

**NEOSHO COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
MINUTES**

DATE: April 14, 2011

TIME: 5:30 p.m.

PLACE: Student Union, Room 209

PRESENT: Kevin Berthot
Charlie Boaz
Patricia Griffith
Clint Isaac
Mariam Mih
David Peter

PRESENT: Dr. Brian Inbody, President
Brenda Krumm, Dean of Outreach and Workforce Development
Sandi Solander, Chief Financial Officer
David Smith, Special Assistant to the President/Faculty Member
Dale Ernst, Dean of Ottawa
Nathan Stanley, Faculty Senate
Dennis Peters
Kent Pringle, Board Attorney
Terri Dale, Board Clerk

Mr. Peter called the meeting to order.

III. Public Comment

There were no speakers.

IV. Approval of the Agenda

Mr. Peter asked to amend the agenda by adding an executive session for non-elected personnel as Item M under new business and changing the executive session for negotiations to item N under new business. Upon a motion and a second the agenda was approved as amended.

V. Consent Agenda

The following items were approved by consent.

- A. Minutes from March 10, 2011
- B. Claims for disbursement for March 2011
- C. Personnel

Agenda Item V-C: Personnel

1. Request for Transfer to Ottawa Campus

Mathematics instructor Nathan Stanley requested a transfer to the Ottawa campus for the 2011-12 academic year. I recommend that the Board approve the transfer.

2. Teaching and Learning Center (TLC) Coordinator-Ottawa

It was the President's recommendation that the Board approve the employment of Anthony Brown as the Coordinator for the Teaching and Learning Center (TLC) in Ottawa. Mr. Brown has a Ph.D. and MS degree from Vanderbilt University in Developmental Psychology, and a B.A. degree from Wabash College in Indiana in Psychology and Education.

From 1994-2010 Dr. Brown was employed by Baker University as Director of the Honors Program, Chair of the Psychology Department, Assistant Professor and Professor of Psychology. Dr. Brown was also the State Representative for Kansas 10th District.

Dr. Brown will be paid \$32,500 (Management Support classification) annually starting April 15, 2011.

3. Resignation

It was the President's recommendation that the Board accept the resignation of Eric Tincher, Dean of Student Development effective June 30, 2011.

Faculty Senate Report: Nathan Stanley, Faculty Senate President, reported that History instructor Mindy Ayers and twenty-five NCCC students visited the Safari Museum on Tuesday, March 29th. Curator Jacquelyn Borgeson was on hand to give a personal tour and provided details about Martin and Osa Johnson's lives and adventures in Africa.

The Academic Excellence Challenge Team participated in regionals at Allen County Community College and placed 4th. The team will participate at the state competition in Salina on the 29th and 30th of April.

This week fifteen NCCC students are on a trip to Washington, DC, with Mindy Ayers and Ben Smith. The trip is part of a 1 credit hour History Study Tour class.

Sarah Robb attended the annual HLC Conference in Chicago with Dr. Inbody, Ben Smith and David Smith. Sarah attended several informational sessions on assessment, retention, and new HLC criteria. She returned to campus with new ideas specifically pertaining to closing the loop on assessment, ensuring that students, faculty, and the public are made aware of assessment results and utilize them to increase student success and learning.

Humanities instructor Kevin Blackwell and Mr. Stanley took five honors students—Tim Oglesby, Michael Dieker, Karin Jacobson, Tierra Defebaugh, and Asia Barnes—to the Great Plains Honors Conference in Arlington, Texas. All five honors students made poster presentations, and attended several oral presentations by honors students from other colleges. Our students made presentations on subjects such as the evolution of Free Speech in the U.S., the spread of Communism in the last century, the JFK assassination, and symbolism in religion.

Evaluation of online courses using the new Form D is currently taking place. Supervisors are meeting with online instructors to take a tour of their courses and compare them to the newly adopted standards. Enrollment for summer and fall has started, so faculty advisors have been meeting with advisees to help plan their schedules. This week faculty members are working on program outcomes assessment reports. Using the program assessment data that has been generated, faculty are assessing each outcome to determine if students are learning the outcome. Plans for improvement and budgetary considerations are included in the reports.

Ottawa Update: Ben Smith prepared the following written report for the Board.

- I. KDOT Street Improvements:** Mr. Smith received notice that KDOT has requested insurance certificates for the project so we should be nearing final approval. Construction is still scheduled for completion this summer depending upon the KDOT approval process. B&W has submitted the "final" plans to KDOT and the City of Ottawa. At this time the project is on time to let bids on April 15th.
- II. Furnishings and Equipment:** Virtually all of the equipment has been placed or installed as necessary. Exceptions include the outside tables and chairs for the plaza areas.

- III.** Project Design Meetings: No additional design meetings are anticipated at this time.
- IV.** Project Progress meetings: Official bi-weekly project progress meetings continue with the contractor and subs on-site. Although the interior project is virtually complete, there are still details such as punch list items and other issues that need coordination.

V. Latest News

Sitework/Exterior

- Parking lots and drive have been completed.
- Sidewalks have been completed. Final grading is nearly done and patios are in progress. Landscaping is also in progress.

Building shell

- The building envelope is essentially complete. Metal doors need to be painted and some minor building caulking needs to be completed.
- The screening for the RTU still needs to be addressed.

Building interior

- Punch list items such as paint touchup, tile and sheet vinyl spot replacement are in progress.
- Bookstore is complete and in operation.
- Fireplace complete and operational.
- Restrooms complete and operational. Some tile on punch list.
- AT&T internet and phone service complete.
- Satellite TV for lounges complete.
- VOIP complete.
- Have a few small items that need to be addressed.

Relocation project

- Moving project went very smoothly thanks to lots of planning and work by Dale Ernst and Ottawa staff. Movers complimented the college for being extremely organized. Office staff were helping students by noon on Monday the 21st while other staff completed the move.

Grand Opening

- The Grand Opening Committee continues to iron out details for the grand opening for the facility scheduled for May 5, 2011.

VI. Project Budget

- On budget. Budget overages will be funded from the technology fee fund and the existing Ottawa “other” budget as planned.

VII. Project Timeline Dates and Estimates

- January, 2010 – Ask city of Ottawa to issue \$5.3M in educational revenue bonds
- March, 2010 – College chooses Loyd Builders to lead project construction
- May, 2010 – Ottawa Planning Commission approves preliminary plat
- June 2, 2010 – Groundbreaking ceremony
- Mid June – Detailed design work on street improvements to Logan Street (on-going thru much of Fall/Winter 2010 because of KDOT review process – construction work scheduled summer 2011)
- July 1 –Construction begins
- July 20 - Power line relocation complete
- August 3 – GeoPier process completed
- August 6 - Site rough grading complete
- September 7 – Concrete slabs complete
- September 8 – First load of structural steel delivered
- September 9 -14 – Erect core
- September 10-15 – Core sheeting completed
- September 15-21 – Erect north and south building core
- September 17-22 – North and south wing sheeting
- September 22-30 – Standing seam roof on Core, then North and South wings
- October – Exterior wall panel installation
- Late October-November – Brick and EIFS installation
- Late October-early November – curbing complete and initial parking lot asphalt complete
- November 11 – TV/monitor bids to board for approval
- December 9 – Furniture/telecom/security equipment bids to board for consideration/approval
- December 11 –EIFS complete
- December 24 – Most windows and doors installed, weather-tight
- January 13, 2011 – Final street improvement contract approved
- February-March – Flooring, cabinetry, finishes
- March 1, 2011 – Furniture/equipment deliveries start for installation
- March 7, 2011 – Internet hooked up
- March 8, 2011 – Preliminary fire safety/code walk-through
- March 10, 2011 – Phone service hooked up
- March 16, 2011 – Final Inspection/Substantial completion
- March 18-22, 2011 – Move/Relocation of existing campus furnishings and setup
- March 28, 2011 – First classes held at new Logan Street facility
- March 29-31, 2011 – Beech Street facility cleanup
- April 1, 2011 –Closing on Beech Street property
- April 1, 2011 – Chanute faculty and staff new site tours, morning and afternoon
- May 5, 2011 – Grand opening
- May-August, 2011 – K68 turn lane project

Dean of Ottawa Report: Dale Ernst, Dean of the Ottawa campus presented the following report for the Board.

Campus Relocation: March 14-18 was spent finalizing the pre-moving process and getting ready for the actual move the following week. Pre-move moving began Friday, March 18. March 21-25 was spent moving from the Beech Street campus to the E. Logan Street location. The staff really pitched in and stayed focused all week. The Chanute staff that went up was very helpful. Full time faculty were there most every day of the week. A couple of adjunct faculty gave of their own time to volunteer to help. Mr. Ernst said that he wanted to publicly recognize service scholarship students Nicole Ferguson, Laura Baker, Angela Ramirez and Shelby Spanknoble, without them they would still be unpacking boxes. Fry-Wagner Moving and Storage provided pre-moving training to the faculty and staff and was excellent in ensuring everything was where they wanted it at the new campus.

Opening Day was very smooth with many students amazed with the E. Logan Street campus. Prior to the move faculty were sent information to go over with students in their classes. Over spring break notices were sent out electronically to students as a reminder where classes were located at the E. Logan St. campus. On opening day faculty were asked to stand outside of their classrooms as a visual for students. Staff was stationed around campus to assist students with questions. Some comments have been:

“This feels like I am at a real college now.” “I was expecting new -but this is amazing!”
“The University of Nebraska doesn’t have anything like this!” “Our bookstore is way nicer then Johnson County’s”

Kevin Blackwell, Chapter Advisor for Phi Theta Kappa Honor Society at Ottawa reported that it has been a busy time for the Beta Nu Iota Chapter of Phi Theta Kappa on the Ottawa Campus. Two members and an advisor attended the International Convention in Seattle, Washington. At the monthly meeting the membership decided to launch a college completion drive at the Ottawa campus as part of a nationwide Phi Theta Kappa effort to increase the number of community college graduates. As part of efforts in conjunction with Universities Fighting World Hunger, the chapter will also be helping a local program that packs weekend meals for underprivileged children who might not otherwise receive adequate nutrition while not at school. The chapter will be inducting 16 new members at a ceremony on Friday, April 15 in the auditorium of the new Ottawa campus.

Brian Patrick, Assistant Dean at the Ottawa campus reported he helped direct the staff and student workers during the opening of the new campus at 900 E. Logan and the move from the Beech Street location. Mr. Patrick and Panther Activity Council chair, Chandler Hottenstein, contacted the Red Cross and organized a blood drive that was held in the new Auditorium on Thursday, April 14, 2011. He is working with new Directors of the Occupational Therapy, Surgical Technology programs and the Coordinator of the Teaching and Learning Center to better understand the college’s advising process. Mr. Patrick reported he assisted Jeff Almond, Coordinator of Advising and Articulation, develop the career pathways charts for new technical

education articulation agreements with Central Heights High School, Baldwin High School, Wellsville High School, and Anderson County High School.

Leslie Mader, Assistant Director of Admission reported she has received 652 online applications from January 3rd until April 14th, 2011. She has contacted 105 perspective students, who have applied for Financial Aid, but have not applied to the college.

Ottawa's Nursing Information Night helped inform the community of the process and requirements of NCCC's Nursing program. The nursing information consists of college admission, financial aid, nursing prerequisites and the nursing program. Their numbers consisted of 15 to 25 people each month.

The Occupational Therapy Assistant Open House was held on March 31, 2011. The open house had 36 students or potential students in attendance. Many of the attendees have either enrolled for classes or have applied to the program. Information provided was an overview of college and OTA admissions, financial aid and basics of the OTA program. A small reception was held in the OTA lab as part of the OTA facilities tour.

This spring Ms. Mader visited NCCC Ottawa's six concurrent schools, 10 surrounding schools and 2 College Fairs. High schools students were informed of the great opportunity to attend a community college before going on to a four year university.

Staff are in the process of organizing the first Panther Preview Day at the Ottawa Campus scheduled for Tuesday, May 3rd. Over 425 invitations were sent out to surrounding high school juniors and seniors.

I have invited 45 surrounding schools to

Ottawa's first Principal/Counselor Day is scheduled for Wednesday, May 4th. The purpose of the day is to discuss the benefits of collaboration between institutions. Invitations were mailed to 45 surrounding schools.

The college will be represented at 10 to 12 different county fairs and activities throughout the summer.

Treasurer's Report: Sandi Solander, Chief Financial Officer, distributed monthly financial reports. She said that revenue included the sale of the Beech Street campus in Ottawa (\$458,000) and about \$200,000 from the county. Disbursements included a \$400,000 bond payment for the new campus at Ottawa.

President's Report: Dr. Brian Inbody updated the Board on recent activities concerning the College.

Enrollment: Summer and fall enrollment has started for the coming year. Due to some issues with the schedule, enrollment is starting a little later than last year. However fall enrollment is already posting gains over last year's enrollment on this date. It is very early for any kind of accuracy or prediction, but right now enrollments are up about 8% in overall enrollment for the summer and about 28% for fall.

Higher Learning Commission Annual Meeting: Ben Smith, David Smith, Sarah Robb and Dr. Inbody attended the annual meeting of the HLC in Chicago. Dr. Inbody reported that they learned that there would be several changes including the following three.

- The five main criteria that each institution must speak to in the self-study process are completely changing. This change will take effect January 1, 2013. Since NCCC is up for re-accreditation in 2013-2014 the Self Study will need to be written to the new criteria. This is a bit disappointing as staff have spent the last year looking at each of the current criteria and preparing evidence statements. Many of these will have to be re-written and/or reorganized in a new area.
- The College must create a new policy defining the credit hour. Just what is a credit hour here – how long is the class in minutes, how many outcomes can be accomplished, how much “homework” should be assigned, etc. This is a federal mandate as part of the Higher Education Reauthorization Act. HLC is not pleased. The deadline for completing this task is July 2012.
- Retention and graduation rates have a whole new importance to HLC on par with assessment. The College must gather the right kind of data and have a detailed plan of retention and graduation improvement. Adequate resources will be put into retention and goal attainment and working to improve NCCC's rates. This has the potential of shifting some priorities of the college in the way of personnel and resource allocation.

Ben Smith, David Smith and Dr. Inbody presented on Master Planning to a room of about 85 people and was widely received. Dr. Inbody noted that he had quite a few folks come up and talk to him afterward that they really liked the presentation and thought it was a great subject. David Smith and Sarah Robb also attended extra sessions on writing a self study as it is almost time to begin that process.

Performance Agreements 2010: On April 20 Dr. Inbody will travel to KBOR and present the Performance Agreements Report for 2010 to the Regents. He will have 10 minutes to talk about the various aspects of the report which he shared with the Board in February. KBOR staff is recommending full funding for next year, which means the College will get 100% of any new money. Dr. Inbody state that NCCC staff have done a tremendous job accomplishing the goals and should be congratulated.

Music Festival: April 2nd the College hosted the 1-3A vocal music festival for this region. About 250 students were on campus from eastern Kansas. College employees volunteered their own time to help run the various aspects of the day as room monitors, judge helpers, etc. The

festival was a huge hit. Dr. Inbody said he had heard many complements on how well it was organized. Dr. Inbody congratulated David Smith on hosting the festival and making it such a success. NCCC will host the event again next year.

Economic Impact Study: The Kansas Board of Regents has released an economic impact study about the positive effect Kansas colleges and universities have on the state's economy. NCCC is included in that study. KBOR estimates that the college positively impacts the service areas to the tune of \$40 million dollars per year. Besides the money brought into the area from state and federal sources, the \$14 million that is spent each year at the college results in \$40 million in economic effect each year. If one considers that \$3.4 million of our budget is local tax funds, those funds have resulted in this large economic impact, returning 11.8 times what was given in property tax money. KBOR estimates that, through direct and indirect means, the result of having a college in the service area, 678 people are employed.

ACCT Presentation: Dr. Inbody reported that several members of the Board and he will be attending the ACCT conference in Dallas in October. Requests for presentations are currently being accepted. Dr. Inbody said that he could put together a presentation on the assessment system or on master planning if trustees were interested in participating in such an activity.

President's Yearly Report: A copy of the President's Yearly Report on the Board's goals and expectations for the President was distributed to each trustee. Each section was written by employees of the College. At the end of each section, Dr. Inbody included an "As President" bullet to show exactly what he personally did to move forward on the goals. If you see an "I" in the report, it refers to Dr. Inbody, as President. It is hoped that this document serves not only as a grade card for the President, but as a communication tool for the College to show each other all of the things that have been done to move the college forward in a year's time.

Legislative Update: Following is the update from Larry Berg on items of interest to NCCC:

SB 13, which would make technical corrections and updates to postsecondary technical education, passed the Senate by a vote of 38-0, was heard in House ED. This bill was rolled into SB 143 (tiered funding for tech ed) and is now in a conference committee. At this point the chances of concurring in both Chambers looks good.

SB 143, which would create the postsecondary tiered technical education state aid act, passed the Senate by a vote of 39-0. As stated above, this bill is in conference.

HB 2006, which would repeal in-state tuition of "unlawful," passed the House by a vote of 72-50. . Regent Sherrer testified in opposition to the bill. This bill stalled in the Senate Fed. & State Affairs Committee, which suggested the bill NOT be passed. However, it will remain active next year.

HB 2353, conceal carry was referred to House Fed. and State. A hearing has not been scheduled at this time. Although this bill did NOT get a hearing this session, it will remain active next year.

HCR 5013, which is a constitutional amendment to provide revenue, expenditure and taxation limitations on state government. This resolution did NOT get a hearing in the House Tax Committee this year and probably won't.

HCR 5018, which is a constitutional amendment that would abolish the State BOE and KBOR was heard in House ED this week. It has no chance of passing out of committee, in my opinion. It has not been scheduled to be voted on by the House ED Committee. This resolution did NOT get out of the House ED Committee.

Donating older additions to CCA: Mindi Masoner from Chanute Christian Academy has asked for our past editions of computer textbooks. With the nature of the computer industry the College changes editions often in that discipline. The College is switching from Office 2007 to Office 2010 textbooks and so the President authorized those past 2007 books be given to CCA.

Ribbon Cutting on May 5th 2011: The College is booking a bus to transport Trustees, Foundation Board Members, employees and community members that want to be present at the ribbon cutting. The bus will load at 1:00pm on May 5th in the parking lot east of the Student Union, depart by 1:15 and return at approximately 6:30pm. Dr. Inbody asked that any trustee who would like to travel on the bus to let him know.

Meals at Board Meetings: Great Western is giving the Board the option of going through the line for the Thursday night meal as opposed to the sandwich supper. Dr. Inbody asked the Board to consider which option they would prefer and notify him.

Retreat: The spring retreat will be on the 28th at 5:30 pm. The topics include:

- Major projects for 2011-2012 and beyond
- Budget discussions
- BOT evaluation of how well we have met our purposes

Agenda Item VII-A: Board Policy Revisions (second reading)

Because of changes in Kansas Statutes regarding continuing contracts, the President recommended that the Board update the Continuing Contract Law policy and the Notice of Non-Renewal policy. The revised policies were presented for a first reading at the March meeting and were presented for approval of the April meeting.

Current Policy

Continuing Contract Law (revised dates 3/8/01)

Kansas law provides that every full-time community college instructor shall be deemed re-employed for the succeeding year unless the board of trustees shall cause notice in writing to be given said instructor on or before May 1, of the term in which the instructor is then employed, and such instructor shall be presumed to have accepted such employment unless he/she shall notify the board in writing to the contrary on or before May 15.

Proposed Policy

Continuing Contract Law (revised 3/8/01) (revised 4/14/11)

Kansas law provides that every full-time community college instructor shall be deemed re-employed for the succeeding year unless the board of trustees shall cause notice in writing to be given said instructor on or before the third Friday in May, of the term in which the instructor is then employed, and such instructor shall be presumed to have accepted such employment unless he/she shall notify the board in writing to the contrary on or before the fourteenth calendar day following the third Friday in May, as provided in K.S.A. 72-5437 and subject to other applicable statutory provisions and any amendments to said statutes.

Current Policy

Non-renewal or Termination*

Non-renewal or termination of “professional employees” shall be in accordance with K. S. A. 72-5410 et seq., K. S. A. 72-5413 et seq. and K. S. A. 72-5436 et seq.

Proposed Policy

Non-renewal or Termination (revised 4/14/11)

Non-renewal or termination of “professional employees” shall be in accordance with K.S.A. 72-5437 et seq., K.S.A. 72-5413 et seq., and K.S.A. 72-5436 et seq. and subject to other applicable statutory provisions and any amendments to said statutes.

Resolution 2011-22

RESOLVED, that the Board of Trustees of Neosho County Community College approves the revised policies for Continuing Contract Law and for Non-renewal or Termination in the Board Policy Handbook.

Upon s motion and a second the above resolution was approved. Motion passed unanimously.

Agenda Item VIII-A: STARS Salary Alignment

The President told the Board that compared to other Student Support Services grants in Southeast Kansas and to other TRIO grant programs on the NCCC campus, the STARS grant personnel were significantly underpaid. This is a result of a low starting salary range originating in the first STARS grant that was not brought up-to-date as employees left and were replaced with new hires. A thorough review of educational level, years of employment, and comparison of job duties to other TRIO positions led to this recommendation. The worksheet below shows the comparisons.

Current SSS

Job Title	12-Month Adjusted Salary	Annual Salary	Proposed Adjusted 12-Month 2011-2012	Length of contract	Education Level	Years at NCCC
Director, SSS	42,140	42,140	N/C	12	MS	4+
Math Specialist, SSS	30,907	30,907	35,223	12	MS	2+
English Specialist, SSS	27,000	27,000	30,780	12	MS	1+
Transfer/Career Advisor, SSS	25,883	25,883	29,506	12	BS+	1+
Admin. Assistant, SSS	21,424	21,424	N/C	12	AS, AAS	2+

Other Trio

Job Title	12-Month Adjusted Salary	Annual Salary	Length of contract	Education Level	Years at NCCC
Director, TS	47,652	47,652	12	MS	9+
Academic Advisor, TS	40,368	37,520	11	MS	5+
Academic Advisor, TS	42,276	38,845	11	BS	10+
Admin. Assistant, TS	22,125	22,125	12	AS	4+
Director, UB	45,789	45,789	12	MS	10+
Academic Coordinator, UB	32,357	32,357	12	BS	3+
Admin. Assistant, UB	20,488	20,488	12		1+

Three positions were recommended for salary adjustments: the Math Specialist, the English Specialist, and the Transfer/Career Advisor. The proposed annual salary will begin with the next contract and will be in lieu of any other regular salary increase that may be approved by the Board of Trustees.

Job Title	Current Annual Salary	Proposed Annual Salary 2011-12
Math Specialist, SSS	\$30,907	\$35,223
English Specialist, SSS	\$27,000	\$30,780
Transfer/Career Advisor, SSS	\$25,883	\$29,506

Resolution 2011-23

RESOLVED, that the Board of Trustees of Neosho County Community College approves salary adjustments for the Student Support Services Math Specialist, English Specialist and Transfer/Career Advisor as indicated above and in lieu of any other regular salary increase that may be approved by the Board of Trustees for 2011-12. The adjusted salaries will begin September 1, 2011.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Agenda Item VIII-B: Title and Job Description Revision

The role of Vice President for Administration has grown since its inception to encompass a large amount of project management, which now takes up a large proportion of the Vice President's time. With the Ottawa project drawing to a close over the next 12 months, other projects will begin including renovations to Rowland Hall, Stoltz Hall, Chapman Library and elevator, and the possible relocation of the softball field and construction of outdoor bathrooms.

With increased project management taking up a good deal more of the Vice President's time in the next few years, Dr. Inbody will be removing some responsibilities to balance that position. The President will take oversight of the Office of Human Relations. All employees ultimately answer to the President and the HR department needs to be a "direct report" to the CEO to reflect this.

Dr. Inbody recommended the Vice President for Administration position be renamed to Vice President for Operations. Attached is the revised job description.

Resolution 2011-24

RESOLVED, that the Board of Trustees of Neosho County Community College approves the President's recommendation to rename the Vice President of Administration to the Vice President for Operations.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Vice President for Administration Operations

Reports to: President

Organizational Unit: Exempt, Executive Administration

Starting Salary range: \$75,000-\$~~85~~90,000

Based on Education and Experience

Revised: ~~June~~April, 20101

This position reports to the President and provides executive leadership and administrative oversight for the following areas of the College: capital projects, operations, financial and business affairs, ~~human resources~~, technology services, auxiliary services, maintenance and facilities, safety and security, and planning, ~~and capital projects~~. The Vice-president shall serve on the President's executive team.

Duties and Responsibilities:

1. Serve as chief operations officer for the college.
2. Provides project leadership, coordination and project management for all college deferred maintenance and capital improvement projects.
- ~~3.~~ 3. Exercises leadership for and executive management of assigned areas and for the professional development of assigned personnel.
- ~~4.~~ 4. Assists in the formulation of the College's overall operating budget.
- ~~5.~~ 5. Participate in the overall planning operations of the College and provide direct oversight of the strategic technology plan, emergency action plan, capital improvement plan, and facility master plan.
- ~~6.~~ 6. Oversees Lead and advance the implementation of College administrative strategic goals and action plans for areas of responsibility.
- ~~7.~~ Provides project leadership and coordination for all college deferred maintenance and capital improvement projects.
- ~~8.~~ 8. Lead and advance Oversees fiscal affairs operations through the direct supervision of the CFO.
- ~~9.~~ Oversees the human resources operation of the college, including affirmative action and federal and state regulations, through the supervision of the Director of Human Resources.
8. Lead and advance Oversees the information technology aspects of the college through direct supervision of the Director of Technology Services/CIO.
9. Lead and advance Oversees auxiliary services through direct supervision of the CFO .
10. Lead and advance Oversees maintenance, facilities and groundskeeping operations of the college through the direct supervision of the Maintenance Supervisor.
11. Lead and advance Oversees the development and implementation of the College's safety and emergency plans through the direct supervision of the Director of Technology Services/CIO, and provides oversight for safety and security of the College and its constituents.
- ~~11.~~ 12. Other duties as assigned by supervisor.

Experience and Education:

1. Masters degree required in one of the areas of responsibility; Doctorate preferred.
2. CPA license preferred; certified project manager preferred.
3. Ten years of administrative experience required, preferably in one of the areas of position's responsibility; five years in higher education preferred.

Working Conditions:

1. Normal office working environment.
2. Ability to sit in an office chair for long periods while operating a personal computer is required.
3. Some travel during normal working hours will be required.
4. Time commitment in excess of a forty hour week will sometimes be required.

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion; in the admission, access to, treatment, or employment in the college's programs and activities is prohibited. The Chief Student Affairs officer, NCCC, 800 West 14th Street, Chanute, Kansas 66720, 431-2820 ext. 213, has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Americans with Disabilities Act Amendments Act of 2008. Information concerning the provisions of these acts, and the rights provided thereunder, are available from the compliance coordinator.

Agenda Item VIII-C: Vice President of Operations Contract

Ben Smith has done an excellent job in all of the many positions he has held at NCCC. His commitment of time, energy, and creativity is unsurpassed at this College. Dr. Inbody said he believes that Mr. Smith will undoubtedly continue to advance the mission of the institution through this new role. Dr. Inbody recommended Ben Smith be named the first Vice President for Operations.

This position involves project management, usually lasting multiple years, Mr. Smith has repeatedly shown that he is a true asset to the College, the President recommended that Mr. Smith receive a two-year rolling contract. It is important to have continuity of leadership during large capital improvement projects which may span several years. Also, “continuity of leadership” was specifically mentioned in the report of the visiting team of Higher Learning Commission during our last comprehensive visit. This is additional evidence that NCCC is taking measures to ensure a qualified experienced administrative team is in place and that the college is advancing long-range goals.

Multi-year contracts are at the discretion of the President to recommend and the Board to approve. Dr. Inbody said he was thinking of limiting his recommendation of multi-year contracts to Executive Administrators and only to those who have had a lengthy track record of success.

Resolution 2011-25

RESOLVED, that the Board of Trustees of Neosho County Community College approved the recommendation to appoint Ben Smith as the Vice President of Operations and in this position he will be given a two-year rolling contract.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

**NEOSHO COUNTY COMMUNITY COLLEGE
EMPLOYMENT CONTRACT
EXECUTIVE ADMINISTRATOR**

This contract, entered into this ____ day of _____, 2011, by and between the Board of Trustees of Neosho County Community College, hereinafter called "Board," and Ben Smith, hereinafter called "Employee."

The Board and Employee agree to the following conditions:

1. Employee is hereby employed by the Board for a term beginning July 1, 2011 through June 30, 2013. The Agreement will be extended for additional one-year periods by the Board providing notice to such effect to Employee by June 15 of each year during the employment term or each year during the extended employment term. The failure of the Board to provide notice of extension by June 15 of any year beginning with 2012 and thereafter during the employment term or extended employment term shall be considered and treated as indicating the intent of the Board not to renew or extend the employment and it shall consequently cease one year from June 30 of the year in which no notice was given (e.g.: if the Board fails to give notice by June 15, 2012 that the contract has been extended according to this provision, the employment with the Board will end effective June 30, 2013).
2. Employee is employed in a primary position as Vice-President of Operations and shall perform other duties as assigned by the President.
3. Employee will be paid a salary of \$_____, payable in ___ monthly installments on or about the last day of each month covered by this contract. Cafeteria plan fringe benefit of \$_____ per month shall be paid, the first monthly installment being due and payable _____, 200__.
4. Employee will in addition to salary, receive a Supplemental Retirement Annuity as provided in Board Policy for Executive Administrators.
5. This contract is subject to: a) the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, as amended and/or supplemented to, b) rules, regulations, and policies set forth by the Board, now in effect or hereinafter adopted.
6. The recruitment and retention of students is vital to the college and all employees are expected to share in this responsibility.

This contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This contract supersedes all previous communications, representations or agreements either verbal or written between the parties. This contract shall not be binding unless accepted by the Board.

Neosho County Community College

Employee

By: _____
Chairman, Board of Trustees

Ben Smith

Attest: _____
Clerk, Board of Trustees

Date

Agenda Item VIII-D: Reorganization of Financial Aid

Eric Tincher, Dean of Student Development, Kara Hale, Financial Aid Director with Dale Ernst, Dean of Ottawa Campus, have been evaluating the position responsibilities of the Financial Aid Department for the past three months following the resignation of the former Financial Aid Director in December 2010.

It is the time to re-evaluate the infrastructure regarding financial aid. The goals of this restructure are to:

- Effectively process and distribute aid to a growing population of students;
- Improve customer service and satisfaction of financial aid department;
- Balance the work load of the Director of Financial Aid

Increasing enrollment numbers, increased numbers of financial aid applicants and recipients, and additional Federal regulations have caused the financial aid department to struggle to fulfill department requirements with current department structure.

Consider spring semester data as one example of our current enrollment growth.

TOTAL	Students	Hours	Chanute	Students	Hours	Ottawa	Students	Hours
2008	2,265	14,698.50	2008	564	5,606.50	2008	611	4,123
2009	2,618	16,887.50	2009	644	5,679.50	2009	713	4,725
2010	2,835	18,262.50	2010	628	5,874.50	2010	747	5,155

Below are numbers demonstrating the increased financial aid applications being received and processed by the Financial Aid department.

	2008-09	2009-10	Increase 08/09 to 09/10		2010-11 Year in Process *	To Date Increase from 09/10 to 10/11*		To Date Increase from 08/09 to 10/11		Projected 2011-12**
1 # of FAFSA's	1562	1936	374	24%	2229	293	15%	667	43%	976
2 # of FAFSA's Verified	427	600	173	41%	756	156	26%	329	77%	

* Students can still submit a 10/11 FAFSA through June 30th and students will continue to be paid grant and loan through the spring and summer semesters.

** 11/12 FAFSA applications just began in January and will continue through June 2012.

1 This line shows the number of students completing a Federal Student aid (FAFSA) application. Each ISIR (processed FAFSA) is reviewed and multiple letters/emails are sent to each student.

2 This line shows verification. Verification is a process where tax returns and other items are collected and compared to the original FAFSA application. This is a time consuming process that must be performed on about 30% of FAFSA's.

Federal regulations place increased demands on the financial aid department. A primary example is the expanded “year round Pell Grant” program. Due to rule changes the financial aid department must review and process two different years applications and use both during the summer semester (which is already peak time for this department). These regulations result in more time needed to process financial aid applications and determine maximum eligibility, more adjustments/corrections required to be processed, and additional counseling of students regarding aid eligibility.

The requested positions changes were: (1) to delete the full-time Ottawa Financial Aid Specialist position and replace with the Assistant Financial Aid Director position (the job description is attached), and (2) to increase the Financial Aid Clerk position at Ottawa to 20 hours a week.

The reorganization proposal saves about \$3,200 and would allow the financial aid department to more effectively meet increased demands and serve students. The proposal addresses changes to current financial aid positions, suggests how these changes could be funded, and why these changes are needed.

Adjusted Job Responsibilities

The Assistant Financial Aid Director would retain most responsibilities from the prior Financial Aid Specialist position and take on these additional responsibilities.

- Supervision of the Financial Aid Clerk at Ottawa
- Satisfactory Academic Progress Procedure
- Default Management
- Veterans Benefits

The Financial Aid Clerk position at Ottawa would take on additional responsibilities in the increased hours:

- File Verification
- Assisting/Counseling Students

The proposal requests the current budgeted wage/salary funds be reallocated within the financial aid department to fund the requested positions changes. The goal of the proposal is to remain budget neutral while improving service offered to students. The following chart shows the adjustments to fund this proposal.

Position	2010-11 Budgeted Amounts	Current/Proposed Salary/Wage	Adjustment
Financial Aid Director	\$39,233	\$29,750	\$9,483
Financial Aid Specialist-Ottawa (current) / Assistant Financial Aid Director (proposed)	\$11.39/hr = \$23,691 + Approx. \$800 overtime yr*	\$27,000	(\$2,509)
Financial Aid Specialist-Chanute	\$11.03/hr = \$22,943	\$10.70/hr = \$22,256	\$687
Financial Aid Clerk-Chanute	\$9.73/hr = \$10,120	\$9.00/hr = \$9,360	\$760
Financial Aid Clerk-Ottawa 10 hours (current) Permanent 20 hours (proposed)	\$8.00 hr = \$4,160	\$9.00/hr = \$9,360	(\$5,200)
			\$3,221

*Financial Aid Specialist Ottawa earned \$491.34 in overtime from July-January. No overtime would be paid in the new position.

It was the President's recommendation that the Board of Trustees create an Assistant Director of Financial Aid position and Susan Beddo be named the Assistant Director of Financial Aid beginning July 1. Also that the hours of the financial aid clerk at Ottawa be increased to 20 hours per week and be made a permanent part-time position.

Resolution 2011-26

RESOLVED, that the Board of Trustees of Neosho County Community College approves the recommendation to add the position of Assistant Director of Financial Aid and that Susan Beddo be named to that position. Further, that the financial aid clerk position at Ottawa be increased to 20 hours per week and become a permanent part-time position and that the Financial Aid Specialist position be deleted.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

ASSISTANT DIRECTOR OF FINANCIAL AID

Reports to: Director of Financial Aid, Assistant Dean of the Ottawa Campus

Classification: Administrator, Full-Time, 12-month employee

Location: Ottawa

Vacation/Sick Leave/Regular Holidays, Fringe Benefits per Board Policy

Starting Salary Range: \$27,000 - \$29,000

This position is a member of the Student Development team who reports directly to the Director of Financial Aid but is coordinated by the Assistant Dean of the Ottawa Campus. This position is responsible for overseeing the financial aid program at the Ottawa campus. Duties include, but are not limited to:

1. Provide premiere customer service to all external and internal stakeholders.
2. Perform Satisfactory Academic Progress on all Federal Aid recipients at the end of each semester, review all Ottawa student appeals, monitor approved appeals for continued compliance;
3. Maintain policies and procedures regarding loan programs and Satisfactory Academic Progress requirements in compliance with federal regulations;
4. Implement and coordinate all loan default prevention measures, including third party services;
5. Manage Veteran's Benefits student advising for Ottawa campus students;
6. Act as the liaison between the Ottawa campus and the Financial Aid Director regarding all financial aid areas;
7. Participate in the college recruitment and retention effort by interpreting the student financial aid program to prospective students through student consumer information, visitations, and student/parent(s) counseling;
8. Supervise the Financial Aid Clerk at Ottawa;
9. Communicate with students and parents regarding financial aid application processes, awarding, aid disbursement, and eligibility;
10. Process student files;
11. Award Federal Student Aid for Ottawa campus and issue award notifications;
12. Evaluate and determine payable enrollment status for all Federal Student Aid recipients prior to each Federal Student Aid disbursement;
13. Manage the receipt and processing of all student and parent loan applications;
14. Perform additional duties as assigned by the Director of Financial Aid or Assistant Dean of the Ottawa campus.

Required Knowledge, Skills and Abilities

1. Must possess a service mentality toward students, parents, faculty and other staff members.
2. Experience working with databases, ability to manage and analyze data.
3. Attention to detail, organizational skills, ability to manage multiple tasks at one time.
4. Demonstrated ability to learn and disseminate detailed information using high level of interpersonal skills.
5. Sensitivity to, and awareness of, confidential materials.
6. Excellent interpersonal skills with students, parents and staff.
7. Ability to work effectively with diverse populations.
8. Ability to appropriately exercise independent initiative and judgment.

9. Willingness and ability to lead the Ottawa financial aid department and work as a member of a team.

Education and Experience:

- Associate's degree required. Bachelor's degree preferred.
- Minimum of three years of experience in student services or other college office setting highly preferred.
- Minimum of one year experience in financial aid or related area preferred.

Working Conditions:

1. Normal office working environment.
2. Ability to sit in an office chair for long periods while operating a personal computer is required.
3. Some travel during normal working hours will be required.
4. Occasional overtime will be required.

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion; in the admission, access to, treatment, or employment in the college's programs and activities is prohibited. The Chief Student Affairs officer, NCCC, 800 West 14th Street, Chanute, Kansas 66720, 431-2820 ext. 213, has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Americans with Disabilities Act Amendments Act of 2008. Information concerning the provisions of these acts, and the rights provided thereunder, are available from the compliance coordinator.

Agenda Item VIII-E: Employee Contract Renewals

The President recommended that the Board approve 2011-2012 employment contracts for the employees listed below under the classification system which was approved at the September 2008 Board meeting.

Executive Administrator

Ben Smith, Vice President of Operations

Senior Administrator

Claudia Christiansen, Director of Development and Marketing

Dale Ernst, Dean of the Ottawa Campus

Marie Gardner, Associate Dean of the Online Campus

Brenda Krumm, Project Manager for Title III (50%) and Dean of Outreach and Workforce Development (50%)

Sandi Solander, Chief Financial Officer

Administrator

Susan Beddo, Assistant Director of Financial Aid

Sarah Cadwallader, Director of Admissions

Pam Covault, Director of Nursing

Kara Hale, Director of Financial Aid

Kathie Henton, Health Information Technology Director

Randy Kettler, Director of Basic Skills/CAVE

Brian Patrick, Assistant Dean of Ottawa

Kerry Ranabargar, Director of Technology Services/CIO

Tracy Rhine, Director of Allied Health

Beverly Roush, Assistant Director of Nursing

Brenda Rowe, Director of Human Resources

Paul Smith, Maintenance Supervisor

Melinda Taylor, Registrar

Selina Wallace, Bookstore Manager

Susan Weisenberger, Director of Library Services

Jamey Whitney, Assist Director of Development/Grant Writer

*Patty Allen, Retired Senior Volunteer Program Director

*Brenda Armstrong, GEAR UP Director

*Karen Bertels, Activity Director for Title III (50%) and Assistant Dean of Outreach and Workforce Development (50%)

*Bart Chaney, Student Support Services Director

*Krista Clay, ABE Coordinator

*Maranda Collins, Upward Bound Director

*Barbara Flett, Title III Director of Occupational Therapy Assistant Program

*Marie Moore, Talent Search Director

*Ramona Munsell, TRIO Grant Writer (half-time)

*Kelly Warren, Title III Surgical Technology Developer/Director

Management Support

Jeff Almond, Coordinator of Advising & Articulation
Anthony Brown, TLC Coordinator-Ottawa
JoAnn Clouse, Bookstore Coordinator, Ottawa
LuAnn Hauser, Institutional Research Specialist
Leslie Mader, Assistant Director of Admissions-Ottawa
Bud Moore, Construction Coordinator (1/2 time, 9 month)
Erica Mudd, Recruiting/Retention Specialist for Technical Education
Ann Neff, International Student Coordinator
Sandy Robb, Lifetime Learning Coordinator (1/2 time)
Jessica Schomaker, Graphic Artist/Webmaster
Jon Seibert, Computer Applications Specialist
Dwight Smith, Network Administrator
Sarah Smith, Alumni Relations/Development Assistant
Amber Vail, Health Occupations Coordinator
Kim Vanatta, Coordinator of Development Lab
Jennifer Williams, Medical Assistant Coordinator/Instructor (10 month)
*Judy Baker, Retired Senior Volunteer Program Volunteer Coordinator (1/2 time)
*Kyle Bures, Student Support Services Career/Transfer Specialist
*Angela Christy, ABE Instructor-Ft. Scott
*Kerrie Coomes, Talent Search Academic Advisor
*Dan Fossoy, ABE Instructor-Independence
*Mark Hendrix, ABE Instructor-Chanute
*Heather Garrett, ABE Instructor
*Laurie Kerns, Upward Bound Academic Coordinator
*Ashley Keylon, ABE Instructor-Ft. Scott
*Larita Murray, ABE Instructor-Coffeyville
*Grace Riebel, Student Support Services English Specialist
*Mike Rose, Talent Search Academic Advisor
*Carol Shepard, Student Support Services Math Specialist
*Jamie Stucky, GEAR UP Academic Advisor (10 month)

*Denotes grant positions. Employment is contingent upon continued funding of the individual grant.

Resolution 2011-27

RESOLVED, that the Board of Trustees of Neosho County Community College approves 2011-2012 employment contracts for employees as presented under the classification system and contingent upon future grant funding for grant employees and that notices of intent not to renew employment contracts be given as required by Board Policy for contingent renewals.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Agenda Item VIII-F: Hourly, Non-Exempt Employee Renewals

It was the President's recommendation that the Board approve the employment of the following hourly, non-exempt employees.

Tracy Anderson, Custodian
Mary Barr, Switchboard/Administrative Assistant
Gloria Beeman, Office Services Clerk
Patty Benton, Cashier
Jeff Brown, Maintenance B
Linette Burton, Financial Aid Clerk (1/2 time)
Jane Cox, Financial Aid Specialist
Steve Crawford, Electrician/Plumber
Jennifer Daisy, Cashier-Ottawa
Terri Dale, Administrative Assistant to the President
Heather Daniels, Administrative Assistant/CAVE
Marcy Dix, Assistant Registrar-Ottawa
Debbie Eagle, Library Associate
Kim Ensminger, Administrative Assistant to the Vice President for Operations and
the Dean of Student Development
Cindy Fairchild, Administrative Assistant for Bookstore and Business Manager
Megan Finley, Administrative Assistant-Nursing, Chanute
Julian Fisher, Maintenance-Ottawa
Denise Gilmore, Administrative Assistant, Vice President for Student Learning
Susan Haddan, Assistant Registrar
Kelly Hamm, Administrative Assistant-Nursing-Ottawa
Diane Howell, Bookstore Assistant-Ottawa (1/2 time)
Tim Jones, Admissions Specialist (3/4 time)
Jackie Kinzer, Accounts Payable/Payroll Clerk
Tim McCoy, Lead Custodian
Mia Neely, Accounts Receivable Clerk
Paulette Parriott, Receptionist/Switchboard-Ottawa
Corey Rahe, Maintenance C
Sharon Rice, Bookstore Clerk
LuAnn Rogers, Custodian
Debra Schommer, Administrative Assistant-Faculty
Mary Jo Sechler, Accounting Specialist
Teri Showalter, Administrative Assistant for Allied Health
Donna Shumway, Tech Services Technician-Ottawa
Amy Smith, Administrative Assistant-Outreach/Workforce Development
Rena Snyder, Library Clerk
Kelly Wilson, Receptionist/Registration Clerk

- *Jan Wolfe, Administrative Assistant-Title III (50%) and Assistant Dean for Outreach/Workforce Development and Switchboard (50%)
- *Marcie Burk, Administrative Assistant-Student Support Services
- *Kim Whittley, Administrative Assistant/HIT-half-time
- *Nicci Wiltse, Administrative Assistant-Talent Search
- *Beau McMillan, Administrative Assistant-Upward Bound

*Denotes grant positions. Employment is contingent upon continued funding of the individual grant.

Resolution 2011-28

RESOLVED, that the Board of Trustees of Neosho County Community College approves 2011-2012 employment contracts for the individuals listed above under the hourly, non-exempt classification and contingent upon future grant funding for grant employees effective at the end of the current contracts and conditioned upon continued good standing.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Agenda Item VIII-G: Athletic Trainer Position

An athletic trainer is required to attend all games and be available for all practices in order to ensure the safety of student athletes. Recently the College expanded cheer and dance as well as women's track. With greater number of athletes additional help is required in the athletic training program.

Currently the college normally employs one full-time athletic trainer and one part-time assistant trainer. (With the departure of Sonya Herman, NCCC now only has one trainer.) The hours required at games and practices by the NJCAA and the Jayhawk Conference exceed the hours that one full-time and one part-time trainer can provide. Additionally, practices and games for the many sports happen simultaneously at various playing fields and courts. Our one athletic trainer cannot cover all of these events at the same time.

The President will be asking the athletic trainers to recruit students interested in this field of study in hopes of making this a vibrant program with the opportunity to increase enrollment and numbers in student housing therefore offsetting the additional costs.

Dr. Inbody recommended that the Board of Trustees delete the position of assistant trainer and employ two full-time trainers, offering both trainers a 10-month contract. The standard job description for the athletic trainer position is attached. This new full-time trainer would be added to the 2011-2012 budget and the position would begin July 2011.

Resolution 2011-29

RESOLVED, that the Board of Trustees of Neosho County Community College approves the addition of a second full-time athletic trainer to replace the half-time assistant trainer.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

ATHLETIC TRAINER/INSTRUCTOR

Reports to: Athletic Director

Organizational Unit: Faculty, 10 month contract

Starting Salary range: Based on Education and Experience

This position reports to the athletic director and links the athletic department and the medical community in a manner providing for the cooperative implementation of injury prevention measures, emergency care, and injury management. Duties include but are not limited to:

1. Abide by and adhere to the NATA Code of Ethics;
2. Direct daily training room operations, including:
 - a. Exercise, rehabilitation and therapy programs;
 - b. Establish, maintain and secure athletic medical files for each athlete;
 - c. Maintain daily records concerning treatments, evaluations, rehabilitation, medications, insurance and coaches report;
3. Provide athletic training coverage for all home athletic events;
4. Help recruit and supervise student athletic trainers;
5. Prepare student athletic trainers for transfer to accredited athletic training programs;
6. Serve as a liaison between the following persons: physicians, physician's assistants, emergency medical personnel, coaches, athletes, parents, and public;
7. Assist parents in filing insurance claims for all athletic injuries;
8. File college insurance for all athletic injuries;
9. Work cooperatively with and under the direction of physician(s) and physician's assistant(s) about the following:
 - a. Reconditioning procedures;
 - b. Operating of therapeutic devices and equipment;
 - c. Fitting of braces, guards and other devices;
 - d. Referrals to the physician, physician's assistant, health services, or hospital;
 - e. Pre-participation physical examinations for all athletes;
10. Requisition, store, and inventory all training room supplies;
11. Oversee athletic training budget allocations;
12. Serve as host to visiting athletic trainers and athletic teams;
13. Administer first aid to injured athletes;
14. Obtain ambulances as necessary;
15. Work cooperatively with coaches in setting up and carrying out a program of conditioning for athletes;
16. Apply protective or injury-prevention devices, such as taping, bandaging, or bracing;
17. Advise about equipment purchases;
18. Supervise and/or advise about fitting of protective equipment;
19. Instruct student athletic trainers in first aid and athletic training procedures;
20. Counsel and advise athletes and coaches about matters pertaining to health;
21. Serve as a resource for medical and fitness information related to sports and athletes;
22. Examine the feasibility of conducting athletic training workshops and clinics in the future years;
23. Devise a suggested four-semester coursework outline for athletic training students;
24. Work with the co-athletic trainer to cover the daily operations of the training room;
25. Help provide applicants for two athletic training interns;
26. Help oversee two athletic training interns;
27. Teach 5 credit hours per semester;
28. Perform other duties as assigned by the director of athletics.

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion; in the admission, access to, treatment, or employment in the college's programs and activities is prohibited. The Chief Student Affairs officer, NCCC, 800 West 14th Street, Chanute, Kansas 66720, 431-2820 ext. 213, has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Americans with Disabilities Act Amendments Act of 2008. Information concerning the provisions of these acts, and the rights provided thereunder, are available from the compliance coordinator.

Agenda Item VIII-H: Resident Assistant Positions

Residence living at NCCC is a vital part of student enrollment growth and opportunity for the College. It is imperative that students have a safe, pleasant, and engaging place to live while learning at NCCC. NCCC's housing administration consists of just two individuals, full-time professionals who must maintain a twenty-four hours a day, seven days a week positive environment for the students there. Housing numbers continue to fall and retention of residents is a concern.

In an effort to improve and advance the quality of the living environment of the halls, the President recommended creation of part-time student Resident Assistants. These will be six sophomores that will live with the students in the halls with their peers. They will help the Coordinator and Assistant Coordinator of Resident and Student Life provide a positive, safe living environment for students while advancing learning and social opportunities for the residents. Peer interaction is a crucial part of this new structure designed to improve student retention and satisfaction with the living environment.

These positions will begin in August. Students will receive a waiver of ½ of the cost of a room and board contract and will receive single rooms as soon as it is practicable. The proposed job description is attached. Housing rates for 2011-2012 that the Board approved at the March meeting allow for the creation of these positions without stretching the budget.

Resolution 2011-30

RESOLVED, that the Board of Trustees of Neosho County Community College approves the addition of six part-time student Resident Assistant positions as outlined above.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Resident Assistant

Reports to: Office of Resident and Student Life

Organizational Unit: part-time

Starting Salary range: Partial room fee wavier

At Will

Created: May, 2011

This position reports to the Office of Resident and Student Life and ensures a positive living experience for students while encourage student achievement in and out of the classroom.

Duties and Responsibilities:

1. Ensure safety of all student residents by following EAP guidelines.
2. Develop a positive relationship with all residents, especially those assigned.
3. Serve as a resource to the student residents for the college experience and be knowledgeable of college operations and resources.
4. Assist in providing quality education and social programming for the residents.
5. Confer with residents who are having academic and/or personal difficulties and make referrals as needed.
6. Comply with college policies and supervise resident student compliance with all student handbook policies.
7. Develop a positive working relationship with all college personnel including maintenance and housekeeping employees.
8. Participate in professional development.
9. Assume other duties as assigned by the Coordinator or Assistant Coordinator of Resident and Student Life.

Experience and Education:

4. Must be a student with at least two full 16 week semesters completed.
5. Must be in good academic standing at all times during employment.

Working Conditions:

5. Ability to hear normal conversations.
6. Ability to sit in an office chair while operating a personal computer is required.
7. Some travel will be required.
8. Must be able to work nights and weekends as required.

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion; in the admission, access to, treatment, or employment in the college's programs and activities is prohibited. The Chief Student Affairs officer, NCCC, 800 West 14th Street, Chanute, Kansas 66720, 431-2820 ext. 213, has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Americans with Disabilities Act Amendments Act of 2008. Information concerning the provisions of these acts, and the rights provided thereunder, are available from the compliance coordinator.

Agenda Item VIII-I: Adult Basic Education Instructor Position

The Adult Basic Education Consortium including NCCC, LCC, ICC, FSCC and CCC gave existing employees of the partner institutions the option to remain employees of their current employers at the time the consortium was established. It was made known that attrition of these employees would result in replacement employees being hired as employees of NCCC. A termination has occurred at Labette Community College. It was recommended that a full-time ABE instructor position be approved by the NCCC Board of Trustees. This position is 100% grant funded and the person hired will be housed at LCC.

Future attrition of ABE employees who are under the employ of the partner institutions will require additional requests for new NCCC positions to be approved.

Resolution 2011-31

RESOLVED, that the Board of Trustees of Neosho County Community College approves the addition of a 100% grant funded full-time ABE instructor.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Adult Education Instructor

Reports to: ABE Coordinator

Organizational Unit: Adult Education Grant/CAVE

Classification: Full – Time, 12 month, Management Support
100% Grant funded

Pay Status: Salary, full benefits

Starting salary: \$20,000-\$25,000

Revision Date: 04/11

Purpose of Position: This position is a member of the Adult Education department who reports to the Adult Education Coordinator. This position is responsible for the day to day classroom instruction, implementation of adult education curriculum, and assisting with outreach planning, and student data collection for reporting purposes.

Essential Functions:

Classroom instruction:

1. Teach adult education curriculum;
2. Develop and maintain student portfolios;
3. Assist with student tracking and follow-up;
4. Provide instruction at outreach sites as needed;
5. Assist with State and Federal reports;
6. Attend conferences and meetings which will enhance instruction and professional development;
7. Provide program information to those who inquire, and assist with the recruitment of adult education students;
8. Obtain and maintain KAEA credentials;
9. Obtain and maintain CASAS credentials;
10. Perform other duties as assigned by the Adult Education Coordinator and CAVE Director.

Education and Experience:

1. Bachelor's degree required.
2. Previous experience working with adult learners preferred.

Required Knowledge, Skills, and Abilities:

1. Ability to work with, relate to, and teach diverse populations.
2. Organizing and coordinating skills.
3. Ability to communicate effectively, both orally and in writing.
4. Excellent computer skills.
5. Knowledge of working with unprepared students.
6. Ability to gather data, compile information and prepare reports.
7. Ability to plan and evaluate programs.
8. Ability to appropriately exercise independent initiative and judgment.
9. Ability to use classroom technology.
10. Willingness and ability to work as a member of a team.

Working Conditions:

1. Teaching duties may be performed in various settings.
2. Work is normally performed in a typical classroom environment.
3. Some travel with overnight trips and evening hours are required.
4. No or very limited physical effort required.

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion; in the admission, access to, treatment, or employment in the college's programs and activities is prohibited. The Chief Student Affairs officer, NCCC, 800 West 14th Street, Chanute, Kansas 66720, 431-2820 ext. 213, has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Americans with Disabilities Act Amendments Act of 2008. Information concerning the provisions of these acts, and the rights provided thereunder, are available from the compliance coordinator.

Agenda Item VIII-J: Housing Contract for 2011-12

Each year the Board approves the Residence Housing Contract that students sign who elect to live in the Residence Halls. There are four changes to this year's contract.

- Adding the driver's license question so as capture the data necessary for Validity Screening to do the required felony background checks.
- Created a "roommate matching question" to better assist the Coordinator of Residence and Student Life with roommate placement concerns.
- Deleted the initial section requesting students to confirm that they have read hall opening and closing dates and food service dates.
- Raised the cost of room and board from \$4,700 per year, or \$2,350 per semester to \$4,900 per year, or \$2,450 per semester. The single room will rise from \$6,100 to \$6,300 per year, or from \$3,050 per semester to \$3,150. This represents a 7% increase from Great Western Dining that includes extended serving hours in the cafeteria. These housing costs were approved at the last Board of Trustees meeting. The contract needs to reflect the approved change in rates.

The contract has been reviewed and endorsed by the Executive Committee and reviewed by the College Attorney.

Resolution 2011-32

RESOLVED, that the Board of Trustees approves the Housing contract for 2011-12 as presented.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.



NEOSHO COUNTY COMMUNITY COLLEGE
2011- 2012 RESIDENCE HOUSING CONTRACT

For Office Use Only: App Fee Paid \$ _____ Date _____
Student ID # _____ Chg _____ SS _____
 New Student Returning Student Copy to Housing

Last Name _____ First Name _____
SSN# _____
Address 801 W. 10th St. Apt. _____ City Chanute State KS Zip 66720
Email _____ Phone _____ Cell Phone _____
Birth Date _____ Sport/Activity _____ Male Female
Previous Address _____ City, ST ZIP _____
 Double Room Single Room (Check one) Contract Period Full Year _____ Fall Only _____ Spring Only _____
Vehicle Plate# & State _____ Vehicle Make & Model _____ D.L. # & State: _____
Have you ever been convicted of a felony? Yes _____ No _____ No convicted felons are allowed to live in housing.

Mail entire form & \$125 non-refundable application fee to:
NCCC Business Office
800 West 14th
Chanute, KS 66720

QUESTIONS or to provide credit card information call us at (620) 431-2820 ext.514

For Office Use Only:
Permit # _____

Roommate Preferences:

Roommate requests must be mutual and all applications complete for potential roommates to have the best opportunity to receive the same room.

Name: _____ Name: _____ Name: _____

Specific Hall: _____ Specific Room: _____

Roommate Matching Questions

I am a very clean person Yes _____ No _____
I like a quiet room setting Yes _____ No _____
I am a: Night person Yes _____ No _____ Early Morning Person: Yes _____ No _____ Midday person: Yes _____ No _____

If you have a chronic, recurring illness or mental or health conditions that should be considered in making room assignment, please inform the Dean of Student Development (620-431-2820 ext. 213).

Fall semester: Halls open (8/20/2011, 9:00 a.m.), Halls close (11/18/2011, 5:00 p.m.–11/27/2011, 1:00 p.m.), Halls close, (12/15/2011, 5:00 p.m.)
Spring semester: Halls open (1/16/2012, 1:00 p.m.), Halls close (3/16/2012, 5:00 p.m. – 3/25/2012, 1:00 p.m.), Halls close (5/11/2012, 5:00 p.m.)

Residents are not allowed access to the residence halls during closed dates.

Residents are not allowed in the halls before the official opening date of college housing for each semester. **Special permission may be granted by the Dean of Student Development on a case by case basis for an early move-in at \$20 per night with no meals included. Residents must request early move-in and receive approval a minimum of one week prior from the Dean of Student Development.**

This contract is the basic agreement that must be signed by any student wishing to contract for living quarters, meals, and services (including a (per semester) \$25.00 laundry facility fee in the Neosho County Community College residence halls. A non-refundable housing application fee of \$125.00 must be submitted with a completed signature page for this contract to be valid. The \$125 fee is an annual fee to be paid each year with the student's housing contract. The signer is obligated to pay the full amount of fees and charges as set forth herein for both the fall and spring semesters upon receipt and acceptance of this contract by NCCC. Housing assignments are first provided to students enrolled in 12 or more credit hours. The Dean of Student Development will handle exceptions, on an individual basis. Housing assignments will be given on a first come, first serve basis. Hall and room assignments are based on available space according to the date of the receipt of this contract along with the application fee by the Student Life Office. This contract is for living quarters in the residence hall system and not for a particular hall or room. The Student Life Office retains the right to assign rooms based on space available and to make room adjustments as needed during the year. Students are required to check in with residence life staff prior to moving in to the residence hall and to check out with residence life staff prior to moving out of the residence hall. Students may be assessed additional damage charges if damages are incurred. I understand that my space cannot be guaranteed if I fail to check into my assigned hall by noon of the first day of classes. I have read and understand the preceding paragraph.

Room and Board Fees

The student agrees to pay Neosho County Community College \$4,900.00 (\$2,450.00 per semester) for residence halls (which include charges for residence in college housing and 19 meals per week.) Single rooms are available, as space allows, at the rate of \$6,300.00 (\$3,150.00 per semester). The contract provides three meals daily Monday through Friday. Two meals are served daily on Saturday and Sunday or on days where there are no classes or if the college is closed. Students residing in campus housing are required to purchase the meal plan, unless they have signed a NCCC Short-Term Housing Contract. Students will be notified of move-in and checkout dates as well as any holidays when the residence

halls will be closed. Students must have written permission to stay in residence housing when residence housing is closed. No food service is available on campus when college housing is closed. Fees may be changed at the discretion of the NCCC Board of Trustees. The students shall be notified of any change in fees by mail on or before July 30. This contract, unless otherwise noted, is for the FULL academic year, August through May, excluding those periods during which residence halls and dining services will be closed.

Payment Options

NCCC offers two payment options to students: payment in full by July 25 for the fall semester or January 5 for the spring semester OR participation in the online installment payment plan. To enroll in the payment plan, log into your Inside NC account, click on the Student Tab, click on Business Office and select My Account info. In my account info click on Set up Payment Plan and click on e-cashier Payment Plan. Follow the step-by-step instructions on the Nelnet e-cashier window. There is an additional \$35 per semester fee to participate in the payment plan. A \$30 returned check fee will be assessed for any returned checks.

Housing Cancellation/Damages

1. The student may cancel this contract only if:
 - a. The student delivers written notice to NCCC to cancel this contract on or before move-in prior to the fall semester; or
 - b. Housing space is not available; or
 - c. This contract is not accepted by NCCC.
2. The student may cancel this contract for the spring semester if the student delivers written notice of cancellation to NCCC Dean of Student Development on or before December 15 and the student does not enroll at NCCC for the spring semester.
3. This contract is for both room and board and is binding for the entire 2011-2012 school year. There is a \$400.00 liquidated damages assessment in addition to fees and charges due pursuant to this Residence Housing Contract in the event student vacates student housing early and fails to pay all fees and charges due hereunder for the Fall and Spring semesters, AND has not cancelled this contract pursuant to #1 or #2 above. Youth for Understanding (YFU) students staying for less than one academic year are specifically excluded.

The undersigned has read and agrees to accept the terms of this contract and to abide by all policies, rules, and regulations of NCCC including, but not limited to, those stated in the NCCC Student/Resident Handbook, incorporated herein by reference and available upon request and upon arrival to residence housing. The student acknowledges and agrees that the said policies, rules, and regulations may be modified at any time and changes shall be in force and in effect on the date such change is posted by the Coordinator of Residence and Student Life. This agreement is the personal obligation of the student and shall become legally binding upon the signing date. All terms and conditions will be fully enforced. Please read both sides before signing. IMPORTANT: This is a legally binding document. I have read and understand this contract including the terms and conditions on the reverse side and agree to the provisions therein. A parent or legal guardian must also sign if student is under 18 years of age at the date of signing. I consent to and authorize a criminal background check. I agree, upon request, to submit to fingerprinting for such purpose. NCCC may also request copies of official documentation of completion of diversion agreements, etc.

_____ Date _____ Date
Student Signature Parent or Guardian Signature
(Required if student is less than 18 years of age)

Neosho County Community College Official Policies and Regulations for Residence Housing

NCCC administrators and staff are available to assist students with financial needs or special circumstances. Although there are no guarantees, there are many channels that a student may work through in order to find financial assistance. Contact us if there are special financial needs that prohibit you from attending college or living in the residence housing.

Residents are held financially responsible for any damages they or their guests cause in either public or private areas of the residence halls. Although the college uses reasonable means to protect student property, the college can assume no liability for loss, theft, or damage to property belonging to residents. Janitorial services are provided daily in the public areas in each hall. Residents are expected not to litter corridors, other public areas, and grounds. They are responsible for the daily upkeep of their assigned room and shared bath. Residence hall furnishings are to remain in rooms as assigned and not to be relocated.

In accordance with the Rehabilitation Act of 1972 and the Americans with Disabilities Act, NCCC provides necessary services for students with disabilities. The college will provide reasonable accommodations for students with identified physical, mental, emotional, multiple and learning disability limitations. Students with a disability, which requires special consideration in housing accommodations, must identify the needs and work with the Dean of Student Development prior to entering this contract.

General Administration

In accordance with the basic policy of the college concerning human rights, no discrimination in assignments to college housing is made on the basis of race, color, national origin, sex, religion, disabilities, marital status, or status as a veteran. The college reserves the right to assign or reassign rooms in order to attain optimum occupancy or accommodate the occupants.

Students who sign a Residence Housing Contract agree to abide by the Student Handbook, College Board Policy and other college rules established by the Board of Trustees, Administration, and Dean of Student Development as published and amended. NCCC's designated staff are directly responsible for administration, policy, and programming in the college residence housing and they include the Coordinator of Residence and Student Life, the Assistant Coordinator of Residence and Student Life and Dean of Student Development.

General Occupancy Conditions

All students must officially check-in with a member of the designated staff upon initial occupancy. A student withdrawing from school, terminating the housing contract or having been removed from residence housing for disciplinary reasons must officially checkout within 24 hours of withdrawal, termination, or removal following checkout procedures and with the assistance of a NCCC designated staff.

Only a regularly enrolled student may occupy a room in College residence housing. Unmarried students, under 21 years of age, enrolled full-time, and not living with parent(s) are required to live in college housing when space is available. Unmarried students under 21 years of age with dependents who live with them are not required to live in campus housing.

Safety and Security

Convicted felons are not allowed to live in the residence halls. Residents and students may be asked to show proper college identification at any time to college security officers and/or staff and must comply with security rules concerning secured entrances at designated hours for residence housing. Visiting hours will be posted in the Resident Handbook and communicated to students each semester.

In the interest of health and safety campus-wide, possession and use of fireworks, firearms, ammunition, air and gas operated weapons, paint ball guns, bow and arrows, and other weapons or explosive devices are prohibited. Cereal malt and alcoholic beverages, as well as illegal drugs are prohibited. All residents, visitors, and guests must immediately leave residence housing when the fire alarm is sounded. Tampering with the fire alarm or fire extinguisher or security equipment is prohibited. The burning of candles and incense is prohibited.

General Regulations

Acts contrary to federal, state, or local laws and college regulations, such as, but not limited to felonies, sex offenses, theft, and disruptions constitute violations of residence housing rules. Fish are the only pets allowed in student housing. All other animals (except service animals for the disabled) are prohibited. Residents and students must abide by all housing rules and regulations as stated in the Student Handbook. The Coordinator of Residence and Student Life, the Assistant Coordinator of Residence and Student Life and Dean of Student Development may enact any action necessary to ensure the proper safety and maintenance of residence life.

Recognition of the personal property rights of others is expected of residence hall occupants, visitors, and guests. Interference with the rights of other occupants in the use of their rooms constitutes a violation of residence housing rules. Unauthorized defacing or permanently altering residence housing facilities is prohibited. The use of popcorn poppers, toasters, hotplates, crock pots, frying pans, and other electrical devices used for cooking are prohibited.

The college reserves the right for college personnel to enter the student's room for any purpose connected with the interest of the college. Common decency and decorum are expected of housing residents, visitors, and guests. Adequate dress is required in public areas and hallways at all times.

Guests

All guests must be registered with a NCCC designated staff immediately. All guests must be accompanied by their hosts to and from public areas of the residence halls. It is the responsibility of the host to acquaint their guests with the residence housing rules and regulations. All guests and visitors must abide by all

residence housing rules, regulations, and policies as outlined in the Student Handbook and as set forth by the Dean of Student Development.

Violations of Housing Policy and Regulations

Violations of the above policies and those outlined in the Student Handbook by residents, visitors, and guests will result in disciplinary actions, revocation of future guest privileges, and removal from residence housing. If a student is removed from residence housing for disciplinary reasons or failure to pay fees, then that student will be held liable for payment of the terms of the contract. Residents, visitors, and guests will be held liable for all charges incurred through the damage of residence housing facilities.

The failure of the college to insist upon a strict performance of any term or condition of this contract or to exercise any right conferred by this contract will not be considered a relinquishment of the right to do so. If any section or subsection of this contract becomes invalid, this will not affect the validity of the remainder of the contract.

Agenda Item VIII-K: Revised Student Handbook for 2011-12

Each year the college reviews the policies that govern students in the Student Handbook. In addition, the College prepares a Student Planner that has each month of the academic year and all of the important dates noted. The Student Handbook is an official contract with the student and is approved by the Board.

Most of the information in the former handbook remains fairly constant from year to year. The 2011-12 Student Handbook has the following changes:

1. Deleted full-time living requirement for students to live in the residence halls.
2. Updated the laundry facility section to accurately reflect the college's practice.
3. Provided better clarification and procedures in the Residence Halls Rules and Regulations section as it deals with discipline issues.

Resolution 2011-33

RESOLVED, that the Board of Trustees of Neosho County Community College approves the revised Student Handbook for 2011-12 as presented.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

**2011-2012
STUDENT HANDBOOK & PLANNER
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THE MISSION OF NEOSHO COUNTY COMMUNITY COLLEGE

The mission of Neosho County Community College is to enrich our communities and our students' lives

OUR PURPOSES ARE:

student learning through

meeting our students' needs,
quality educational programs, and
effective assessment processes;

student success through

providing personal attention,
individualized advising, and
the opportunity to meet personal goals;

ensuring access through

affordability,
flexible delivery and scheduling methods,
responsive student services, and
safe and comprehensive facilities;

responsiveness to our stakeholders through

open communication,
ethical management of resources,
accountability, and
the development of leaders;

meeting community needs through

collaboration and innovation,
lifelong learning opportunities,
commitment to diversity,
cultural enrichment, and
the providing of an educated workforce.

2011 - 2012~~2010—2011~~ ACADEMIC CALENDAR

Fall Semester 20110

July 26	4-Week Fall Intersession Classes Begin
July 29	Certification Day for 4-Week Fall Intersession Classes
Aug. 16	Faculty Report
Aug. 17	Faculty In-Service
Aug. 19	4-Week Fall Intersession Classes End
Aug. 23	Classes Begin
Aug. 27	Last Day to Add a Class
Sept. 2	Certification Day for First 8-week classes
Sept. 3	Last Day for Refund
Sept. 6	Labor Day (college closed)
Sept. 17	Citizenship Day
Sept. 20	Certification Day for full-semester classes
Oct. 15	First 8-week classes end
Oct. 18	Second 8-week classes begin
Oct. 18	Mid-Term
Oct. 28	Certification Day for Second 8-week classes
Nov. 22-26	Thanksgiving break (college closed)
Dec. 7-10	Night Class Finals
Dec. 13	Fall Classes End
Dec. 14-16	Finals
Dec. 20	Faculty Assessment Day
Dec. 24-Jan. 2	Christmas Break (college closed)

Spring Semester 20124

Jan. 3	Intersession Classes Begin
Jan. 4	Certification Day for Intersession Classes
Jan. 10	Faculty In-Service (college closed)/Faculty Report
Jan. 14	Intersession Classes End
Jan. 17	Martin Luther King Day (college closed)
Jan. 18	Classes Begin
Jan. 25	Last Day to Add a Class
Jan. 28	Certification Day for First 8-week classes
Feb. 1	Last Day for Refund
Feb. 14	Certification Day for Full-semester classes
Mar. 11	First 8-week classes end
Mar. 14	Mid-term
Mar. 21-25	Spring Break
Mar. 28	Second 8-week classes begin
Apr. 6	Certification Day for second 8-week classes
Apr. 22	Good Friday (college closed)
May 5-11	Night Class Finals
May 10	Tuesday Classes are Friday Classes (day classes only)

May 10	Spring Classes end
May 11-13	Finals
May 13	Faculty Duty Day
May 13	Commencement 7:00 p.m.
May 16	Intersession Classes begin
May 16-17	Faculty Assessment Days
May 18	Faculty Duty Day
May 27	Intersession Classes end
May 30	Memorial Day (college closed)

Summer I 2012~~4~~

May 31	Summer I Begins (4-week & 8-week classes)
June 2	Certification Day for Summer I Classes
June 10	College Closed
June 14	Certification Day for 8-week Summer classes
June 17	College Closed
June 23	Summer I Ends
June 24	College Closed

Summer II 2012~~4~~

June 27	Summer II Begins
June 29	Certification Day for Summer II Classes
July 1	College Closed
July 4	Independence Day Observed (college closed)
July 8	College Closed
July 15	College Closed
July 21	Summer II Ends
July 22	College Closed
July 29	College Closed

Campus Resources

Phone Numbers

Chanute Campus: 1-620-431-2820 or 1-800-729-6222 (KS only)

Ottawa Campus: 1-785-242-2067 or 1-888-466-2688 (KS only)

Academic Services

Our students' success is the top priority for the Student Learning Division.

The Vice President for Student Learning is the Chief Academic Officer for the college, supported by three division chairs, the Dean of Outreach and Workforce Development, and the Dean of the Ottawa campus.

Applied Science Division (Accounting, Business, Computer Science, Math, Technology, Science) Rowland Hall, ext. 227

Liberal Arts Division (Humanities, Fine and Performing Arts, Social and Behavioral Sciences, English, Communications, Education)
Sanders Hall, ext. 225

Outreach and Workforce Development which includes Allied Health, Lifetime Learning, Construction Technology, Welding, Energy Management, Surgical Technology, Occupational Technology, Health Information Technology, and Medical Assistant.
Student Union, ext. 234

Mary Grimes School of Nursing
Ottawa Campus 785-242-2067 ext. 314
Rowland Hall, ext. 254

Ottawa Campus
Dean, Ottawa Campus (620) 242-2067 ext. 312

Vice President for Student Learning
Sanders Hall, ext. 212

Academic Advising
Coordinator of Advising & Articulation, Sanders Hall, ext. 280 Assistant Dean, Ottawa Campus, ext. 305. Your academic advisor is an important person during your time at NCCC. Whether you plan to enter the workforce after graduation, or if you plan to transfer to a college or university, your academic advisor can help you with these important transitions. If you have declared a major, you will be assigned an advisor in that academic area. If you have not yet decided on an academic major, your advisor can assist you in exploring career options. To find out your advisor assignment, to change advisors, or to change your major, see the Coordinator of Advising & Articulation on the Chanute Campus or the Assistant Dean on the Ottawa Campus.

Academic Policies
The 2010-12 College Catalog is available in the Student Services Center at both campuses and online at www.neosho.edu.

All academic policies, procedures, and degree requirements are outlined in the 2010-12 College Catalog.

Access-Disability Accommodations

Chanute campus- Sanders Hall, ext. 213
Ottawa campus-Assistant Dean, ext. 305

If you are a student with a disability who may need accommodation(s), in compliance with Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act (ADA), please notify the Coordinator of Advising and Articulation, Sanders Hall ext. 280, on the Chanute campus, or the Assistant Dean, ext. 305, on the Ottawa campus as soon as possible. You will need to bring your documentation for review in order to determine reasonable accommodations, and then we can assist you in arranging any necessary accommodations.

Athletics

Athletic Director, NeoKan Hall, ext. 249

Intercollegiate athletics are organized at NCCC as an integral part of the curriculum. Learning experiences are involved in athletics at NCCC in team sports as well as individual sports. Some of the learning experiences are: adjusting to team members, living and working with groups, achieving goals through groups, conforming to rules and regulations, striving for excellence, playing to win, and functioning to the best of one's ability. The philosophy of athletics developed at NCCC has been a cooperative effort of the Board of Trustees, administration, athletic director, and coaches.

NCCC is a member of the Kansas Jayhawk Community College Conference (KJCCC). Other members of this Conference are Allen County, Barton County, Butler County, Cloud County, Coffeyville, Colby, Cowley County, Dodge City, Ft. Scott, Garden City, Highland, Hutchinson, Independence, Johnson County, Kansas City, Labette, Pratt, and Seward County. These member Colleges are divided into the Eastern and Western Divisions. Membership allows NCCC to maintain a regular Intercollegiate athletic schedule in baseball, men's and women's basketball, men's and women's cross country, men's and women's soccer, softball, men's and women's track, volleyball, and wrestling. All athletes on any intercollegiate athletic team must meet the requirements set forth by the conference and the National Junior College Athletic Association (NJCAA). The KJCCC, as well as the NJCAA, is organized for the purpose of controlling, maintaining, and promoting intercollegiate athletics as a vital part of the curriculum of the member Colleges.

Bookstore

Student Union, Chanute, ext. 247; Ottawa, ext. 304

Regular Hours: Chanute Bookstore:

Monday -Thursday 8:00 a.m. to 7:00 p.m.

Friday 8:00 a.m. to 5:00 p.m.

Extended hours as posted.

Ottawa Campus Bookstore hours are posted outside the bookstore entrance. The Panther Bookstore provides text books, school supplies, and a selection of apparel, gifts, and snacks. The Bookstore accepts cash, check, Visa and MasterCard.

Business Office

Student Services Center, Sanders Hall, ext. 514 or Ottawa Campus

Administrative Office, ext. 310

Regular Hours: Monday – Friday 8:00 a.m. to 5:00 p.m.

Summer Hours: Monday – Thursday 7:30 a.m. to 5:30 p.m.

Closed Fridays (June & July only).

The business office provides a variety of services to students which includes information on student accounts and payment plans.

Center for Academic and Vocational Excellence

Chanute campus-Chapman Library, Basement

Regular Hours:

Monday – Thursday 8:00 a.m. to 8:00 p.m.

Friday 8:00 a.m. to 5:00 p.m.

The CAVE is the main location for academic support services on the Chanute campus. The CAVE provides a full-service computer lab, tutoring, a developmental education lab, the STARS program (Student Support Services), adaptive aids for students with disabilities, and many more support services.

Computer Services

NCCC has several computer labs open for public use. These labs are located in Chapman Library, CAVE, Student Union and at the Ottawa campus. Hours of service vary and are posted near each lab.

Counseling Services

Chanute campus-Welcome Center, Sanders Hall, ext. 213

Ottawa campus-Assistant Dean's Office, Administrative Office, ext. 305

Counseling services and referrals may be arranged through the Dean of Student Development or the Assistant Dean, Ottawa campus.

Dean of Student Development

Chanute campus, Student Union, ext. 213

The Dean of Student Development serves as the Chief Student Affairs officer for the college.

The Dean oversees all student functions of the college, including admissions, student life, residence life, registration, financial aid, international student services, advising and counseling.

The Assistant Dean of the Ottawa campus oversees these services at the Ottawa campus.

Dining Service

Student Union (Chanute campus only)

Dining Room Hours:

Mon. – Friday

Breakfast 7:00 a.m. to 9:00 a.m.

Lunch 11:30 a.m. to 1:15 p.m.

Dinner 5:30 p.m. to 7:30 p.m.

Saturday & Sunday:

Lunch 12:00 noon to 1:00 p.m.

Dinner 5:00 to 6:00 p.m.

(Hours are subject to change – check the signs posted on the cafeteria doors.)

Great Western Dining Services provides meals for the NCCC Chanute campus. Full course meals with several entrée choices are provided for breakfast, lunch and dinner, Monday thru Friday. Brunch and dinner are served on Saturday and Sunday. Food service is included in the room and board package for residence hall students (19 meals per week). Resident students must

present their Student ID to the cashier upon entering the cafeteria for each meal. Commuter students and visitors may purchase meals individually or buy a pre-paid meal card. For meal ticket charges, see the cashier in the Dining Room.

Facilities Reservations

Chanute Campus-President's Office, Sanders Hall, ext. 211

Regular Hours: Monday-Friday 8:00 a.m. to 5:00 p.m.

Ottawa Campus-Assistant Dean, Ottawa, ext. 305

Campus meeting rooms and other facilities may be reserved by contacting the Administrative Assistant to the President on the Chanute Campus, or the Assistant Dean on the Ottawa campus.

Financial Aid

Chanute campus, Student Services Center, Sanders Hall, ext. 278

Ottawa campus, ext. 315

Regular Hours: Monday-Friday, 8:00 a.m. to 5:00 p.m.

The Financial Aid Office is available to assist students in finding resources to finance their education. Scholarships, grants, loans and work study are provided to qualified students.

Students interested in receiving financial aid should contact the financial aid office well in advance of the start of each semester/school year.

Health Services

In Chanute a student health clinic is available to all students in the Student Union for general health issues and concerns. Hours of operation are subject to change, but are posted at the Health Clinic. Students must present a student ID and there is a \$5.00 co-pay for each visit.

ID Cards

Chanute campus-Welcome Center, Student Union, ext. 264

Ottawa campus-Ottawa Bookstore, ext. 304

Students enrolled in at least 6 hours should obtain an NCCC photo ID, which provides access to services both on and off campus. The ID card serves as your library card, meal card for residential students, admission to college events, and as a form of identification. The first ID card is provided free of charge. Replacement of lost or stolen cards is \$5.00.

InsideNC

InsideNC is NCCC's web portal. InsideNC provides students with access to campus announcements, grades, course materials, account information, and much more. Your InsideNC user name is your Student ID number. Your password is the last four digits of your social security number. If you have problems with your InsideNC ID or password, email webhelp@neosho.edu for assistance.

International Student Services

Chanute campus, Student Union, ext. 240

Ottawa campus, Assistant Registrar, ext. 308

NCCC is host to approximately 50 international students each semester.

The International Student Coordinator assists international students by providing cultural opportunities, support, and assistance with the paperwork involved for international studies.

Library

Chanute campus, Chapman Library, ext. 296

Regular Hours:

Monday-Thursday 8:00 a.m. to 9:00 p.m.

Friday 8:00 a.m. to 5:00 p.m.

Sunday 4:00 p.m. to 9:00 p.m.

Ottawa campus:

Monday – Friday 8:00 a.m. to 9:00 p.m.

Chapman Library is a full service academic Library, with printed and electronic information resources, Internet access, Microsoft application software, career resources, and interlibrary loan materials from throughout Kansas. The Library has wireless Internet access for students who bring their own laptop computers to campus, or students may check out Library wireless access laptops for use within the Library.

Lost and Found

Chanute campus-Welcome Center, ext. 264

Ottawa campus-Administrative Office

The location for lost and found items is the Welcome Center on the Chanute campus and at the front desk of the administration office at the Ottawa campus. Found items should be turned in to the receptionist and will be held until claimed.

Panther Text Net

Students are highly encouraged to sign up for free Panther Text Net to receive information about NCCC events, weather cancellations and important announcements. Students can choose what information they receive, such as athletic events, student activities, housing information, and/or emergency notification.

It is highly recommended that all students and family members receive the "Emergencies/College Closings" information. It is required that students residing in campus housing receive "Emergencies/College Closings" and "Housing" information

Registrar's Office

Chanute campus-Student Services Center, Sanders Hall, ext. 288

Ottawa Campus-Administrative Office, ext. 308

The Registrar's office is the place to go to add or drop a class, get a copy of your transcript, or to change your address, major, or advisor.

Safety & Security

The safety of our students and staff is a primary concern for everyone at NCCC. Blue emergency phone kiosks are located between the residence halls and near the Student Union parking lot at the Chanute campus. Neosho County uses "911" services for emergencies, so students are encouraged to call "911" in emergency situations. It is the policy of NCCC to call "911" in all seizure-related events. For non-emergency student-related safety or security issues, see the Dean of Student Development in the Student Union at the Chanute campus or the Assistant Dean at the Ottawa campus.

STARS (Student Support Services)

CAVE, Chapman Library Basement, ext. 519

STARS (Students Thriving, Achieving & Recognizing Success) is a federally funded Student Support Services program. To be eligible, students must meet criteria guidelines set by the Student Support Services grant. If eligible, students can participate in cultural and enrichment activities. In addition, the student may make campus visits to universities as well as receive advising, counseling, and tutoring services.

Student Employment

Chanute campus-Student Services Center, Sanders Hall, ext. 219 (Federal Work Study) and (Student Aides)

Ottawa campus-Assistant Dean, ext. 305

Student employment is available for students through the Federal Work Study program, as well as through the Student Aide program. Students interested in Federal Work Study should contact the Director of Financial Aid (ext. 219). Students who do not qualify for Federal Work Study may be eligible for employment as a Student Aide and should also contact the Director of Financial Aid.

ACADEMIC POLICIES AND PROCEDURES

Academic Honesty. Violations of the Academic Honesty policy include academic dishonesty, which is behavior in which a deliberate means is employed to gain undeserved intellectual credit or advantage, either for oneself or another, or which is disruptive of a course of study. Some examples of academic dishonesty are:

1) Plagiarism intentionally using the printed/published data, distinctive ideas, or language of someone else without specifically acknowledging the original source, for example, copying another student's paper, creative work, article, or computer work and submitting it as one's own original work. On the other hand, the use of "common knowledge" or of ideas that are not distinctive to a single source does not require acknowledgement. Subject to the foregoing, the particular circumstances under which acknowledgment is required may vary among the different disciplines, which make up the College; in addition, the manner or style used to acknowledge a source will vary among disciplines. In a particular course, students must follow the acknowledgement/citation customs and standards of the discipline offering the course and acknowledge sources in the manner expected by that discipline.

2) Unauthorized collaboration on out-of-class projects, Students may not present work as individual when, in fact, the work was done by/or with other students.

3) Cheating on exams defined as the unauthorized or inappropriate use of information about the exam (questions/answers) and/or the taking of an exam with the assistance of unauthorized materials such as notes, textbooks, crib sheets, and/or any electronic means such as cell phones. It is the responsibility of each instructor to inform students which information aids, if any, may be used on exams.

4) Unauthorized access to exams in advance of the examination, Students who in any unauthorized manner obtain exams in advance of the date and hour of the examination are committing an act of academic dishonesty. Unauthorized access to exams does not include

obtaining copies of exams given in previous semesters and returned to students, but it does include a sharing of information about an unreturned exam between a student in an earlier section of a class and a student in a later section.

5) Aiding and/or abetting an academically dishonest undertaking A student is responsible for ensuring that other students do not misuse his/her work. Students are required to protect the integrity of their own work by, for example, not allowing, knowingly or through carelessness, another student to plagiarize a term paper or copy answers to an exam.

6) Responsibility for Academic Honesty The fundamental responsibility for the maintenance of the standards of honesty rests upon the student. It is each student's responsibility to be familiar with College policy on academic honesty and to uphold the standards at all times in all situations. Faculty members are responsible for clarification to their classes of those standards of honesty for class assignments or project where such standards may be unclear or when such standards vary from the accepted norm. Faculty are expected to take reasonable precautions to protect academic honesty.

Consequences of Academic Honesty Violations-Incidents of Academic Honesty violation in the classroom will be the responsibility of the individual instructor. Upon discovery of such violations, the instructor will have a private meeting with the student to inform him/her of the situation or notify him/her via email. The consequences of violation of the Academic Honesty policy are at the discretion of the instructor and can range from redoing the assignment for partial credit to course dismissal, to the receiving of a grade of "XF" for the course. A grade of "XF" indicates the student failed the course due to violations of the academic honesty policy and remains on the permanent transcript unless removed by passing the Ethics and Integrity course. All actions taken by the instructor will be documented by the instructor, reported to the Division Chair and the Vice-President for Student Learning and a copy of the documentation placed on file with the Dean of Student Development or the Dean of the Ottawa Campus. If the student does not agree with the actions taken by the instructor, he/she may utilize the Academic Honesty Appeal Procedure listed in this handbook.

Records of acts of misconduct will be kept on file by NCCC. In cases of serious violations of the Academic Honesty or multiple violations of the policy, the ~~–~~Dean of Student Development on the Chanutte Campus or the Dean of the Ottawa Campus will ~~may~~ require a meeting with the student to determine what action needs to be taken. Actions may range from a warning to expulsion~~dismissal~~ from the College.

Academic Integrity NCCC expects every student to demonstrate ethical behavior with regard to academic pursuits. Academic Integrity in the classroom is a specific requirement. Consequences of violation of the Academic Integrity policy can range from redoing the assignment for partial credit to course dismissal at the discretion of the instructor. Definitions and examples of Academic integrity, as well as the Academic Honesty Policy, can be found in this handbook.

Academic Appeals

A. Final Grades

Final grades are based only on academic standards and the instructor's evaluation of how well a student achieved those standards. Final grades shall be based upon written grading criteria given to the student at the beginning of each course. Each instructor is required to issue a syllabus for the course the first class session each semester outlining the requirements for the course and the grading criteria to be used in the course. Only final grades given at the conclusion of the course may be appealed. Grounds for Final Grade appeals include:

1. Failure of the instructor to follow the written criteria given to the student at the beginning of the course (or failure of the instructor to provide written criteria as required).
2. Alleged errors in the mathematical calculation of grades.
3. Alleged errors in recording the grade on the student's transcript.
4. Non-academic issues such as attendance (i.e. if a student completed the work and would otherwise have been entitled to a grade acceptable to the student, but did not receive the grade due to poor attendance, poor class participation, discrimination, etc.) In the case of a final grade appeal, the student must begin the appeal process within ninety (90) days from the conclusion of the course. Each final grade being questioned must be appealed separately.

B. Academic Honesty

In the case of an academic honesty violation, (as defined in the Code of Student Conduct and Discipline) the student must begin the appeal process within two (2) working days from the date disciplinary action was initiated by the faculty member or other College official, except in the case of an XF. If the student wishes to appeal the grade of an XF, the above final grade appeal deadlines are then used.

C. Appeal Procedure

A student begins the appeal process by completing the Academic Appeal Form available in the office of the Chief Academic Officer and then:

1. ~~For To initiate~~ a grade appeal, confer~~ring~~ with the appropriate course instructor first. If the problem cannot be resolved, the student may continue the appeal process by making an appointment with the Chief Academic Officer.
2. For an academic honesty appeal, including appeal of an XF grade, meeting with the course instructor is not required, and the student shall make an appointment with the Chief Academic Officer. It rests with the Chief Academic Officer's discretion to investigate and determine the basis for the appeal and then either resolve it or refer it to an ad hoc committee appointed by the Chief Academic Officer or by the President of the College. No further appeal by the student is allowed.

Transfer and Articulation Agreement

A student who completes an Associate of Arts or Associate of Science degree based on a baccalaureate oriented sequence at a state and regionally accredited Kansas public community college, and whose program of study has met the requirement of the Kansas Public Community College— Kansas Regents Transfer Agreement and Articulation Guide will be accepted with junior standing and will have satisfied the general education requirements of all Regents' universities. Students transferring to Regents institutions who have not completed an Associate of Arts or Associate of Science degree will be given general education credit for any articulated general education course completed at the community college.

Points of Clarification

1. This agreement applies only to Associate of Arts and Associate of Science degree transfers from state and regionally accredited public community colleges in Kansas. The agreement does not include transfers from non-accredited community colleges or any other colleges.
2. Transfer students accepted for admission at Kansas Regents universities (University of Kansas, Kansas State University, Wichita State University, Emporia State University, Fort Hays State University, Pittsburg State University, and Washburn University) with an Associate of Arts or Associate of Science degree will automatically be given junior standing with the understanding that:
 - a) Each receiving institution has the right to determine admission standards to the various majors in their institutions.
 - b) Transfer students are subject to the same institutional assessment policies and procedures as resident students of the receiving institution.
3. General education is defined as follows: General education provides students with facility in the use of the English language and a broad intellectual experience in the major fields of knowledge. It ensures that each graduate will have experienced some of the content, method, and system of values of the various disciplines which enable humanity to understand itself and its environment at a level of abstraction beyond that found in secondary school studies. Although the following distribution of courses does not correspond to the general education requirements at any Kansas Regents institution, it will be accepted as having satisfied the general education requirements of all Kansas Regents universities. A minimum of 45 credit hours of general education with distribution in the following fields will be required. General education hours totaling less than 45 will be accepted, but transfer students must complete the remainder of this requirement before graduation from the receiving institution, which may require an additional semester(s). 12 hours of Basic Skills courses, including: 6 hours of English Composition 3 hours of Speech Communication 3 hours of college level mathematics (statistics will be required of transfer students where university curriculum requires it) 12 hours of Humanities courses from at least 3 of the following disciplines: Art* Theatre* History Philosophy Music* * Performance courses are excluded. 12 hours of Social and Behavior Science courses from at least 3 of the following disciplines: Sociology Psychology Political Science Economics Geography Anthropology 9 hours of Natural and Physical Science courses from at least two disciplines (lecture with lab). Transcripts of students fulfilling the requirement of this agreement will be appropriately coded by the sending institution.
4. Other associate degrees and certificates may be awarded for programs which have requirements different from baccalaureate-oriented sequences or a primary objective other than transfer. Students in such programs wishing to transfer to Kansas Regent's universities are to be considered outside of the terms of this agreement. Students attempting to transfer into Technology, Engineering, and Architecture programs are considered outside this agreement. It is recommended that 2 + 2 and 2 + 3 arrangements be developed for the above programs of study. Acceptance of course credit for transfer from such programs will be determined by the receiving institution on the basis of application of the courses to the baccalaureate program in the major field of the student. Credit for equivalent technical courses may be granted by departmental examinations.

5. Each institution will define its own graduation requirements.
6. Foreign language requirements are viewed as graduation requirements and not as general education requirements for purposes of this agreement.
7. A transfer students may be required to take freshman or sophomore courses to meet particular requirements or course prerequisites of a given major or minor.
8. Transfer students preparing for teacher certification must meet the general education requirements as outlined by the State Board of Education. Teacher certification requirements have been incorporated into the degree requirements of Kansas Regents universities.
9. The spirit of the agreement indicates that transfer students are to be judged academically in the same way as non-transfer students. Students transferring to a four-year institution should contact their advisor or the Director of Advising & Counseling early in the college career for assistance in preparing for transfer. Additional information on how Neosho County Community College courses will transfer to Kansas Regents universities may be found at www.kansasregents.org/institutions/transfer.html.

STUDENT DEVELOPMENT

At Neosho County Community College, nothing is more important than our students. As such, we are committed to creating the best academic and collegiate environment. Please utilize the multitude of resources and personnel who are here to help make your collegiate experience the very best.

Student Activities

Chanute campus- Student Union, ext. 213

Ottawa campus-Assistant Dean, ext. 305

The Student Activities office provides guidance for all student clubs and organizations. This office coordinates the planning and implementation of student activities.

Academic Excellence Challenge Team

The Academic Excellence Challenge Team is a group of students from Neosho County Community College who compete against other students from Kansas community colleges in a scholar bowl format. The students spend the year practicing in mock competitions between each other and in scrimmage competitions between other community Colleges. The official competitions take place in the spring and consist of a preliminary, a regional, a sub-state, and a state final competition. Each Year NCCC recruits a team of 8 members to participate in the program. To be eligible to compete, students must be enrolled in (at least) 6 credit hours. A team member must have earned at least a 2.0 cumulative G.P.A, have completed no more than 72 semester hours, and may not have a college degree. A team member may participate for a maximum of 2 years. (Mindy Ayers ext. 239)

Athletic Events

Athletic events are an integral part of student life at the Chanute campus. NCCC has the following athletic teams which compete on a regular basis: Men's Basketball; Women's Basketball Volleyball; Wrestling; Men's Soccer; Women's Soccer; Softball; Women's Track/Cross Country; Baseball; Cheer/Dance Team; and Men's Track/Cross Country. Admission is free for students to all regularly scheduled conference athletic events at the Chanute campus with ID card.

Forensics/Debate

Forensics/Debate provides opportunities for students to participate in intercollegiate competition with students from other community colleges and universities. Membership is open to all students who enroll in either Forensics or Debate class. To be eligible to compete, students must maintain a minimum G.P.A. of 2.0 (Tosca Harris ext. 225)

Music

The music department at NCCC includes three choral ensembles: Concert Choir, Men's Ensemble, and Women's Ensemble. Membership in the Men's or Women's Ensembles are open to all students without audition. Membership in the Concert Choir requires an audition. (David Smith ext. 515)

Panther Activities Council (Ottawa Campus)

The Panther Activities Council plans and implements fun activities, which increases communication among students and promotes positive student/instructor interactions on the Ottawa campus. (Brian Patrick ext. 305)

Student Senate

The Student Senate is the governing agency of the student body. Its goal is to promote student interests in all phases of campus life. The executive council of this body consists of: president, vice-president, and secretary-treasurer elected by the student body in a general election. The senators consist of two sophomores and two freshmen. One representative from each of the active clubs of the college are also voting members. The Student Senate has the responsibility of coordinating the social functions of the college and cultivating a desirable college spirit through extracurricular activities. Each of the clubs on campus is chartered by the Student Senate. Members of the Student Senate are given an opportunity to participate in institutional decision making as members of the following institutional committees: Executive Committee, Scholarship & Financial Aid Committee, Strategic Planning Committee, Student Success Committee and Student Appeals Committee. Chanute and Ottawa campuses have separate student senates. (Eric J. Tincher ext. 213)

Theatrical Production

Theatrical productions are regularly scheduled throughout the school year on the Chanute campus. Anyone is eligible to audition for the productions. Experience is not necessary or critical. Each production is different and requires new faces for new challenges. Credit by enrolling in theatre workshop is encouraged for those who participate. All students are encouraged to take part in these productions. (Sara Owen ext. 229)

Student Organizations:

Art Club:

The Art Club is a campus organization that provides educational activities in the visual arts for club members and the college community. Club activities promote the practical and cultural value of art, the development of personal creativity and art career awareness. The Art Club is open to all students who have an interest in art. (Brad Wilkinson ext. 223)

Black Student Union

The purpose of the Black Student Union is to promote a general understanding of all black cultures and their heritage. The organization also assists and supports black students and serves as a representative of all minority students of NCCC on all issues of public interest and/or concerns. Membership is open to all wishing to be a part to the clubs goals and prospective purposes. (Luka Kapkiai ext. 530)

Business club

The Business Club is a campus organization open to all students majoring in the areas of business. It's objective is to provide social, career, and educational activities as they relate to the business world. (Linda Jones ext. 227)

Delta Psi Omega

Delta Psi Omega is a national honorary dramatic fraternity for community college students. One of the main objectives of this organization is to give students adequate recognition for their work in promoting College Theater. (Sarah Owen ext. 229)

Fellowship Of Christian Athletes

The mission of the Fellowship of Christian Athletes is “to present to athletes and coaches, and all whom they influence, the challenge and adventure of receiving Jesus Christ as Savior and Lord, serving Him in their relationships and in the fellowships and in the fellowship of the Church.” (Tom Havron ext. 572)

Honors Leadership Academy Program

The NCCC Honors [Leadership Academy Program](#) offers a unique and challenging learning experience to students with the desire to excel. [Members of the Academy Honors Program students](#) have the opportunity to enroll in special sections of select general education courses that will provide stimulating learning experience. ([David Smith ext. 515](#))

International Student Club

It is the mission of The International Student Club to promote understanding and good will among students of different nations and cultures, to share ideas and diverse perspectives in solutions to identified problems. To immerse themselves in the community, international club members participate in a variety of community services – Chanute Public Library Annual Book Sale Chanute Chamber of Commerce and Office of Tourism Annual Pancake Breakfast, various radio programs and community organizations where information about specific cultures are shared. Membership is open to all students. (Ann Neff ext. 240)

KANS - Nurses Club

Nursing students are encouraged to become active members in the KANS (Kansas Association of Nursing Students). Membership in this organization gives the student an opportunity to learn and practice leadership skills and network with students from other schools of nursing and nurses at state and national levels. Chanute Campus - ([Leigh Scharff ext. 294](#)) Ottawa Campus – ([Deb Brown ext. 331](#))

Literature and the Movies Club

Literature and the Movies is a club that meets once a month during the spring and fall semesters. First students read a piece of literature. Then, the group meets to watch the movie based on the work and to compare and contrast the two. (Mary Weilert ext. 231)

Music Club

The music club is meant to foster and stimulate interest in music at the college and the surrounding community. (David Smith ext. 515)

Panther Historian Club

The Panther Historian Club is the campus organization open to all students. [Its](#) objective is to provide social, career and educational activities as they relate to the field of history and social sciences. (Mindy Ayers ext. 239)

PHI THETA KAPPA (PTK)-Omega Iota Chapter-Chanute Campus

PHI THETA KAPPA (PTK)-Beta Nu Iota Chapter-Ottawa Campus.

The purpose of the Phi Theta Kappa at NCCC is the promotion of scholarship, the development of leadership and service, and the cultivation of fellowship among qualified students of this College. [Each](#) year Phi Theta Kappa, in cooperation with ‘USA Today’, encourages each community college chapter to nominate two students for Academic All-American. These two students compete nationally for honors and automatically named to the Kansas Academic All-American team that is recognized at an awards ceremony. Membership in Phi Theta Kappa shall consist of members, provisional members, alumni members, and honorary members. Chanute - (Charles Babb ext.275 & ~~Tosea Harris~~[David Smith](#) ext. [225515](#)), Ottawa - (Kevin Blackwell ext.303)

Science and Mathematics Activities Club (SMAC)

This organization is for students who have an interest and/or curiosity in the various fields of biology, chemistry, physics, and mathematics. All students are eligible for membership and are encouraged to join and become involved in the club. The club offers opportunities for participation in professional activities featuring guest speakers, technical demonstrations, journal article reviews, science fair participation and field trips. Several social activities and fund raisers are planned each year. This organization is interested in promoting the college and personal growth through Science and Math activities. (Sara Robb ext. 266 & Dr. Steve Yuza ext. 242)

National Technical Honor Society

The Society is committed to the recognition of excellence in every arena of career and technical education – student achievement, community service, and contributions from business, industry, and educational professionals. (Will Jordan, 785-979-0560)

Who's Who

"Who's Who Among Students in American Community and Junior Colleges" is an honorary organization open to all NCCC students. Students are chosen for this honor by the Student Learning Division leadership. (~~Dr. Inbody~~[Mr. Genandt](#) ext. 212)

Code of Conduct

Purpose of the code

The primary concern of Neosho County Community College is the student. The college attempts to provide for all students a campus environment that is conducive to academic endeavor and social and individual growth. To that end, rules, regulations and guidelines governing student behavior and the student's relationship with the college have been formulated into a student code of conduct and discipline. Enrollment at Neosho County Community College is considered implicit acceptance of these and other policies applicable to students, all of which are educational in nature and designed to help students understand expectations and accept responsibility for their own actions. This Code and other College policies are subject to change without notice. The student is responsible for obtaining all published materials and updates from the Chief Student Affairs Officer's office relating to the Code and to become familiar with other rules and guidelines that have bearing on student behavior and responsibilities.

Definitions

- 1) The term "College" means Neosho County Community College.
- 2) The term "student" includes all persons taking courses at the College, both full-time and part-time, whether degree-seeking, non-degree seeking, and lifetime learners. Persons who are not officially enrolled for a particular term but who have a continuing relationship with the College are considered "students."
- 3) The term "faculty member" means any person employed by the College to conduct learning activities.
- 4) The term "College Official" includes any person employed by the College, performing assigned administrative or professional responsibilities.
- 5) The term "member of the College community" includes any person who is a student, faculty member, College Official, or any other person employed by the College.
- 6) The term "College premises" includes all land, buildings, facilities, and other property in the possession of, or owned, used, or controlled by the College (including adjacent streets and sidewalks).
- 7) "College Function" includes any activity sponsored by, or in which a college sponsored or organized group is participating or competing in, whether on or off College premises.
- 8) The term "organization" means any number of persons who have complied with the formal requirements for College recognition.
- 9) The term "shall" is used in the imperative sense.
- 10) The term "may" is used in the permissive sense.
- 11) The Chief Student Affairs Officer- Dean of Student Development is that person designated by the College President to be responsible for the administration, under the authority of the Board of Trustees, of the Student Code of Conduct.

12) The term “policy” is defined as the written regulations of the College as found in, but not limited to, the Student Handbook, The NCCC College Catalog, and the NCCC Board Policy Manual.

13) The term “cheating” includes, but is not limited to:

- A. Use of any unauthorized assistance in taking quizzes, tests, or examinations;
- B. Dependence upon the aid of sources beyond those authorized by the instructor in writing papers, preparing reports, solving problems, or carrying out other assignments; or
- C. The acquisition, without permission, of tests or other academic material belonging to a member of the College faculty or staff.

14) The term “plagiarism” includes, but is not limited to, the use, by paraphrase or direct quotation, of the published or unpublished work of another person without full and clear acknowledgment. It also includes the unacknowledged use of materials prepared by another person or agency engaged in the selling of term papers or other academic materials.

Authority

1) Unless otherwise noted in this Code, the Chief Student Affairs Officer as designated by the President shall be authorized to investigate each case and determine the disciplinary sanctions of any violations of the code of conduct. Unless otherwise noted in this Code, the Conduct Appeals Committee will be a standing committee appointed by the President to hear appeals of disciplinary sanctions imposed by the Chief Student Affairs Officer.

2) The Chief Student Affairs Officer shall develop procedures and procedural rules for the conduct of hearings, which are consistent with provisions of the Code of Conduct and approved by the President.

Proscribed Conduct; Scope

Disciplinary action for violations of the Code of Student Conduct and Discipline is generally intended for application to conduct which occurs on College premises or at College functions. The College expects that each student, regardless of place of residence, will observe all federal, state and applicable local laws both on and off campus. Any student who violates any provision of those laws and/or the Code of Student Conduct and Discipline is subject to disciplinary action, notwithstanding action taken by civil authorities on account of the violation. The standard of review in all hearings is by preponderance or greater weight of the credible evidence. The Code of Student Conduct is not a contract and serves only as guidance for the fulfillment of acceptable and fair procedures.

Interpretation and Revision

A. Any question of interpretation regarding the Code of Conduct shall be referred to the Chief Student Affairs Officer or his or her designee for final determination.

B. The Code of Conduct shall be reviewed every year under the direction of the Chief Student Affairs Officer and approved by the President.

Categories of Misconduct

Disruptive Behavior

This section applies to behavior that persistently or grossly interferes with academic and administrative activities on campus. Ordinarily, such behavior actively hampers the ability of other students to learn and of instructors to teach. The following is a specific, although not exhaustive, list of disruptive behaviors that commonly result in the administrative position of discipline:

- 1) Persistent or gross acts of willful disobedience or defiance toward College personnel.
- 2) Interference with the normal operations of the College (i.e., disruption of teaching and administrative functions, disciplinary procedures, pedestrian or vehicular traffic, or other College activities, including its public service functions.)
- 3) Use of personal portable amplification equipment (e.g., iPods® and MP3 players) in a manner that disturbs the privacy of other individuals and/or the instructional program of the College.
- 4) Physical abuse, physical assault (fighting), verbal abuse, threats, intimidation, harassment, coercion, and/or other conduct which threatens or endangers the health or safety of any person (including any such action that takes place at an event sponsored or supervised by the College.).
- 5) Attempted or actual theft of and/or damage to property of the College or property of a member of the College community or other personal or public property.
- 6) Hazing, defined as an act which endangers the mental or physical health or safety of a student, or which destroys or removes public or private property, for the purpose of initiation, admission into, affiliation with, or as a condition for continued membership in a group or organization.
- 7) Failure to comply with directions of College officials or law enforcement officers acting in performance of their duties and/or failure to identify oneself to these persons when requested to do so.
- 8) Unauthorized possession, duplication or use of keys to any College premises or unauthorized entry to, or use of, the College.
- 9) Possession, distribution, or use of alcoholic beverages on College property, or at any function sponsored or supervised by the College.
- 10) Possession, illegal sale, manufacture, or distribution of controlled substances, chemical precursors, controlled substance analogues or dangerous (illegal drugs) on or off campus.
- 11) Conduct which is disorderly, lewd, or indecent; breach of peace; or aiding, abetting or procuring another person to breach the peace on College premises or at functions sponsored by, or participated in, the College.
- 12) Failure to comply with the tobacco use policy.
- 13) Failure to satisfy College financial obligations.

14) Gambling.

15) Any form of passive or covert behavior may also be regarded as quite disruptive. Examples of passive, yet disruptive behavior are those students whose poor personal hygiene so seriously offends the sensibilities of classmates and instructors that the classroom becomes an academic environment that is no longer tenable.

16) Violation of federal, state or local law on College-premises or at College sponsored or supervised activities.

17) Illegal or unauthorized possession of firearms, explosives, other weapons, or dangerous chemicals on College premises or at College sponsored activities. The College accepts the state statutory definitions of the aforementioned items.

18) Participation in a campus demonstration which disrupts the normal operation of the College and infringes on the rights of other members of the College community; leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area; intentional obstruction which unreasonably interferes with freedom of movement, either pedestrian or vehicular, on campus.

19) Abuse of the Discipline System, including but not limited to:

A. Failure to obey the summons of a College official.

B. Falsification, distortion, or misrepresentation of information to a College official.

C. Disruption or interference with the orderly conduct of a disciplinary hearing.

D. Institution of discipline hearing knowingly without cause.

E. Attempting to discourage an individual's proper participation in, or use of, the discipline system.

F. Attempting to influence the impartiality of a member of a discipline hearing body prior to, and/or during the course of, the proceeding.

G. Failure to comply with the sanction(s) imposed under the Disciplinary Code of Conduct.

H. Influencing or attempting to influence another person to commit an abuse of the discipline system.

I. Harassment (verbal or physical) and/or intimidation of a member of a hearing body prior to, during, and/or after a disciplinary proceeding.

Violations of NCCC Policies & Procedures

The following is a specific, although not exhaustive, list of policies and/or procedures that commonly result in the administrative discipline:

Alcohol Beverages/Possession of Drugs

NCCC is in compliance with the Drug-Free Work Place Act of 1988 and the Drug-Free School and Communities Act Amendments of 1989. The College expects all members of the community to comply with the state and federal laws pertaining to drugs. The sale, purchase, manufacture, distribution and use of controlled substances and of drug paraphernalia are prohibited. This does not apply to the possession and use of controlled substances as part of the care and treatment of a disease or injury. The College accepts the state statutory definitions of drugs and drug paraphernalia. Misconduct in connection with the use of alcohol or illicit drugs on campus will result in disciplinary action for the student(s) involved.

Discrimination

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion; in the admission, access to, treatment, or employment in the college's programs and activities is prohibited. The Chief Student Affairs officer, NCCC, 800 West 14th Street, Chanute, Kansas 66720, 431-2820 ext. 213, has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Americans with Disabilities Act Amendments Act of 2008. Information concerning the provisions of these acts, and the rights provided thereunder, are available from the compliance coordinator.

Disorderly Assembly.

It is expressly forbidden for any group of students to gather in such a manner as to disturb public speech, do violence to any person or property, disrupt the function of the College, or interfere with its faculty or staff in the performance of their duties or otherwise by such gatherings bring disgrace or disrepute to the College. Any student who encourages or in any way participates in the formation or prolonging of such gatherings could be subject to disciplinary action.

Passing of Worthless Checks.

The intentional passing of worthless checks, or the failure to immediately redeem a worthless check unintentionally passed, shall constitute a sufficient reason for suspension from school.

Sex offenders

Due to the Kansas Supreme Court's decision in *State v. Myers*, 260 Kan. 669 (1996), the Kansas Offender Registration, enacted by K.S.A. 22-4901 et seq., contains information only on convicted offenders who committed their offenses after April 14, 1994. The information contained in the registration has been provided by the registrant. The Kansas Bureau of Investigation (KBI) and the sheriff's office cannot guarantee the accuracy of this information. It is common for offenders to move and fail to notify the sheriff's office in their county of residence of that change. This information is updated continuously; however, the KBI cannot guarantee the accuracy day to day. Further information on any registered offender in this file can be obtained

from the sheriff's office in the registrant's county of residence or on the state website @ www.accesskansas.org/kbi/ro.htm.

Sexual Offense/Stalking

Any member of the College community who commits sexual offense is subject to criminal prosecution and College disciplinary procedures. Under College disciplinary procedures, a variety of sanctions may be imposed including dismissal or loss of employment. By law, all College disciplinary procedures provide due-process, protection for the accuser and the accused. At the conclusion of the mandated hearings related to sexual offense, both the accuser and the accused shall be informed of the decision and sanction. Any student who is sexually assaulted should report the incident to Chief Academic Officer, Chief Student Affairs Officer or the police or sheriff's department regardless of whether or not the student intends to press charges. A victim's physical and emotional well-being is of paramount concern.

However, it is important to consider preserving physical evidence to assist in apprehending and prosecuting any attacker. Students who are victims of a sexual offense will be assisted in continuing their studies by changing academic or living arrangements whenever requested by students and if such changes are possible.

Stalking is an intentional, malicious and repeated following or harassment of another person and making a credible threat with the intent to place such person in reasonable fear for such person's safety, as defined by K.S.A. 21-3438, and is a criminal offense. If you feel you are a victim of a stalker, please notify the police department or sheriff's office immediately.

Loitering/Illegal Entry

Loitering in classrooms, hallways, parking lots and other areas not generally considered to be gathering locations on campus is strictly prohibited. College officials have the right to remove any person or persons found loitering or causing general disturbance on the campus. Any person or persons found in the act of illegal entry, whether to personal property or the property of the College, will be detained and turned over to the proper authorities, and may face fines and/or imprisonment as prescribed by state and local statute. Interference with College officials during the lawful performance of their duties is a criminal offense as defined by K.S.A 21-3828. The police and/or sheriff's office will be called to remove such violators.

Items Forbidden on Campus.

The possession, use, or sale of weapons, ammunition, combustibles, fireworks, and explosive devices or any substance or device designed to harm or incapacitate is prohibited on campus. "Weapons" include but are not limited to firearms, ammunition, bows/arrows, knives, explosives, and dangerous substances as defined by K.S.A 72-89a01(h). Any person found in violation may be subject to the provisions of state law, College policy, and the Student Handbook.

Computer Usage and Internet Policy

This College provides access to the vast information resources of the Internet to students, faculty and staff in their educational endeavors. The facilities that provide access represent a considerable commitment of resources for telecommunications, networking, software, storage,

etc. This Internet usage policy is designed to help you understand our expectations for the use of those resources in the particular conditions of the Internet, and to help you use those resources wisely. While we've set forth explicit requirements for Internet usage below, we'd like to start by describing our Internet usage philosophy.

First and foremost the Internet for this College is an educational tool, provided to you at significant cost. That means we expect you to use your Internet access primarily for educationally related purposes, i.e., to communicate with students, other College personnel and colleagues, to research relevant topics and obtain useful educational information (except as outlined below). We insist that you conduct yourself honestly and appropriately on the Internet, and respect the copyrights, software licensing rules, property rights, privacy and prerogatives of others, just as you would in any other business dealings. To be absolutely clear on this point, all existing College policies apply to your conduct on the Internet, especially (but not exclusively) those that deal with intellectual property protection, privacy, misuse of College resources, sexual harassment, information and data security, and confidentiality.

Unnecessary or unauthorized Internet usage causes network and server congestion. It slows other users, takes away from work time, consumes supplies, and ties up printers and other shared resources. Unlawful Internet usage may also garner negative publicity for the College and expose the College to significant legal liabilities.

The chats, newsgroups and e-mail on the Internet give each individual Internet user an immense and unprecedented reach to promote the interests of the College. Because of that power, we must take special care to maintain the clarity, consistency and integrity of the mission and objectives of the College. Anything any one employee writes in the course of acting for the College on the Internet could be taken as representing the College's educational posture. That is why we expect you to forego a measure of your individual freedom when you participate in chats or newsgroups on College time, as outlined below.

While our direct connection to the Internet offers a cornucopia of potential benefits, it can also open the door to some significant risks to our data and systems if we do not follow appropriate security discipline. As presented in greater detail below, that may mean preventing machines with sensitive data or applications from connecting to the Internet entirely, or it may mean that certain users must be prevented from using certain Internet features like file transfers. The overriding principle is that security is to be everyone's first concern. College employees and students can be held accountable for any breaches of security or confidentiality.

Certain terms in this policy should be understood expansively to include related concepts. "**College**" refers to Neosho County Community College. The Director of Technology Services serves as the "CHIEF INFORMATION OFFICER," or "CIO" for the college. "**College Network**" refers to NCCC computing resources including but not limited to computers, software and information at all NCCC campuses, outreach sites and the virtual College, whether or not owned by NCCC. It shall also refer to any NCCC owned computing resource regardless of location. "**Internet Access**" refers to any use of a password issued by NCCC to access and use what is commonly referred to as the Internet. "**Document**" covers just about any kind of file that can be read on a computer screen as if it were a printed page, including any files read in an Internet browser, any file meant to be accessed by a word processing or desktop publishing

program or its viewer, or the files prepared for the Adobe Acrobat reader and other electronic publishing tools. “**Graphics**” includes photographs, pictures, animations, movies, or drawings. “**Display**” includes monitors, flat-panel active or passive matrix displays, monochrome or color LCDs, projectors, televisions and virtual-reality tools. (Complete policy can be found in the Technology Services office located in Rowland Hall, or online at www.neosho.edu/policy.htm).

Drug Free School Policy

Neosho County Community College has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In meeting with this commitment, the College provides educational opportunities and assistance through support services. The following policy is established to meet this intent and to ensure compliance with both the “Drug-Free Work Place Act of 1988” and the “Drug Free Schools and Communities Act amendments of 1989” (P.L. 101-226). As set forth in local, state, and federal laws, and rules and regulations of the College, Neosho County Community College prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by students in buildings, facilities, grounds, or other property owned and/or controlled by the College or as part of College activities. All students must abide by this policy as a condition of enrollment or employment. Continuance of enrollment following receipt of this policy constitutes acceptance of this policy by the student.

A. Internal Sanctions. NCCC will impose disciplinary sanctions on students who unlawfully manufacture, distribute, possess or use illegal drugs or alcohol in the workplace, on NCCC property, or as a part of an event sanctioned or sponsored by NCCC. Any violation of this policy can result in immediate suspension. A criminal conviction is not required for sanctions to be imposed upon a student for violation of this policy.

B. External Sanctions. Local, state and federal laws provide for a variety of legal sanctions for the unlawful possession and distribution of illicit drugs and alcohol. The sanctions include, but are not limited to, incarceration and monetary fines.

Federal law provides rather severe penalties for distribution or dispensing, or possessing with the intent to distribute or dispense a controlled substance, and penalties of a less severe nature for simple possession of a controlled substance.

The type and quantity of the drug, whether the person has any prior convictions, and whether death or previous injury resulted from the use of the drug in question (this, however, is not a factor in a case of simple possession) all affect the sentence. For example, if less than 50 kilograms of marijuana are involved and it is a person’s first offense (no prior convictions), then s/he is subject to imprisonment of not more than five years, a fine of \$250,000, or both. If, however, 50-100 kilograms of marijuana are involved instead of 50, and all other factors are the same as in the preceding example, s/he is subject to imprisonment of not more than 20 years, unless death or serious injury results from the marijuana use, then s/he is subject to not less than 20 years to life, a fine of \$100,000, or both. While the penalties for simple possession are less severe, the first conviction still carries a sentence of up to a year imprisonment, a fine of at least \$1,000 but not more than \$100,000, or both. With regard to simple possession, the number of

convictions makes both the minimum period of imprisonment and fines greater. Under special provisions for possession of crack, a person may be sentenced to a mandatory term of at least 5 years in prison and not more than 20 years, a fine of \$250,000, or both. The Federal Controlled Substance Act provides penalties of up to 15 years imprisonment and fines of up to \$25,000 for unlawful distribution or possession with intent to distribute narcotics. For unlawful possession of a controlled substance, a person is subject to up to one year of imprisonment and fines up to \$5,000. Any person who unlawfully distributes a controlled substance to a person under twenty-one years of age may be punished by up to twice the term of imprisonment and fines otherwise authorized by law.

Kansas law provides that any person who violates the criminal statutes on controlled substances by possessing, offering for sale, distributing, or manufacturing opiates and narcotics, such as cocaine and heroin, shall be guilty of a class "C" felony. For a conviction of a class "C" felony, the court may sentence a person to a term of imprisonment of a minimum of three to five years with a maximum of 10-20 years and a fine of up to \$15,000. Unlawful possession of a depressant, stimulant, or hallucinogenic drug is punishable as a class "A" misdemeanor, with a penalty of up to a year in jail and a fine of \$2,500. Depressants include barbiturates and Valium. Hallucinogens include LSD, marijuana, and psilocybin. State law classifies amphetamines and methamphetamines as stimulants.

Article 7 of the Kansas Liquor Control Act provides for punishments ranging up to six (6) months' imprisonment and fines of up to \$1,000 for violations of statutes relating to the possession and distribution of alcohol. In addition, no persons shall knowingly sell, deliver, or furnish alcoholic beverages to any person less than twenty-one (21) years of age or sell, deliver, or knowingly furnish alcoholic beverages to an intoxicated person who has been adjudged insane or mentally deficient.

There are also state laws concerning driving under the influence of alcohol and using a false driver's license to obtain 3.2 beer or other alcoholic beverage. Depending on the number of previous convictions, or gravity of the circumstance, a person may be convicted of a felony or misdemeanor for such an offense. It is most likely that a person will forfeit driving privileges in the event s/he is convicted of such offense.

There are also local city laws similar to those described above. If drugs are involved, the city will, most likely, defer to the state or federal authorities because their penalties are more severe. If alcohol is involved, you may be convicted of violating both local and state law and punished according to both laws.

Students are encouraged to review this information. The above referenced examples of penalties and sanctions are based on the relevant laws at the time of adoption of this policy statement. Such laws are, of course, subject to revision or amendment by way of the legislative process. According to the Drug and Alcohol Sanctions in this book, students abusing drugs or alcohol will be referred to the Chief Student Affairs Officer for disciplinary action.

1. "Illicit drug use" is defined as the use of drugs and the abuse of other drugs and alcohol, including anabolic steroids.

2. Cocaine, marijuana, opiates, amphetamines, and other drug or substance as set forth in Section 202 of the Controlled Substance Act (21 U.S.C., Sec 812).

3. Cocaine, marijuana, opiates, amphetamines, and other drug or substance as set forth in Schedules I through IV of the Uniform Controlled Dangerous Substances Act, 63.

Note: Under College regulations no alcoholic beverages are allowed in College housing, no matter what your age.

Health Risks- The following are health risks related to the consumption or use of alcohol/ and or drugs:

Alcohol - short term effects include behavioral changes, impairment of judgment and coordination, greater likelihood of aggressive acts, respiratory depression, irreversible physical and mental abnormalities in newborns (fetal alcohol syndrome) and death. Long-term effects of alcohol abuse include damage to the liver, heart and brain, ulcers, gastritis, malnutrition, delirium tremens and cancer. Alcohol combined with other barbiturates/depressants can prove to be a deadly mixture.

Amphetamines/Stimulants - (speed, uppers, crank, caffeine, etc.) speed up the nervous system which can cause increased heart and breathing rates, higher blood pressure, decreased appetite, headaches, blurred vision, dizziness, sleepiness, anxiety, hallucinations, paranoia, depression, convulsions and death due to a stroke or heart failure.

Anabolic Steroids - seriously affect the liver, cardiovascular and reproductive systems. Can cause sterility in males and females, as well as impotency in males.

Barbiturates/ Depressants - (downers, Quaaludes, valium, etc.) slows down the central nervous system which can cause decreased heart and breathing rates, lower blood pressure, slowed reactions, confusion, distortion or reality, convulsion, respiratory depression, coma and death. Depressants combined with alcohol can be lethal.

Cocaine/Crack - stimulates the central nervous system and is extremely addictive, both psychologically and physically. Effects include dilated pupils, increased heart rate, elevated blood pressure, insomnia, loss of appetite, hallucinations, paranoia, seizures, and death due to cardiac arrest or respiratory failure.

Hallucinogens - (PCP, angel dust, LSD, etc.) interrupt the functions of the part of the brain which controls the intellect and instincts. May result in the self-inflicted injuries, impaired coordination, depression, anxiety, violent behavior, paranoia, hallucinations, increased heart rate and blood pressure, convulsions, coma, and heart and lung failure.

Cannabis - (marijuana, hashish, hash, etc.) impairs short-term memory, comprehension, concentration, coordination, and motivation. May also cause paranoia and psychosis. Marijuana smoke contains more cancer causing agents than tobacco smoke. The way in which marijuana is

smoked - deeply inhaled and held in the lungs for a long period – enhances the risk of getting cancer. Combined with alcohol, marijuana can produce a dangerous multiplied effect.

Narcotics - (smack, horse, Demerol, Percodan, etc.) initially produce feelings of euphoria often followed by drowsiness, nausea, and vomiting. An overdose may result in convulsion, coma, and death. Tolerance develops rapidly and dependence is likely. Using contaminated syringes to inject such drugs may result in AIDS.

Tobacco/Nicotine - some 170,000 people in the United States die each year from smoking related coronary heart disease. Some 30% of the 130,000 cancer deaths each year are linked to smoking. Lung, larynx, esophagus, bladder, pancreas and kidney cancers strike smokers at increased rates. Emphysema and chronic bronchitis are ten times more likely among smokers.

TOBACCO USE ON CAMPUS

Tobacco use is prohibited within any College vehicle or building, owned, leased, or rented by the College, including all distant campuses, sites, or locations. Smoking is prohibited within 35 feet from any College building with the exception of designated smoking areas identified by appropriate signage. Additionally, smoking is prohibited in the center of the Chanute main campus in the area known as the “quad” or “breezeway.” This is the area between Chapman Library, the Student Union/gym, Stoltz Hall, and Sanders Hall.

Violations

First Occurrence: Fine of \$5

Second Occurrence: Fine of \$25 and 10 hours community service

Third Occurrence: Fine of \$50, 20 hours community service, and disciplinary probation

Fourth Occurrence: Possible College Suspension Separation of the student from the College for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified.

The Dean of Student Development and campus/location/site administrators will be responsible for enforcement of this policy. Monies raised through these fines will be used for policy expenditures, wellness activities, and wellness education for the student body.

Resource Telephone Numbers

NCCC Counseling Services -Chanute 620-431-2820 x 280

800-729-6222 x280 (KS only)

Ottawa 785-242-2067 x 305

888-466-2688(KS only)

AIDS Awareness 800-342-AIDS

AIDS Resource Network 800-738-AIDS

Alcoholic Anonymous 620-431-1064

Child Abuse & Neglect Hotline 800-922-5330

DECCA (Ottawa) 785-242-7100

Federal Bureau of Investigation (FBI) 866-327-8200

KS Alcohol and Drug Abuse Services 620-473-2242

KS Alcohol and Drug Abuse Section (SRS) 785-296-3925

KS Arson/Crime Hotline 800-KS-CRIME
KS Crisis Hotline (Domestic Violence/Sexual Assault) 888-363-2287
KS Division of Environment (Emergency Spill Response) 785-296-1679
Kansas Division of Health (Bioterrorism Incident) 877-427-7317
Kansas Epidemiologic Services (Reportable Diseases) 877-427-7317
Kansas State Fire Marshall 866-542-9628
National Institute on Drug Abuse 800-662-4357
National Cocaine Hotline 800-Cocaine
National Clearing House 800 SayNoTo
Mid-America Poison Control Center 800-222-1222
National Response Center 800-424-8802
(Toxic Chemicals Spills, Oil Spills, Terrorist Threats)
National Runaway Switchboard 800-786-2929
National Suicide Prevention Lifeline 800-273-8255
Southeast Kansas Mental Health Center 620-431-7890

Disciplinary Proceedings

College disciplinary proceedings may be initiated against a student charged with a violation of this Code of Conduct even if the same factual situation is the basis for pending or potential criminal prosecution and/or civil litigation. Proceedings under this Code of Conduct may be carried out prior to, simultaneously with, or following any such separate civil or criminal proceedings.

Disciplinary Proceedings Charges and Hearings

Disciplinary action may originate with the Chief Student Affairs Officer or in other units of the College, which may initially deal with the alleged misconduct.

Anyone may report any perceived student violation to the Chief Student Affairs Officer. Forms for this purpose are available in the office of the Chief Student Affairs Officer at the Chanute campus and at the main office of Ottawa and must be signed by the reporting person.

A faculty member or College official may report any student violation which is not resolvable through an informal process and believes disciplinary action may be warranted. Any such referral to the Chief Student Affairs Officer shall be in writing on forms available in the Office of the Chief Student Affairs Officer at the Chanute campus and at the main office of Ottawa, and shall be signed by the College official making the referral. Any referral should be submitted as soon as possible after the event takes place, preferably within forty-eight (48) hours.

The Chief Student Affairs Officer may conduct an investigation to determine if the charges have merit and/or if they can be disposed of administratively by mutual consent of the student(s) and the College official who referred the matter. After the initial investigation, the Chief Student Affairs Officer may issue one or more of the following:

- A. Take no action.
- B. Take administrative action to counsel, advise, or admonish the student.

C. Forward the grievance to an appropriate administrator/committee.

D. Take disciplinary action against the offending student ranging from warning to suspension or expulsion. The range includes:

- 1) Warning: A notice in writing to the student that the student is violating or has violated institutional regulations.
- 2) Probation: A written reprimand for violation of specified regulations. Probation is for a designated period of time and includes the probability of more severe disciplinary sanctions if the student is found to be violating any institutional regulations during the probationary period.
- 3) Loss of Privileges: Denial of specified privileges for a designated period of time.
- 4) Restitution: Compensation for loss, damage or injury. This may take the form of appropriate service and/or monetary or material replacement.
- 5) Discretionary Sanctions: Work assignments, service to the College or other related discretionary assignments.
- 6) Student Housing Suspension: Separation of the student from Student Housing for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified.
- 7) Student Housing Expulsion: Permanent separation of the student from Student Housing.
- 8) College Suspension: Separation of the student from the College for a definite period of time, after which the student is eligible to return. Conditions or readmission may be specified.
- 9) Withdrawal: Withdrawal is administrative removal of a student from a class or from the College and may be imposed in instances of unmet financial obligation; for reasons of health; pending the outcome of a competent medical evaluation. The withdrawn student may also be barred from re-enrollment until such time as specific conditions have been met.
- 10) Expulsion: Permanent severance from NCCC.

Interim Suspension

In certain circumstances, the President or Chief Student Affairs Officer may impose a College or residence hall suspension prior to the hearing before the Student Appeals Committee. Interim suspension may be imposed:

- 1) to ensure the safety and well being of members of the College community or preservation of College property;
- 2) to ensure the student's own physical or emotional safety and well being; or
- 3) if the student poses a threat of disruption or interference with the normal operations of the College.

During the interim suspension, students may be denied access to the residence halls and/or to the campus (including classes) and/or all other College activities or privileges for which the student might otherwise be eligible as the President or Chief Student Affairs Officer may determine to be appropriate.

Student Grievance Procedure

Any student adversely affected by the decision of the Chief Student Affairs Officer, or other College official, may file (with the Chief Student Affairs Officer's Office) a written request for a

hearing before the Student Appeals Committee within two (2) working days from the date disciplinary action was initiated by the Chief Student Affairs Officer or other College official. The request must specify the following: 1) Name, current address and telephone number; 2) Description, date(s) and place(s) of alleged act(s); (3) Date and by whom discipline was levied; (4) The disciplinary penalty assigned; (5) Circumstances which s/he feels merit review; (6) Signature and date. Upon receipt of the request for an appeal hearing, the Chief Student Affairs Officer will schedule a hearing, and notify the student requesting the appeal, of the date and time of the scheduled hearing. At the same time, the student will be informed as to the procedure used at the hearing and the student's right to friendly counsel.

Hearing Procedure

A time shall be set for a hearing, not less than two (2) nor more than ten (10) calendar days after the student has been notified. Maximum time limited for scheduling of hearings may be extended at the discretion of the Chief Student Affairs Officer.

1. A quorum of the committee shall be present during the course of the hearing; the Chair of the committee will be responsible for the written summary of the hearing.
2. The student accused of misconduct and requesting the hearing is expected to attend the hearing. Failure to attend, in the discretion of the Committee on Student Conduct, may result in consideration of the matter with the available information and a determination of misconduct penalties, if any.
3. The chair will open the meeting by introducing the committee members and asking each party if there is an objection to a member. The objection, if any, shall provide a factual basis for the request that a member should not serve. The chair will decide whether to remove the member based on the objection. In such case, a replacement will be chosen by the chair if a quorum is not otherwise present to hear the case.
4. The chair will then advise the student of the Committee's procedures and his/her right to make a statement, call and question witnesses, and have, an advisor of his/her own choosing present. The advisor can be a member of the faculty, a parent, an attorney, or other individual. However, only the student may speak and ask questions on his/her own behalf.
5. The Committee on Student Conduct may seek the advice of the college attorney at any time.
6. The Committee may in its sole discretion temporarily stay the hearing at any time to summon crucial witnesses, if necessary to effectuate justice.
7. The chair shall review, in the presence of the student and the Chief Student Affairs Officer, the allegations against the student for the matter under review.
8. The chair shall then call upon the Chief Student Affairs Officer for a formal statement and questioning by members of the Committee and the student.
9. The chair shall then call upon the student for a formal statement and questioning by committee members and the Chief Student Affairs Officer.
10. The chair shall then proceed to ask the Chief Student Affairs Officer if he/she cares to introduce evidence or witnesses, in which event the student and the Chief Student Affairs Officer, as well as members of the committee, shall have the right to question them. Upon the conclusion of questioning, each witness shall leave the meeting room. In like manner, the chair shall ask the student if he/she cares to introduce witnesses; and, if so, like procedure shall be followed. Normally, witnesses shall only be present in the hearing during their testimony.

11. After hearing all witnesses, the chair shall ask for a concluding statement first from the student and then from the Chief Student Affairs Officer, if they desire to make one. No further questions should be asked during the closing statements.
12. Previous discipline records of the student may not be used in any hearing unless a determination of guilt has been made. If the Committee finds a student guilty, the previous disciplinary record, if any, may then be introduced to be considered in assessing penalties.
13. Legal rules of evidence do not apply to hearings before the Committee. **The standard of review is by a preponderance or greater weight of the credible evidence.**
14. Following the concluding statements, if offered, the chair shall request that everyone other than him/herself and the committee leave the room. The chair shall preside over deliberations and may vote in case of a tie.
15. The Committee shall deliberate and voice opinions. A majority vote will control. In the event a majority decision cannot be reached regarding innocence or guilt, the case may be dismissed or the Chief Student Affairs Officer may request that a second Committee be formed to rehear the case.
16. Upon the determination of whether a violation has occurred, the Committee shall either dismiss the disciplinary matter or deliberate the misconduct penalties, whichever is appropriate. If misconduct penalties are to be decided, the Committee shall consider any penalties recommended by the Chief Student Affairs Officer and may affirm, modify, or reject such penalties.
17. When the committee's deliberations are concluded, the student shall be notified in writing within two working days by the chair of the Committee's decision.
18. The student's written request for review, the written statement of the Chief Student Affairs Officer's position, the committee's decision, and the written summary of the hearing, shall, upon completion of the hearing, be made a part of the student's confidential file in the Chief Student Affairs Officer's Office.

Appeals to the President

A decision reached by the committee may be appealed by the accused student or referring College official to the President of the College, or his/her designee, within five (5) - working days of the decision. The appellant must present a written statement of the reason(s) for the appeal. The President of the College (or his/her designee) will review the committee's determination only to see whether there was evidence before a committee which supported the result reached. The President is not bound by formal rules of hearings in his/her investigation or appraisal and may refuse to review an appeal s/he believes to be without merit. Except as required to explain the basis of new evidence, an appeal shall be limited to review of the record of the initial hearing and supporting documents for one or more of the following purposes:

- A. To determine whether the original hearing was conducted fairly in light of the charges and evidence presented, and in conformity with prescribed procedures giving the complaining party reasonable opportunity to prepare and present evidence that the Code of Conduct was violated, and giving the accused student a reasonable opportunity to prepare and present a rebuttal of those allegations.
- B. To determine whether the decision reached regarding the accused student was based on substantial evidence, that is, whether details in the case were sufficient to establish that a violation of the Code of Conduct occurred.

C. To determine whether the sanction(s) imposed were appropriate for the violation of the Code of Conduct which the student was found to have committed.

D. To consider new evidence, sufficient to alter a decision, or other relevant facts not brought out in the original hearing, because such evidence and/or facts were not known to the person appearing at the time of the hearing.

Upon review of the case, the President shall:

- 1) Sustain the original disciplinary action; or
- 2) Adjust the sanction, or
- 3) Remand the case to the original committee and Chief Student Affairs Officer for re-opening the hearing to allow reconsideration of the original determination and/or sanction(s), or
- 4) Dismiss the case.

The decision of the President shall be “final and binding.”

In cases involving appeals by students accused of violating the Code of Conduct, review of the sanction by the President of the College may not result in more severe sanctions for the accused student.

Sexual Harassment and Grievance Policy

Title IX compliance includes the prohibition of sexual harassment and provisions for grievance procedures.

It shall be the administrative policy of NCCC that no person shall, on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity of NCCC as required by P. L. 92-318. This title covers three major areas: admissions, employment, and treatment of students.

As a part of its policy not to discriminate on the basis of sex, NCCC hereby specifically prohibits any act of sexual harassment and has adopted for its students and employees the following definition of sexual harassment:

Requests for sexual favors or unwelcome advances in the form of verbal or physical conduct of a sexual nature for which compliance is made an expressed or implied condition of an individual's initial or continued employment, requests which affect decisions regarding an individual's education, or requests which interfere with an individual's work or academic performance including peer sexual harassment which creates a hostile environment to the educational process.

The Chief Academic Officer has been designated as the compliance officer responsible to coordinate the efforts of the college to comply with and carry out its responsibilities under this Act, including any investigation of any complaint communicated to NCCC alleging its noncompliance with this Act or alleging any actions which should be prohibited by this Act. The compliance officer may be contacted by mail at NCCC, 800 West 14th Street, Chanute, Kansas 66720 or by telephone at (316) 431-2820, extension 212.

All sexual harassment complaints must be submitted as follows:

A. Definitions

1. Grievance: Grievance is (1) a work-related complaint which is not related to termination of contracts or termination of employment, nonrenewal of contracts, suspensions or demotions; (2) a student complaint not related to a grade appeal.
2. Aggrieved Person: The person or persons making the complaint.
3. Party of Interest: The person or persons making the complaint and/ or any person against whom action might be taken in order to resolve the grievance.
4. Days Except when otherwise indicated, days shall mean working days.

B. Purpose

The purpose of this procedure is to secure, at the lowest level, equitable solutions to the problems affecting persons which may arise from time to time.

C. Procedure

1. Level One

Within 20 days from the date of awareness of a problem, the aggrieved person shall seek to resolve the matter informally with his/her supervisor, unless the supervisor is a party of interest, in which case the procedure shall begin with level two. Level one for students shall begin with the Chief Student Affairs officer.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered within five (5) working days after discussion of the grievance he/she may file the grievance in writing within ten (10) days of level one response with the Chief Academic Officer on the form available in the Chief Academic Officer's office's office.
- b. Within five (5) contract days after receipt of the written grievance the Chief Academic Officer or his/her designee will meet with the aggrieved person and his/her representative in an effort to resolve it. The Chief Academic Officer shall submit his/her decision in writing to the aggrieved person within five (5) days after the meeting. If the Chief Academic Officer is a party of interest, then the procedure shall begin with Level Three.

3. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, he/she may file the grievance within ten (10) days of the level two response with the president.
- b. Within five (5) days after receipt of the written grievance the president or his/her designee will meet with the aggrieved person and his/her representatives in an effort to resolve it. The president shall submit his/ her decision in writing to the aggrieved person within five (5) days of the meeting.

If the President is a party of interest, then the procedure shall begin with Level Four.

4. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level three, he/she may file the grievance within ten (10) working days of the level three response with the board of trustees, by filing the grievance with the President.
- b. Upon receipt of the written grievance by the board, the grievance shall be scheduled at the next regular board meeting or the following regular board meeting if the next meeting is within ten (10) days of the receipt of the grievance by the board. The grievance will be heard in executive session unless otherwise requested by the grievant. The board shall submit its decision in writing to the aggrieved person within five (5) days of the meeting.

D. Rights of Representation

1. No reprisals will be taken by the board or administration against any participant in the grievance procedure by reason of such participation.
2. A person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the grievant.

E. Miscellaneous

1. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the days shall be those days during which the college is open for business.
3. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended at the last step, or the grievant may advise the administration that the grievance is dropped.
4. Decisions rendered at level two, three and four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties of interest.
5. When it is necessary for a representative to attend a grievance hearing during the school day, he/she will, upon notice to the chief academic officer, be released without loss of pay. Any persons whose appearance in such hearings as a witness is necessary will be accorded the same right.

6. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file or academic records of any of the participants.
7. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be prepared by the administration and made available in the Chief Academic Officer office to facilitate operations of the grievance procedure.
8. Time line exception: If the grievant chooses to have representation at any level, the administration will contact the grievant, who may coordinate with his/her representative to determine mutually acceptable dates at each level.
9. Strict rules of evidence and requirements of substantive and procedural due process, except the notice provisions and time deadlines provided herein, will not apply.
10. In the absence of a written reply herein being given within the time specified, the grievance is considered to be denied and the grievant may submit the grievance to the next level.
11. All grievances filed shall:
 - a. Be signed by the aggrieved person;
 - b. Be specific;
 - c. Contain a synopsis of the facts giving rise to the grievance;
 - d. Cite the article, section, page number of that portion of any policy or procedure allegedly violated (if applicable);
 - e. Contain the date of any alleged violation;
 - f. Specify the relief requested; and
 - g. Be submitted using college supplied forms. If the grievance as filed is not in conformance with these requirements, then the college reserves the right to reject the grievance. Such rejection shall not extend the time limitations herein set forth.

Student's Right to Know

Neosho County Community College adheres to the philosophy of openness and therefore makes available to all students the following information on an annual basis:

- A. The number of students categorized by race and sex;
- B. The number of students who receive athletically-related student aid, categorized by race and sex in all sports;
- C. The graduation rate for students categorized by race and sex;
- D. The completion or graduation rate for students who received athletically related student aid, categorized by race and sex;
- E. The average graduation rate for the four most recent graduating classes categorized by race and sex; and
- F. The average graduation rate for the four most recent graduating classes who received athletically-related student aid, categorized by race and sex.

Privacy Rights of Students

The College from time to time publishes several bulletins, lists, brochures, catalogs, directories, yearbooks, annuals, guidebooks, new releases, sports information, honor rolls, etc., containing information that specifically identifies students and information about them. The College is authorized to publish, and will publish, such Directory Information, collectively or individually, unless a student within a reasonable time after the start of the semester notifies the Student

Privacy Office (Registrar, Sanders Hall) in writing that all of the categories listed below (designated Directory Information) should not be released without prior written consent. The following information is considered Directory Information.

- 1) Address
- 2) Awards received
- 3) Class schedule
- 4) Classification
- 5) Date and place of birth
- 6) Dates of registered attendance
- 7) E-mail address
- 8) Full or part-time status
- 9) Hometown address
- 10) Major and minor field of study
- 11) Marital status
- 12) Nature of any degrees granted and dates conferred
- 13) Parents and next-of-kin information
- 14) Participation in officially recognized activities and sports
- 15) Photographs
- 16) Previous educational institutions
- 17) Sports-weight and height of athletic team members
- 18) Student advisor
- 19) Student name
- 20) Telephone listing

Rights Under The Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords' students certain rights with respect to their education records. They are:

1. The right to inspect and review the student's education records within 45 days of the date the College receives a request for access. Students should submit to the registrar, dean, head of the academic department, or other appropriate official, written requests that identify the record(s) they wish to inspect. The College official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the College official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.
2. The right to request the amendment of the student's education records that the student believes is inaccurate or misleading. Students may ask the College to amend a record that they believe is inaccurate or misleading. They should write the College official responsible for the record, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the College decides not to amend the record as requested by the student the College will notify the student of the decision and advise the student of his or her right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials

with legitimate educational interests. A school official is a person employed by the College in an administrative supervisory, academic or research, or support staff position (including law enforcement unit personnel and health staff); a person or company with whom the College has contracted (such as an attorney, auditor, or collection agent); a person serving on the Board of Trustees; or a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the College discloses education records without consent to officials of another school in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by Neosho County Community College to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office
 U.S. Department of Education
 600 Independence Avenue, SW
 Washington, DC 20202-4605

Winter Storms/Severe Weather

College authorities will make the decision to close the campus, usually prior to 6:00 a.m. the day of classes. Information will be made available to the following radio and TV stations:

Chanute Campus		Ottawa Campus	
KINZ – 95.3	Chanute	KOFO – 1220 AM	Ottawa
KKOY – 105.5 FM	Chanute	LAZER – 105.9 FM	Lawrence
Cablevision of Chanute	Chanute	KLWN – 1320 AM	Lawrence
KKOW – 96.9 FM	Pittsburg	WIBW – 580 AM	Topeka
KOAM TV CH 7	Pittsburg	WIBW – CH 13	Topeka
KIKS – 101.5	Iola	97 Country – 97.3 FM	Topeka
KLKC 0 93.5	Parsons	CH4, CH5, CH9	Kansas City
		KJHK – 90.7 FM	Lawrence

In addition, the College’s phone system message will be updated with the latest closing information. Chanute students may call 800-729-6222 (KS only) or 620-431-2820 at any time for Chanute campus closing information. Ottawa students may call 888-466-2688 (KS only) or 785-242-2067 at any time for Ottawa campus closing information.

The College also utilizes a cell-phone text messaging system which will be used to distribute and send emergency messages to all subscribers by location. To sign up for the text message delivery system, please go to www.neosho.edu.

Crime and Homeland Security

Neosho County Community College takes the safety and security of its students, employees and community it serves as its highest priority. Below are federally-mandated reports of campus crime statistics including all relevant definitions.

Jeanne Cleary Act Crime Statistics

Sex Offenses Definitions (As per the National Incident-Based Reporting System Edition of the Uniform Crime Reporting Program)

Sex Offenses-Forcible: Any sexual act directed against another person, forcibly and/or against that person's will; or not forcibly or against the person's will where the victim is incapable of giving consent.

A. Forcible Rape

The carnal knowledge of a person, forcibly and/or against the person's will; or not forcibly or against the person's will where the victim is incapable of giving consent because of his/her temporary or permanent mental or physical incapacity (or because of his/her youth).

B. Forcible Sodomy

Oral or anal sexual intercourse with another person, forcibly and/or against that person's will; or not forcibly against the person's will where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.

C. Sexual Assault with an Object

The use of an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will; or not forcibly or against the person's will where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.

D. Forcible Fondling

The touching of the private body parts of another person for the purpose of sexual gratification, forcibly and/or against that person's will; or, not forcibly or against the person's will where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.

Sex Offenses-Non-Forcible: Unlawful, non-forcible sexual intercourse.

A. Incest Non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

B. Statutory Rape

Non-forcible sexual intercourse with a person who is under the statutory age of consent.

Crime definitions from the Uniform Crime Reporting Handbook

Aggravated Assault: an unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is accompanied by the use of a weapon or by means likely to produce death or great bodily harm. It is not necessary that injury result from an aggravated assault when a gun, knife, or other weapon is used which could or probably would result in a serious potential injury if the crime were successfully completed.

Arson: Any willful or malicious burning or attempt to burn, with or without intent to defraud, a dwelling, house, public building, motor vehicle or aircraft, personal property, etc.

Burglary: The unlawful entry of a structure to commit a felony or a theft. For reporting purposes this definition includes: unlawful entry with intent to commit a larceny or a felony; breaking and entering with intent to commit a larceny; housebreaking; safecracking; and all attempts to commit any of the aforementioned.

Motor Vehicle Theft: The theft or attempted theft of a motor vehicle. (Classify as motor vehicle theft all cases where automobiles are taken by persons not having lawful access even though the vehicles are later abandoned-including joy riding).

Murder and Non-negligent Manslaughter: The willful (non-negligent) killing of one human being by another.

Manslaughter by Negligence: The killing of another person through gross negligence.

Robbery: The taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force, violence, and/or causing the victim fear.

Weapon Law Violations: The violation of laws or ordinances dealing with weapon offenses, regulatory in nature, such as: manufacture, sale, or possession of deadly weapons; carrying deadly weapons, concealed or openly; furnishing deadly weapons to minors; aliens possessing deadly weapons; all attempts to commit any of the aforementioned.

Drug Abuse Violations: Violations of state and local laws relating to the unlawful possession, sale, use, growing, manufacturing, and making of narcotic drugs. The relevant substances include: opium or cocaine and their derivatives (morphine, heroin, codeine); marijuana; synthetic narcotics (Demerol, methadones); and dangerous non-narcotic drugs (barbiturates, Benzedrine).

Liquor Law Violations: The violation of laws or ordinance prohibiting: the manufacture, sale, transporting, furnishing, possessing of intoxicating liquor; maintaining unlawful drinking places; bootlegging; operating a still; furnishing liquor to minor or intemperate person; using a vehicle for illegal transportation of liquor; drinking on a train or public conveyance; all attempts to commit any of the aforementioned.

Location Definitions from the Jeanne Cleary Disclosure of Campus Security Policy and Campus Crime Statistics Act

On-Campus: (1) Any building or property owned or controlled by an institution within the same reasonably contiguous geographic area and used by the institution in direct support of or in a manner related to the institution's educational purposes, including residence halls; and (2) Any building or property that is within or reasonably contiguous to the area identified in paragraph (1), that is owned by the institution but controlled by another person, is frequently used by students and supports institutional purposes (such as a food or retail vendor).

Non-Campus Building Or Property: (1) Any building or property owned or controlled by a student organization that is officially recognized by the institution; or (2) Any building or property owned or controlled by an institution that is used in direct support of or in relation to the institution's educational purposes, is frequently used by students, and is not within the same reasonably contiguous geographic area of the institution.

Public Property: All public property, including thoroughfares, streets, sidewalks, and parking facilities, that is within the campus or immediately adjacent to and accessible from the campus.



NEOSHO COUNTY COMMUNITY COLLEGE

The education you need. The attention you deserve.

CRIMES REPORTED FOR:	NCCC Chanute Campus				Non-campus Buildings or Property			Public Property*		
	2009	2010	2011		2009	2010	2011	2009	2010	2011
TYPE OF OFFENSE	2009	2010	Res. Hall	Total	2009	2010	2011	2009	2010	2011
Murder/non-negligent manslaughter	0	0	0	0	0	0	0	NA	NA	NA
Negligent manslaughter	0	0	0	0	0	0	0	NA	NA	NA
Forcible sex offenses (includes rape)	0	0	0	0	0	0	0	NA	NA	NA
Non-forcible Sex Offenses	0	0	0	0	0	0	0	NA	NA	NA
Robbery	0	0	0	0	0	0	0	NA	NA	NA
Aggravated Assault/Injury	0	0	0	0	0	0	0	NA	NA	NA
Burglary	0	0	0	0	0	0	0	NA	NA	NA
Motor vehicle theft	0	0	0	0	0	0	0	NA	NA	NA
Arson	0	0	0	0	0	0	0	NA	NA	NA
HATE CRIMES (by prejudice)	2009	2010	2011		2009	2010	2011	2009	2010	2011
			Res. Hall	Total						
Race	0	0	0	0	0	0	0	NA	NA	NA
Gender	0	0	0	0	0	0	0	NA	NA	NA
Religion	0	0	0	0	0	0	0	NA	NA	NA
Sexual Orientation	0	0	0	0	0	0	0	NA	NA	NA
Ethnicity	0	0	0	0	0	0	0	NA	NA	NA
Disability	0	0	0	0	0	0	0	NA	NA	NA

ARRESTS/REFERRALS FOR SELECTED OFFENSES	2009	2010	2011		2009	2010	2011	2009	2010	2011
			Res. Hall	Total						
Liquor Law Violations										
Arrests	0	0	0	0	0	0	0	NA	NA	NA
Referrals	4	13	17	30	0	0	0	NA	NA	NA
Drug Law Violations										
Arrests	0	0	0	0	0	0	0	NA	NA	NA
Referrals	3	2	5	7	0		0	NA	NA	NA
Weapons Law Violations										
Arrests	0	0	0	0	0	0	0	NA	NA	NA
Referrals	0	2	2	2	0	0	0	NA	NA	NA

* Public property statistics were not available for the immediate area surrounding the college. Statistics for the entire City of Chanute are on file in the Dean of Student Development Office and may be obtained from the Dean upon request.



CRIMES REPORTED FOR:	NCCC Ottawa Campus				Non-campus Buildings or Property			Public Property*		
TYPE OF OFFENSE	2009	2010	2011		2009	2010	2011	2009	2010	2011
			Res. Hall	Total						
Murder/non-negligent manslaughter	0	0	0	0	0	0	0	NA	NA	NA
Negligent manslaughter	0	0	0	0	0	0	0	NA	NA	NA
Forcible sex offenses (includes rape)	0	0	0	0	0	0	0	NA	NA	NA
Non-forcible Sex Offenses	0	0	0	0	0	0	0	NA	NA	NA
Robbery	0	0	0	0	0	0	0	NA	NA	NA
Aggravated Assault/Injury	0	0	0	0	0	0	0	NA	NA	NA
Burglary	0	0	0	0	0	0	0	NA	NA	NA
Motor vehicle theft	0	0	0	0	0	0	0	NA	NA	NA
Arson	0	0	0	0	0	0	0	NA	NA	NA
HATE CRIMES (by prejudice)			2011							
	2009	2010	Res. Hall	Total	2009	2010	2011	2009	2010	2011
Race	0	0	0	0	0	0	0	NA	NA	NA
Gender	0	0	0	0	0	0	0	NA	NA	NA
Religion	0	0	0	0	0	0	0	NA	NA	NA
Sexual Orientation	0	0	0	0	0	0	0	NA	NA	NA

Ethnicity	0	0	0	0	0	0	0	NA	NA	NA
Disability	0	0	0	0	0	0	0	NA	NA	NA
ARRESTS/REFERRALS FOR SELECTED OFFENSES	2009	2010	2011		2009	2010	2011	2009	2010	2011
			Res. Hall	Total						
Liquor Law Violations										
Arrests	0	0	0	0	0	0	0	NA	NA	NA
Referrals	0	0	0	0	0	0	0	NA	NA	NA
Drug Law Violations										
Arrests	0	0	0	0	0	0	0	NA	NA	NA
Referrals	0	0	0	0	0	0	0	NA	NA	NA
Weapons Law Violations										
Arrests	0	0	0	0	0	0	0	NA	NA	NA
Referrals	0	0	0	0	0	0	0	NA	NA	NA
* Public property statistics were not available for the immediate area surrounding the college. Statistics for the entire City of Ottawa are on file in the Dean of the Ottawa Campus and may be obtained from the Dean upon request.										

Gramm - Leach - Bliley Act ("GLBA") Policy

Overview: This document summarizes Neosho County Community College's comprehensive written information security policy (the "Policy") mandated by the Federal Trade Commission's Safeguards Rule and the Gramm - Leach - Bliley Act ("GLBA"). In particular, this document describes the Program elements pursuant to which the Institution intends to (i) ensure the security and confidentiality of covered records, (ii) protect against any anticipated threats or hazards to the security of such records, and (iii) protect against the unauthorized access or use of such records or information in ways that could result in substantial harm or inconvenience to customers. The policy incorporates by reference, the College's existing policies and procedures and is in addition to any College policies and procedures that may be required pursuant to other federal and state laws and regulations, including, without limitation, FERPA.

Designation of Representatives: The Institution's Chief Information Officer is designated as the Program Officer who shall be responsible for coordinating and overseeing the Policy. The Program Officer may designate representatives of the Institution to oversee and coordinate particular elements of the Policy. Any questions regarding the implementation of the Program or the interpretation of this document should be directed to the Program Officer or his or her designees.

Scope of Policy: The Policy applies to any record containing nonpublic financial information about a student or other third party who has a relationship with the Institution, whether in paper, electronic or other form, which is handled or maintained by or on behalf of the Institution or its affiliates. For these purposes, the term nonpublic financial information shall mean any information (i) a student or other third party provides in order to obtain a financial service from the Institution, (ii) about a student or other third party resulting from any transaction with the Institution involving a financial service, or (iii) otherwise obtained about a student or other third party in connection with providing a financial service to that person.

Elements of the Policy:

1) Risk Identification and Assessment.

The Institution intends, as part of the Policy, to undertake to identify and assess external and internal risks to the security, confidentiality, and integrity of nonpublic financial information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information. In implementing the Policy, the Program Officer will establish procedures for identifying and assessing such risks in each relevant area of the Institution's operations, including:

2) Employee training and management.

The Program Officer will coordinate with representatives in the Institution's Student/Financial Services and Financial Aid offices to evaluate the effectiveness of the Institution's procedures and practices relating to access to and use of student records, including financial aid information. This evaluation will include assessing the effectiveness of the Institution's current policies and procedures in this area.

3) Information Systems and Information Processing and Disposal.

The Program Officer will assess the risks to nonpublic financial information associated with the Institution's information systems, including network and software design, information processing, and the storage, transmission and disposal of nonpublic financial information. This evaluation will include assessing the Institution's current policies and procedures relating to Acceptable Use Policy, Information Technology Security Policy, and Records Retention Policy. The Program Officer will also assess procedures for monitoring potential information security threats associated with software systems and for updating such systems by, among other things, implementing patches or other software fixes designed to deal with known security flaws.

4) Detecting, Preventing and Responding to Attacks.

The Program Officer will evaluate procedures for and methods of detecting, preventing and responding to attacks or other system failures and existing network access and security policies and procedures, as well as procedures for coordinating responses to network attacks and developing incident response teams and policies.

5) Designing and Implementing Safeguards.

The risk assessment and analysis described above shall apply to all methods of handling or disposing of nonpublic financial information, whether in electronic, paper or other form. The Program Officer will, on a regular basis, implement safeguards to control the risks identified through such assessments and to regularly test or otherwise monitor the effectiveness of such safeguards. Such testing and monitoring may be accomplished through existing network monitoring and problem escalation procedures.

6) Overseeing Service Providers.

The Program Officer shall coordinate with those responsible for the third party service procurement activities among the Department of Information Technology and other affected departments to raise awareness of, and to institute methods for, selecting and retaining only those service providers that are capable of maintaining appropriate safeguards for nonpublic financial information of students and other third parties to which they will have access.

7) Adjustments to Program.

The Program Officer is responsible for evaluating and adjusting the Program based on the risk identification and assessment activities undertaken pursuant to the Program, as well as any material changes to the Institution's operations or other circumstances that may have a material impact on the Program.

Health Insurance Portability and Accountability Act

This notice describes how medical information about you may be used and disclosed. Please review it carefully. If you have any questions, please contact the Athletic Trainer at 800 West 14th, Chanute, Kansas 66720 or by Phone at (620)431-2820, ext. 677. As a student at NCCC, you have the right to privacy concerning your medical plan of care. Medical record information and your relationship with your medical staff are considered private. Your diagnosis and course of treatment are available only to those directly involved with your care. Unless you tell us otherwise, we will make every effort to give your family medical updates as appropriate. We create a record of the care and services you receive to provide quality care and to comply with legal requirements. This Notice applies to all of the records of your care that we maintain, whether created by our Training staff or your doctor. Your personal doctor may have different policies or notices regarding the doctor's use and disclosure of your medical information created in the doctor's office. We are required by law to keep medical information about you private, give you this Notice of our legal duties and privacy practices with respect to medical information about you and follow the terms of the Notice that is currently in effect. We may use and disclose medical information about you for treatment (such as sending medical information about you to a specialist as part as a referral); to obtain payment for treatment (such as sending billing information to your insurance company or Medicare); and to support our health care operations (such as comparing patient data to improve treatment methods). We may disclose medical information and/or participation status to athletic coaches for your health and safety. We may disclose information to administrators and academic counselors to support your academic progress. We may release information to sports information staff and members of the media regarding your participation status. Regarding your medical information, you have the right to look at or get a copy of medical information that we use to make decisions about your care. You have the right to a personal representative to assist you in reviewing your medical information. If you believe that information in your records is incorrect or incomplete, you have the right to request that we amend the records. You have the right to a list of those instances where we have disclosed medical information about you, other than for treatment, payment, health care operations or where you specifically authorized a disclosure. You may request, in writing, that we do not use or disclose medical information about you for specific cases or circumstances. We reserve the right to change the terms of this Notice at any time. Changes will apply to medical information we already hold, as well as new information we receive after the change occurs. If we change our Notice, we will post the new Notice in our athletic training facilities. You can receive a copy of the current Notice at any time. You will also be asked to acknowledge in writing your receipt of this Notice on our Authorization/Consent for Disclosure of Protected Health Information.

Homeland Security Procedures

In conjunction with parameters set by National Homeland Security, Neosho County Community College is considering actions that we might take to address threat levels. The following policy functions as a guide only, and the same is subject to change as needed. The Safety and Security Committee will be responsible for the implementation of specific actions under these guidelines. Specific guidelines can be found in the Neosho County Community College Emergency Action Plan available in the Residence Life office in the Student Union, or from the administration office at either campus location.

Board of Trustees

Published handbooks and policies are meant to be a guide for students at NCCC and are subject to policies set forth in the Board of Trustees Policy Handbook, including policies and amendments adopted during the academic year, which are available for review at the Student Services offices in Sanders Hall.

Notice of Non-Discrimination

Neosho County Community College, in compliance with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Readjustment Assistance Act of 1974, Americans with Disabilities Act of 1990, and other federal laws and regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disabilities, marital status, or status as a veteran in any of its policies, practices, or procedures. This includes, but is not limited to, admissions, employment, financial aid, housing, and educational services. Any person having questions regarding the above is directed to the dean of finance and student services, Title VI and IX and Section 504 coordinator, NCCC, 800 West 14th, Chanute, Kansas 66720, 620-431-2820 ext. 222.

Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 Statement of Compliance

If you are a student with a disability who may need accommodation(s), in compliance with Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act (ADA), please notify the Coordinator of Advising and Articulation, Sanders Hall, ext. 280, on the Chanute campus, or the Assistant Dean, ext. 312, on the Ottawa campus as soon as possible. You will need to bring your documentation for review in order to determine reasonable accommodations, and then we can assist you in arranging any necessary accommodations. As necessary, the Coordinator of Advising and Articulation will review documentation about your disability and determine the need for the accommodations you are requesting. The Coordinator of Advising and Articulation will then assist you in planning for any necessary accommodations and will notify your instructors of the accommodation plan.

Disclaimer

The content of this document is provided for the information of the student and does not constitute a contract. The content is accurate at the time of printing but may be modified or changed at any time to correspond to decisions of the NCCC Board of Trustees, and local, state, or federal requirements. Any changes may be implemented without prior notice and without obligation and, unless specified otherwise, are effective when made.

RESIDENCE HALL GUIDE

The contents of this handbook were gathered, and compiled by the Dean of Student Development and the Coordinator of Residence and Student Life for students use and information. ALL INFORMATION IN THIS PUBLICATION IS SUBJECT TO CHANGE. It is your responsibility as a resident to read and understand all information in this manual. This manual is provided to help you become familiar with our residence halls, services, programs, facilities, policies, procedures, and staff as well as to understand our philosophy and goals while living at Neosho County Community College. Each resident of Neosho County Community College's residence halls must realize that they not only have certain rights as a resident but ALSO HAVE RESPONSIBILITIES. The Coordinator of Residence and Student Life as well as the Assistant Coordinator of Residence and Student Life will be available to answer any questions or concerns of the residents. Office hours are posted outside the Bideau Security office. The Coordinator and Assistant Coordinator of Residence and Student Life are Neosho County Community College Staff members who live within the residence halls. They can unlock doors when students forget their keys, take maintenance requests, answer questions about the residence halls and also enforce all the rules and regulations as detailed in this handbook. The college also contracts with an outside security company that provides evening and night security services for housing residents. There are two residence halls at the Chanute campus of Neosho County Community College. Bideau Hall, which is the newest of the buildings, houses 208 men and women in a two-to-a-room and four-to-a-suite format (same sex). Neo Kan houses 54 students in a two-to-a-room format. As a member of either of these buildings, your school community will consist of you, your roommates, all residents on your floor, and all the residents on campus. The number one, most important way to have a successful year is **to have mutual respect and consideration for others**. Before you act, consider the impact of your behavior on the rest of your fellow residents. Consider them and ask that they do the same for you. Everyone on campus has a different lifestyle and background. Your interactions with them will help increase your knowledge of others and can lead to new and lasting friendships. Friends made in college often last a lifetime.

Residential Living Requirements

Unmarried students under 21 years of age ~~who are enrolled full time and are~~ taking classes at the Chanute campus and not living with parent(s)/or legal guardian are required to live in college housing when space is available. Unmarried students under 21 years of age with dependents who live with them are not required to live in campus housing. Students living in college housing must participate in the regular meal plan offered by food service. Students with special circumstances who wish exemption from the housing requirement may apply in writing to the chief student affairs officer. This application must specify the basis for exemption. Generally, exemptions are limited to physical disability, medical, emotional problems, or cultural factors relating to international students. The chief student affairs officer or designee will respond in writing within five (5) business days. If the request is denied, the request may be appealed to the president or his/her designee who will respond within five (5) business days. This decision will be final. The housing requirement will not apply to exchange students required to reside with a host family by the exchange program.

2011~~0~~ - 2012~~1~~ Residence Hall Schedule

Move-In Day	August 20	9:00 am
Labor Day (college closed)	September 5	
Residence Halls Close	November 18	5:00 pm
Thanksgiving Break	November 21 – 25	
Residence Halls Close	December 16	5:00 pm
Residence Halls Open	January 16	1:00 pm
Residence Halls Close	March 16	5:00 pm
Spring Break	March 21 – 25	Halls Closed
Residence Halls Close	May 11	5:00 pm

Fall Semester	Food Service	
Halls open Aug. 20, 2011 (9:00 am)	Begins Aug. 20, 2011	Dinner
Thanksgiving Break		
Halls close Nov.18, 2011(5:00pm)	Ends Nov. 18, 2011	Lunch
Halls open Nov.27, 2011(1:00pm)	Begins Nov. 27, 2011	Dinner
Halls close Dec.15, 2011(5:00pm)	Ends Dec. 15, 2011	Lunch
Spring Semester		
Halls open Jan.16, 2012 (1:00pm)	Begins Jan. 16, 2012	Dinner
Spring Break		
Halls close Mar. 16, 2012(5:00pm)	Ends Mar. 16, 2012	Lunch
Halls open Mar. 25, 2012(1:00pm)	Begins Mar. 25, 2012	Dinner
Halls close May 11, 2012(5:00pm)	Ends May 11, 2012	Lunch

The residence halls are closed during Thanksgiving, Christmas, and Spring Breaks. All students are required to find other housing arrangements during this time. Only students living in the residence halls who are required to participate in college activities at these times will be granted permission to remain in the residence halls. **STUDENTS ARE NOT PERMITTED TO STAY IN THE HALLS TO WORK OFF-CAMPUS!**

Housing Staff

The Coordinator of Residence and Student Life resides in Bideau Hall. The Coordinator is the resource person for students with questions or concerns about housing. The Coordinator supervises the hall staff and provides leadership for the overall residence hall operation. The Assistant Coordinator of Residence and Student Life is also a live-in residential life staff member. The Assistant Coordinator assists the Coordinator in all residence life operations.

Dining Room Information

All students residing in campus housing must purchase the 19-meal plan as part of their room and board package. All meals are served in the cafeteria located in the Student Union. *A valid student ID card must be presented upon entrance to the cafeteria.* Dining room equipment including glasses, cups, plates, and tableware must remain in the cafeteria.

Dining Room Attire: Appropriate dress is expected in the cafeteria. Shirts and shoes must be worn at all times.

Food Committee: If you have any suggestions or concerns about the food service, the food committee, is available to hear your concerns. The committee meets as needed throughout the school year. Contact the Dean of Student Development for more information.

Guests: Guests may eat in the cafeteria. Meal charges are posted in the cashier area of the cafeteria. Guests may purchase a multiple meal card or pay cash for individual meals.

Meal Times

Monday thru Friday	
Hot Breakfast	7:00am – 9:00am
Lunch	11:30am - 1:15pm
Dinner	5:30pm - 7:30pm
Saturday and Sunday	
Brunch	12:00pm – 1:00pm
Dinner	5:00pm – 6:00pm

*Great Western Dining will operate a “late night” supplemental meal option for two hours per night.

*Meal times are subject to change. Meal times will be posted in the cafeteria and in both residence halls each semester. Two meals are served on days where there are no classes or if the college is closed.

Housing Contract and Application Fee

A \$125, non-refundable application fee is required at the time of a signed contract in order to reserve a room in the residence hall. Housing contracts are available in the Student Services Office in Sanders Hall. No food service is available on campus during winter and spring breaks.

Student Health form

Each student is required to complete a student health form. This form will be kept in the Bideau Security Office and will be used to assist students in emergency situations. The information will not be released without the knowledge and/or written consent of the student. This form must be turned in before or at the time of check-in.

Immunizations and Meningococcal Vaccinations Required

To live in the residence halls, students are required to provide documentation of the following immunizations: two MMR (Measles, Mumps, and Rubella) shots, a negative history of active tuberculosis, and meningococcal (bacterial meningitis) vaccination or sign a waiver declining the vaccination. A vaccination verification form is provided with the housing contract. For more information or for assistance in obtaining vaccinations, contact the Dean of Student Development.

Residence Halls Amenities and Services

Bulletin Boards

Bulletin boards are located in the lobby and on each wing of the residence halls. Announcements of concern to residents will be posted, so please check the bulletin board frequently. All advertisements must be approved and posted by residence hall staff.

Cable TV

Cable television is provided for residence hall students free of charge. Residents must provide their own cable adaptor. Each room in both Bideau Hall and Neokan is provided with only one cable connection. Problems with this service should be reported via email to housing@neosho.edu.

Internet Service

High speed wireless Internet service is provided free of charge to all residents. To obtain internet service after move in day or to report problems with Internet service, contact help@neosho.edu. Depending on usage times on-line game play may be affected by regular internet traffic. If you need a dedicated internet connection for gaming, please contact CableOne.

Parking

Parking for resident students is located on the east side of Bideau Hall, parking lot P4 and overflow parking is in P3 in designated slots. Resident students are required to park in either lot. Each student will be required to register their vehicle and obtain a parking sticker at the time of check-in. **The sticker will be required to be put on the lower left hand side of the front window.** Residents who do not display the parking sticker or who violate parking regulations will have their vehicles towed at their own expense.

Lost and Found

Any items found should be turned in to the Security Office. There is also a lost and found located in the Welcome Center in the Student Union.

Mail Service

Each room in Bideau has an assigned mail box. Mail will be delivered each week day. Those students residing in Neo Kan will have their mail delivered to their room by the residence life staff. Packages will be available for pick up in the Bideau Security Office regularly posted office hours, or from the security staff after hours. To insure timely mail delivery, please encourage friends and family to use the following address format:

STUDENT NAME

Neosho County Community College

Hall Name, Room #

801 West 10th Street,

Chanute, KS 66720

Laundry

Laundry facilities are located on each wing in both halls. ~~A laundry fee is approved annually by the Board of Trustees and may be subject to change. Each Laundry room contains three washers and three dryers. They are operated by the use of a laundry card. The college provides each resident with a laundry card loaded with \$5.00 of laundry money. Students may purchase additional laundry money through the machine located on the outside wall of the Security Office in Bideau Hall or at the Cashier in Sanders Hall.~~

~~How to put money on your laundry card~~

~~Insert card into the slot on the left of the machine. Read the prompts on the display and press the button that corresponds to "Add Cash." Insert bills into the money slot. Once you are finished inserting bills, press the last button to retrieve your card.~~

Recreation Equipment

Recreation equipment, including PlayStations, games, etc, is available for check out from the Bideau Security Office. Students must leave their Student ID with the hall office staff. Loss or damage to this equipment must be paid by the person who checked it out. Loaning college equipment to another college student is prohibited.

Available for check-out:

XBOX 360 and games

Wii and games

Board games

Ping Pong Equipment

Billiard Equipment

Recreation Areas

No matter what your favorite recreational activity might be, there are facilities available for your use. Tennis courts are available on campus on the west side of Bideau, an outside basketball court is located at the end of the west parking lot, and a weight room is available between 12:00 pm and 1:30 pm Monday thru Friday. On the second floor of Bideau hall there is also a recreation room with billiards, air hockey and ping pong tables. The equipment for these games, as well as board games may be checked out at the Bideau Security Office. To check out equipment in the Residence Halls, you need to leave your ID at the Bideau Security Office. The Student Union and gym are also open from 7:00 pm-10:00 pm Monday-Thursday and from 2:00 pm-5:00 pm Saturday and Sunday when not reserved by an athletic team.

Vending Machines

Vending Machines are located on each floor of Bideau and on the first floor of Neo Kan. If a vending machine fails to operate properly, you may submit a request for a refund with the Security Office at housing@neosho.edu

Maintenance Requests

Residents are encouraged to report all maintenance problems promptly to the Bideau Security Office or by emailing housing@neosho.edu. Student Rooms and their furnishings are property of the college; therefore, appropriate personnel will be assigned to make the necessary repairs.

Students are not allowed to make their own repairs. Maintenance emergencies should be reported to the housing coordinators or security immediately!

Room Amenities

Each room is equipped with two extra long twin beds (39"x80"), mattresses, desks, chairs, cable TV and Internet service. Rooms in Bideau Hall are suite-style, in which residents of two rooms share a common bathroom. Neo Kan residents on each floor share a common bathroom. Study lounges are located on each wing of Bideau Hall and a 24-hour study area is located in Neo Kan. A common lobby lounge is located on the main floor of both halls.

Relocating NCCC Property/Room Furnishings

NCCC property may not be removed from the room or building in which they are located without the written permission of the Coordinator of Residence and Student Life. This includes, but is not limited to, beds, room chairs, lobby and lounge furniture, and all other NCCC property. Residents must not remove college furniture from their room without permission. Removal may result in the student being billed for the missing furniture during check out. Relocation of college property will result in a fine and disciplinary action.

Safety and Security

The safety and security of our students is our top priority. Security cameras are located in all hallways and common areas of each residence hall and in various other locations on campus. When in public areas, all residents are under 24-hour video surveillance. A minimum of one security officer is on duty each night in housing. The Chanute Police Department can be reached by the blue security phones between the residence halls and near the Student Union parking lot at any time. The Bideau Security Office is staffed regularly. Office hours are posted outside the Security Office. Students should contact the residence life coordinator on duty at any time for security concerns.

Coordinator of Res. & Student Life #: 620-212-8038

Asst. Coordinator Res. & Student Life #: 620-212-4368

Students should call "911" and alert residence hall staff in the event of an emergency after office hours.

The Chanute campus is a safe campus, but the following security guide- lines are suggested:

- 1. Always lock the door to your room, even when leaving for a few minutes.**
2. Don't leave valuables in lounges or study rooms.
3. Don't keep large amounts of money or valuables in your room.
4. Do not prop open the outside doors of the residence hall.
5. Do not open windows – they are sealed closed. You are subject to a \$50 fine for breaking the window seal.
6. Report any theft to a residence hall staff immediately.

Telephone Service

Telephone service is not provided by NCCC. Each room in Bideau and NeoKan has two phone jacks. Residents must provide their own phone service and telephones.

Residence Life Policies

Assignment of Housing or Rooms

Room assignments are made only by the Coordinator of Residence and Student Life. Generally, room assignments are made on a first come, first served basis. ~~All final decisions about room assignments will be made with input from coaches or other interested parties.~~ Students are not guaranteed roommate assignments based on their preferences on the Housing Contract. The Coordinator of Residence and Student Life will not make room assignments based on race, religion, nationality or sexual orientation of those assigned to the same room. The college reserves the right to assign or reassign rooms in order to attain optimum occupancy or to accommodate the occupants.

Single Rooms

Single rooms are available when space allows and are awarded on a first-come, first-served basis. Sophomores are given priority in single room selection, and then freshmen, who submit a housing contract, are considered by the date the contract was received. There is an additional charge for single rooms. See the ~~2010-2011~~[2011-2012](#) NCCC Housing Contract for details.

Default

Students must be current in their residence hall and tuition/fee payments. A student may be asked to move out of the residence hall if:

1. Any payment due under this contract is thirty (30) days past due (food service may also be terminated if the default is not cured within five (5) working days after written notice of default);
or
2. The student is no longer enrolled at NCCC or has dropped out of all classes at NCCC, in which event NCCC may, at its option, require the student to vacate the premises. The student will not be permitted to return to college housing or enroll at NCCC until delinquent obligations under this contract are paid in full or satisfactory payment arrangements are made in writing.
- 3. Any student who falls below fulltime status at the college may be required to vacate housing.**

Check-in Procedures

Upon moving into the residence hall, students will be checked in by a residence hall staff member. A "Room Condition" form will be completed for each resident. Also at the time of check-in, all students must provide the appropriate paperwork (health form and vaccination forms) and register their vehicle.

Room Changes

Students wishing to change rooms or roommates must complete a "Room Change Request Form." This form is available from the Bideau Security Office. When changing rooms, you must check-out of your original room and check in to your new room with residence hall staff. Making an unauthorized room change may result in a **\$50** improper check-out fee.

Consolidation Policy

It is expected that every student have a roommate unless they choose to pay the single room rate. A brief consolidation period will be determined for each new semester in which students will be required to consolidate or pay the cost of a single room if consolidation is possible. The

Coordinator of Residence and Student Life has the authority to reassign rooms and roommates to consolidate rooms in the best interest of the residence community and the college.

Check out Procedures

When students check out of their room, the room should be cleaned to the satisfaction of the housing staff. The original "Room Condition" form will be used to officially check out of the dorms. This form will be completed by the housing staff at the time of check out with the student.

If the keys are not returned, the student will also be charged for keys besides the improper check-out charge. The steps for checking out of your room:

1. Notify the Bideau Security Office in advance when you will be leaving and need to be checked out of your room.
2. Clean your room completely: remove all trash, sweep, and mop the floor if needed, dust, and put furniture in its original position.
3. Remove all personal belongings.
4. A Residence Life staff member will check you out with your "Room Condition" form to assess any damages in the room.
5. You will turn in your keys to the staff member.
6. A final walk through will be done by the Residence Life Staff after the residence halls have closed for the academic year. **Final charges for students will be determined by the staff during a final walk through of the halls. Failure to check out of the residence halls with Residence Life staff will result in a \$50 fine.**
7. **Residents will check out of the halls a maximum of FOUR (4) hours after their last final.**

Storage

Storage of room furniture is not permitted in Student Housing. Students who leave Student Housing must remove all belongings. Failure to remove all items from Student Housing may result in a fine and/or disposal of items left behind. International students may seek special permission by contacting the Coordinator of Residence and Student Life.

Personal Property Liability

Neosho County Community College assumes no responsibility for students' or guests' personal belongings. Many homeowners' insurance policies cover a student's belongings while at college. Students are encouraged to investigate this matter to assure proper coverage for valuables. The College will make every effort to insure the safety of students' property, but it should be understood that the College is not in any way liable for the loss, theft, or damage to property belonging to any resident or guest. Students are strongly encouraged to purchase personal property insurance.

Damage to Rooms & Common Areas

Roommates will share equally any damages charged to their room unless one of the roommates assumes the responsibility. When multiple residents occupy the same room or living area, and the College cannot ascertain responsibility for damage or loss in the room, costs shall be divided equally among the residents of the room. If damage occurs in a common area of college housing and the person responsible for the damage can not be identified, the residents of the entire floor (or in the case of the lobby, the entire hall) will be assessed for the cost of repairing the damage.

Room Cleanliness

Residents are expected to keep their room clean and sanitary. Vacuum cleaners, as well as cleaning supplies, are available for check out in the Bideau Security Office in Bideau Hall. In order to check them out, students must leave their student ID in the security office.

Room Inspections

The College respects the privacy of each resident. However, the college reserves the right to enter and inspect student rooms for purposes of maintenance and repair, regularly scheduled room checks, whenever it appears College property may be damaged, or when it appears that College policy is being violated. Residence life staff will inspect all rooms at the end of each semester and prior to breaks. Residents are to have their room clean upon inspection. If upon entry a violation is visible (i.e.: lounge furniture, alcohol, etc) it will be handled through the disciplinary process. Prohibited items may be confiscated to promote safety and compliance with campus policy.

Television/Stereos

The use of televisions, stereos and other audio equipment must not disturb other residents. If they are played too loudly, as judged by the residence life staff, the offender may be required to remove the item from student housing. Failure to remove a stereo, radio, television, etc. when notified by the residence life staff may result in removal and storage by the College until it is convenient for the owner to take it home and/or fines are paid.

Trash

Residents are expected to take their trash to the trash compactor located east of Neo Kan residence hall. Failure to comply with this policy will result in disciplinary action.

Vacation/Breaks

Residence halls are closed during Thanksgiving and Spring breaks. There is no food service available during breaks. Detailed information on break periods is provided in the college calendar in the front of this Handbook. Information on registration deadlines for break housing will be posted prior to the beginning of each break period. Failure to vacate the residence hall at the designated break closing time will result in a monetary fine. Students may be asked to move to another building during breaks. Failure to register to remain over a break by the stated deadline may result in a \$50 monetary charge to the student account or denial due to lack of space or staffing.

Residence Hall Expense Listing for Repair and Replacement

The following is a list of items and the approximate cost for repair and replacement and may be changed due to severity of the damage.

Doors	
Room Door Replacement \$250.00	Door Lock \$150.00
Refinish Room Door Interior \$75.00	Striker Plate \$20.00
Refinish Room Door Exterior \$75.00	Peephole \$20.00
Windows	

Window Pane \$100.00	Window Sill \$50.00
Window seal \$50.00	Window Screen \$50.00
Window Blinds \$65.00	
Walls	
Repainting of Walls \$100.00	Towel Rack \$25.00
Holes in Wall \$100.00	Painting Ceiling \$100.00
Repairing Ceiling Tiles \$10.00	
Floor Other	
Title Floor Replacement \$10.00/sq. ft	Closet Rod \$20.00
Carpet Damage \$100.00	Sink Damage \$200.00
Cove Base \$10.00	Sink Light and Cover \$50.00
Sink Cabinet up to \$300.00	
Residence Life Furniture	
Desk Damage up to \$250.00	Plug Outlet/Cover \$10.00
Desk Drawer Repair \$25.00	Light Switches/Cover \$10.00
Desk Chair Broken \$105.00	Ceiling Light and Cover \$50.00
Chest of Drawers Missing \$350.00	Mirror Damage up to \$100.00
Missing/Damaged Drawers \$50.00	Heat Detector Damage \$100.00
Mattress \$125.00	Smoke Det. Damage \$250.00
Trash can missing \$20.00	Phone Jack Damage \$35.00
Door # Plates \$20.00	A/C Unit Damage \$800.00
HVAC Outlet \$40.00	General Cleaning \$100.00
Toilet Seat \$50.00	Shower Damage up to \$200.00
Moving Common area furniture \$50.00	

Keys

Each resident is issued one key to his/her room. Lost keys should be reported to hall staff immediately. ~~Replacement keys are \$25.~~ Should a student request a lock change for any reason, the charge for the change will be \$50. If a student loses his/her keys, an automatic \$25 fee will be assessed to the student's account for leasing out another key. ~~If their key is found, the fee will be removed. If the lost key is not found, the fee remains and a new key will be made.~~ When students are locked out of their room, they may call a residence life staff member or security to open their door. Each student is permitted to have two "free" lock outs per year. A \$5 fee will be assessed to open the room after the second lockout. It is against the law to duplicate a key. Possession of an unauthorized room key may result in a fine and disciplinary action.

Building Entry

Entering or exiting through windows is prohibited. Residents and guests are to enter and exit through the main front entrances only. Bideau Hall entrance remains locked at all times. The student ID card for Bideau will allow entry for those who live in Bideau Hall.

Common Areas

Students are expected to treat common areas respectfully. Lobby and lounge furniture **may not** be removed from its original location. Furniture located in common areas is for the use of all residents. Lobby furniture discovered in a resident's room will result in a fine for the residents of the room. Our custodial staff works hard to maintain a clean, healthy environment in the residence halls. Students should appreciate and respect the responsibilities of custodial staff.

Decorations

Residents are encouraged to decorate their rooms to make it home with a few restrictions. No nails, hooks, or screws may be used. Posters may be hung, but tape marks shall result in damage charges. Murals and contact paper are prohibited. Approved materials may be picked up in the main lobby office of Bideau Hall.

Electrical Appliances

U.L. approved appliances with fully enclosed heating elements and/or electrical wiring are permitted. **Hot plates, halogen lamps, open coil appliances, electric space heaters, and appliances that could “melt down” if left unattended constitute a fire hazard and are prohibited.** Use of electrical extension cords, multiple socket plugs, running cords under carpeting and direct splicing in the electrical outlet **is prohibited.** Small electrical appliances such as popcorn poppers, toasters, and Foreman grills **are prohibited.** The use of U.L. approved surge protection strips is required. [Small Microwaves 500 watts or less](#) and refrigerators ~~3 cubic feet or less~~ are allowed in the Student Housing. [The college reserves the right to control total amperage used in each room.](#)

Emergency Procedures

In case of an emergency, notify residence life staff or call “911.”

Fire

If you find fire in any of the residence halls you should:

1. Pull the closest fire alarm.
2. Call “911.”
3. Locate a Coordinator or Security, if possible.
4. Fire extinguishers are provided in each hallway.
5. Evacuate the building. Those students that live at the end of the hall up to the study areas on each wing will evacuate from the building using the side fire escape doors. All other students must quickly move to the front entrance.

Fire Drills

A fire drill is conducted at least once per semester and provides an opportunity for residents and staff to practice evacuating the building and to understand the importance of personal safety in the event of an emergency. All persons in the building must participate in the fire drill and evacuate the building. Residents who do not comply with this regulation are subject to disciplinary action and fines. Residents shall consider any fire alarm real and evacuate the building immediately.

Tornado

Tornado Watch: Conditions are favorable for tornados or severe weather. Tornado Warning: A tornado has been sighted nearby and you should go at once to the designated area in your building. The city sirens will usually sound, but if you see or hear a tornado, do not wait for the warning siren. Go to your shelter area if there is time. If not, kneel on the floor and place your hands over your head to protect yourself.

Shelter areas:

Bideau Hall – first floor hallways of each wing
Neo-Kan – first floor hallways of each wing

Residents are responsible for ensuring that their guests are aware of emergency procedures. Failure to take shelter during a tornado warning will result in disciplinary action.

Residence Hall Rules and Discipline

Conduct of Residents

Students who reside within the residence hall system are under contractual obligation to abide by the rules and regulations governing residence hall living, as well as by the NCCC catalog and all other College rules and regulations governing the conduct of students. The Coordinator of Residence and Student Life may institute penalties such as cancellation of contract, removal from residence hall system, moving within the same or to a different hall, imposing a behavior contract, restitution, or other appropriate penalties. The student may appeal the decision of the Coordinator to the Chief Student Affairs Officer. For further information on the appeal process refer to the Student Code of Conduct in this handbook.

The Residence Life section of this handbook is meant to be a guide for students in college housing, and these regulations are designed to protect the rights of individual privacy, and both personal and college property. **Students need to be mindful that multiple disciplinary violations will have an accumulative effect.** The administration reserves the right to make exceptions to the written discipline procedures if deemed necessary.

Unlawful Possession or Use of Controlled Drugs and Alcohol

Alcoholic beverages, including 3.2 beer and illegal drugs, are not allowed on college grounds or in college buildings, including residence halls, or campus parking lots **REGARDLESS OF THE PERSON'S AGE**. Possession of alcoholic beverages on college property and in areas designated, as college housing is a violation of college, city and state regulations. Persons possessing illegal drugs will be referred to the appropriate law enforcement agency and may be dismissed immediately from college housing and from the college.

Possession or Consumption of Any and All Alcoholic Beverages in College Housing

Violations:

First Occurrence: Written Notice, \$50 fine, 10 hours of community service, and completion of an alcohol education course. Police may be notified.

Second Occurrence: Written Notice, \$100 Fine, 3 substance abuse counseling sessions. Police may be notified.

Third Occurrence: Dismissal from college housing.

Cans/Bottle Collections

For health and sanitation reasons, collections of cans or bottles in a student's room is prohibited. **The presence of empty alcohol containers will be considered an alcohol policy violation.**

Bicycles/Motorcycles/Scooters/Skateboards/Sports

Bicycles may not be stored in residents' rooms. Racks are provided in several locations across campus. Street legal motor vehicles may not be driven on college sidewalks or grounds. There is no playing of sports in the hallway which includes tennis, Frisbee, football, or any type of nerf balls. No rollerblades, skateboards or scooters are to be used or operated in the residence halls.

Burning of Candles, Incense, or any open flame or coiled appliance

Open flames in the residence halls are prohibited. This includes candles and incense. Furthermore, any other item that requires the use of an open flame for igniting purposes is also prohibited.

Violations:

First occurrence: Written Notice and \$50.00 Fine, 10 Hours Community Service

Second Occurrence: Written Notice, \$100.00 Fine, 20 Hours Community Service with Disciplinary Probation.

Third occurrence: Dismissal from college housing.

Littering/Throwing Objects

Littering or throwing objects from windows is prohibited.

Violations:

First occurrence: Written Notice and \$50.00 Fine, 10 Hours Community Service

Second Occurrence: Written Notice, \$100.00 Fine, 20 Hours Community Service with Disciplinary Probation.

Third occurrence: Dismissal from college housing.

Overnight Guests

Overnight guest will be allowed ~~on Friday and Saturday~~. All overnight guest forms **must be approved 24 hours in advance and turned in by Thursday at 5:00 p.m. by the Coordinator. Roommate(s) consent is required. Guests must leave their ID in the Residential Life office. It will be returned upon check out the following morning. Guests are allowed for **no more than** two consecutive nights. The Coordinator of Residence of Student Life may grant exceptions to this policy. Residents are responsible for their guest's behavior and any room charges incurred or damages caused by their guest. All resident and non-resident students of NCCC are under the jurisdiction of NCCC housing policies while near or in the residence halls. Non-students who are guilty of rule infractions will lose visiting privileges. Residents are responsible for the conduct of their guests.**

Violations:

First Occurrence: Written Notice and \$25.00 Fine

Second Occurrence: Written Notice, \$50.00 Fine, 5 Hours Community Service, suspension of visitation, and Disciplinary Probation

Third Occurrence: Dismissal from college housing

Painting

Painting of residence hall rooms is prohibited. Fines will be assessed for the repainting of the walls.

Under the influence, Possession or Use of Any Illegal Drugs/Drug Paraphernalia ~~in~~ College Housing

Violations:

First Occurrence: Written Notice, \$50.00 fine, 20 hours of community service, and Disciplinary Probation. (Possible dismissal from college housing and college depending on the severity of the act.) **Police may be notified.**

Second Occurrence: Dismissal from college housing. **Police may be notified.**

Pets

Fish are the only pets allowed in student housing. All other animals (except service animals for the disabled) are prohibited.

Violations:

First occurrence: Written Notice and \$25.00 Fine, 5 Hours Community Service.

Second Occurrence: Written Notice, \$50.00 Fine, 10 Hours Community Service with Disciplinary Probation.

Third occurrence: Dismissal from college housing.

Physical Assault ~~in~~ College Housing

Violations:

First Occurrence: Written Notice, \$100.00 fine, 20 hours of community service with Disciplinary Probation, and possible dismissal from college housing depending on the severity of the act. **Police may be notified.**

Second Occurrence: Dismissal from college housing. **Police may be notified.**

Possession of Firearms in College Housing Explosives

Explosives endanger the entire community and are under no circumstances allowed on campus. Possession of explosives or any explosive device on campus ~~is grounds for~~ may result in immediate dismissal from college housing and the college.

Violations:

First occurrence: Written notice, \$100.00 fine, 20 hours community service and Disciplinary Probation. Possible dismissal from housing depends on the severity of the act.

Second occurrence: Dismissal from college housing.

Firearms

Resident students and guests are not allowed to bring firearms ~~into college housing~~ onto college property. Keeping hunting weapons in college housing or on campus is not allowed.

Violations:

First occurrence: Written notice, \$100.00 fine, 20 hours community service and Disciplinary Probation. Possible dismissal from housing depends on the severity of the act.

Second occurrence: Dismissal from college housing.

Fireworks

Resident students and guests are not allowed to bring fireworks into college housing.

Violations:

First occurrence: Written notice, \$100.00 fine, 20 hours community service and Disciplinary Probation. Possible dismissal from housing depends on the severity of the act.

In addition, Residents will pay for any damages caused by exploding fireworks.

Second occurrence - Dismissal from college housing and residents will pay for damages.

Propping Doors

Propping entrance/exit doors open in Student Housing presents a security risk for all residents and is prohibited.

Violations:

First occurrence: Written Notice and \$100.00 Fine, 10 Hours Community Service

Second Occurrence: Written Notice, \$200.00 Fine, 20 Hours Community Service with Disciplinary Probation.

Third occurrence: Dismissal from college housing.

Quiet Hours

All floors shall have quiet hours from midnight to 10:00 a.m. each day. The respect of others and their need for quiet and the need to sleep or study is the number one rule in the halls. Any noise that is able to be heard at least one door down will be deemed excessive. **During final exam periods quiet hours are 24 hours.** Hours are subject to change based on student behavior. Student who infringe on the rights of others to sleep and study will be referred to the Coordinator of Residence Life or the Dean of Student Development. The staff may confiscate audio equipment if students are consistently loud.

Violations:

First occurrence: Written Notice and \$25.00 Fine

Second Occurrence: Written Notice, \$50.00 Fine, 5 Hours Community Service

Third occurrence: ,\$100.00 fine, suspension of visitation privileges and Disciplinary Probation

Fourth occurrence: Confiscation of sound equipment and Dismissal from college housing.

Room Cleanliness/Room Inspections

Residents are expected to keep their room clean and sanitary. The College respects the privacy of each resident, but reserves the right to enter and inspect student rooms for purposes of maintenance and repair, regularly scheduled room checks, whenever it appears College property may be damaged, or when it appears that College policy is being violated. Residence life staff will inspect all rooms at the end of each semester and prior to breaks. Residents are to have their room clean upon inspection. If upon entry a violation is visible (i.e.: lounge furniture, alcohol, etc) it will be handled through the disciplinary process. Prohibited items may be confiscated to promote safety and compliance with campus policy.

Violations:

First Occurrence: Written Notice and/or ~~\$2550.00~~ Fine

Second Occurrence: Written Notice, ~~\$50400.00~~ Fine, 10 Hours Community Service, suspension of visitation and Disciplinary Probation.

Third Occurrence: , \$100.00 fine,- suspension of visitation privileges and Disciplinary Probation.

Fourth~~Third~~ Occurrence: Dismissal from college housing

Sexual Offense or Assault

Any student that is sexually assaulted should notify a Residence Life Staff member, the Chief Student Affairs Officer, Chief Academic Officer, security, or the police or sheriff's department regardless of whether or not the student intends to press charges. A victim's physical and emotional well-being is of paramount concern to NCCC. **Appropriate law enforcement agency may be notified.**

Violations:

First Occurrence: Disciplinary probation or dismissal from college housing depending on the severity of the act.

Second Occurrence: Dismissal from college housing

Tobacco Free Facilities

All residential facilities are Tobacco free. Tobacco is prohibited in all college facilities. Tobacco inside the resident halls is prohibited and any violation will result in a monetary fine.

Violations:

Violations

First Occurrence: Fine of \$5

Second Occurrence: Fine of \$25 and 10 hours community service

Third Occurrence: Fine of \$50, 20 hours community service, and disciplinary probation

Fourth Occurrence: Possible College Suspension, Separation of the student from the College for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified.

~~First occurrence: Written Notice and \$100.00 Fine, 10 Hours Community Service~~

~~Second Occurrence: Written Notice, \$200.00 Fine, 20 Hours Community Service with~~

~~Disciplinary Probation with the Dean of Student Development.~~

~~Third occurrence: Dismissal from college housing.~~

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Theft

Neosho County Community College is not responsible for any theft which may occur. You should contact the Coordinator of Residence and Student Life and/or security if you discover the theft of your personal property. Police may be notified.

Violations:

First Occurrence: Written Notice, \$50.00 fine, 20 hours of community service with Disciplinary Probation with the Dean of Student Development and possible dismissal from college housing depending on the severity of the act. **Police may be notified.**

Second Occurrence: Dismissal from college housing. **Police may be notified.**

Tornadoes/Severe Weather:

Residents are responsible for ensuring that their guests are aware of emergency procedures. Failure to take shelter during a tornado warning will result in disciplinary action.

Violations:

First Occurrence: Written Notice and \$50.00 Fine

Second Occurrence: Written Notice, \$100.00 Fine, 10 Hours Community Service, suspension of visitation and Disciplinary Probation.

Third Occurrence: Dismissal from college housing

Vandalism in College Housing

Violations:

First occurrence: Written Notice and \$100.00 fine, 10 hours of community service.
Possible Disciplinary probation and dismissal from housing, depending on severity of the act.

Student will pay for damages. Legal charges may be filed depending upon the nature and circumstances.

Second Occurrence: Written Notice, \$250.00 Fine, 20 Hours Community Service with disciplinary probation with the Dean of Student Development and dismissal from housing depending on severity of the act. **Students will pay for damages. Legal action may be taken.**

Third occurrence: Dismissal from college housing. **Students will pay for damages. Legal action may be taken.**

Visitation in College Housing

Visitation hours are:

10:00 a.m. until 12:00 a.m. (midnight) Sunday through Thursday

10:00 a.m. until 1:00 a.m. Friday and Saturday

All guests must sign in and leave a form of ID upon check-in. (ID's to include driver license or school ID). ID will be returned upon check out. **Guests will not be allowed entrance without proper ID** All guests must be accompanied by a resident. If a guest is found to be unescorted, he/she will be asked to leave. All guests are required to be at least 18 years of age. Anyone under the age of 18 must be accompanied by an adult or legal guardian (proof of guardianship must be provided). Residents are responsible for the conduct of their guests.

Violations:

First Occurrence: Written Notice and \$25.00 Fine

Second Occurrence: Written Notice, \$50.00 Fine, 5 Hours Community Service, suspension of visitation, and Disciplinary Probation

Third Occurrence: Dismissal from college housing

Fire Drills

All persons in the building must participate in the fire drill and evacuate the building. Residents who do not comply with this regulation are subject to disciplinary action and fines. Residents shall consider any fire alarm real and evacuate the building immediately. Failure to evacuate the residence halls during a fire alarm will result in disciplinary action.

Violations:

First Occurrence: Written Notice and \$50.00 Fine

Second Occurrence: Written Notice, \$100.00 Fine, 10 Hours Community Service, suspension of visitation and Disciplinary Probation.

Third Occurrence: Dismissal from college housing

Setting Off False Fire Alarms in College Housing

Violations:

First occurrence – Written Notice, \$250.00 fine and 20 hours of community hours, and placed on Disciplinary Probation . **Police may be notified and legal action taken.**

Second occurrence - **Police may be notified and legal action taken.** Dismissal from housing and college.

Fire Codes

In accordance with state and local fire codes, combustible materials such as large sheets of paper or fish nets are not allowed to be draped on the walls or from the ceiling. Any floor covering other than small throw rugs must be approved by the Coordinator of Residence and Student Life before being placed in a room. Placement of posters on the walls, ceiling, or closet doors is prohibited if attachment causes damages to paint or wood surfaces. Residents will be charged the cost of restoring surface finishes damaged by posters. Combustible materials such as gasoline, fireworks, ammunition, and explosives are expressly prohibited in college housing. **No open flame items may be used.** The residence hall is equipped with fire doors which may held open only by the existing magnetic devices and must at no time be held open with any other blocking apparatus. The hall doors leading directly to the outside are to be used only as emergency exists and are not to be blocked open at any time.

Fire/Security Equipment

In compliance with State regulations, fire extinguishers and fire alarm equipment are installed in all buildings. A usable fire extinguisher can be used to put out small fires. Misuse of fire or security equipment, theft, damage or making equipment inoperative for immediate use is considered a breach of State and college regulations and may result in a \$250 fine, and or damage charges, suspension from the college, dismissal from college housing and criminal charges being brought against the guilty party or parties.

Disrespect of College Personnel

College personnel are here to assist you and to ensure your safety and security in the residence halls and/or on campus. Disrespect of these members will not be tolerated and is subject to disciplinary action.

Violations:

First occurrence: Written Notice and \$50.00 Fine, 15 Hours Community Service.

Second Occurrence: Written Notice, \$100.00 Fine, 30 Hours Community Service with Disciplinary Probation .

Third occurrence: Dismissal from college housing.

Disorderly Conduct

Behavior or actions which impinge on the rights well-being of ~~other residents-students~~ or guests will not be tolerated. Violations will result in disciplinary action.

Violations:

First occurrence: Written Notice and \$50.00 Fine, 15 Hours Community Service.

Second Occurrence: Written Notice, \$100.00 Fine, 30 Hours Community Service with Disciplinary Probation.

Third occurrence: Dismissal from college housing.

Final Note

This handbook is meant to be a guide for students in college housing, on college property and these regulations are designed to protect the rights of individual privacy and to protect both personal and college property. The administration reserves the right to make exceptions to the written discipline procedures if deemed necessary. Students may grieve policies they feel unfair by utilizing the Student Grievance Procedure outlined in this handbook. The list of housing penalties is not meant to be all inclusive. **Action may be taken even though an infraction is not written in the policies.**

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Agenda Item VIII-L: Softball Field Relocation Engineering Design Contract

Neosho County Community College (College) continues to make good progress on the implementation of the Capital Improvement Plan (CIP), thereby reducing the deferred maintenance backlog. In conjunction with that effort, the college has been working on implementation of the Facilities Master Plan (FMP). Both the CIP and FMP include a project for the relocation and renovation of the existing softball field on the Chanute campus.

Before the proposed softball field relocation can take place engineering plans must first be developed along with detailed construction documents to allow the college to proceed. This contract allows for that engineering to take place. The proposed relocation engineering design project will include designs and plans for the relocation of the existing softball field from the east side of campus to the northwest corner of campus. This relocation is included in the first phase of the FMP, and will allow for the later construction of a detention pond to handle storm water runoff for that side of campus. The current proposed softball field design includes plans for two dugouts, two storage facilities and a combined concessions/restroom facilities. The restroom facilities will be available for public use.

In addition, the deliverables for this project will include topographic survey of the proposed site, design development meetings with the college's design team, a storm water pollution prevention plan in conjunction with city requirements for erosion control, NOI/land disturbance permit, architectural construction documents, and site permit documents including:

- A topographic/demolition drawing;
- A layout and dimensioning drawing;
- A site grading and drainage drawing (includes under drain storm water routing);
- A site utilities drawing to include specifics for storm sewer and sanitary sewer (all other utilities will be illustrated for general routing purposes only);
- A landscape drawing;
- An irrigation plan drawing;
- An erosion control plan;
- A softball field lighting plan with general electrical routing information;
- A site details drawing;
- Additional prints of the site permit construction drawing set for the college or our selected general contractor to submit for building permit; and,
- Revisions addressing one (1) set of City of Chanute Planning & Developmental Services Department review comments and resubmission of all the drawings.

The administration has been working on an engineering contract for the relocation and construction project with Bartlett and West, the same firm that performed the engineering for the Facility Master Plan in 2008. Using the same engineering firm will allow the college to save on design and engineering budget costs. The engineers are ready to move ahead the design and engineering process for the project. It would be the college's intent to have the engineering completed and plans in place to complete the softball field relocation project during the next fiscal year, depending upon availability of funding. This contract obligates the Board of Trustees to engage Bartlett & West of Lawrence, KS as the engineering firm for this project. A copy of

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the contract is attached (RE: the Proposal for Softball Field Improvements at NCCC Chanute Main Campus Proposal No. 876.LD).

Funding for the project would come from general fund. It was the President's recommendation that the Board approve the Proposal for Softball Field Improvements at NCCC Chanute Main Campus Proposal No. 876.LD as specified for \$49,500.00 and reimbursable expenses up to \$5,000 with Bartlett & West of Lawrence, Kansas.

Resolution 2011-34

RESOLVED, that the Board of Trustees of Neosho County Community College approves the Proposal for Softball Field Improvements at NCCC Chanute Main Campus Proposal No. 876.LD as specified for \$49,500.00 and reimbursable expenses up to \$5,000 with Bartlett & West of Lawrence, Kansas.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.



March 16, 2011

Neosho County Community College
Ben Smith
Dean of Facilities and Management
800 W. 14th Street
Chanute, KS 66720

RE: Proposal for Softball Field Improvements at NCCC Chanute Main Campus
Proposal No. 876.LD

Dear Ben:

Bartlett & West looks forward to assisting you with the Softball Field Improvements at the Neosho County Community College main campus in Chanute, KS. Every project presents its own unique design challenges and Bartlett & West is excited about the opportunity to work with you to bring your project to reality. Our commitment to work with you to achieve this goal is enhanced by our ability to offer you a host of professional services under one roof: surveying, civil engineering and landscape architecture. Bartlett & West has the resources available to commit dedicated design professionals to all of the necessary requirements for your project.

Based on our initial conversations with you and our previous involvement with the Facilities Master Plan (FMP) completed in 2008, we feel we have a thorough understanding of the future design considerations that will impact the implementation of this plan. Our familiarity with the NCCC Chanute campus, as well as our experience in athletic field design, will give us a solid foundation to develop a successful project that we're confident will suit your future needs. We offer the following scope of services to assist you in completing your project:

SCOPE OF WORK

Task 1 – Site Topographic Surveying

Bartlett & West will provide:

- A topographical survey of your property (as noted on the attached sketch) together with an area 25', more or less, on adjacent areas to said property to establish grades and utility locations
- A CAD file base map that will be used for preliminary and final design

The following items are specifically excluded from the base scope of work described in Task 1:

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- Please note that for certification of ownership, easements and encumbrances, the client must supply Bartlett & West a current O&E Report or Title Commitment prepared and acknowledged by a proper authority
- Collecting boundary information, setting, resetting, and verifying lot corner monuments and certifying their existence and location, as well as verifying road rights-of-way widths and all easements encumbering or benefiting the subject property

Task 2 – Design Development

Bartlett & West will provide:

- One (1) project kick off meeting involving appropriate NCCC personnel to gather input for the softball field design parameters
- A general assessment of the existing design challenges for NCCC that will guide and assist the design of future phases of FMP document in conjunction with the softball field
- One (1) progress meeting with NCCC to review the proposed design and progress of the softball field at design development stages. It is anticipated that these meetings will coincide with a 50% completion review. It is anticipated that this meeting will occur at the NCCC Chanute campus to allow for site visits and field comparisons of the plans in progress.
- A preliminary probability of costs plan. This includes construction cost estimating and maintenance considerations.
- A review of the potential issues involved with remediating drainage concerns in certain areas of the site and how the proposed softball field will impact any of those possible solutions
- Investigate potential solutions to add site amenities and appropriate landscaping
- A general timeline and potential implementation schedule for bidding and construction moving forward

Task 3 – Stormwater Pollution Prevention Plan (SWPPP)

Bartlett & West will provide:

- A Stormwater Pollution Prevention Plan (SWPPP) in conjunction with city requirements for erosion control as necessary for the property

Task 4 – NOI (Notice of Intent)/Land Disturbance Permit

Bartlett & West will provide:

- The necessary paperwork and plan exhibits required for approval to move earth on your project. These documents will be submitted to KDHE (Kansas Department of Health & Environment) for review and approval.

Task 5 - Site Permit Construction Documents

Bartlett & West will provide:

- A topographic/demolition drawing

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- A layout and dimensioning drawing
- A site grading and drainage drawing (includes under drain storm water routing)
- A site utilities drawing to include specifics for storm sewer and sanitary sewer (all other utilities will be illustrated for general routing purposes only)
- A landscape drawing
- A irrigation plan drawing
- A erosion control plan
- A softball field lighting plan with general electrical routing information
- A site details drawing
- Additional prints of the site permit construction drawing set for you or your selected general contractor to submit for building permit
- Revisions addressing one (1) set of City of Chanute Planning & Developmental Services Department review comments and resubmit all the drawings

The following items are specifically excluded from the base scope of work described in Task 5:

- The handling of any building permit applications or other relevant paperwork
- Attendance at any other meetings with staff members from the city reviewing officials, weekly progress meetings or any other unforeseen meetings and associated travel expenses
- Any special construction detailing for non-typical design items or plan elevation drawings
- Project specifications in text format
- Any necessary plan and profile drawings for utilities or Public Improvement Plans
- Any neighborhood meetings
- Multiple (2 or more) plan reviews or revisions and address city review comments
- Compiling of any site plan performance agreements, easement documentation, etc.
- Any detailed or structural retaining wall drawings
- Any site signage or detailing
- NPDES Permit and applicable paperwork (assumed to be completed by the contractor)
- Any landscape lighting
- Full time construction observation services, construction logs, product testing, etc.
- Attendance at regular construction meetings

Task 6 - Architectural Construction Documents

Bartlett & West will provide:

- Coordination with an architect to provide design drawings for Two (2) Dugouts approximately 10' x 50', Two (2) Storage Facilities approximately 10' x 10', and One (1) combined Concessions/Restroom Facility

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Our proposed lump sum fee schedule for the scope of work outlined above (Tasks 1-6) is as follows:

FEE SCHEDULE

Task 1 – Site Topographic Surveying \$5,000.00
Task 2 – Design Development \$4,875.00
Task 3 – Stormwater Pollution Prevention Plan (SWPPP) \$950.00
Task 4 – NOI (Notice of Intent)/Land Disturbance Permit \$2,000.00
Task 5 – Site Permit Construction Documents \$26,175.00
Task 6 – Architectural Construction Documents \$10,500.00
TOTAL \$49,500.00

Reimbursable expenses are not included in the above fees, and will be billed separately up to \$5,000.

Note: The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

Additional Services

In addition to the items stated above, Bartlett & West will provide any additional services or coordination not defined in the above scope of work at our standard hourly fee schedule or for lump sum fees to be determined at the time of request. Such services may include, but are not limited to: exterior or interior fence design and detailing, geotechnical information, storm water drainage analysis or maps, stormwater detention pond design or analysis, weekly progress meetings, structural engineering, traffic engineering studies and analysis, site parking lot lighting, photometric plans, preliminary plats, topographic or ALTA surveys, lots splits, mechanical/electrical engineering, civil construction documents, rezoning, sign or any other variance applications, public street or utility improvement plans, construction observation, construction staking, and on-site inspection services, etc.

A copy of our Standard Provisions of Agreement for Professional Services is attached to this letter and shall apply to the work of this agreement. Please call should you have any questions regarding this proposal. The tasks and fees outlined in this contract proposal are valid for 90 days. We appreciate the opportunity to offer our professional services to you and look forward to working with you on this exciting new project for Neosho County Community College.

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Enclosure

Accepted By:

Date:

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STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

The Client and Bartlett & West, Inc. (referred to as the Consultant), agree that the following provisions shall be part of their agreement.

1. The Client shall designate an individual with authority to act on behalf of the Client as to all aspects of the project, shall examine and respond promptly to submissions from the Consultant, shall give prompt written notice to the Consultant if the Client becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in connection with the project.

2. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

3. All agreements on the Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

4. In the event that any changes are made in the work to be performed hereunder, by the Client or persons other than the Consultant, and which affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given the Consultant prior notice and has received from the Consultant written consent for such changes.

5. The Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by the Consultant.

6. All reports, plans, specifications, computer files, tracings, survey notes, and other original documents are instruments of service and shall remain the property of the Consultant.

7. Any opinion as to anticipated construction costs prepared by the Consultant represents a judgment as a design professional and is supplied for the general guidance of the Client. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the Client.

8. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by the Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. The Consultant does not assume responsibility for the safety of persons or property on or about the project site.

9. The Consultant shall make periodic visits to the project site to observe the progress and quality of the executed work and to generally review whether the work is proceeding in accordance with plans and specifications. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work and does not assume responsibility for construction techniques, procedures, sequences and schedules or for the conduct, action, errors or omissions of any construction contractor, subcontractor, or material supplier, their agents or employees.

10. By separate attachment executed by both the Client and the Consultant, the Consultant may provide resident project representation under the Consultant's supervision that will be paid for by the Client as indicated in such separate agreement and that will be intended to give the Client further assurance with regard to the finished work but will not involve the Consultant in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to the Client any guarantee by the Consultant of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

11. In the performance of its professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar conditions in similar localities. **THIS AGREEMENT IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF FITNESS OR AS TO A SPECIFIC RESULT.**

12. Causes of action against the Consultant pertaining to acts or failure to act shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, no later than the date of substantial

completion of the project. In no event shall any statute of limitations commence to run any later than the date when the Consultant's services are substantially completed and any cause of action against the Consultant arising from or pertaining to this agreement must be initiated no later than two (2) years after the date when the Consultant's services are substantially completed.

13. In no event shall the Consultant be liable for consequential damages, including lost profits, loss of investment or other incidental damages.

14. Unless stated otherwise in the agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. In the event Client fails to pay the Consultant within ninety (90) days after invoices are rendered, then Client agrees that the Consultant shall have the right to consider such failure as a total breach of this agreement and the duties of the Consultant under this agreement may be terminated at the election of the Consultant upon five (5) days written notice. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

15. Compensation payable to the Consultant pursuant to this agreement shall be in addition to taxes that may be assessed against the Consultant by any state or political subdivision directly on services performed or payments for services performed by the Consultant. Such taxes that the Consultant may be required to collect or pay shall be added by the Consultant to invoices submitted to the Client pursuant to this agreement.

16. In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned, or terminated, the Client shall pay the Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

17. This agreement may be terminated by either Client or the Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement. Client expressly agrees to hold the Consultant harmless from any liability arising out of the Consultant's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this agreement. In the event of termination of this agreement, Client shall then promptly pay the Consultant for all of the fees, charges and services performed by the Consultant in accordance with the compensation arrangements under this agreement or on an agreed hourly basis. If the Consultant files suit for breach of contract, all attorney fees, court costs, and other related costs will be paid by the Client if a Court finds the Client has breached its contract with the Consultant.

18. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

19. Neither the Client nor the Consultant shall assign its interest in this agreement without the written consent of the other. Services provided within this agreement are for the exclusive use of the Client.

20. Unless otherwise provided by specific agreement, the Consultant and the Consultant's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances at the project site.

21. To the extent any damage or claim is covered by property insurance during construction, the Client and the Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Client or the Consultant, as applicable, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

22. Any claim, dispute or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to the institution of arbitration or legal or equitable proceedings by either party. The mediator shall be jointly selected by the Client and the Consultant. If the parties are unable to agree, the Consultant shall present a list of three prospective mediators to the Client, who shall choose the mediator. In the event of failure on the part of the Client to do so within ten days of receipt of the list, the Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of the Client or the Consultant as selected by the mediator.

(Revised 08/08)

Amended Agenda Item VIII-M: Executive Session-Non-Elected Personnel

Upon a motion and a second the Board entered executive session for five minutes to discuss matters related to non-elected personnel which if discuss in open session might violate their right to privacy. The Board entered executive session at 7:00 p.m. The Board returned to open meeting at 7:05 p.m.

Amended Agenda Item VIII-N: Executive Session-Employer/Employee Negotiations

Upon a motion and a second the Board recessed to executive session for 20 minutes to discuss matters relating to employer-employee negotiations and included the President, Chief Financial Officer and College Attorney. The Board entered executive session at 7:05 p.m.

The Board returned to open meeting at 7:25 p.m.

Upon a motion and a second the Board returned to executive session for 15 minutes to continue discussions related to employer-employee negotiations and included the President, Chief Financial Officer and College Attorney. The Board returned to executive session at 7:26 p.m.

The Board returned to open meeting at 7:41 p.m.

Upon a motion and a second the Board returned to executive session for 20 minutes to continue discussions related to employer-employee negotiations and included the President, Chief Financial Officer and College Attorney. The Board returned to executive session at 7:41 p.m.

The Board returned to open meeting at 8:01 p.m.

Board of Trustees Meeting Minutes
April 14, 2011

Agenda Item IX-A: Adjournment

Upon a motion and a second the meeting adjourned at 8:02 p.m.

Respectfully submitted,

David Peter, Chair

Terri Dale, Clerk