



College of the Atlantic

Administrative Staff & Support Staff Manual



Table of Contents

1. Manual Purpose
2. General Policies
 - 2.1. Conflict of Interest
 - 2.1.1. Conflict of Interest in the Workplace
 - 2.2. Search Policy
 - 2.2.1. Position Approval
 - 2.2.2. Policy Statement on Non-Discrimination
 - 2.2.3. Search Procedure
 - 2.2.3.1. Temporary Hires
 - 2.2.3.2. Filling Vacancies and New Positions
 - 2.2.3.3. Search Waivers
 - 2.2.3.4. Search Committee Composition
 - 2.2.3.5. Search Committee Procedure
 - 2.2.3.6. Abrogation
 - 2.3. Appointments
 - 2.3.1. Employment Offers and Letters
 - 2.4. Orientation
 - 2.5. Personnel Records
 - 2.6. Evaluation of Staff
 - 2.7. Separation
 - 2.7.1. Resignation
 - 2.7.2. Retirement
 - 2.7.3. Layoff
 - 2.7.3.1. Layoff for Budgetary Reasons or Changes in Priorities or Functions
 - 2.7.3.2. Prolonged Mental or Physical Illness
 - 2.7.4. Unsatisfactory Performance
 - 2.7.5. Other Potential Reasons for Termination



- 2.7.6. Termination Benefits
- 2.8 Staff Development
 - 2.8.1 Auditing Courses
 - 2.8.2 Enrollment in Undergraduate and Graduate Programs
 - 2.8.3 Additional Graduate Program Requirements
- 2.9. Staff Workload
 - 2.9.1 Reporting for Work
 - 2.9.2 Exempt Employees
 - 2.9.3 Non-exempt Employees
 - 2.9.4. Overtime and Compensatory Time
- 3. Leaves
 - 3.1. With Pay
 - 3.1.2. Holidays
 - 3.1.3. Vacation
 - 3.1.4. Personal/Sick Leave
 - 3.1.4.1 Maine Earned Time Leave
 - 3.1.5. Civil Duty Leave
 - 3.2. Unpaid Leave
 - 3.2.1. Family Leave
 - 3.2.1.1 Parental Leave
 - 3.2.1.2 Bereavement Policy
 - 3.2.2. Military Leave
- 4. Benefits
 - 4.1. Worker's Compensation
 - 4.2. Unemployment Compensation
 - 4.3. Social Security
 - 4.4. College Sponsored Benefits
 - 4.4.1. Insurance Programs
 - 4.4.2. Health Insurance-Continuation Coverage (COBRA)



- 4.5. Retirement Plan. TIAA-CREF Policy Provisions
 - 4.5.1. Eligibility
 - 4.5.2. Participation & Enrollment
 - 4.5.3. Contributions
 - 4.5.4. Contracts
 - 4.5.5. Amendment
- 4.6. Tuition Remission
- 5. Grievance Procedure
- 6.0. Sexual/Gender Harassment Policy
- 7. Civil Rights Complaints or Harassment
 - 7.1. Investigation Procedure
- 8. Other Policies Relevant to Employees
 - 8.1. Campus Closure
 - 8.2. Copyright Law Compliance
 - 8.3. Hazardous Waste Disposal
 - 8.4. Outside Activities
 - 8.4.1. Political Activity
 - 8.4.2. Outside Consulting Policy
 - 8.5. Sale of Employee Created Materials to College Students
 - 8.6. Drug-Free Workplace Program and Regulations
 - 8.7. Facilities and Equipment
 - 8.8. Institutional Liability Insurance
 - 8.10. Creative Works
 - 8.10. Finances and Budgets
 - 8.11. Travel Policy and Vouchers
 - 8.12. Family Educational Rights and Privacy Act
 - 8.13. College Handbook
 - 8.14. Entertainment Policy
 - 8.15. Children in the Workplace



Appendices

- A. Personnel Committee Code of Ethics
- B. Sexual Assault and Misconduct Policy
- C. Drug-Free Workplace

1. Manual Purpose

This document contains basic policies and procedures, which govern employment practices, outline legal obligations and provide guidelines for personnel decisions at College of the Atlantic for both exempt and non-exempt employees. The document is not, and is not part of, an employment contract and its provisions may be amended at any time.

2. General Policies

College of the Atlantic staff are responsible for being aware of the academic and social needs of the College and for acting to optimize their fulfillment as appropriate to their particular area of activity. All employees should familiarize themselves with regulations, policies, and procedures. Staff are encouraged to play a coordinating and interpretive role for the College, its guests, and neighbors. Staff may also involve themselves in instructional and other activities of the College, and are encouraged to take part in advising and public service activities with supervisor approval.

2.1 Conflict of Interest

College employees shall disclose to the President all facts and circumstances related to any College transactions, activities, contracts or other dealings in which they are involved or may become involved on behalf of the College which might directly or indirectly involve them in a duality or conflict of interest. Such disclosure shall be made in writing as soon as is reasonable after the conflict or potential conflict comes to the knowledge of the employee. A duality or conflict of interest shall be deemed to exist at anytime when an interest held by the employee potentially prohibits or inhibits the employee from exercising independent judgment in the best interests of the College. A duality or conflict of interest shall exist whenever an employee is a director, president, general manager, or similar executive officer or owns or controls directly or indirectly a substantial interest in any non-governmental entity participating in a transaction with the College.

In order to avoid possible conflict of interest, or consideration based upon any criteria but merit, no College employee shall participate in any institutional decisions or evaluations involving a close relative or outside business or professional associate. Such decisions include, but shall not be limited to: initial appointment, retention, promotion, salary, disciplinary matters and leaves of absence. In case of



uncertainty about the propriety of one's role in any such decision, employees should consult with the Personnel Committee Chair or Administrative Dean.

2.2. Search Policy

2.2.1. Position Approval

Authorization for hiring temporary and full-time staff comes from the Administrative Dean. No action or representation is to be made without this authorization. All vacant positions must be budgeted and approved for hiring prior to recruitment and appointment.

2.2.2. Policy Statement on Non-Discrimination

College of the Atlantic is a private, coeducational liberal arts college that admits students and makes personnel decisions on the basis of the individual's qualifications to contribute to the college's educational objectives and institutional needs. College of the Atlantic does not discriminate on the basis of race, color, gender, sexual orientation, gender identity or expression, disability, religion, ancestry or national origin, age, marital status, genetic information, or veteran's status in employment or in our educational programs. College of the Atlantic is an equal opportunity employer and operates in accordance with federal and state laws regarding non-discrimination.

The fact that an employee is a close relative or associate of another employee shall not by itself be used as a basis for denying to the employee the rights, privileges or benefits of regular appointment or job status, nor shall these relations be used as the sole basis for making such appointment or status.

2.2.3. Search Procedure

The Personnel Committee's role in searches includes supervision of the search process, reviewing the job description and advertisement, overseeing the selection of a qualified, representative search committee and chair, ensuring proper procedures, ensuring equitable treatment of candidates and evaluating the process, in accordance with all state and federal laws. Following is a summary of the steps which should be taken in hiring a new employee.

It is the policy of College of the Atlantic to seek for its faculty, administrative and support staff the best-qualified persons regardless of their relation to other College employees. In accordance with this policy, close relatives or associates may be employed in the same or in different areas of the College. However, close relatives may not be employed in the same office or department of the College when one is a supervisor who may have a direct or indirect effect on the employment conditions of the other.

2.2.3.1. Temporary Hires

Temporary hires can be full or part-time. Assignments exceeding one year must be approved by the Personnel Committee. Following approval, supervisors may hire temporary employees who have submitted a federal Request for Taxpayer Identification Number and Certification form (W-9 form) to the



business office. Employees hired without a search are not eligible for employee benefits such as health insurance.

2.2.3.2. Filling Vacancies and New Positions

The hiring supervisor should submit the job description, the job advertisement, and propose a search committee to the administrative dean. Following the dean's approval, the proposed hire is brought to the Personnel Committee, the search committee is approved, and the search process proceeds.

2.2.3.3. Search Waivers

Hiring supervisors may request a search waiver when there is a position that has been filled by a temporary employee who meets the requirements and would render a search unnecessary. Personnel Committee must approve search waiver requests.

2.2.3.4. Search Committee Composition

- For a senior administrator, the chair is appointed by the President, and the committee should include a faculty member, one or two staff members, and two students. One of the staff members should be from the administrative area or a related area.
- For a mid-level administrator, the chair must be a full-time employee, and should include two staff members and one or two students. A faculty member is optional if the vacancy is in the academic services area.
- For a non-exempt (hourly) or entry level employee, the committee should include a full-time employee for the chair, one or two staff members and one or two students.

2.2.3.5. Search Committee Procedure

1. The committee will set deadlines, screen applications, and arrange interviews (either by phone or in person) to evaluate candidates. They will provide a recommendation of the best candidate to hire.
2. The committee chair will ensure college search procedures are followed, organize meetings, handle all communication with the candidates, check references when appropriate, communicate with Personnel Committee concerning the progress of the search, and maintain strict confidentiality in all aspects of the search.
3. The committee or the committee chair will meet with the AA/EEO Officer to review procedures.
4. The committee will review and approve the job advertisement. All position job postings will be placed on the College's web site (currently administered by Barbara Carter.) Administrative and non-exempt positions will be advertised internally five working days prior to outside advertising.

The committee chair and administrative dean will determine if additional advertising is required using the following guidelines:

- a. Faculty – national ad placement
- b. Senior administrator – national & regional (New England)
- c. Mid-level administrator – regional or local
- d. Non-exempt – local or regional



5. Internal candidates are reviewed by the search committee. If there are well qualified internal candidates, the search can proceed without external posting and the candidates are interviewed accordingly.
6. Campus visits with wide community involvement and All College Meeting feedback is required for faculty and senior level administrative positions. Arrangements are made by the search committee.
7. The search chair will check references and report findings to the Administrative Dean.
8. Following deliberations, the search committee chair will report the committee's recommendation to the President (or his/her designee) for faculty and senior level administrative positions. All other search recommendations are reported to the administrative dean. The President or Administrative Dean may: accept the recommendation, direct the search committee to seek additional input, direct the search committee to continue the search, or declare the search failed and refer the matter back to Personnel Committee.

If the recommendation is accepted, the Administrative Dean will determine the content of an employment offer.

9. At the completion of all searches the search committee chair should submit records of the process to the Administrative Dean to hold for two years to satisfy legal requirements.

2.2.3.6. Abrogation

The search procedure may be abrogated in the following instances:

1. When an individual of unusual personal qualifications is to handle a task of finite duration for the College, a temporary assignment may be approved by the Administrative Dean. This is a temporary or interim status position and the person who receives such an appointment may choose to apply or not for a regular position if advertised at a later time.
2. When an employee of the College is unable to fulfill the immediate term of employment, because of death, disability, or personal reasons, or dismissal or where a search fails to find a qualified candidate, the Administrative Dean may approve a replacement.

2.3. Appointments

2.3.1. Employment Offers and Letters

Unofficial offers of employment for administrative positions may be made orally by the president's designee but are only valid and binding if the letter of employment is written and signed by the the Chair of Personnel/Administrative Dean. Oral commitments or representations shall not be binding on the College. Any special provisions or terms of employment contrary to the provisions of the personnel manual or common practice must be specified in writing in the employment letter. The college does not use contracts for staff except in unusual circumstances such as for positions funded by grants with specific conditions. Contracts, regardless of duration, are for their stated term and carry no promise or guarantee of renewal.



2.4 Orientation

Welcoming new COA employees is a process that can take many months to ensure that new community members feel informed, understand the expectations of their role, and feel a sense of belonging within the campus community. It is ultimately up to individual supervisors to be sure their employees are oriented to their new position and are aware of employment guidelines outlined in this manual. However, supervisors are not alone in this task. Academic/Administrative Services and Human Resource Support will provide an on-boarding foundation and help to accomplish key set-up and compliance tasks through in-person meetings and ongoing support. New employees and supervisors are given access to various on-boarding best practices, guidelines, resources, and tools.

All new employees will be required to complete the following online training within 21-days of hire:

- FERPA Overview
- Protecting Privacy Under FERPA
- Maine Sexual Harassment Prevention Training
- Title IX for Higher Education
 - Recognizing Misconduct
 - Reporting and Response
 - Requirements and Responsibilities
 - Review of COA's Title IX Sexual Misconduct Policies and Grievance Procedures

Although new COA employees will not receive a formal review until the completion of one-year of employment, the college does offer new employees the opportunity to schedule periodic check-ins with Human Resource Support at 30, 60, and 90 days. These meetings will help to assess how the employee's on-boarding process is going, what additional information might be needed, if there are gaps in training that need to be addressed, and what would help the employee feel more comfortable and/or independent in their role.

2.5. Personnel Records

An official personnel file shall be maintained on each employee at a central location. Business records concerning each employee shall be maintained in the business office.

All employees shall have access to their personnel and business record files, exclusive of confidential pre-employment placement credentials, during normal business hours and may request copies, at their own cost, of any material contained therein. Employees may not remove their files from the room in which they are housed.

Material may be added to the personnel file by the immediate supervisor, or the personnel officer in charge. Material added to the file will be with the knowledge of the employee.

Employees may enter statements in their files, which they feel clarify correct or refute material therein and such statements will be attached to the applicable documents in the files.



Employee's personnel files are confidential and access shall be restricted to the employee, the employee's authorized agent, and administrators authorized by the President and the Chair of the Personnel Committee/Administrative Dean.

Any medical records of the employee related to a disability are to be maintained separately from the regular personnel file, in compliance with Federal law.

2.6. Evaluation of Staff

Performance dialogues play a crucial role in fostering professional development, enhancing job satisfaction, and improving institutional effectiveness. They assure regularly scheduled and systematic communication between employees and supervisors about their job performance and future expectations.

The annual performance dialogue is a structured opportunity for an employee and their supervisor to have a two-way, open and honest discussion about the employee's performance over the past year and to document strengths and areas for growth. Ideally, this type of communication happens frequently throughout the year, with the annual dialogue providing a formal record of progress. It is an opportunity to clarify roles, improve communication, align expectations, review prior goals, and set achievable performance and development goals for the coming year. If necessary, the performance dialogue should also include remedial actions which the supervisor feels will address performance challenges.

All departments at the college will utilize COA's standardized Performance Dialogue Template, which includes the following sections:

Key essential job functions and performance results

- Accomplishments
- Narrative evaluation
- Performance goals
- Development planning
- Overall assessment

Additionally, the Performance Dialogue Template will also include the following categories for evaluation:

- Organization
- Effective verbal and written communication
- Collaboration/collegial relations
- Student support/interaction
- Prudent use of resources/budgeting

Employees who are new to College of the Atlantic, and those who transfer into new positions, will have an initial performance dialogue with their supervisor at the conclusion of their first six months. This



evaluation will utilize the Performance Dialogue Template, be submitted electronically, and added to their personnel file.

After the initial six month period, regular performance dialogues will be conducted annually by supervisors and will constructively summarize an employee's performance for the prior year. Annual evaluations will also utilize the Performance Dialogue Template, be submitted electronically, and added to an employee's personnel file.

2.7 Separation

2.7.1. Resignation

Resignation is a separation action by which an administrative employee voluntarily seeks to be released from a position with the College. Because of the hardship, which is often caused by untimely resignation, it is requested that all employees provide the earliest possible notice of an intent to resign. It is expected that, except in unusual circumstances, the employee will give at least two weeks notice of resignation.

If a resignation is for reasons of prolonged mental or physical illness, the College in consultation with the individual or his or her representative may consider whether the option of leave of absence would be appropriate and beneficial for all parties concerned.

2.7.2. Retirement

There is no normal age for retirement at College of the Atlantic

2.7.3. Layoff

Layoff is a severance action by which the College terminates the service of an employee without prejudice as to his or her performance.

Reasons for Layoff may be:

1. budgetary
2. reasons or changes in priority or functions; or
3. prolonged mental or physical illness.

2.7.3.1. Layoff for Budgetary Reasons or Changes in Priority or Functions

In order to maintain a balanced budget, there may be an occasional need to reduce the staffing of a function or department. Similarly as part of the college planning process, it may be determined that certain functions need to be cut back or eliminated, requiring the termination or cutback in related staffing, or a different mix of skills may be required to maximize the efficiency of the college operation. Such a determination would be made by the Administrative Dean with the approval of the President, and consultation with other deans and the supervisor of the affected department or function. If the Administrative Dean then determines that such staffing reduction is necessary, he or she will work with the supervisor of the affected area both to determine who should be terminated or reduced in hours, and to develop a reasonable implementation schedule, providing the employee or employees fair notice. The Administrative Dean may provide the employee(s) with a separation agreement, which may include



severance. Any such decision or related action must not be unlawfully discriminatory, arbitrary, or capricious.

2.7.3.2. Prolonged Mental or Physical Illness

Termination of an administrative staff member for medical reasons will be based upon substantial medical evidence that the employee is or will be unable to perform the terms, conditions, and essential duties of the appointment due to medical circumstances.

The decision to terminate for medical reasons will be made after efforts to make accommodation when appropriate for the employee to perform the essential functions have failed, and after there has been appropriate consultation, and after the employee or his or her representative has been informed in writing of the basis of the proposed action and the reasons for it.

Prior to the termination of any administrative staff member for medical reasons, the Administrative Dean or his/her designee will give the employee or representative a written statement of the intent and reasons for this action, framed with reasonable particularity. Upon the receipt of written notification of intent, the employee or his/her representative will have twenty-one (21) calendar days to respond before final action is taken.

2.7.4. Unsatisfactory Performance

While the College encourages supervisors to coach and support their employees to ensure their effectiveness and to deal with any inadequacies of performance, there are occasions when an employee does not perform up to reasonable standards for his or her position. If a supervisor determines that an employee's job performance is inadequate and has the potential to lead to termination, the supervisor should be clear, in writing, about expectations and should provide the employee with adequate opportunity to correct material deficiencies. If the employee's performance remains unsatisfactory in the judgment of the supervisor, after fair and reasonable efforts to improve performance, the supervisor should report the situation to the Administrative Dean. If the Administrative Dean (after consultation with the Chair of the Personnel Committee, or his/her designee) agrees that reasonable efforts have been made to resolve inadequacies, but inadequate performance persists, he or she may terminate the employee, providing fair notice and an opportunity to present differing views. Once the employee has been given notice of termination, he or she can no longer use the grievance procedure; however, if the employee disagrees with the decision, he or she may appeal to the College President. The Administrative Dean may provide the employee with a separation agreement. Any such decision or related action must not be unlawfully discriminatory, arbitrary, or capricious.

2.7.5. Other Potential Reasons for Termination

Dismissal will not be used to restrain an employee's academic freedom or other rights as a citizen.

Dismissal proceedings may be instituted on the basis of the following grounds:

1. professional incompetence;
2. continued neglect of duties in spite of oral and written warnings;
3. serious personal misconduct;
4. deliberate and serious violation of the rights and freedom of community members;



5. conviction of a crime directly related to the employee's fitness to practice his or her profession;
6. serious failure to follow the canons and professional ethics of one's discipline or profession;
7. falsification of credentials and/or experience;
8. failure to follow standards of the institution in respect to guidelines within this Personnel Manual after oral and written warnings.
9. insubordination and/or refusal to carry out the reasonable instructions of a supervisor.
10. other conduct which substantially interferes with the individual's ability to carry out his/her duties at the College or which substantially interferes with the ability of the College to carry out its function.
11. unlawful possession, sale or distribution of illicit drugs or alcohol on College property or a part of College activities.

Dismissal decision would be based on the judgment of the Administrative Dean after consultation with the employee's supervisor and with the Chair of the Personnel Committee, or his/her designee. If the terminated employee disagrees with the decision, he or she may appeal to the College President. There are times when immediate termination is appropriate in response to an employee's misconduct.

Nothing in this policy prevents a supervisor from requesting the immediate suspension, demotion, or dismissal of an employee if the situation, in the opinion of the supervisor, in consultation with the Administrative Dean, warrants it.

Nothing in this policy should be construed to mean that any or all of any disciplinary steps must be taken or that a supervisor's failure to do something that is suggested in this policy should be the basis for invalidating any disciplinary action.

2.7.6. Termination Benefits

Upon notice of termination, an employee is entitled to all accumulated vacation. Accrued paid personal leave is intended as a buffer for illness or accident and is void upon notice of termination.

2.8 Staff Development

Staff members may attend professional development activities with support from their supervisor. College funds may be used as available.

2.8.1 Auditing Courses

Staff members are allowed to take courses at the College providing they:

1. Obtain their supervisor's approval for any change in their work schedule caused by class attendance;
2. Ensure that no additional expense is incurred by the College from their absence from the office;
3. Take only one course per term on a space-available basis;
4. Use vacation time or make up time spent at class during the normal workday;
5. Courses may be audited free except for lab fees



2.8.2 Enrollment in Undergraduate and Graduate Programs

Staff at College of the Atlantic who are at least half-time employees (17.5 hours) are eligible to enroll in COA courses while maintaining their employment status.

Staff members must:

1. Obtain their supervisor's approval for any change in their work schedule caused by class attendance;
2. Ensure that no additional expense is incurred by the college from their absence from work;
3. If necessary, use vacation time or otherwise make up time spent at class during their regularly scheduled work hours.

If an employee wishes to matriculate into a degree-granting program, they must go through the same application process as other prospective students and must meet the same standards for admission. For staff to matriculate into a degree-granting program, there will be a one-time enrollment fee equivalent to one-third ($\frac{1}{3}$) of the standard enrollment deposit.

Staff must be employed by COA for a minimum of six months before they begin a course. After that, they may enroll in one course per term. The course tuition fees will be waived, but the employee will be charged any additional fees associated with the course.

After the employee has been employed for a full year, they are eligible to take up to two courses per term, so long as the second course occurs outside of their regularly scheduled work hours and their employment remains in good standing. The cost for a second course per term will be calculated at the employee dependent rate (85% tuition remission). Tuition remission does not disqualify employees from receiving additional need-based financial aid.

Staff enrollment in COA courses may impact their ability to teach courses. Questions about teaching while enrolled should be directed to the Personnel Committee.

2.8.3 Additional Graduate Program Requirements

In addition to the nine courses towards their degree, all graduate students are also required to complete 1350 hours of work towards a thesis (an additional 9 thesis units – one year full-time student equivalent). Unless this work overlaps with their job responsibilities, this work must be done in addition to their normal job. Staff are allowed to use any relevant part of their work towards their thesis work if it is approved as part of their job by their direct supervisor. Because of the constraints of holding a job while in the program, staff are expected to develop a 3-5 year program to complete their master's degree. This plan should be outlined as part of the graduate application and must be approved by the academic advisor and the direct supervisor. Staff that take longer than six years to complete their program will need to apply for continued enrollment with the graduate director.

As a graduate student, all other aspects of the program apply equally to staff as they would to other graduate students. This includes attending graduate student meetings, maintaining grade levels, giving a public thesis proposal defense as well as a public thesis defense.



2.9. Staff Workload

The college's standard operating hours are between 8 AM to 5 PM. While people's schedules may vary based on department needs, for the convenience of other staff and communication, a schedule falling within the college's operating hours should be followed as much as possible. COA maintains work hours that are consistent with state and federal law.

2.9.1 Reporting for Work

1. Employees are required to report to work as scheduled by their supervisor.
2. Employees are required to promptly notify their immediate supervisor in case of inability to report for work at the scheduled time.
3. Occasionally there are situations which require employees to work outside of their scheduled hours or from home. COA is committed to helping employees face the demands of juggling work, family, and life related issues by allowing employees, with supervisor approval, to work a flexible work week as needed. This provides employees with increased flexibility with their work schedule while allowing COA to maintain a productive work environment.

2.9.2 Exempt Employees

Exempt employees do not earn overtime under Federal Wage and Hour regulations, nor in ordinary circumstances earn compensatory time. Administrative staff are expected to work the hours necessary to complete their assigned work. Normal weekly time should range between 35 and 45 hours.

2.9.3 Non-exempt Employees

Full-time non-exempt employees' work week shall consist of five regularly scheduled days in the seven days of each Monday through Sunday week, at seven hours per day, and 35 hours per week. Work schedules will vary depending on department needs for employees working less than 35 hours per week.

The following interruptions in the work day follows minimums mandated by state and federal law, and are to be taken in staggered periods to provide adequate office/service coverage:

1. Fifteen minute break periods may be taken during the morning and afternoon work-periods.
2. No employee shall work longer than five hours consecutively without at least a thirty minute break.

2.9.4 Overtime and Compensatory Time

The State of Maine does not have a pay differential for working on weekends or holidays. Compensatory time may not be accumulated for vacation or pay. Please note that certain offices may be open on selected federal holidays in order to meet COA's operational and service needs. These federal holidays are deemed paid time off for employees. If an employee works these holidays - even if those hours do not make their weekly hours exceed 35 - they will be given equivalent time off (hour for hour). This time must be taken within two weeks of the worked holiday. COA will not pay additional compensation in lieu of this.

Federal and state law mandates non-exempt employees receive time and a half for any hours worked in one week over 40. However, COA has elected to pay time and a half to benefit eligible employees for



hours worked over 35 hours a week. COA cannot, in lieu of paying time and a half, offer non-exempt employees compensatory time. Non-exempt employees cannot waive their right to overtime pay.

3. Leaves

3.1. With Pay

Eligible exempt and non-exempt staff are entitled to paid vacation, personal and holiday leave. Eligible employees are those hired as regular employees rather than temporary.

3.1.2. Holidays

There are eleven paid holidays per year for all exempt and non-exempt staff. Five of these (Indigenous People's Day, Veteran's Day, Presidents Day, Martin Luther King Day, and Memorial Day) fall on days when classes are normally in session. An administrator or/and staff member may be asked to work on one of these holidays to provide necessary coverage in offices in exchange for another day off. This schedule is arranged by office supervisors. Coverage of other holidays when the College may be in session (e.g. New Year's Day) may be necessary. Staff may be rotated for such coverage and given a compensating holiday on another day.

3.1.3. Vacation

New staff employees, during their first year of employment, will earn one day per month. After their first year, twelve-month employees will earn vacation at the rate of 1 3/4 days per month, up to a total of 21 working days per year.

Current year vacation days may be taken in advance but if an employee leaves before it is earned, return payment will be expected. If earned vacation has not been taken in its entirety before an employee leaves the College, the unused balance will be added to the last paycheck.

Vacation should be verified quarterly for exempt employees, and bi-weekly for non-exempt employees on time records by the supervisor and employee. The records pertaining to vacation and personal/sick leave are maintained by the Business Office.

Other regular part time employees will earn vacation on a pro-rata basis. For example, employees working an 11-month schedule may earn a total of 19.25 days paid vacation each year. Employees who have a 10-month schedule would earn a total of 17.5 days paid vacation each year.

Vacation is to be scheduled at the convenience of the College and the work requirements, and permission of the department supervisor, with due consideration to the employee's preference.

Employees may transfer up to 10 unused vacation days and up to 6 personal/sick leave days per year to a "reserve" or "accumulated" account (see 3.1.4.)



3.1.4. Personal/Sick Leave

All full-time employees are allowed paid "current year" personal leave of up to 6 days per year earned at the rate of ½ day per month. This "current year" leave may be taken if needed in advance but if an employee leaves before it is earned, return payment will be expected. This leave may be used at the discretion of the employee for such purposes as illness, maternity, paternity, family grief and mourning, or other personal necessities at the discretion of the employee.

Unused personal/sick days may be carried over from year to year in a "reserve" or "accumulated" account up to 90 working days to use for certified, extended illness, or for other circumstances as covered by the Family and Medical Leave Act. Approval of the use of "accumulated" leave rests with the Administrative Dean. Appeal of the Dean's decision may be made to the Personnel Committee. Unused personal leave will not be compensated for upon termination.

A regular part-time employee is eligible for paid personal leave pro-rated to the level of employment. For example, a half-time employee may take up to 3 full days per year and accumulate up to 90 half days leave

3.1.4.1. Maine Earned Time Leave

The State of Maine has issued a Maine Earned Paid Leave Law (MEPL) effective January 1, 2021. College of the Atlantic (COA) will provide qualifying time off benefits under MEPL for faculty and professional staff as follows:

Eligible Employees:

Temporary Hourly Employees will earn one (1) hour of MEPL for every forty (40) hours worked as determined by submitted timesheets.

Temporary Salaried Employees (including adjunct faculty) will earn (1) hour for each week of work, irrespective of the number of actual hours worked. The workweek is defined as Monday through Sunday.

Enrolled, full-time students who regularly attend classes at COA are exempt from this law.

For employees who are benefit eligible and already earn vacation and personal time, our time off policy is more generous than the MEPL law. Our standard leave policy remains unchanged.

Faculty and Professional Staff under the above job descriptions can accumulate a maximum of forty hours of MEPL in a year. This maximum of forty hours can be carried over to a subsequent year.

Maximum Accruals:

Employees can accrue and/or use up to 40 hours each benefit year. Once an employee accrues 40 hours, they do not accrue additional hours in that year. Up to 40 hours of accrued leave can carry over from one benefit year to the next. If an employee carries over an accrual from the previous benefit year, their accrual in the present calendar year will not be greater than 40 hours, minus the carry over. For example, if 15 hours is carried over from the previous year, the maximum the employee can accrue in the current year will be 25 hours, regardless of how much leave the employee uses in the current year.



Using Maine Earned Paid Leave:

The MEPL can be used for any reason such as emergency, illness, vacation, sudden necessity or planned time off, in a minimum of 15-minute increments.

The waiting period to begin use of MEPL is 120 days from the commencement of employment with COA.

Reasonable notice must be provided by the employee to the supervisor prior to MEPL usage, except in the case of absence due to emergency, illness or sudden necessity. Supervisor's may require up to four weeks of notice for planned absences. In the case of emergency, the employee should notify their supervisor as soon as is feasibly possible. Departments may establish scheduling guidelines to avoid situations where multiple absences impact the college's business and educational needs. The college may refuse requested time off that interferes with business or educational needs.

Paid leave accrued through the Maine Earned Paid Leave Law (MEPL) is not eligible for pay out at the separation of employment. Paid leave accrued under MEPL by a departing employee will, however, be reinstated at the full balance at the time of departure for employees upon their eventual return to employment at COA, so long as that return is within one year (365 calendar days, 366 in a leap year) of the employee's most recent separation. MEPL accrued paid leave expires one year after an employee's departure from COA employment.

MEPL can only be used to cover regular work time missed and not as additional income over and above regular contracted income for salaried employees or above regularly schedule work for that week for hourly employees. MEPL time used is not regarded as hours worked for the determination of overtime.

Rate of Pay:

When using MEPL, the rate of pay will be the prior week's average rate of pay, total earnings divided by total hours. Total earnings include all straight time earnings and additional stipends but do not include overtime or discretionary bonuses.

MEPL Year:

COA MEPL leave years span from July 1 through the following June 30. Each July 1 begins a new MEPL leave year. This is the date when prior the prior year's MEPL leave hours roll over to the next year. In the first year worked, as well as the first year this policy goes into place (January 1, 2021), the maximum of 40 hours will be determined through June 30.

3.1.5. Civil Duty Leave

A full-time or regular pro-rata College employee who works 20 hours a week or 1000 hours a year or more who is validly subpoenaed or summoned to involuntarily appear or serve as a juror during regularly scheduled work hours in a judicial forum, or compelled to appear before a judicial, legislative, or administrative body with civil power to compel attendance, shall be entitled to receive leave with pay for a period of time necessary for such appearance if the appearance may not be reasonably accommodated by rescheduling the employee's work hours, as determined by the College. Civil leave may not be granted for appearances as an expert witness for a party to litigation, if the employee is remunerated for the service. Civil leave must be approved in advance in writing by an employee's supervisor.



3.2. Unpaid Leave

Employees who have been employed at College of the Atlantic for 3 or more years may request additional personal leave which is unpaid. It is at the discretion of the College to grant such leave and determine whether it comes under the family leave requirements. Upon recommendation of the supervisor, the Administrative Dean will decide if unpaid leave should be granted to the employee.

3.2.1. Family Leave

College employees with more than 12 months total service and who have worked more than 1,250 hours within that period are eligible for leave under the provisions of the Family and Medical Leave Act of 1993. Up to 12 weeks of protected, unpaid leave in a 12 month period are available with certain provisions: to care for a spouse, child, or parent (not parent-in-law) who has a serious health condition; or the employee's own serious health condition. An employee taking such leave must be restored to the same position or its equivalent. An employee is allowed to continue fringe benefits, such as health insurance, but may be required to assume this expense. Exact and complete provisions of the FMLA are available from the Business Office or Administrative Dean.

3.2.1.1 Parental Leave

Eligible employees will receive up to eight weeks of paid parental leave per birth (multiple births – twins, triplets, etc. – qualify as one birth for the purposes of this policy), adoption or placement of a child/children. This parental leave applies to all eligible employees regardless of gender identity or primary caregiver or birth parent status. All benefited staff members are eligible for this benefit. Part-time staff members will receive this benefit on a prorated basis, prorated according to percentage of full-time on a yearly basis.

ELIGIBILITY. This benefit is available at hire to all eligible staff members. In the case that two eligible COA employees share responsibility for the same child, they each are entitled to their respective parental leave benefit. Employees may choose to use an additional four weeks of accrued paid time off, vacation days, and personal days, as applicable, for a total period of up to 12 weeks. An employee may elect to shorten the leave period, but there will be no monetary compensation for doing so.

COMPENSATION. Employee base pay and benefits will remain in place during this leave, including contributions to the retirement plan and any group insurance coverages in effect at the time of the leave, with the exception of paid holidays. Leave will be broken down into weeks, not days.

NOTICE. An eligible employee shall notify their supervisor of the need for parental leave at least 60 days prior to the start of their requested parental leave. A Parental Leave Work Plan, including the timing, duration, and coverage of their duties shall be developed collaboratively with the eligible employee, the supervisor, and administrative dean. If an employee elects to choose an option that differs from the traditional eight-week paid leave, this decision must be outlined in the employee's Parental Leave Work Plan and must be agreed upon between the employee, the supervisor, and the administrative dean. The eligible employee's supervisor and administrative dean have the authority to review and approve any changes requested to the Parental Leave Work Plan by the eligible employee.

FLEXIBILITY OF LEAVE. Parental leave may be taken during the term of the birth, adoption, or placement of a child/children, or anytime within the 12 months following the birth, adoption, or



placement event, but may not extend past the one-year mark of the birth, adoption, or placement of a child/children.

ADDITIONAL LEAVE. If further leave is needed for medical reasons associated with the birth, adoption, or child placement event, the college's leave policy adheres to the FMLA statute and will provide the leave outlined in the federal FMLA law and any additional requirements of the state of Maine.

3.2.1.2 Bereavement Policy

- Purpose: The purpose of this policy is to define the steps to be taken in order to take time off with and without pay in the event of the death of a family member.
- Application: This policy applies to all staff who are scheduled to work at least 1,000 hours.
- Time Off: An employee is entitled to bereavement days. Reasonable verification of death and relationship shall be furnished to the College when requested.

In case of death in the immediate family, a regular employee may be excused from work with pay for a maximum of five (5) days, to make arrangements for or to attend the funeral. The supervisor may grant an additional period of time if it is necessary due to circumstances, distances to be traveled, etc. The supervisor will provide a written notice of the additional time period with the reason for the request to the Administrative Dean. This additional time off will be charged to the employees leave, or taken on a non-paid basis. A regular employee may be excused from work with pay for one (1) day to attend the funeral of a close relative who is not a member of the immediate family or household. An employee may attend the funeral of an individual who is not an immediate family member using either leave or on a non-paid basis, subject to supervisory approval.

Relatives Defined

A member of the immediate family shall be construed to include a parent, guardian, brother, sister, spouse or recognized domestic partner, child, step-child, father-in-law, mother-in-law, grandparent, grandchild.

3.2.2. Military Leave

Any employee who is inducted into, or called to active duty in, the Armed Forces of the United States, the organized militia, national guard, or a reserve component of the Armed Forces of the United States, for training and service and who leaves a position (other than a temporary position) with the College in order to perform such training and service and (1) receives a certificate of satisfactory completion of military service, and (2) makes application for re-employment with the College within ninety (90) calendar days after such employee is relieved from such training and service or from hospitalization continuing after discharge for a period of not more than 365 calendar days, such employee shall: (1) if still qualified to perform the duties of the position left, be restored to such position or to a position of like seniority, status and pay; or (2) if not qualified to perform the duties of such position, by reason of disability sustained during such service, or qualified to perform the duties of any other position in the employ of the College, be offered employment and, if such employee so requests, be employed by the College in such other position the duties of which such employee is qualified to perform as will provide such employee like seniority, status and pay, or the nearest approximation thereof consistent with the circumstances in each



such employee's case. The foregoing entitlement shall be allowed to each qualified employee provided that the College's circumstances have not so changed as to make it impossible or unreasonable to do so.

Employees who are restored to employment at the College in accordance with the provisions of this section shall be considered as having been on leave of absence during such period of training and service in the Armed Forces and shall be re-employed without loss of seniority, and shall be entitled to participate in insurance or other benefits offered by the College at the time the employee was inducted into the Armed Forces. Such employee shall not be discharged from the position in which they are re-employed, except for cause, for a period of 365 calendar days after the effective date of re-employment.

Active duty shall be defined to include participation in assemblies or annual training pursuant to any valid order of the command under which the employee serves, or attendance at service schools conducted by the Armed Forces of the United States for a period not to exceed ninety (90) calendar days, provided that any such attendance at a service school shall not exceed ninety (90) days in any 365 calendar day period.

4. Benefits

4.1. Worker's Compensation

The College provides worker's compensation coverage for employees in accordance with the laws of the State of Maine. For details concerning coverage and benefits, contact the Business Office Manager.

Employees are required to report any job-related illnesses or injuries to their supervisor immediately and fill out an accident/injury report within 24 hours of the incident of accident. The employee can lose eligibility for workman's compensation if the report of injury is not filed in a timely manner.

4.2. Unemployment Compensation

The College provides unemployment insurance coverage for employees in accordance with the laws of the State of Maine. For detailed information concerning coverage and benefits, contact the Business Office.

4.3. Social Security

The College provides Social Security insurance in accordance with the laws of the United States. For details concerning coverage and benefits, contact the local office of the Social Security Administration or the Business Office Manager of the College.

4.4. College Sponsored Benefits

The following benefits are provided to eligible College faculty and staff. The descriptive statement provided for each benefit is a summary statement. Details of coverage and benefits can be obtained from the Business Office Manager. The College reserves the right to modify coverage, change carriers, or terminate benefits as is determined appropriate in the best interests of the College.



4.4.1. Insurance Programs

For full-time and eligible part-time employees and their families, the College provides a personal flexible insurance plan, which includes medical and dental insurance, long-term and short-term disability, life insurance and accidental death benefits. This plan uses several companies and current details may be obtained from the Business Office Manager.

Pro Rata and regular employees who are hired to work at least 20 hours per week year round or 1000 hours per year may also participate in the plans with the College paying a portion pro-rated according to the level of employment, and the individual employee paying the balance. Arrangements should be made through the Business Office Manager.

The dependent(s) of a covered employee will become eligible for coverage on the date of the employee's eligibility for coverage and/or on the date which the employee acquires the dependent.

Domestic Partners may also be covered under the College's health insurance plan if plan criteria are met. The College will contribute the same percentage of the health insurance premium for the domestic partner. See the Business Office for more information.

4.4.2. Health Insurance-Continuation Coverage (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) allows employees to continue their health coverage on the College's group medical insurance plan after they leave employment. These employees are required to cover the cost of such continuation coverage. COBRA rights are provided consistent with Federal law. Current COBRA requirements are summarized here, but may be modified any time COBRA is amended.

See this link for more information: http://www.maine.gov/pfr/insurance/faq/cobra_faqs.htm

Under the law, the employee or a family member has the responsibility to inform the business office and complete necessary change forms of a divorce, legal separation or a dependent losing dependent status. College of the Atlantic has the responsibility to notify the carrier of the employee's death, termination of employment or reduction in hours, or Medicare eligibility.

4.5. Retirement Plan. TIAA-CREF Policy Provisions

The College retirement plan is a Defined Contribution ("Money Purchase") Plan established by the Board of Trustees.

The Plan operates under section 403(b) of the Internal Revenue Code and uses TIAA and CREF Retirement Annuities to provide benefits. The Administrator of the Plan is College of the Atlantic and the plan year extends from January 1 to December 31.



The following paragraphs describe some key features of the plan. A Summary Plan Description is available on the College of the Atlantic website and in the Business Office. Details of all phases of retirement options and TIAA/CREF investments and options are also available.

4.5.1. Eligibility

Any employee upon hire is eligible to join College of the Atlantic's TIAA/CREF retirement plan and set aside their own monies pre-tax (even before they are eligible for the match).

All College employees, 1000 hours per year or greater, are eligible to receive the employer contribution to the retirement plan after 12 months of continuous employment. For purposes of the employer contribution to the TIAA/CREF plan, an eligible employee is defined as being credited with 1,000 hours or more of service during any 12 consecutive calendar month period commencing with the date of employment.

Additionally, any benefit-eligible employee whose prior employer was an educational organization, a teaching institution, an institution of higher education, a non-profit (research) institution or an organization that meets the eligibility requirements of Code Section 403(b)(1) and that employee met College of the Atlantic's eligibility requirements at that prior employer, he/she is eligible for COA's match when they are eligible for other benefits at COA, and therefore do not have to wait a year for the employer contribution to commence.

4.5.2. Participation & Enrollment

New employees may begin participation in the Plan upon hire. The agreement for retirement withholding form must be completed and turned in to the College Business Office, and the online enrollment at TIAA/CREF must be completed by the employee for an employee to become a part of the plan. If you are eligible for the employer contribution to the Plan, you should begin receiving the College's match on the first of the month following completion of a 12 month period which constitutes one year of service at the College (except under the circumstances of previous employer eligibility detailed in section 4.5.1. above).

It is the responsibility of the College Business Office to inform all employees of the available benefits and to offer enrollment in the insurance and retirement plans. Employees must follow up by formal application and providing the necessary information for TIAA/CREF and other insurance programs.

4.5.3. Contributions

For eligible exempt staff participants who are enrolled, the College will contribute 8% of their regular salary if the employee elects to contribute 2%. For eligible non-exempt participants who are enrolled, the College will contribute 8% of their regular salary if the employee elects to contribute 1%.

Contributions by the College and the Participant are before taxes and may not exceed the limits imposed by sections 402, 403 and 415 of the Internal Revenue Code as may be adjusted from time to time. The Business Office or TIAA will have information about these limits.



College of the Atlantic shall forward the combined sum to TIAA-CREF for the purchase of retirement benefits for the participant. All such transactions will be made in strict accordance with the regular payroll schedule and are usually made monthly.

Such combined sum will be applied as premiums for retirement annuities on the participant's life, allocated between TIAA and CREF in any proportion as elected by the participants.

Participants can change their elected investment allocations with TIAA/CREF directly. Additionally, once a quarter, participants can change their contributions to TIAA/CREF by completing a new agreement for retirement withholding form and contacting the Business Office Manager at the College.

4.5.4. Contracts

Each TIAA retirement annuity contract and CREF certificate issued in accordance with this plan is for the sole purpose of providing a retirement and/or death benefit and is the property of the individual participant.

4.5.5. Amendment

While it is expected that this plan will continue, College of the Atlantic reserves the right to modify or discontinue it at any time, upon reasonable notice to its employees.

4.6 Tuition Remission

The spouse and dependent children of full-time employees are eligible for tuition remission at the College, provided they meet the requirements for admission, and for enrollment in good standing and provided they pay the student activities fee, appropriate lab fees, and a standard service fee set by the Business Office. An employee-dependent will not be eligible for traditional merit or specialty program scholarships. The tuition remission benefits supercede these institutional scholarships. However, the tuition remission benefits do not necessarily disqualify employee-dependents from receiving additional COA awards or federal financial aid. Dependency must be established with the Admissions Office using standard financial aid guidelines. The tuition remission rate for a current full-time college employee is 85% of the cost of tuition. The spouse and dependent children are also eligible to audit one course per term without charge.

Family members of pro-rate faculty or eligible part-time administrative or support staff are eligible for tuition remission, prorated as an average of up to the previous three years total contracts of the employee, and prorated on a course basis, provided they meet the requirements for admissions and for enrollment in good standing and provided they pay the student activities fees, appropriate lab fees, and a pro-rated standard service fee.

Tuition remission benefits are available to the spouse and dependent children of staff during any year in which the staff member is employed by the College.

An individual who has been employed by COA for a total of at least fifteen years, either formerly or currently employed, is eligible for the same tuition remission benefits which are extended to children of



current faculty and staff, should their children gain admittance to and choose to attend COA. The governing tuition remission benefits policies shall be those in effect at the time the children actually attend COA. However, should the college have elected to reduce or eliminate tuition remission subsequent to an employee's separation from COA, the employee's children will be eligible to receive the same benefits which were in place at the time of the employee's separation. To be eligible for the same benefits accorded to a current full-time employee, the employee must have worked a minimum of fifteen years at least half time (17.5 hours per week); benefits for employees who work less than 17.5 hours per week will be pro-rated.

In the case of termination with prejudice/for cause, the former employee, spouse or dependents are not eligible for this benefit.

5. Grievance Procedure

Purpose: This grievance procedure is intended to be a vehicle for the orderly consideration and resolution of employee grievances. A "grievance" means an unresolved complaint with respect to terms or conditions of employment, a claim that there has been a violation of the policies and procedures outlined in this manual, or a claim that disciplinary action is not warranted. This policy does not apply to questions of sexual harassment or decisions arising from the Sexual Harassment Complaint Procedure. College of the Atlantic recognizes that any employee has the right to bring problems or complaints to the attention of the College without fear of reprisal. The best efforts of the people involved should be used to effect a prompt and equitable resolution.

Coverage: This grievance policy applies to all College of the Atlantic employees, including student employees.

It is most desirable for employees to first try to resolve their difficulties informally by talking with their supervisor. There may be instances where discussions would be best served by the presence of an uninvolved objective community member mutually agreed upon by both parties.

The employee should promptly bring the matter to the attention of their immediate supervisor, or in the case of a faculty member an appropriate dean, explaining the nature of the problem and the relief sought. It is expected that the complainant's supervisor will make a good faith effort to resolve the situation. The supervisor should respond in writing within seven (7) working days.

If the employee is not satisfied that their supervisor has given the matter proper consideration, then the complainant should talk with the person to whom the supervisor reports.

Finally, if the employee is not satisfied that their supervisor's supervisor has given the matter proper consideration then the employee should talk with the Chair of Personnel or a member of the Personnel Committee for advice on how to resolve the problem.



Formal Grievance Procedure

If the informal procedure fails to resolve the grievance, and the employee wishes to continue the matter, he or she must begin the steps of the formal procedure no later than fourteen (14) calendar days after receipt of the final response from the supervisor's supervisor. The value of informal resolution cannot be underestimated, however, there may be times when an employee wishes to directly move to the formal grievance procedure.

1. The aggrieved employee will send the Chair of Personnel a written statement outlining the relevant facts, indicating the initial grievance, the relief sought and the informal steps which have been taken to resolve the situation. Either employee involved in the grievance may request the Chair of Personnel recuse him/herself from the deliberations. If the Chair of Personnel needs to recuse him/herself, the Personnel Committee will select an appropriate designee to fulfill the role of Personnel's Chair.
2. Within seven (7) working days of receipt of the grievance the Chair of Personnel (or his/her designee) will request a written statement from all parties involved. The Chair of Personnel (or his/her designee) may, at his or her discretion, obtain additional written statements from other persons with knowledge of the grievance.
3. The Chair of Personnel (or his/her designee) will assure that parties have attempted to informally resolve the situation.
4. The Chair of Personnel (or his/her designee) will schedule a meeting within twenty-one (21) calendar days of receipt of the employee's written statement with the aggrieved employee, the supervisor and the person who is being grieved against. If either employee wishes, a fellow College employee may accompany him/her to the meeting to provide support and may offer suggestions or comments. This effort at resolution is not to be regarded as an adversarial proceeding similar to a trial, and is intended to air concerns and foster settlement of grievances and conflicts. The proceedings will remain confidential. The presence of legal counsel at the meeting is not permitted. Note taking is allowed, but recording of the meeting is prohibited.
5. The Chair of Personnel (or his/her designee) acts as facilitator of the meeting, hears both sides of the dispute and renders a written decision reflecting mutual resolution of the matter or actions to be taken in accordance with established practices in the college's Personnel manuals (section 2.6.5 of the Administrative and Support Staff Personnel Manual or 6.6.2 and 6.7 of the Faculty Personnel manual.) The written decision is completed within seven (7) calendar days following the hearing; all parties receive copies of the decision.

Appeal Procedure

If the formal procedure fails to resolve the grievance, either employee may begin the steps of this appeal procedure no later than fourteen (14) calendar days after receipt of the Formal Grievance Procedure decision.

1. The employee will make a written request to the Chair of Personnel Committee (or his/her designee) for a hearing before the Committee.
2. Personnel Committee will review its current membership to assure members have no special bias or interest in the case. Affected committee members will recuse themselves from deliberations.
3. The Chair of Personnel Committee (or his/her designee) will schedule a hearing within twenty-one (21) calendar days of receiving the employee's written request.



4. The Committee will conduct the hearing in any manner deemed fair and equitable by the Committee subject to the following:
 - A. The parties will be allowed to present all relevant facts and to present individuals who have direct knowledge of the facts and can offer information about the grievance.
 - B. The hearings will be conducted privately and confidentially.
 - C. The parties may have, as adviser at the hearing, any College employee of their choice. Such advisers may offer suggestions and comments.
 - D. The appeal hearing is not to be regarded as an adversarial proceeding similar to a trial and is not subject to the procedures of a court of law. The presence of legal counsel at the hearing is not permitted.
 - E. The decision will be made by a majority of the members of the committee who conducted the hearing.
5. Personnel Committee's decision will be forwarded to the President or the President's designee within fourteen (14) calendar days after the conclusion of the hearing.
6. Copies of Personnel's decision will be provided to the employee(s), the relevant supervisor(s) and the Chair of Personnel.
7. A request for an appeal may be filed with the President; if a grievance involves the president an alternative person will be designated in the President's place by the Personnel Committee. Upon receipt of a request for the appeal the President or his/her designee shall arrange mediation between the college and the party(ies) involved to be conducted by a pre-designated external mediator. These arrangements by the President or his/her designee include the delimitation of the amount of time and resources to be allotted toward mediation. The President (or his/her designee) will then render a final and binding resolution to the grievance.

6. Sexual/Gender Harassment

Please refer to the Sexual Assault and Misconduct Policy in Appendix B.

7. Civil Rights Complaints or Harassment

The College is committed to maintaining an environment in which the age, race, color, creed, religion, marital status, sexual orientation, national or ethnic origin, physical or mental handicap or veteran status of an individual or group are respected and not disparaged. Any complaints involving civil rights violations or harassment will be investigated. The first person to be contacted in such an event should be the Title IX Coordinator.

8. Other Policies Relevant to Employees

8.1. Campus Closure

The Board of Trustees or the President of the College, or persons acting under their authority, may close the College due to circumstances beyond the College's control, which impair its ability to continue normal operations. Such circumstances may include, but are not limited to, inclement weather, natural disaster, labor disputes, national emergencies, or other circumstances beyond the College's control. During such



periods of closure, employees shall be considered to be on leave of absence with pay. However, if such circumstances result in an extended closure of the College, the Board of Trustees reserves the right to suspend pay. Announcement of the closure of the College shall be disseminated by means of local radio and television stations WKIS (93.6 FM), WQSQ (94.5 FM) and WWMJ (94.6 FM.) WNBC (Channel 2.) During such occurrences, the employees are requested to monitor the stations for information.

8.2. Copyright Law Compliance

All employees of the College shall conduct their activities on behalf of the College including but not limited to any research or writing activities, in such a fashion so as to meet and comply with all the requirements of the United States Copyright laws and regulations (Title 17 U.S.C.).

As a condition of employment, each employee agrees to accept responsibility for reading and understanding the requirements of the copyright law and the policy statement and guidelines of the College and for complying with those requirements and guidelines. In the event that a copyright infringement occurs as a result of the acts of an employee, if the employee is able to demonstrate compliance with the policy and guidelines of the College, such acts shall be considered "good faith compliance" by the College and the employee shall not be required to indemnify the College for any damages, judgments, or costs which may be obtained against the College for the acts of the employee.

If, however, an employee willfully, intentionally, negligently, or without good faith, violates the copyright provisions, the employee shall be solely liable for all losses, damages, judgments, and costs of whatsoever kind or nature that may be incurred. Should the College be named in any legal or equitable action arising from such wrongful infringement, the employee agrees to save, hold harmless, and indemnify the College against all losses, damages, fees (including attorney fees), or other penalties, monetary or otherwise, that may be incurred as a result of such conduct.

Information on copyright materials concerning written materials is posted by the College copy machines. Additional information of copyright as it pertains to computer software, visual and sound recordings and off-the-air taping can be obtained in the College Library.

8.3. Hazardous Waste Disposal

Employees who handle toxic or hazardous substances on behalf of the College are required to maintain, use, and dispose of such substances in accordance with applicable state, federal and local laws and regulations as a condition of their employment. The employee may obtain assistance in ascertaining his/her obligations under these laws and regulations from the Director of Buildings and Grounds. If any violation occurs despite reasonable reliance upon advice given by the College, the employee shall be deemed to have acted outside the scope of his/her authority.

8.4. Outside Activities

Employees are required to conduct their activities on behalf of the College with the utmost good faith and loyalty. Employees may not compete with the College or convert business opportunities of the College to their personal gain or advantage or the gain or advantage of another. Employees may not convert



confidential information of the College to their personal gain or advantage or the gain or advantage of others.

8.4.1. Political Activity

Employees, as citizens, are free to engage in political activities. Any member of the Community who wishes to engage in direct political activity which will involve substantial amount of time away from the performance of his or her responsibilities (e.g., holding or running for political office, managing a campaign, directing group action on behalf of a political candidate or issue) is expected to work out a mutual agreement for leave of absence with the President or his/her designee before undertaking such activity.

The terms of such leave of absence will be set forth in writing, and the leave will not affect unfavorably the status of an employee.

8.4.2. Outside Consulting Policy

Full-time employees of the College are required to devote their best professional efforts to the performance of their duties and responsibilities. They shall be entitled, however, to engage in outside activities in accordance with the terms and conditions set forth below.

The conditions for approval of major outside activities are as follows:

1. All major outside activities must be approved in advance by the President or his/her authorized designee. A request for approval must be submitted in writing by the employee to the appropriate official no later than ten (10) calendar days prior to the date when the outside activity is required to be commenced.

2. The President or his/her designee must respond to it in writing within ten (10) calendar days.

3. Regular activity of an outside nature will need approval only at the beginning of an academic year.

The following information should be given to the President:

- a. the entity or person for which or whom the outside activity is to be performed;

- b. the dates on which, or period during which, the outside activity is to be conducted;

- c. the approximate number of hours to be devoted by the employee to the activity;

- d. the nature and amount of annual remuneration to be received and to what entity or person it will be directed;

- e. the College facilities and equipment to be used (if any) and the approximate nature by conduct of the activity; and

- f. a proposed plan for coverage or replacement of any College duties affected by conduct of the activity; and

- g. a certification that the conduct of the activity does not constitute a conflict of interests as defined by College policies in the Personnel Manual.

4. Any requests submitted in compliance with this policy shall be approved if the President determines, in his/her discretion:

- a. that the conduct of the activity does not constitute a conflict of interest as defined by College policy or the conflict of interest has been fully disclosed to, and approved by, all interested parties;



- b. that all College duties required to be performed by the employee are appropriately covered or replaced; and
- c. that appropriate provision has been made for the recovery of the cost of any use of College facilities and/or equipment.

All approvals to conduct outside activities shall be subject to the condition that the employee must disclose to the President in writing as soon as is reasonable, any change in any of the disclosures made in the request for approval.

8.5. Sale of Employee Created Materials to College Students

Faculty and staff members often create materials in which they hold commercial interests and which might be used in courses or programs, which the faculty or staff member is teaching or administering for the College. It is the policy of the College that faculty or staff members may require students to purchase materials in which the faculty or staff member holds a commercial interest for courses taught or programs administered by that faculty or staff member. This should be done however, through a College office and not by individual instructors.

8.6. Drug-Free Workplace Program and Regulations

College of the Atlantic in compliance with and in support of the Drug-Free Workplace Act of 1988 hereby notifies all employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited at College of the Atlantic.

Violation of this prohibition by an employee shall result in the College taking appropriate personnel action against the employee, up to and including termination of employment, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

As a condition of employment, each employee shall abide by the terms of this statement and shall notify the College through the Personnel Committee of any criminal drug statute conviction for a violation occurring at COA no later than five days after such conviction. Within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction, the Personnel Committee shall notify the Department of Education of said conviction. Within thirty days of the Personnel Committee being notified of said criminal conviction, the Personnel Committee shall notify the Department of Education of the action taken.

The College drug-free awareness program advises that the dangers of drug abuse in the workplace include, but are not limited to physical and mental impairment, injury or death, loss of productivity, and personal and institutional liability.

The College is committed to maintaining a drug-free workplace as outlined in the preceding paragraph and will provide employee assistance through referral for drug counseling or rehabilitation upon request through the Personnel Committee. Employees deemed by the College to be in violation of the prohibition



short of actual conviction and short of requesting referral through the Personnel Committee shall be subject to the personnel action deemed appropriate by the College as outlined in the preceding paragraph.

8.7. Facilities and Equipment

Requests for office, laboratory, or shop space should be taken to the Campus Planning and Building Committee. Requests for construction of furniture, apparatus, or bookshelves should also be taken to the Director of Buildings and Grounds. Changes should not be made in buildings, permanent facilities, or grounds without prior approval of the Campus Planning and Building Committee and the Director of Buildings and Grounds.

Housekeeping is everyone's business. Employees are expected to clean their own workspaces, to empty their own trash, and to contribute as little as possible to the burdens of the maintenance crew.

8.8. Institutional Liability Insurance

College of the Atlantic has a comprehensive liability insurance policy, which covers all its employees as officers and/or agents in the performance of their duties. In case of any concern see the Comptroller for details and coverage.

8.9. Creative Works

In the absence of any specific written agreement to the contrary, all proceeds from original works created by COA employees are the property of the employee.

In the absence of any specific written agreements to the contrary, all original works and all proceeds from such works are the property of the COA employee who created them. Employees working on their own projects may make use of local telephone service, typewriters, calculators, computers and office space; they should pay the College at standard rates for Xerox copying, secretarial services, office supplies and long-distance telephone calls.

8.10. Finances and Budgets

The process of meeting financial needs is primarily the responsibility of the President and the Comptroller. The personnel budget is the responsibility of the Administrative Dean acting through the Personnel Committee, which receives all requests for new staff positions, including assistantships. Requests for student work-study aides should be directed to the Director of Financial Aid. Office directors and managers are responsible for their office budgets.

Large expenditures, including purchase of some major equipment items, are contained within the college operating budget. Requests for purchases of permanent equipment should be submitted as separate items to the Administrative Dean and the Comptroller. In spring of each year, each academic and administrative department of the College submits a budget request for the next fiscal year. These budgets should be adequate to cover all appropriate expenses for the year, including such items as unusual materials, copying, and anticipated professional travel. Budget amounts may be adjusted at the discretion of the Comptroller; otherwise, the director/manager is responsible for the expenditure or reallocation of his or her budgeted funds. The business office may refuse to honor any commitment undertaken without first



obtaining a purchase order number. The bookkeeper should be informed of the proper classification under which to place an expenditure in the individual's budget.

Employees are asked to keep in mind the financial restrictions of a small College and the commitment to use resources in accord with our program aims. Expenditures may be seasonally curtailed due to the cash-flow pattern of tuition calendars. Similarly, equipment purchases should be governed by responsible judgments of need and real expectations of usage.

8.11. Travel Policy and Vouchers

Reimbursement for previously approved travel will be made up to the pre-arranged limit following submission of an authorized voucher and account number to the Business Office accompanied by receipts for transportation, lodging and meals.

8.12. Family Educational Rights and Privacy Act

All Employees who administer student "educational records" are required to comply with the College's F.E.R.P.A. non-disclosure policy. Violation of said policy shall be deemed to be a breach of duty. The Registrar has such a policy on file. A complete copy of F.E.R.P.A. is available in the Registrar's office for the full policy of COA in this respect.

8.13. College Handbook

All employees should have a copy of the College Handbook, published yearly, and refer to it as needed. The Handbook is not part of the employee's employment and its provisions and policies are subject to change. Community policies on Pets, Smoking, Alcohol, Parking, Snow days, Recruiters on campus and other issues are found in the Handbook.

8.14. Entertainment Policy (Revised: October 1999)

There are occasions in which official entertaining and/or the purchase of gifts are in the best interest of the institution. It is essential that such entertaining or purchases be in keeping with the institutional image and mission. As a general guideline, it is expected that individuals will interpret this policy in a manner, which will keep expenses to a minimum. Accordingly, within the budgetary authority granted to each individual budget manager—and the following guidelines—that person shall be able to determine the appropriateness of expending institutional funds:

1. Receipts or copies of credit card bills must be presented to Accounts Payable in order to get reimbursed. The name(s) of the person(s) being entertained or receiving the gift, and the purpose of the expense, must be included with the request for reimbursement.
2. An individual's supervisor may limit or restrict the authority of that employee to commit institutional funds.
3. Requests for reimbursement must be countersigned by an individual's supervisor.
4. The purchase of any individual gift may not exceed \$50, without the approval of the President.
5. Course and laboratory fees may be used for entertainment purposes, however, the use of funds must be for currently registered class members.



6. College funds may be used to purchase alcoholic beverages in appropriate circumstances. It should be noted that the federal government has mandated that no alcohol may be charged as either a direct or indirect expense of federally sponsored programs, including grants or contracts.

7. Business Meals and Meetings

a. Employee-only Business Meals: In cases where College employees meet over a meal when they are not traveling, the cost of the meal is considered a non-reimbursable personal expense unless the primary purpose of the meeting is to conduct business, and there is a clear and compelling reason to meet outside the office over a meal.

b. Occasional Employee Banquets and Functions: Generally, annual or semi-annual functions for employees are considered reimbursable business expenses when the expenditure is intended to serve as a token or appreciation that either promotes employee relations or recognizes individual or group achievements.

c. Recruiting: Expenses for dining involving non-College personnel are reimbursable when the purpose of the meeting is to conduct College business. The typical business meal might involve interviews of prospect employees, discussions with persons with whom the College conducts business, or meetings of groups at which agenda items pertinent to College business is discussed.

8.15. Children in the Workplace

Children have always been welcomed and appreciated on the COA campus. However, acknowledging that COA is both a learning environment and a workplace, children who are brought to campus must be properly supervised. This includes being cognizant that certain areas are inherently inappropriate and unsafe for children, and that children may be a disruptive factor in classroom buildings, laboratories, and offices. If your children come to campus, please put their safety first, while being considerate of others.

Appendices to the College of the Atlantic Personnel Manuals

- A. Personnel Committee Code of Ethics
- B. Sexual Assault and Misconduct Policy
- C. Drug-Free Workplace

Appendix A

Personnel Committee Code of Ethics

A. Preamble

Personnel issues at the College are among the most serious matters of concern to the College community. The Personnel Committee exists so that the community can participate in decisions regarding these matters. We recognize that an employee carries a responsibility to the entire College, beyond that traditionally owed to a supervisor. Similarly, the community at large has a special obligation to the individual employee. Further, it must be recognized that we are a small community operating in an isolated environment. A job change has a major effect on an employee and family, and the small size of the College means that a major resource investment is represented in each employee. Consequently, any action by Personnel Committee affects the lives of our friends and colleagues, and has an impact on the viability of the institution. This situation leaves little room for error, and no room at all for irresponsibility, carelessness, or negligence. It places a heavy burden upon each member to make realistic



assessments and compassionate decisions, often in the face of conflicts between individual and organizational goals. It is the job of Personnel Committee to solve problems in such a manner that the community becomes stronger and more cohesive, and to resolve rather than create dissension. This charge to all the members of Personnel Committee calls for the highest level of both prudence and ethical behavior.

B. Responsiveness to the College Community

A member of the Personnel Committee has a special obligation to be responsible to the personnel-related needs of individual members of the College community and to carry out a communications function that includes explaining the decisions of the committee to the rest of the community. The Personnel Committee member must be accessible and responsive in hearing concerns, responsible in transmitting those concerns to the committee, and responsive and communicative in explaining the policies and actions of the committee. Members represent the committee to the entire COA community, and the concerns of the community to the Personnel Committee.

C. Conflicts of Interest

Personnel Committee members will not vote in Personnel Committee on a matter in which they may stand to gain personally. They will not attempt to influence the vote of another member of Personnel Committee on a matter in which they may stand to gain personally. If they have any concern about a possible conflict of interest, they will discuss this concern with the Committee before they begin to discuss the matter at hand.

D. Service on Search and Faculty Contract Review Sub-Committees

Personnel Committee members are selected to serve on search committees for new staff and on faculty contract review committees. There are several reasons why Personnel Committee members serve on these committees: to lend expertise to the work of the sub-committee and to ensure that the standard procedures are followed; to report on the work of the sub-committee to the Personnel Committee and to provide an informed liaison between the two committees; to lend objectivity and a neutral perspective in a situation in which there may be contending parties; and to attempt to resolve conflicts as they may arise. Personnel Committee representatives to a search or faculty contract review sub-committee will attempt to remain objective, and will begin work on the sub-committee with a neutral perspective. Members will not serve as a Personnel Committee representative if they have a special interest in the outcome of the sub-committee's work, or if they have a preconceived judgment of what the sub-committee's decisions ought to be. All parties within the College, including contending parties, have opportunities to voice their concerns within the search and review processes; their special task is to remain objective, and they are honor bound to not represent a special interest group when they agree to represent Personnel Committee on a faculty contract review or search committee.

E. Sensitivity to the Effects of Personnel Information

The information discussed at regular Personnel Committee meetings is often of a sensitive nature because it can be used--even unintentionally--to hurt the sensibilities or damage the interests of members of our College community. The committee often discusses the quality of staff and faculty performance, and staff and faculty members are understandably sensitive to such evaluations and judgments. In sum, Personnel Committee members must be especially sensitive to the concerns and needs of other members of their community whenever they discuss personnel matters outside of the Personnel Committee.



F. The Confidentiality of Executive Sessions

Sometimes Personnel Committee enters into Executive Session in order to discuss a personnel matter that is particularly sensitive and affects the interests of an individual member of the staff or faculty or individual candidates for a position at the College. Conclusions from these sessions are reported to the COA community in the minutes, but not the substance of the discussion that preceded the conclusions or decisions. When Personnel Committee enters into Executive Session, by majority decision within the committee, members agree to report the substance of the discussion to no one except other members of the committee, and the President of the College or his designee, unless the committee votes to make this information nonconfidential. Members of Personnel Committee will strictly respect the confidentiality of the information discussed within Executive Session.

G. Equal Employment Opportunity

College of the Atlantic has a commitment to upholding the principles of civil rights, and this commitment implies we will conform to all legal requirements designed to protect the rights of women and minorities. Personnel Committee members must understand that they have an obligation to ensure that the College is operating under the guidelines of Equal Employment Opportunity and the American Disabilities Act.

H. Upholding this Code

Service on Personnel Committee requires special sensitivity to the personal and professional needs of the people who work for the College. While members of Personnel Committee must maintain the needs and objectives of the College as their foremost concern, they must be sensitive to the needs of individual staff and faculty members, for it is at the nexus of the institutional-individual relationship that a productive, supportive, and human-ecological working environment will be achieved. The regulations and procedures of the Personnel Committee are designed to encourage this productive and supportive relationship but no set of rules can comprehend all personnel matters. This code of ethics is intended to set reasonable and practical guidelines that will help to assure the confidence of all members of the College community in the work of the Personnel Committee. The Committee has adopted this Code of Ethics, and members have agreed to it. If they violate some portion of this agreement, they will resign from Personnel Committee.

Appendix B

College of the Atlantic

Sexual Assault and Misconduct Policy: June 2014 - Approved at ACM June 2, 2014

COLLEGE STANCE:

Members of the College of the Atlantic community, guests, and visitors have the right to be free from sexual misconduct and violence. This policy is intended to define community expectations, to establish definitions to aid in determining when behavior violates these expectations, and to outline the options available in response to sexual misconduct. It is our expectation that each individual will exhibit the respect, consideration, and responsibility that would prohibit sexual misconduct. Further, while we expect that individuals engaging in any kind of sexual activity will communicate clearly with each other, it is the responsibility of the person(s) pursuing sexual activity to ensure that she/he/they have the consent of any partner(s). An instance of sexual misconduct is a violation of the rights of the individual as well as a significant betrayal of the fundamental trust and values of our community. COA believes that rape,



unwanted sexual contact, sexual harassment, and sexual exploitation are unacceptable and therefore sexual misconduct will not be tolerated.

The College will regard all reports of sexual misconduct as worthy of earnest response. It is our goal to provide prompt, effective, and sensitive assistance to anyone requesting support as a result of sexual misconduct. This includes taking action to protect community members from harm, to impose serious disciplinary consequences to ensure misconduct is not repeated, and to educate our community appropriately. The college will strive to empower the victim/survivor regarding decisions about notification, medical or other services, legal or campus action, and other matters. Previous behavior on the part of the victim/survivor (attire, intoxication, previous sexual history, etc.) will never be considered as grounds to justify sexual misconduct.

Included in this policy:

- definitions relevant to the policy
- consequences of violating the policy
- college response
- options for support and action, including information about confidentiality
- notification, education and training

LANGUAGE:

COA recognizes that there is much discussion about appropriate terminology- victim or survivor. While we recognize the awkwardness of the construction, we have chosen to use “victim/survivor” where possible throughout this document in recognition that each person should have the right to determine the language that best describes where they are in the process of coming to terms with what they have experienced.

SCOPE: This policy covers incidents or behavior that occur on campus (including farms and islands), off-campus, on COA-sponsored trips or programs in which one or more of the parties are members of the COA community.

DEFINITIONS: For the purposes of this policy the following definitions are used:

Consent: is unambiguous, voluntary, and knowing agreement demonstrated by positive and active participation and cooperation between partners prior to and during a sexual encounter for any kind of sexual activity. Consent can only be given by a person with the capacity to do so and who has not been coerced into doing so.

The following are offered to further understanding of the definition of consent:

- Consent can be given by word or action, but verbal consent is usually the clearest.
- Consent to some form of sexual activity cannot be automatically taken as consent to any other form of sexual activity or the same activity again.
- Silence--without actions demonstrating permission--cannot be assumed to show consent.



- Previous sexual encounters with or prior consent from the same partner(s) cannot imply consent to future sexual acts.
- Consent given prior to or during an encounter does not preclude consent being withdrawn later in that encounter.
- Under this policy, “No” always means “No,” and “Yes,” if produced while a person is being coerced or does not have the capacity to consent, may not always mean “Yes.”

Sexual Misconduct: Sexual misconduct offenses include but are not limited to the following each to be defined further: Sexual Harassment, Sexual Exploitation, Sexual Assault- Unwanted Sexual Contact, Sexual Assault- Rape (or the attempt to commit such actions).

Sexual Harassment: is unwelcome gender-based verbal or physical conduct

- that is sufficiently severe, persistent or pervasive that it unreasonably interferes with, denies or limits someone’s ability to participate in or benefit from COA’s educational program, work environment, and/or activities,
- and is based on the creation of a hostile environment, retaliation or power differentials (quid pro quo).

Sexual Exploitation: occurs when a person takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of other sexual misconduct offenses.

Sexual exploitation includes, but is not limited to:

- *invasion of sexual privacy;*
- *prostituting another student;*
- *non-consensual video or audio-taping of sexual activity;*
- *non-consensual digital or online sexual behavior;*
- *engaging in voyeurism without the consent of the parties having sex;*
- *knowingly transmitting an STI or HIV to another student;*
- *exposing one’s genitals in non-consensual circumstances; inducing another to expose their genitals;*
- *stalking and/or intimidation*

Sexual Assault-- Unwanted Sexual Contact: is any intentional sexual touching, however slight, with any body part or foreign object, by a person upon another person regardless of gender, that is without consent and/or by force.

Sexual Contact includes:

- *intentional contact with the breasts, buttock, groin, or genitals,*
- *touching another with any of these body parts,*
- *making another touch you or themselves with or on any of these body parts;*
- *or any intentional bodily contact in a sexual manner that doesn’t involve contact with/of/by breasts, buttocks, groin, genitals, mouth or other orifice.*



Sexual Assault-- Rape: is any sexual intercourse however slight, with any body part or foreign object, by a person upon another person regardless of gender, that is without consent and/or by force.

Intercourse includes:

- *vaginal sex, anal sex, and oral sex, no matter how slight the penetration or contact.*

Incapacity: is the lack of ability to consent resulting from mental disability, sleep, lack of consciousness, involuntary physical restraint, alcohol intoxication, or from the consumption of drugs including but not limited to rohypnol, ketomine, GHB, burundanga, etc. (More information on these drugs can be found at <http://www.911rape.org/>) or other drugs/substances.

NOTE: Because alcohol or other drug use can place the capacity to consent in question, sober sex is less likely to raise such questions. When alcohol or other drugs are being used, a person will be considered unable to consent if they lack the capacity to reasonably understand the situation-understanding is demonstrated by knowledge of who, what, when, where, why, or how. In situations where alcohol or drug use are involved, if one person is incapable of functioning and the other, capable of functioning, takes advantage or exploits the first person's incapacitation- there is no consent.

Administering drugs to another person for the purpose of reducing inhibitions, gaining or rendering a person incapable of giving consent is a violation of this policy.

Force: is the use of physical violence and/or the imposition on someone physically to gain sexual access and can also include threats, intimidation (implied threats) and coercion that overcome resistance or produce consent . The absence of resistance does not imply the absence of force.

NOTE: The use of physical force including partner (domestic or dating) violence, constitutes a stand-alone non-sexual offense as well, as it is our expectation that those who use physical force (restraint, battery, etc.) would face consequences not just for sexual misconduct, but also additional consequences for assaultive behavior. Similarly, emotional abuse used to control, isolate, or manipulate another person constitutes misconduct for which additional consequences can be imposed.

Coercion: is when one person is pressured unreasonably for and/or manipulated into sex and is clearly distinct from seduction. Coercing someone into sexual activity violates that person's agency and autonomy and this policy in the same way as physically forcing someone into sex.

CONSEQUENCES OF VIOLATING THE SEXUAL MISCONDUCT POLICY :

The misconduct hearing process is detailed in a separate policy. However it is relevant to include here that COA never assumes a community member is in violation of COA policy without due process. Hearings are conducted to take into account all evidence available, from all relevant sources.

In addressing sexual assault and other forms of sexual misconduct, not just those acts that would meet a criminal standard, COA aims to uphold our community expectations of respect, the right to autonomy, and a campus environment that is safe for all.



Not all forms of misconduct covered in this policy will be deemed to be equally serious offenses, and COA reserves the right to impose different consequences, ranging from verbal warning to expulsion/employment termination, depending on the severity of the offense.

That said, the following are offered as guidelines for hearing boards when addressing complaints of sexual misconduct:

- Any student/employee found responsible for violating the policy on sexual harassment or sexual exploitation will likely receive a recommended consequence ranging from warning to expulsion/employment termination, depending on the severity of the incident, and taking into account any previous campus conduct code violations.
- Any student/employee found responsible for violating the policy on Sexual Assault-Unwanted Sexual Contact (where no intercourse has occurred) will likely receive a consequence ranging from probation to expulsion/employment termination, depending on the severity of the incident, and taking into account any previous campus conduct code violations.
- Any student/employee found responsible for violating the policy on Sexual Assault-Rape will likely face a recommended consequence of suspension or expulsion/employment termination.

COA will consider the concerns and rights of both the victim/survivor and the person accused of sexual misconduct when addressing sexual misconduct complaints. The hearing board may solicit input from a victim/survivor about potential consequences to aid in their deliberations. The hearing board or any person reviewing a request for appeal should follow the range of recommended consequences unless compelling justification exists to do otherwise.

RESPONSE:

COA will work with anyone who has experienced sexual misconduct to make accommodations and offer appropriate services. COA reserves the right to take whatever measures it deems necessary in response to an allegation of sexual misconduct in order to protect community members' rights and safety. Options available to victims/survivors may include but are not limited to changes to housing or work situations, changes to course or work schedules, access to medical and counseling services including transportation, limited or no contact agreements with persons involved, and campus disciplinary procedures, as well as assistance in accessing legal options including reporting misconduct to the police. COA may also choose to institute interim suspension from campus pending a hearing when appropriate.

AMNESTY: Any person, who in the course of seeking support for being sexually assaulted, admits to a violation of COA policy will be granted amnesty and will not face disciplinary action or consequences for that policy violation (ex. underage drinking or use of illegal drugs).



OPTIONS FOR SUPPORT AND PURSUING ACTION:

When seeking support or reporting sexual misconduct, all parties should be aware of confidentiality, privacy and reporting requirements in order to make informed choices. Different people on campus have different reporting responsibilities and different abilities to maintain confidentiality, depending on their roles at COA and upon COA policy. Individuals are encouraged to ask questions about a person's ability to maintain confidentially or to maintain privacy, before consulting and are reminded that they do not have to share any information that they do not wish to share when seeking support.

To Seek Confidential Support:

Individuals wishing to maintain absolute confidentiality can seek support from COA mental health counselors and nurses, from other mental health practitioners or clergy in town, or from our community partners working with victims/survivors of sexual assault. Campus counselors are available to help you free of charge. These people can offer you confidentiality, discuss options and offer advice without any obligation to tell anyone unless you want them to do so.

To Seek Support and Have Personally Identifiable Information Remain Private:

Individuals can seek support and or advice from most college employees (faculty members, advisors, RAs, student life staff, etc) and not have their private, personally identifiable information shared with others (unless there is cause to fear for the individual's safety, or the safety of others). College employees will be required to report some statistical information (date, location, category of misconduct/crime, potential for danger) as outlined more fully in a following section, but not any of the victim/survivor's personally identifiable information

In accordance with the federal regulations, the report of statistical information will be shared with the Title IX coordinator, the director of public safety, or the dean of student life. These reports do not include any personally identifiable information without the permission of the victim/survivor, except in the event that the report reveals a possible threat to the victim/survivor or other members of the community. If personally identifiable information is shared, it will only be shared as necessary with as few people as possible, and all efforts will be made to protect the victim/survivor's privacy. The Title IX coordinator, the director of public safety and the dean of student life, will be notified of any reports of sexual assault made to college employees, in order to determine whether a potential threat to the community exists. In the event that a threat does exist, appropriate and timely notification will be issued. All possible measures will be taken to maintain confidentiality within the response team and anonymity for the victim/survivor within the larger COA community.

To Take Action and Make a Formal Report (non-confidential):

In order to begin a disciplinary process, leading to possible administrative action and/or a misconduct hearing and a resolution that can end in the consequences described in the appropriate section above, individuals are encouraged to make a formal report to the Title IX coordinator, the director of public safety, or the dean of student life. Formal reporting means that only people who need to know will be told, and information about the victim/survivor will be shared only as necessary with investigators, witnesses, and the accused individual.



EDUCATION AND INFORMATION SHARING:

Informing the COA Community and Federal Statistical Reporting Obligations:

All college employees, including RAs, but excluding campus counselors, have a duty to report instances of sexual misconduct according to federal reporting guidelines. All personally identifiable information is kept confidential (except in circumstances involving potential threats of bodily harm) but the date, the location of the incident (on or off campus) and the category of misconduct/crime must be passed along to the Title IX coordinator and director of public safety for publication in the annual Campus Security Report required by the federal government. This reporting protects the identity of the victim/survivor and may be done anonymously.

The Campus Security Report helps provide the community with a clear picture of the extent and nature of campus crime, to ensure greater community safety. This report is available online and will be distributed to the COA community. Copies can also be requested from the Director of Public Safety.

COA will also issue an addendum to the Campus Safety Report that will include statistics about sexual misconduct not mandated to be reported by the Clery Act. Sexual misconduct is significantly underreported nationwide and can contribute to a false sense of security. Reporting all incidents of sexual misconduct will keep the COA community informed of the true frequency of these events.

Federal Timely Warning Reporting Obligations

Victim/survivors of sexual misconduct should also be aware that COA must issue immediate timely warnings for incidents reported to them that are confirmed to pose a substantial threat of bodily harm or danger to members of the campus community. COA will make every effort to ensure that a victim/survivor's name and other identifying information are not disclosed, while still providing enough information for community members to make safety decisions in light of the danger. The reporters for timely warning purposes are the director of public safety and the dean of student life.

Education and Training:

COA recognizes the importance of raising awareness of the issues surrounding sexual misconduct and assault. Therefore we commit ourselves to ensuring that community members (students, faculty and staff) have adequate information on this topic and are offered appropriate training on sexual harassment, sexual misconduct and sexual assault on a regular basis. We further commit to ensuring that those responsible for responding to those who have experienced sexual misconduct or those responsible for addressing sexual misconduct complaints have been sufficiently trained to carry out those responsibilities with sensitivity, compassion, and fairness.

Appendix C

Drug-Free Workplace Program and Regulations

College of the Atlantic in compliance with and in support of the Drug-Free Workplace Act of 1988 hereby notifies all employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited at College of the Atlantic.



Violation of this prohibition by an employee shall result in the college taking appropriate personnel action against the employee, up to and including termination of employment, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

As a condition of employment, each employee shall abide by the terms of this statement and shall notify the College through the Personnel Committee of any criminal drug statute conviction for a violation occurring at COA no later than five days after such conviction. Within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction, the Personnel Committee shall notify the Department of Education of said conviction. Within thirty days of the Personnel Committee being notified of said criminal conviction, the Personnel Committee shall notify the Department of Education of the action taken.

The College drug-free awareness program advises that the dangers of drug abuse in the workplace include, but are not limited to physical and mental impairment, injury or death, loss of productivity, and personal and institutional liability.

The College is committed to maintaining a drug-free workplace as outlined in the preceding paragraph and will provide employee assistance through referral for drug counseling or rehabilitation upon request through the Personnel Committee. Employees deemed by the College to be in violation of the prohibition short of actual conviction and short of requesting referral through the Personnel Committee shall be subject to the personnel action deemed appropriate by the college as outlined in the preceding paragraph.

Adopted: May 10, 1990.