAYROLL SCHEDULE

The Payroll Schedule is located on the TMCC website. (See Appendix A5-18.)

9.0080 SCHEDULED HOLIDAYS

During the calendar year, under normal conditions, the staff employees will observe the following legal holidays listed below. When a holiday falls on Sunday, the following Monday is observed. When a holiday falls on Saturday, the Friday preceding shall be observed.

- College Founding Day - 2nd Monday in October
- Veteran’s Day - Same date as Federal
- Mitchif Day - early November
- Thanksgiving Day - 4th Thursday in November
- Christmas Day - December 25
- New Year’s Day - January 1
- Martin Luther King, Jr. Day - 3rd Monday in January
- President’s Day - 3rd Monday in February
- Good Friday and Monday following Easter
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - 1st Monday in September

1. In most cases, academic calendar is not scheduled in conflict with the above recognized holidays. When a holiday falls on Sunday, the following Monday is observed. When a holiday falls on Saturday, the Friday preceding shall be observed.

2. Leave for special religious holidays may be observed with the advance approval of the supervisor and President.

3. The supervisor may allow leave during student breaks. Such leave shall be charged to earned annual leave or taken without pay.

9.0090 BUDGET RESTRICTIONS 5.6.0070

The College reserves the right to implement budget adjustments when faced with funding restrictions. (TRACY)
SECTION 5 PERSONNEL POLICY

5.10.0000 WORK SCHEDULE

10.0010 NORMAL WORK DAY: Week

The normal work week for all employees is Monday through Friday, will be between 8:00 a.m. and to 4:30 p.m. with a one-half hour lunch break. Hours may vary if circumstances warrant a change in the scheduled work hours, upon supervisor approval.

10.0020 OVERTIME

Non-exempt employees shall be are required to account for time worked on an hourly and fractional hourly basis and are to be compensated for qualified overtime hours at the premium (time and one half) rate. Overtime hours must have prior approval through formal request from the supervisor with the President’s concurrence. With prior arrangement from the supervisor and President or designee, support non-exempt personnel working beyond the normal work day will be allowed equivalent release time to be taken within the month. (HOLLY)

10.0030 BREAK PERIOD

An employee will be allowed break periods of 15 minutes each half day to be arranged with the supervisor. Omitting the break period may not shorten the workday. (move to 5.10.000)

5.11.0000 ABSENCE AND LEAVES

11.0010 ABSENCE AND LEAVES

1. Planned absences of more than a week in duration shall must be requested of approved by the immediate supervisor. The Leave Request Form shall must be submitted two weeks in advance of such absence. Leave requests of more than two consecutive weeks need to must be submitted and approved by the Supervisor and the President.

2. Leave requests of one day or less in duration shall be requested at least three days in advance (when possible). Exception: If an emergency warrants, discretion will be used.

3. Failure to report absences and leave is a form of fraud and will result in disciplinary action. The disciplinary action taken can range from a letter of reprimand, suspension without pay, or termination. The length of the absence(s) and the number of offenses will be considered in determining the appropriate disciplinary action.

4. To receive holiday pay, you have to be paid for at least 24 hours during that week (hours worked and/or paid leave).

5.12.0000 SICK LEAVE

12.0010 SICK LEAVE

Sick leave is a benefit granted by the College to full-time permanent staff employees of 40 hours or more per week and is not a benefit to be used for vacation. It is an insurance benefit that allows employees to build a reserve of days they can use for extended illnesses. Excess abuse of this privilege may be grounds for termination.

1. Sick leave is earned on the basis of continuous service from date of employment for all employees that are eligible for annual leave.

2. Sick leave accrues on the basis of 4 hours per pay period with unlimited accumulation; however you must be paid for at least 24 hours during each week to earn sick leave.

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3. The College may require medical verification of illness may be required.

4. The employee utilizing sick leave should call within the first half hour of work or arrange for a relative or friend to notify their supervisor.

5. When a holiday occurs during a paid sick leave, the holiday is not considered a day of sick leave.

6. No payment will be made for accumulated sick leave upon termination of employment when an employee terminates their employment.

7. Upon ending employment, the College shall be reimbursed for any unauthorized or unearned sick leave taken or it shall be deducted from the employee’s last paycheck. If the employee does not have sick leave, they will be required to use their annual leave. If the employee does not have either, leave without pay will be used.

8. Unsolicited sick leave can be donated. An employee can receive sick leave from fellow employees for a period of actual need not to exceed 30 calendar days or a maximum of 160 hours per year. Request must be in writing and approved by the supervisor with concurrence of the President. See 12.0020

9. Unless an approved leave of absence has been granted, an employee who is off the payroll for one year shall lose unused sick leave.

10. Sick leave is to be used for the employee’s medical and dental appointments and illness. Sick leave may also be used to take immediate family members under your care to appointments or to care for them in time of illness (See Family Friendly Act Provision).

11. Employees will be credited with hours or days worked for time when they are on sick leave.

12.0020 SICK LEAVE DONATION POLICY

Employees of TMCC can request consideration for unsolicited donation of sick leave through their immediate supervisor, once all other accumulated leave is exhausted. If the supervisor concurs with the request, the supervisor will make a written request for approval by the President. The President will inform all employees of approved requests. Donated sick leave must not exceed 30 calendar days or a maximum of 160 hours per year.

5.13.000 ANNUAL LEAVE

13.0010 ANNUAL LEAVE EARNED INFORMATION

1. Annual leave taken is computed in ½ hour increments.

2. Annual leave with pay for 12 month employees is earned on the basis of continuous service from the date of employment as follows:

   Four Hours Per Pay Period – 1st thru 5th year
   Six Hours Per Pay Period – 6th thru 11th year
   Eight Hours per Pay Period – 12 Years and Over of Service

3. All employees hired prior to July 1, 2000, currently earning 10 hours annual leave are exempt from the above.
SECTION 5 PERSONNEL POLICY

4. To earn Annual Leave, you must be paid for at least 24 hours during each week.

13.0020 ANNUAL LEAVE USE

1. After July 1, 2001, leave will be carried over into the following calendar year.

2. Each employee will be required to use all leave in excess of 240 hours by December 31 of each year or lose it.

3. When a holiday occurs during annual leave, the holiday is not considered to be a day of annual leave.

13.0030 ANNUAL LEAVE CARRY FORWARD

1. Employees will be allowed to carry over the maximum of 240 hours at the end of the calendar year. All annual leave in excess of 240 hours at end of calendar year will be lost (Use or lose will be in effect).

2. At the end of each calendar year, the Business Office will determine each employee’s leave balance.

13.0040 LEAVE PAYOUT UPON TERMINATION

1. When an employee terminates employment after three months of continuous service, the employee will be encouraged to use all accrued annual leave. If this is not possible, the employee will be compensated an amount equal to their hourly rate of pay (at the time their employment is terminated) times the number of hours of their current annual leave balance.

2. In case of death, an employee’s beneficiary will be entitled to payment of all current earned and unused annual leave, less appropriate taxes.

5.14.0000 LEAVE REPORT

14.0010 PURPOSE

1. The purpose of the Leave Report Supervisor Approved Time/Effort and Attendance Report is to insure that all absences are reported to the Business Office on a timely basis. This will allow the Business Office to report leave balances more accurately. It is the responsibility of the employee and supervisor to insure that all absences are reported.

2. The information requested on the form is as follows: Name, Social Security Number, Department, Pay Period, and Pay Period beginning date and ending date, funding source, and Time and Effort Description. This information can be taken from the Pay Period Schedule for the current calendar year.

3. The entries in a date column are the dates corresponding to the DAY in the Day column for the first or second week of the pay period. The entries in the HOURS LEAVE BY TYPE column are the number of hours of leave to be charged and the appropriate Leave Code.

4. The Supervisor’s Report Supervisor Approved Time/Effort and Attendance Report is to be signed by both the employee and the supervisor to acknowledge the leave and to attest to the accuracy of the entry.

5. The Supervisor’s Report Supervisor Approved Time/Effort and Attendance Report is to be submitted to the Business Office no later than the close of business on the Monday following the end of a pay period.
6. **LEAVE REPORT** (See Appendix A5-19).

14.0020 **FILING OF LEAVE RECORDS**

The Human Resource Manager or his/her designee Business Office shall maintain a current file of all leave records. The Human Resource Manager shall maintain a current leave file of all leave records and make them available to the employee.

5.15.0000 **ADMINISTRATIVE LEAVE**

1. **BEREAVEMENT LEAVE**

   Absence from work because of death in the family may be excused without loss of pay for a maximum of three days. The term “immediate family” shall include husband, wife, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, children, including step-children, grandparents, and grandchildren of the employee. In cases of death in the employee’s extended family, absence from work may be excused without loss of pay for a period of one day for an in-state funeral and three days where interment is out-of-state. The extended family shall include sister-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parents, foster children, and aunts, uncles, nieces and nephews of the employees. The College may require verification.

2. **FUNERAL LEAVE**

   An employee may be allowed leave without loss of pay because of a death of a friend or a relative not designated as part of the immediate or extended family. Funeral leave may be allowed up to four hours with supervisor’s approval. Funeral Leave cannot be used in conjunction with Bereavement Leave.

3. **MATERNITY/PATERNITY LEAVE**

   Fifteen days of leave with pay may be granted to women and men immediately prior to or following delivery. The leave must be taken consecutively. Maternity/paternity leave will be granted only after three months of full-time, permanent employment. Annual leave and sick leave may also be used for pregnancy and delivery. Maternity/paternity leave cannot be accumulated. Five days of leave with pay will be granted to men immediately prior to or following partner’s delivery.

4. **LEAVE OF ABSENCE**

   An employee may be granted an approved unpaid Leave of Absence for up to one full year or twelve consecutive months with assurance of reinstatement to the same position or to other employment pending available funding. A reasonable notice will be given. Employees who do not apply for reinstatement within the time specified will be automatically terminated.

5. **JURY DUTY**

   An employee may be allowed leave with pay for jury or other legal duty when subpoenaed for such services. The employee may retain any compensation received for such duty.

6. **COURT APPEARANCES**

   An employee who is personally interested in or party to a criminal or civil action or who voluntarily appears as a witness must charge his absence against earned annual leave or take leave without pay. If an employee is subpoenaed (involuntary), the employee will not be charged leave.

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7. MILITARY LEAVE

The Uniformed Services Employment and Reemployment Rights Act (USERRA) enacted in 1994 covers all civilian employers and prohibit employment discrimination against members of the “Uniformed Services.” The term Uniformed Services means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Services, and any other category of persons designated by the President in time of war or emergency.

Particularly important for employers to understand a military crisis is that USERRA provides Uniformed Services members significantly enhanced job security.

Regular full-time and regular part-time employees who are members of any “Uniformed Service” will be allowed leave without pay for required training or duty. The leave will be allowed according to USERRA.

Reinstatement of Employment: the employee must return to work within the specified period according to USERRA after they are relieved from the military service. The following criteria apply:

- What date he/she gave notice to the employer prior to leaving;
- The cumulative period of active service did not exceed the initial request/requests;
- The employee was not dishonorably discharged from the military; and
- The employee reported back to the civilian job in a timely manner.

8. COMMUNITY SERVICE

Because Community service positively influences accreditation, and employees are encouraged to perform community service. An employee is allowed to charge 4 hours per pay period as paid community service hours, with prior supervisory approval. Employees performing community service after hours are encouraged to report the activity to the supervisor (See Appendix A5-20).

9. STORM DAYS

Official closing of the College during periods of severe weather will be announced over local radio stations (KEYA and KBTO) and via the ALERTNOW system when necessary by the President, Vice-President, or designee.

ESSENTIAL POSITIONS: Essential employees are crucial to the College in times of natural disasters or a state of emergency. These positions would be required to maintain the College during these events. These positions are identified as the President, Vice President, IT Department, Comptroller and Security and Facilities personnel. These positions are a part of the Emergency Management Plan (See Section 5.33.0000).

5.16.0000 FAMILY AND MEDICAL LEAVE ACT

The federal Family and Medical Leave Act of 1993 provides workers up to 12 weeks of UNPAID and job-protected leave for certain family and medical reasons.
To be eligible for leave under the act, a worker must have worked for the same covered employer for a total of 12 months, and must also have worked for a total of 1,250 hours or more in the previous 12 months.

TMCC may provide unpaid medical/family leave to eligible employees who are temporarily unable to work due to a medical disability, to care for the employee’s child after childbirth, or placement for adoption or foster care, or assist an immediate family member with an illness or disability (A family member for the purpose of this policy, shall be defined as the employee’s spouse, son, daughter, or parent, including step-family relationships, household members and people under the employees care or guardianship).

The employee must be a regular full-time employee or regular part-time employee to be eligible for medical/family leave. As soon as an eligible employee becomes aware of a need for a medical/family leave of absence, preferably 30 days in advance when foreseeable, he/she must provide a satisfactory statement from a physician that verifies the existence and nature of the medical disability. The statement will contain the approximate date the leave is expected to begin, its anticipated duration, and the date the employee can be expected to return to work. Any changes in this information should be promptly reported to their supervisor. Failure to provide advance notice or medical certification as requested above may result in the denial of the leave request.

Eligible employees may be granted leave for the period of the disability, up to a maximum of twelve (12) weeks. Employees may use any accumulated sick and annual leave prior to the effective date of the medical/family leave.

The employer will continue to pay its share of the medical insurance benefits for the duration of the leave, not to exceed twelve (12) weeks. Employees must make arrangements with the TMCC to pay their portion of the medical insurance or other insurance premiums in force during the medical/family leave. Failure of the employee to make their share of these premium payments may result in the cancellation of coverage by the insurance carrier.

Accrual for benefits calculations, such as sick leave, annual leave, etc. will be suspended for the duration of the medical/family leave.

Before returning to work from medical/family leave, an employee may be required to provide a physician’s verification that he/she may safely return to work. Employees returning from medical/family leave will return to their former position. If an employee fails to report to work at the expiration of the approved leave period, TMCC will assume that the employee has resigned and reserves the right to recover all of its costs associated with medical and other insurance benefits during the time of the leave.

5.17.0 LEAVE WITHOUT PAY
1. Leave without pay will be granted for the following reasons: 1) an employee has exhausted all other leave 2) an employee did not sign appropriate leave and was AWOL from duties, and 3) an employee requests time off for personal reasons.
2. Leave without pay may be authorized by the supervisor for a period of less than 21 working days. The supervisor shall send copies of such leave authorization to notify the President, the Business Office, and Human Resource Manager, the immediate supervisor, and for the employee’s personnel file.
3. Leave without pay for more than 21 days shall require written approval from the President.
SECTION 5 PERSONNEL POLICY

4. Failure of an employee to report for duty on expiration of leave without pay is cause for automatic termination.

4. Leave of absence will be granted with assurance of reinstatement to the same position or to other employment pending available funding. A reasonable notice will be given. Employees who do not apply for reinstatement within the time specified will be automatically terminated. See 5.15.000

5. Employees while on leave shall retain their years of service rights and accumulated benefits but shall earn no additional benefits.

6. Employees while on Leave Without Pay are in a non-pay status and do not earn Annual or Sick Leave.

5.18.0000 DEVELOPMENTAL LEAVE/RELEASE TIME

The purpose for “Developmental Leave” is to enhance the goals and objectives of the College and to improve the knowledge, skills, and abilities of employees who chose to do so. The purpose of “Release Time” is to allow employees who meet the required criteria, to receive time off from work to pursue types of training and/or college classes to improve their knowledge, skills, and abilities, which will in turn enhance the goals and objectives of the College which would not fall under the category of “Developmental Leave”.

1. Eligibility - Upon approval by the supervisor, affirmation from the President, and final approval by the Board of Directors; a full-time employee who has worked at the College for three consecutive years or three consecutive contract years may be eligible for twelve months of developmental leave. If the position does not require the degree being sought, the institution will not pay for the cost of training.

2. Application Procedure - Prior to leave being granted, a formal proposal must be developed in writing explaining in detail the purpose of the developmental leave. Employees seeking developmental leave must make their intentions known to the College administration before the December All Day Board Meeting. The proposal is due for the Board’s consideration by the December meeting of each year or 160 days before the leave is to begin. The proposal shall present a clear and detailed narrative and must include the following:

   (1) Purpose;
   (2) Dates to be considered;
   (3) Cost to the College, Applicant, and Other financial resources;
   (4) Alternative ways of handling distribution of work responsibilities, if applicable;
   (5) List of courses in the program of study to be taken;
   (6) How the leave will benefit the institution; and
   (7) Signed contract to return to the institution upon completion of the developmental leave.

3. Signed contract – A contract shall be signed by the employee to return to the institution for a two year period of time immediately following the completion of the developmental leave. An employee who fails to fulfill this obligation of the contract with the institution will
reimburse all funds expended on the employee’s behalf, or possible legal action may be taken against the employee.

4. Conditions

   a. Developmental leave shall be no longer than three consecutive months unless “special consideration” was made prior with the President and approved by the Board.

   b. In cases where the institution requires an employee to upgrade or enhance their knowledge, skills, and abilities, the institution may pay for the cost of training as required.

   b. In all cases of developmental leave, employee is encouraged to find alternative funding sources such as scholarships, fellowships, stipends, or any other monetary compensation from external or outside sources and report such resources to the President.

5. Any employee proposing to take developmental leave should seek external funding. In such cases where an employee is successful in obtaining external funding, a leave of absence for developmental leave may be granted for up to one full year or twelve consecutive months.

6. All requests for leave are to be submitted through the appropriate institutional channels. In the case of developmental leave, the Board of Directors shall grant final approval. A decision will be rendered at the regularly scheduled March Board of Directors meeting or 60 days prior to the start of the requested developmental leave.

7. Upon the employee’s return to the institution with their bachelor’s, master’s, or doctorate degree, they will return to the same position they held prior to their leave. If their position does not require them to have obtained the higher degree for their position, the employee will not be eligible for an increase in pay.

8. If the employee quits school prior to the end of the developmental leave and does not complete the term for which enrolled, it shall be reported by the President to the Board for final determination.

9. Transcripts should be submitted to the Human Resource Manager, who will report status to the President.

10. Other Benefits - Employees while on leave without pay or external development leave shall not lose their years of service rights and accumulated benefits but will not earn annual leave and sick leave or advance years for employer’s contribution in the 401 (k) retirement plan.

5.19.0000 EDUCATIONAL LEAVE RELEASE TIME

Subject to the approval of their supervisor, an employee may be allowed up to four hours per week of release time / 16 hours per month for enrolling in college courses.

5.21.0000 TERMINATION/RESIGNATION PROCEDURE

21.0010 EMPLOYMENT TERMINATION/RESIGNATION PROCEDURE

An employee leaving the service of the College under any circumstance shall be required to report to the Supervisor and Human Resource Officer Manager for final processing.
1. The employee terminating employment shall complete an exit checkout sheet that includes the following (See Appendix A5-21):
   
   (1) Library materials have all been returned.
   
   (2) Leave is updated.
   
   (3) All College Equipment is returned.
   
   (4) All keys have been returned and all miscellaneous items have been taken care of.
   
   (5) All reports, current assignments, and requested exit paperwork have been submitted.

2. The Human Resource Officer Manager and/or Comptroller shall provide the employee with information on benefits continuation and 401k withdrawal or roll-over.

3. Failure to follow the above policies may result in the College holding the employee’s final check. The final check shall not be released to the separating employee until after the employee completes the exit procedure of the College.

21.0020 LEAVE PAYOUT

Upon resignation, an employee may be eligible to receive annual leave payout. If the employee has worked for more than one (1) year, it will automatically be paid out. If an employee has worked for less than one (1) year and has not given at least five (5) days written or verbal notice, they are not eligible to be paid annual leave pay upon termination.

5.22.0000 LAY-OFF / REDUCTION IN FORCE

The legal right to ‘lay-off’ an employee exists in the same authority as the right to appoint. In the event of the discontinuance of a position because of an organizational or procedural change, diminished work load, lack of funds, grant terminated, or ended or other conditions, the employee concerned shall be given at least two weeks’ pay in lieu of two weeks’ notice. A copy of the employee’s lay-off letter shall be sent to the Human Resource Manager. The employee may be eligible for Unemployment Insurance. A Lay-Off or Reduction in Force is not a condition to file a Grievance.

5.23.0000 REDUCTION IN FORCE

The legal right to “lay-off” an employee exists in the same authority as the right to appoint. In the event of the discontinuance of a position because of an organizational or procedural change, diminished work load, lack of funds, grant terminated or ended, or other conditions; the employee concerned shall be given at least two weeks’ notice. A copy of the employee’s lay-off letter shall be sent to the Human Resource Manager. The employee may be eligible for Unemployment Insurance (See Appendix A5-22 for Lay-Off/Reduction in Force Procedure).

A Reduction in Force is not a condition to file a Grievance.
5.24.0000 DISCIPLINARY AND DISMISSAL POLICY

24.0010 DISCIPLINARY AND DISMISSAL POLICY

1. An employee failing to perform their job related duties or violation of policy shall be disciplined by their supervisor with any of the following actions and not necessarily in this order and may not include all procedures depending on the severity of the infraction:

   (1) An oral reprimand shall be issued to the employee with documentation on the Disciplinary Action Form (date, time, and proposed corrective action incident) and placed in the permanent employee file. After six months, the documentation of the oral reprimand may be expunged from their permanent employee file.

   (2) A written reprimand (date, time, incident, and proposed corrective action) will be issued to the employee with documentation on the Disciplinary Action Form (date, time, incident, and proposed corrective action) following or in lieu of the initial oral reprimand and a copy will be filed in the permanent employee file. After one year, the documentation of the written reprimand will be expunged from their permanent employee file.

   (3) An employee may be suspended from work without pay for a period of not more than ten working days after consultation and approval from the President. In such cases, the supervisor shall notify the employee, the President, and the Human Resource Manager immediately in writing, stating the reason for recommending the suspension and the employee’s right to appeal. The Human Resource Manager will inform the Comptroller for payroll purposes.

   (4) In each case of dismissal/termination, the supervisor shall notify the President in writing the reason(s) for recommending the dismissal/termination of employee. The President reviews the recommendation of the dismissal/termination and makes a formal investigation. Upon finding the recommendation for dismissal/termination justified, the President will issue a letter of dismissal/termination to employee. The letter will state the reasons for dismissal/termination and the process of appeal. The Human Resource Manager will be notified and will inform the Comptroller.

2. Any employee who disputes or wants to appeal a disciplinary action (See Grievances, section 5.25.0000).

5.25.0000 GRIVANCES

25.0010 DEFINITION AND EXCLUSIONS

The term “grievance“ means an employee’s expressed feeling of dissatisfaction with aspects to their working conditions and working relationships, which are outside of his/her control.

1. The term “grievance“ covers such matters as:

   (i) Working conditions and environment.

   (ii) Relationships with supervisors, employees, and other officials.

   (iii) Any disciplinary action that doesn’t apply to application of personnel policies or employment agreements.
SECTION 5 PERSONNEL POLICY

(iv) The procedures are restricted to questions of the applications of established policies and are not subject for grievance action.

(v) Employees who hold temporary or probationary appointments or trial period that have not been completed are not given the right to a hearing. Their grievances are subject to consideration and adjustment upon appropriate inquiry.

Prior to filing a grievance, the employee and supervisor along with the Human Resource Manager or designee, if needed, will attempt to resolve the issue of the employee. Timelines are critical and must be adhered to.

A grievance is any complaint or dissatisfaction with any aspect of their employment with the College that affects productivity. Complaints are to be handled at the lowest possible level to ensure quick, effective, and equitable responses. It is the responsibility of the employee to initiate the grievance procedure within five (5) working days of the incident or action, or when the person has reasonable knowledge or belief that a complaint/dissatisfaction with his/her employment exists, preferably within thirty (30) working days. It is important to note that timeliness is of the utmost importance as waiting too long may result in the supervisor rejecting the grievance.

The following process will be adhered to when filing a grievance:

1. Any employee who believes that he/she has a justifiable complaint must first discuss the complaint with his/her immediate supervisor. The complaint must be presented in written or oral form, time and date stamped (In person/Certified Mail/Email Time Stamp) but with documentation. A written grievance must state specifically what action or policy has been violated or is in question, and any other specific facts which the employee believes are relevant to the action. The employee must also state what relief they are seeking. The supervisor shall give the aggrieved an answer a written response within seven (7) working days.

2. If the response is unsatisfactory to the employee or the manner cannot be resolved at the first level (above), the employee may file a written grievance to the Human Resource Manager within five (5) working days of the receipt of the response from the supervisor. The Human Resource Manager will schedule a hearing with the Grievance Committee within five (5) working days of the receipt of the written grievance. The written grievance/complaint shall include the following information:
   - The basis for the grievance,
   - The efforts made to resolve the matter,
   - The issues to be heard by the Grievance Committee,
   - All persons or entities that may be called as witnesses, and
   - The relief/remedy sought by the employee.

3. The Grievance Committee will meet within five (5) working days with the employee and the supervisor to hear both sides of the matter being grieved. The Grievance Committee will be made up of three (3) Program Directors and Department Chairs selected from a pool of all Program Directors and Department Chairs and two (2) representatives selected from the pool of non-manager personnel. Each year a new
pool of Grievance Committee members will be selected at random. These five (5) selected representatives must:

- Work outside the aggrieved employee’s department,
- Not have been previously involved with the issue grieved,
- Not be related to or have a close personal or professional relationship with any of the essential parties involved in the grievance, and
- Not have any conflict of interest which would interfere with their ability to be fair and impartial.

The Human Resource Manager will chair the hearing, but will not vote on the matter. The Grievance Committee will hear and review all aspects of the issue. They will determine correctness of policy interpretation along with fairness and logic of decisions previously reached. The Grievance Committee may render their decision immediately or may take matter under advisement for consideration, and may consult College authorities or experts for advice. A written decision will be made within five (5) working days to be shared with the President, and upon approval of the decision by the President, all parties will be sent a written reply of the decision.

Recommendations of decisions by the Grievance Committee are binding and final. Any attempt to influence or contact members of the Grievance Committee is a violation and may constitute reason to terminate the grievance process.

Grievance filed against the President will be heard by the College Board of Directors.

25.00120 GENERAL POLICY

1. Employees covered by these procedures shall have freedom to seek resolution of their grievance without fear of restraint, interference, coercion, discrimination, or retaliation. This principle shall apply equally to any employee taking part in the presentation and resolution of a grievance.

2. Employees are expected to follow normal administrative channels in presenting their grievances so their issues will be settled whenever possible at the supervisory level.

3. In the event that a grievance is filed against the President and is not resolved, the Board of Directors assumes jurisdiction of the grievance.

25.0020 DEFINITION AND EXCLUSIONS

The term “grievance” means an employee’s expressed feeling of dissatisfaction with aspects to their working conditions and working relationships, which are outside of his/her control.

2. The term “grievance” covers such matters as:

   (1) Working conditions and environment,
   (2) Relationships with supervisors, employees, and other officials,
   (3) Any disciplinary action that doesn’t apply to application of personnel policies or employment agreements.

3. The procedures are restricted to questions of the applications of established policies and are not subject for grievance action.
SECTION 5 PERSONNEL POLICY

4. Employees who hold temporary or probationary appointments or trial period that have not been completed are not given the right to a hearing. Their grievances are subject to consideration and adjustment upon appropriate inquiry.

25.0030 INITIATION

A grievance action shall be initiated in writing by employees either individually or jointly within 15 working days of the alleged violation. Already stated.

25.0040 RESPONSIBILITY

Authority to administer the policy and responsibility for informing employees shall be with the head of the employing departments. It shall be the responsibility of supervisors to hear promptly and courteously all grievances registered in good faith by employees under their supervision and make reasonable adjustment of any complaints that arise in day-to-day relationships.

The persons initiating the grievance action shall be notified of the grievance procedure by the responsible supervisor within three (3) working days after the written grievance is filed.

1. Written presentation must contain information regarding identity, the office in which employed, the specific nature of the grievance, and, if appropriate, the corrective action desired. If he/she desires to present the grievance in a hearing before a grievance committee composed of staff members, written presentation should contain such a request. The employee will be given three (3) working days for the purpose of presenting the grievance.

2. In all cases of a grievance, the employee or employees will receive a written decision within 15 working days of the filing of a written grievance.

25.0050 GRIEVANCE COMMITTEE

The Grievance Committee shall consist of five staff members selected from the staff at large excluding the President, Vice President, Comptroller, Human Resource Manager and the person the grievance is filed against. There will also be three alternates selected. This committee shall serve for a period of one year. Human Resource Manager is responsible for having such committee in place.

25.0060 HEARING

The hearing shall be conducted expeditiously and in a manner to obtain a clear understanding of the facts in an informal fashion. Both sides of the issue will be examined via testimony from witnesses chosen by individuals representing the conflicting viewpoints. The Grievance Committee reserves the right to determine which witnesses it will hear after considering the possible relevancy of their testimony to the matter at hand.

5.26.0000 HEARING PROCESS

The Committee will only consider grievances in written form and presented to them through the Human Resource Manager. The committee shall permit the employee to appear in person to present their grievance and shall have the right to be accompanied, represented and advised by a representative of his/her choosing in presenting the grievance. The hearing shall be completed within 30 calendar days after the request for a hearing is submitted to the Human Resource Manager. The following procedure shall be followed:

1. Committee hears grievance and makes decision.
SECTION 5 PERSONNEL POLICY

2. If grieving employee does not agree with decision of committee, grievance will be presented to President for concurrence.

3. If not satisfied with decision of President, final decision rests with the Board of Directors.

4. (See format of “Grievance” in Appendix A5-23).

26.0010 GRIEVANCE FILE

When a cause goes beyond the level of informal discussion, the employee’s supervisor shall create a grievance file for all documentation relating to resolution of the grievance. The file may not be destroyed until the statute of limitations of civil suit has expired.

5.27.0000 DRUG AND ALCOHOL TESTING POLICY

Effective March 2006, the College adopted the Turtle Mountain Band of Chippewa Tribal Drug and Alcohol Policy (See Appendix A5-24).

5.28.0000 EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program has been designed to assist employees who have completed their probation period in prevention, assessment, education, and rehabilitation of problems that affect job performance.

28.0010 INSURANCE COVERAGE

(See Fiscal Office for health insurance policy).

28.0020 RESPONSIBILITY

1. The College will provide employees with adequate information on the Employee Assistance Program by providing training to supervisors on referring individuals to the EAP, and continually update employees on various educational initiatives available. This will be done annually. Needs to be completed at least once a year.

2. Supervisor responsibilities in EAP: The following information should be used as a general guideline for dealing with performance problems and for making an administrative referral to the EAP:

   (1) Observe. Changes in employee behavior can signify that individuals have personal concerns that are interfering with their work performance.

   (2) Document. The supervisor needs to document observable, verifiable facts. Complete and accurate documentation is essential when dealing with employee performance problems.

   (3) Prepare. When supervisors have observed deteriorating performance or unfavorable changes in personal or work patterns, their options to assist an employee include, discussing performance difficulties with the individual before the difficulties become serious enough to involve higher supervision. The individual should be told about the availability of the EAP.

   (4) Confront. A private discussion should be scheduled to advise the employee that corrective actions must be taken for unacceptable work behavior, assistance is available through the EAP, and further steps may be taken if the employee’s performance does not improve in specified allotted time frame 45 working days. It is important that the
SECTION 5  PERSONNEL POLICY

supervisor is specific about the behavior and is consistent in the evaluation of all employees reporting to them, fair by referring only to job performance, and firm and clear about what improvements are expected in job performance.

(5) Follow up. After the initial performance discussion with the employee and after advising the individual of the availability of the EAP, the supervisor will continue to observe and document performance. If the employee’s job performance has not improved in specified allotted time frame 45 working days, another meeting should be scheduled. The employee’s work record again should be reviewed and informed that work problems must be corrected or his/her job may be in jeopardy.

28.0030 MAINTENANCE OF RECORDS

The designated EAP contact person within the institution will maintain and secure all files pertinent to the EAP. These files will be kept separate from the employee’s personnel files.

28.0040 CONFIDENTIALITY

Client records maintained by an EAP should adhere to Federal regulations on the confidentiality of alcohol and drug abuse records (PL 93-282) and the Privacy Act of 1974 (PL 93-579). EAP designated contact should be knowledgeable with these regulations and are bound by the restrictions of these confidentiality and privacy regulations.

28.0050 RESOURCES

The EAP contact person should maintain current information about drug addiction and alcoholism treatment services and other resources. These include self-help groups, appropriate health care, community service, and other professionals.

28.0060 REFERRAL PROCESS

The program is designed to assure that no person with a problem will have job security or promotional opportunity jeopardized because of a request for assistance or treatment through the EAP. However, in no instance will participation protect the employee from disciplinary action for continued substandard job performance or policy infractions.

There are three ways in which an employee may become involved in the Employee Assistance Program:

1. Self Referrals - Occurs at the employee’s own initiative. The employee, recognizing a possible need for assistance, consults with an EAP contact person before job performance problems become an issue. No feedback is given to supervisors under this type of referral. Employees with problems for which the EAP can provide guidance or assistance are encouraged to voluntarily seek information, referral, and related services on a confidential basis by contacting the EAP.

2. Administrative Referrals - Initiated by supervisors or Human Resource Manager. When an employee fails a random drug test, the Human Resource Manager will refer the employee to the program. When serious performance problems are recognized, supervisors can refer an employee to the program. Supervisors are given feedback about the employee’s level of cooperation in dealing with personal problems that may be causing poor performance. Problems that affect work performance are a legitimate concern. One of the functions as a supervisor is to monitor performance by employees and take whatever corrective action is required.

Section 5-45
Early identification and referral of the employee can result in improved job performance and assist the individual in becoming more productive. The program should be viewed not as a disciplinary method, but as another option or tool for supervisors to use in correcting difficult performance problems.

3. Members of the employee’s immediate family are also encouraged to seek information and assistance on a confidential basis by contacting the EAP.

28.0070 DOCUMENTATION

Documentation of problems and concerns is essential in order to identify and intervene with an employee. The EAP contact person will document referrals and/or use of the EAP by maintaining the following information:

1. Employee(s) involved,
2. Date of initial contact,
3. Referral by the supervisor or employee initiated contract,
4. Agency or individual where referred, and
5. Follow-up conducted appropriate to the problem.

28.0080 LEAVE

In instances where employees utilizing the EAP are required to be away from their workstations for an extended period of time, they may use earned annual leave, sick leave benefits, or Leave without Pay (LWOP) in accordance with the current College policies governing such leave.

28.0090 EVALUATION

There should be a periodic review of the EAP to provide an objective evaluation of operation and performance.

5.29.0000 DRUG-FREE CERTIFICATION REQUIREMENTS

This certification is required by the regulations implementing the Drug-free Workplace Act of 1988, 34CFR Part 85, Subpart F. The regulations, published in the January 31, 1989-Federal Register, require certification by grantees, prior to award that a drug free workplace will be maintained. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments and suspension or termination of grants of government-wide suspension or debarment (See 34 CFR 85, Sections 85.615 and 85.620).

1. College Certification regarding Alcohol and Other Drug-Free Workplace Requirements. This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. All College employees will certify on an annual basis that they fully understand the College’s Drug-Free Workplace Requirements Policy. False certification or violation of the certification shall be grounds for suspension or termination.

2. Employees of the College shall sign the following certification indicating they understand the Alcohol and Other Drug-Free Workplace Requirements (See Appendix A5-26).
SECTION 5 PERSONNEL POLICY

5.30.0000 HARASSMENT POLICY

The College will not tolerate harassment of its employees. Any form of harassment related to an employee’s race, color, gender, religion, national origin, sexual orientation, age, or disabilities is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term “harassment” includes, but is not necessarily limited to: slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual’s race, color, gender, religion, national origin, sexual orientation, age, or disability. Harassment will also include unwelcome sexual advances, requests for sexual favors, and other verbal, graphic, or physical conduct of a sexual nature.

Violation of this policy by an employee shall subject that employee to disciplinary action, up to and including dismissal. If an employee feels that they have been harassed by any other employee or student and vice versa because of race, color, gender, religion, national origin, sexual orientation, age or disabilities, the employee should immediately report this to his or her immediate supervisor. The supervisor will promptly notify the Human Resource Manager, who will take steps to investigate the matter and where appropriate, and recommend to the President disciplinary action. If the employee does not feel the matter can be discussed with the supervisor, the employee should arrange for a conference with the Human Resource Manager to discuss the complaint. Harassment of employees in connection with their work by non-employees will also be a violation of this policy. Any employee who becomes aware of any harassment of an employee by a non-employee or non-employee by employee should report such harassment to his or her supervisor or to the Human Resource Manager, who is responsible for investigating all such incidents. Appropriate action will be taken against any non-employee who violates this policy. All incidents shall be reported to the President.

Consequences for false reporting/accusing an individual of sexual or other forms of harassment will include disciplinary action, up to and including dismissal/termination according to the report/accusation and conclusion. Legal actions will be taken against non-employees.

5.31.0000 COPYRIGHT AND ROYALTY POLICY PROCEDURES

31.0010 DEFINITIONS

1. College - Turtle Mountain Community College.
2. Author - Originator or maker of instructional materials.
3. Instructional materials - films, filmstrips, slides, tapes, models, records, programmed units, articles, essays, books, computer software, and other creative work.

31.0020 POLICY

1. The College will share in the copyright and the sales if any part of the costs of producing such property was supported by the College. Costs of producing such properties will include portions of the employee’s salary, whether during the academic year or summer period and whether part of regular salary or overload, paid by grant or contract funds.
2. If professional services are utilized in developing the materials, copyright will be held by the College and have the right to reproduce and use the materials in courses and programs.
3. In the language of copyright and patent law, these are “shop rights”. As part of this proviso, a faculty or staff author is granted the right to remove the materials from use after five
years from the date of initial distribution. Internal use by the College will involve no financial responsibility to the author.

4. An agreement will be developed between College and faculty or staff for publishing or selling materials developed by faculty or staff.

31.0030 AGREEMENT

The agreement will be formal and contain the following stipulations:

1. If the materials were developed outside of the regular teaching or other College assignment of the employee involved and without specific employment for such development, the author(s) will receive a 15 percent royalty based on the list (selling) price of the materials. The 15 percent will be passed on to the employee biannually.

2. If the materials are developed by the employee during released work-time or overload, or summer employment specifically granted for such development, royalty will be 7.5 percent. Payment will be passed on to employee biannually.

3. The College will agree to publish the materials or to have them published, and to offer for sale within two years of the date of the copyright. If the materials are not published and offered for sale within the two-year period, the College agrees to turn the materials back to the author for disposition as they see.

31.0040 COMMERCIAL

The College may desire to sell the materials to a commercial publisher on a royalty basis. Payments will be made as follows:

.01 Royalty payments by the publisher will be divided (60 percent to author and 40 percent to the College).

.02 Rights to the materials will revert to the College in the event that the College sells the materials outright to a commercial publisher.

.03 In this event, disposition of the materials may be covered by a new agreement between the College and the author.

5.32.0000 SMOKING/SMOKELESS TOBACCO POLICY

The College is dedicated to provide a healthy environment for all employees, staff, students, and citizens. Smoking and other tobacco use can be hazardous to the health of both users and non-users.

The College will provide smoke-free facilities. This is a ban on using smoking and smokeless tobacco within all the buildings on all campuses. In order to keep the smoke from entering the facilities from outdoors, smoking will not be permitted in front of the main campus buildings. Smoking is permitted ONLY in designated areas at least 20 feet from door entrances on all campuses or in personal vehicles (See M).

Only in the case of cultural ceremonies will the use of tobacco be allowed.

All individuals on all College campuses share in the responsibility of adhering to and enforcing this policy. Any violation by staff and faculty employees shall be referred to the appropriate supervisor. One written warning will be given to the staff member employee with a copy placed in his or her personnel file. Further violations shall be considered insubordination, which shall be
SECTION 5 PERSONNEL POLICY

deal with accordingly based on established policies and procedures. (See 5.24.0000 DISCIPLINARY AND DISMISSAL POLICY).

Any violation by students shall be referred to the Dean of Student Services. One written warning will be given to the student and a file will be established to record the incident. Further violations shall be considered a violation of the Student Code of Conduct and shall be dealt with accordingly based on established policies and procedures (See Student Handbook — Smoking Policy — page 43).

Citizens who come to the campus shall be asked to comply with the established policy. If the individual fails to comply with the request, the incident should be reported to the President and security personnel. The individual will be asked to leave the College property.

5.33.0000 EMERGENCY MANAGEMENT PLAN

Introduction

An emergency is any sudden large-scale event that threatens the school, staff, students and/or visitors. There are many events, natural and man-made, accidental and malicious, that can cause harm to members of the College community and effect operations.

A copy of TMCC’s Emergency Management Plan is available on the TMCC website.

The College must plan and teach all members of the environment how to respond and be safe in any emergency situation.

5.33.010 EMERGENCY PLAN PROCEDURE

(See appendix A5-26).

5.34.0000 COLLEGE AND FACILITIES GROUND USE (procedure outlined by facility manager)

1. INTRODUCTION

Facilities and grounds are principally for use for College programs, activities, and operations. Requests for use will be determined in accordance with the time, place, and manner restrictions expressed in this policy.

a. This policy is intended to assist in responsible care of institutional resources and to protect the safety of persons and the security of property.

b. This policy supports the goals of the TMCC’s Mission statement (See http://www.tm.edu).

c. Focus the human, fiscal, environmental, technological, and physical resources of the College on institutional values and priorities.

This policy applies to requests for temporary use of all or part of a College building, facility, or outdoor space for any planned meeting, conference, or event. The Facility Manager will coordinate with the Switchboard Operator/Administrative Assistant, Executive Administrative Assistant in administering these use requests.

a. For questions regarding assignment of academic use, contact the Switchboard Operator/Administrative Assistant to complete required paperwork request. If the request includes a fee waiver, the President must provide approval. Office of the Academic Dean, 477-7876.

b. For questions regarding Anishinabe Cultural and Wellness Center, contact the
5.35.0000 ACTING CHIEF EXECUTIVE OFFICER

In the President’s absence, a designee shall serve as Chief Executive Officer for the College.

5.36.0000 AMENDMENTS AND EXCEPTIONS

All policies included in this manual are in effect unless otherwise revised or amended by official action of the Board of Directors.

5.37.0000 ADMINISTRATION

The President is responsible for the administration of these policies.

The next pages are in the APPENDIX of the manual:

APPENDIX A5-14 MASTER’S DEGREE SCALE

Placement on the Masters Degree Scale (Effective July 1, 2014 2004)
New full-time hires that come into the institution with a masters degree and prior post-secondary full-time annual academic master’s degree teaching contract experience will be given 100% credit for placement on the salary scale, with a maximum cap of five three years, step four on the master’s salary scale.

New full-time faculty who have had officially issued full-time high school teaching contracts while holding a master’s degree will receive 25% credit for placement on the master’s scale. For example, new faculty with four years prior teaching experience in a high school will be placed at year one on the master’s scale with a maximum cap of five years, which is step four on the salary scale.

New full-time faculty who have had officially issued full-time elementary education teaching contracts while holding a master’s degree will receive 25% credit for placement on the master’s scale. Provided they are former TMCC elementary education graduates. Maximum cap of five years, which is step four on the salary scale. This is procedure – will be added to the HR manual.

**Exceptional Expertise:**

Current and new faculty without a masters degree but who are in a specialized area of expertise with certification in Ojibwa Language from the Education Standards and Practice Board will be placed at the first level on the masters scale provided they have administrative approval.

Current and new faculty without a masters degree but who possess exceptional expertise in a particular area, with proper documentation, will be placed on the masters scale provided they have administrative approval.
Placement on Faculty Professional Status Scale (Effective, July 1, 2004)

The following scale is for placement of current faculty only.

Instructor/Lecturer — current faculty with 0-9 years of teaching experience at TMCC

Assistant Professor — current faculty with 10-15 years teaching experience

Associate Professor — current faculty with 15+ years of teaching experience at TMCC

Individual Professional Development Plan (IPDP’s)

NOTE: After initial placement of current full-time faculty, the years of experience will no longer be utilized for placement. All subsequent movement will be obtained by successfully meeting all requirements stated in the faculty five-year Individual Professional Development Plan.

Each current and new faculty will be responsible for development of a five-year IPDP, which essentially will be a roadmap or strategic plan as to what the faculty member will do to develop in his/her areas of instruction. The IPDP’s must contribute to the vision, mission and strategic plan of the institution.

The following are the requirements for the Individual Professional Development Plan (IPDP’s)

Five-year plan of action. First year development of procedures manual to guide IPDP’s:

Fall—Develop a plan for IPDP’s

January—Midterm Update on progress of IPDP’s

May—Plan must be submitted by end of academic year

Second year—Development of electronic portfolios for IPDP’s

Annual evaluation of IPDP’s through peers, department chairs, and Dean of Academics;

The process has three stages and is as follows:

Discussion and recommendations of IPDP progress with faculty member

Follow-up on recommendations, and if objectives are not being met, a warning of non-renewal

Non-renewal of employment will be issued by the Dean of Instruction if five-year plan by faculty member has not fulfilled the objectives and goals outlined in the IPDP.

Faculty Noncompliance: Faculty who do not meet the IPDP objectives will be subject to non-renewal.

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1 APPENDIX A5-14 MASTER’S DEGREE SCALE
2 APPENDIX A5-14 MASTER’S DEGREE SCALE CONT.
Full-time faculty who receive prior administrative approval for CEU’s or academic credit for training or professional development will receive an incentive compensation of $750 for every nine credits generated. A cap of one incentive compensation per term/semester will be honored. Any changes or increases will be determined by administrative action.
Placement of faculty on the Doctoral Degree Scale (Effective July 1, 2014)

New full-time hires that come into the institution with a doctoral degree and prior post-secondary full-time annual academic doctoral degree teaching contract experience will be given 100% credit for placement on the salary scale, with a maximum cap of five (3) years, step four on the doctoral salary scale.

New full-time faculty who has had officially issued full-time teaching contracts while holding a doctoral degree will receive 25 credit for placement on the doctoral scale.

For example, new faculty with four years prior teaching experience will be placed at year one on the doctoral scale with a maximum cap of five years, which is step four on the salary scale. This is procedure; will be added to HR manual.

<table>
<thead>
<tr>
<th>New Faculty</th>
<th>Salary Scale (Based on 9 months)</th>
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</thead>
<tbody>
<tr>
<td>1. 38,500</td>
<td>2. 39,300</td>
</tr>
<tr>
<td>3. 40,100</td>
<td>4. 40,900</td>
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<tr>
<td>5. 41,700</td>
<td>Note: All raises subsequent to initial placement will be based on board action.</td>
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</tbody>
</table>
Placement of Current Doctoral Faculty on Professional Status Scale (Effective, July 1, 2014)

**Assistant Professor**- doctoral instructors will be placed at the Assistant Professor status. In order to move to the Associate Professor status, doctoral instructors must follow the same criteria and IPDP as required as the Masters criteria.

**Individual Professional Development Plan (IPDP’s)**

NOTE: After initial placement of current fulltime faculty status, the years of experience will no longer be utilized for placement. All subsequent movement will be obtained by successfully meeting all requirements stated in the faculty five-year Individual Professional Development Plan.

Each current and new faculty will be responsible for development of a five-year IPDP, which essentially will be a roadmap or strategic plan as to what the faculty member will do to develop in his/her areas of instruction. The IPDP’s must contribute to the vision, mission and strategic plan of the institution.

The following are the requirements for the Individual Professional Development Plan (IPDP’s):

- **Five-year plan of action**
  - First year development of procedures manual to guide IPDP’s:
  - Fall - Develop a plan for IPDP’s
  - January - Midterm Update on progress of IPDP’s
  - May - Plan must be submitted by end of academic year

- **Second year Development of electronic portfolios for IPDP’s**

- **Annual evaluation of IPDP’s through peers, department chairs, and Dean of Academics**

The process has three stages and is as follows:

- Discussion and recommendations of IPDP progress with faculty member
- Follow-up on recommendations, and if objectives are not being met, a warning of non-renewal
- Non-renewal of employment will be issued by the Dean of Instruction if five year plan by faculty member has not fulfilled the objectives and goals outlined in the IPDP.

**Faculty Noncompliance:** Faculty who do not meet the IPDP objectives will be subject to non-renewal

Full-time faculty who receive prior administrative approval for CEU’s or academic credit for training or professional development will receive an incentive compensation of $750 for every nine credits generated. A cap of one incentive compensation per term/semester will be honored. Any changes or increases will be determined by administrative action.

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4 APPENDIX A5-1S DOCTORAL DEGREE SCALE CONT.
CAREER and TECHNICAL EDUCATION SCALE

Placement of faculty on the Non-Masters Degree Scale (Effective July 1, 2014)

New full time hires that come into the institution with a non-masters degree and prior post-secondary full-time annual academic teaching contract experience will be given 100% credit for placement on the salary scale, with a maximum cap of three (3) years.

for

Placement of Current Career and Technical Education Faculty

<table>
<thead>
<tr>
<th>PRIOR YEARS OF EXPERIENCE/EDUCATION</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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<tbody>
<tr>
<td>Entry</td>
<td>26,500</td>
<td>27,500</td>
<td>28,500</td>
<td>29,500</td>
<td>30,500</td>
<td>31,500</td>
<td>32,500</td>
</tr>
</tbody>
</table>

This scale is designed for instructional staff with specific education and work experience. Prior experience is particularly important in Career and Technical Education where the emphasis is on industry certification and/or content specific certification. Five years prior experience/education combination will be credited.

*** All raises subsequent to initial placement will be based on board action. ***

Note: Instructors considered at level 6 must have Content Certification that is required by the State of North Dakota to teach specific courses.

- Current and new faculty who possess exceptional expertise in a particular area will be placed on the CTE scale provided they have administrative approval.
- Individuals who enter with a Bachelor’s degree and no experience should receive placement at the 4th step.
- This wage scale is calculated for a nine month academic year contract. An adjustment for CTE faculty who work 12 months will be negotiated.

NEW HIRES

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APPENDIX A5-16 CAREER and TECHNICAL EDUCATION SCALE

Section 5-57
The entry level scale for new CTE instructors would be as follows:

_________Step 0 – Instructor Certification or industry certification with no experience $26,500

_________Step 1 – Associate Degree or industry certification with 3 experience $27,500

_________Step 2 – Combination of education/training and experience equal to 4 years $28,500

_________Step 3 – Combination of education/training and experience equal to 5 years $29,500

_________Step 4 – Combination of education/training and experience equal to 6 years $30,500

_________Step 5 – Combination of education/training and experience equal to 7 years $31,500

_________Step 6 – Combination of education/training and experience equal to 8 years $32,500

Note: New hires with a Masters would be placed on the TMCC Masters Scale.

6 APPENDIX A5-16 CAREER and TECHNICAL EDUCATION SCALE CONT.
SECTION 5 PERSONNEL POLICY

Individual Professional Development Plan (IPDP’s)

After initial placement of current fulltime faculty status, the years of experience will no longer be utilized for placement. All subsequent movement will be obtained by successfully meeting all requirements stated in the faculty five-year Individual Professional Development Plan.

Each current and new faculty will be responsible for development of a five-year IPDP, which essentially will be a roadmap or strategic plan as to what the faculty member will do to develop in his/her areas of instruction. The IPDP’s must contribute to the vision, mission and strategic plan of the institution.

The following are the requirements for the Individual Professional Development Plan (IPDP’s)

- Five-year plan of action
- First year development of procedures manual to guide IPDP’s
- Fall - Develop a plan for IPDP’s
- January - Midterm Update on progress of IPDP’s
- May - Plan must be submitted by end of academic year
- Second year - Development of electronic portfolios for IPDP’s
- Annual evaluation of IPDP’s through peers, department chairs, and Dean of Academic Programs;
- The process has three stages and is as follows:
  - Discussion and recommendations of IPDP progress with faculty member
  - Follow – up on recommendations, and if objectives are not being met, a warning of non-renewal
  - Non-renewal of employment will be issued by the Dean of Academic Programs if five year plan by faculty member has not fulfilled the objectives and goals outlined in the IPDP.  

Note (for CTE instructors): To maintain quality instruction, career and technical education instructors would complete an IPDP specific to the ND CTE certification standards as applies to their specific area of instruction. The ND CTE standards apply to institutions who accept Perkins vocational funding.

Faculty Noncompliance: Faculty who do not meet the IPDP objectives will be subject to nonrenewal

Full-time faculty who receive prior administrative approval for CEU’s or academic credit for training or professional development will receive an incentive compensation of $750 for every nine credits generated. A cap of one incentive compensation per term/semester will be honored. Any changes or increases will be determined by administrative action.

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APPENDIX A5-16 CAREER and TECHNICAL EDUCATION SCALE CONT.