#### NEOSHO COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES Minutes – May 10, 2012 5:30 P.M. Student Union, Room 209

#### I. Call to order

David Peter called the meeting to order at 5:30 p.m. in room 209 of the Student Union.

#### II. Roll call

The following members were present: Charles Boaz, Patricia Griffith, Lori Kiblinger, and David Peter.

Also attending were Amber Burdge, Claudia Christiansen, Marie Gardner, Jim Genandt, Denise Gilmore, Aaron Gurwell, Dr. Brian Inbody, Will Jordan, Jason Kegler, Brenda Krumm, Kent Pringle, Ben Smith, Sandi Solander, Nathan Stanley, and Brandon Taylor.

#### **III.** Public Comment

There were no speakers.

#### IV. Approval of the Agenda

On motion by Charles Boaz and second by Patricia Griffith the agenda was approved as printed.

#### V. Consent Agenda

On motion by Charles Boaz and second by Lori Kiblinger the following items were approved by consent:

- A. Minutes from April 12, 2012
- B. Claims for disbursement for April 2012
- C. Personnel
  - 1. Resignation Administrative Assistant to Student Support Services

It was the president's recommendation that the Board accept the resignation of Jeanie Bohler, Administrative Assistant to Student Support Services. Ms. Bohler's resignation was effective May 4, 2012.

2. Resignation – Assistant Women's Soccer Coach

It was the president's recommendation that the Board accept the resignation of Andrea Scott, Assistant Women's Soccer Coach. Ms. Scott's resignation will be effective May 12, 2012.

3. Resignation – Director of Admissions

It was the president's recommendation that the Board accept the resignation of Sarah Cadwallader, Director of Admissions, pending approval of her employment as Director of International Student Services. Ms. Cadwallader's resignation will be effective June 30, 2012.

#### 4. English Instructor, Ottawa Campus

It was the president's recommendation that the board approve the employment of Nancy Hindle as the English instructor on the Ottawa campus. Ms. Hindle holds a B.S. in technical communication, with a minor in mathematics, from New Mexico Institute of Mining and Technology, and a M.A. in writing from Southwest Missouri State University.

Ms. Hindle has been as an adjunct English instructor for NCCC since January 2011. Her prior work experience also includes typesetting supervisor, composition services manager and contract management consultant for Allen Press, Inc., adjunct English instructor for Metropolitan Community College, and online adjunct instructor for Ottawa University.

Ms. Hindle will be paid at the Masters level, step 4, beginning August 13, 2012. Her salary will be \$33,830.

#### 5. Psychology Instructor, Ottawa Campus

It was the president's recommendation that the board approve the employment of Tina Oelke as the psychology instructor on the Ottawa campus. Ms. Oelke holds a B.S.E. in English education from Emporia State University and a MEd in guidance and counseling from Bowie State University in Maryland.

Ms. Oelke has been as an adjunct instructor for NCCC since October 2010. Her prior work experience also includes guidance counselor for American School in Taichung, Taiwan, child and adolescent counselor for The Community Services Center, Taipei, Taiwan, middle school instructor for all subjects in Sierra Vista, Arizona, and middle school instructor for language arts in Fountain, Colorado.

Ms. Oelke will be paid at the Masters level, step 5, beginning August 13, 2012. Her salary will be \$34,485.

D. Course Inventory Revisions/Additions

Before each semester begins, the Kansas Board of Regents asks coordinated institutions to submit a list of courses that the college is <u>capable</u> of teaching in that semester, but is not compelled to offer. This list of courses is referred to as the course inventory. Each change to the inventory must be approved by the academic department where it originated, the curriculum committee, the Chief Academic Officer, the President of the College and finally, the College Board of Trustees, as per NCCC policy.

#### Course Inventory Changes May 2012 Board Meeting

#### New Course

ALHT 180 Healthcare Coding Practicum, 2 credit hours

#### Name and/or Credit Hour Change

- ALHT 145 Medical Coding National Exam Review, 1 credit hour, to Healthcare Coding National Exam Review, 1 credit hour
- ALHT 150 Billing and Insurance, 3 credit hours, to Reimbursement Methodologies, 3 credit hours
- ALHT 210 Legal Aspects of Health Information, 3 credit hours, to Legal and Ethical Issues in Healthcare, 3 credit hours
- ALHT 225 Into to ICD-9 CM Coding, 3 credit hours, to International Classification of Disease Coding (ICD-10), 4 credit hours
- ALHT 230 Intro to CPT Coding, 3 credit hours, to Current Procedural Terminology Coding, 3 credit hours

#### Neosho County Community College Course Syllabus

#### **COURSE IDENTIFICATION:**

Course Prefix/Number	ALHT 180
Course title:	Healthcare Coding Practicum
Division:	Outreach and Workforce Development
Program:	Health Information Technology
Credit Hours:	2
Initiation/Revised Date:	Fall 2012
Assessment Goal per Outcome(s)	80%

#### **CATALOG COURSE DESCRIPTION:**

This is a 90 clock hour, hands-on supervised learning experience at affiliated facilities designed to give students a clinical experience in the application of ICD 10, CPT, and HCPCS coding.

#### **PREREQUISITE:**

ALHT 225-International Classification of Disease 10 and ALHT 230-Current Procedural Terminology

#### **COURSE PURPOSE:**

To provide the student with hands-on supervised practice of coding medical records.

#### **TEXTBOOK AND OTHER INSTRUCTIONAL MATERIALS:**

\*The official list of textbooks and materials for this course are found on Inside NC.

#### **COURSE OUTCOMES:**

- 1. Analyze inpatient, outpatient, and physician-based health records to determine significant patient diagnosis and procedures
- 2. Assign diagnosis and procedure codes to inpatient and outpatient records
- 3. Verify diagnosis and procedure codes to inpatient and outpatient records.
- 4. Assign and verify CPT/HCPCS/ICD 10 procedure codes
- 5. Sequence diagnosis and procedure codes to inpatient and outpatient records
- 6. Validate inpatient and outpatient data for appropriate reimbursement
- 7. Interact with other ancillary services, healthcare professionals, and customers
- 8. Demonstrate professional behaviors
- 9. Adhere to legal and ethical practices
- 10. Use electronic applications to support clinical classification and coding

## COURSE OUTLINE

- 1. Clinical Experience
  - a. Minimum of 90 hours of clinical practicum in an approved host facility.
  - b. Student must receive an skills evaluation level of average or above
  - c. The student will apply diagnosis and procedure codes to a variety of health records using established and approved coding guidelines and standards.

#### INSTRUCTIONAL METHODS/GRADING/STUDENT REQUIREMENTS AND METHODS OF EVALUATION

Instruction will be provided by the supervisor and staff at the affiliation host facility along with the course instructor. Student will observe and participate in code assignment to patient health record

#### STUDENT REQUIREMENTS AND METHOD OF EVALUATION

Students will be required to follow policy and procedure as set forth by the host facility. Student evaluation will be directly related to the performance of objectives

#### **GRADE SCALE**

The letter grade is based on the percentage of the total points earned throughout the semester based on the following scale:

A = 90 to 100% B = 80 to 89% C = 70 to 79% D = 60 to 69%F = 59% and below

#### ASSESSMENT OF STUDENT GAIN

Student gain will be determined by student improvement in each of the areas of student competencies.

#### ATTENDANCE POLICY

Absences that occur due to students participating in official college activities are excused. Students who are excused will be given reasonable opportunity to make up any missed work or receive substitute assignments from the instructor. Ultimately it is the student's responsibility to notify the instructor in advance of the planned absence.

Unless students are excused by the instructor, they are expected to attend class. Students who are absent for two consecutive weeks (prior to the final drop date) and fail to contact the instructor may be dropped from this class. If a student is inactive for one-eighth of the total course duration, the instructor has the right, but is not required, to withdraw a student from the course. Once the student has been dropped for excessive absences, the registrar's office will send a letter to the student, stating that he or she has been dropped. A student may petition the chief academic officer for reinstatement by submitting a letter stating valid reasons for the absences within one week of the registrar's notification. If the student is reinstated into the class, the instructor and the registrar will be notified. It is the responsibility of the student to properly drop the course. Students, who are still enrolled in this class after the final drop date, but fail to participate in class, are at risk for a failing grade. Your grade will be based on the total points accumulated through the last date of participation.

#### ACADEMIC INTEGRITY

NCCC expects every student to demonstrate ethical behavior with regard to academic pursuits. Academic integrity in coursework is a specific requirement. Definitions, examples, and possible consequences for violations of Academic Integrity, as well as the appeals process, can be found in the College Catalog, Student Handbook, and/or Code of Student Conduct and Discipline.

This online class allows you to work independently or with other students in the class. For your own benefit, you need to complete all assignments on your own unless otherwise indicated. Do not use the work of others and submit it as your own. You may refer to the textbook and resources when taking tests online, however the tests are timed and you may lose points if you exceed the time limit. The true test of what you learn in this class will be demonstrated when you take the AHIMA certification exam to become a Registered Health Information Technician. The expectation for this class is for you to be professional and ethical – do your own work.

Note: Information and statements in this document are subject to change at the discretion of NCCC. Changes will be published in writing and made available to students.

**NOTE:** If you are a student with a disability who may need accommodation(s) under the Americans with Disabilities Act (ADA), please notify the *Dean of Student Development*, Chanute Campus, Student Union, 620-431-2820, Ext. 213., or the *Dean*, <u>Ottawa Campus</u>, 785-242-2607 ext 312, 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.

#### VI. Reports

- A. Branding Claudia Christiansen reported that the college branding is complete. The new tag line is Enriching Lives. The new panther logo, fonts, color, and letterhead are ready to roll out as well. She is working on trademarking the tag line and panther.
- B. Welding Champions Will Jordan introduced Brandon Taylor the state welding champion. This is the fourth consecutive welding champion for NCCC. Will also introduced Aaron Gurwell who took second place.
- C. Faculty Senate Nathan Stanley, Faculty Senate President, gave a Faculty Senate report. See Attachment 1.
- D. Online Campus Marie Gardner, Associate Dean of the online campus, gave a report on the online campus. See Attachment 2.
- E. Projects Update Ben Smith, Vice President of Operations, gave a projects update. See Attachment 3.
- F. Treasurer's Report Sandi Solander, Chief Financial Officer, distributed copies of the April financial statement. Revenue for the month of April was \$1,431,341.47 and disbursements were \$2,067,201.44. See Attachment 4.
- G. President Dr. Brian Inbody gave a president's report. See Attachment 5.

Following the President's report the Board recessed for a break at 7:46 p.m. The meeting reconvened at 7:52 p.m.

#### VII. Unfinished Business

There was no unfinished business.

#### VIII. New Business

#### Agenda Item VIII-A: Redesign of International Position

Providing premier service for international students is an expectation at NCCC. Recently Ann Neff, the Coordinator of International Service, announced her retirement effective at the end of this academic year. Whenever there is a change in personnel the College examinees the position to determine if changes need to be made to better serve the mission and our students. International enrollment has grown in recent years, especially at our Ottawa Campus. Requirements from the US State Department have also increased in the form of verifications and paperwork. The president requested that the Board elevate this position from coordinator to director and approve a new job description that includes helping the Ottawa campus with this surge in enrollment. This change to director moves the position from management support to administrator and deletes the coordinator position.

#### **Director of International Student Services**

Reports to: Assistant Dean of Student Development Classification: Full-time, 12 month employee Pay Status: Administrative Vacation/Sick Leave/Regular Holidays, full 12 month fringe benefit Start Salary Range: \$27,000-\$31,000 Revision Date: May 2012

**Purpose of position:** This position is a member of the Student Development Unit reporting to the Assistant Dean of Student Development. This position is responsible for coordinating, advising, and evaluating specific areas of the college's international student services. This position will work directly with other student development areas to implement a comprehensive student development program for the college.

#### **Essential Functions:**

- Serves as the Designated School Official(DSO) for Neosho County Community College to SEVIS and other appropriate agencies/organizations related to international students;
- Advises prospective international students concerning NCCC academic programs of study, student services, student responsibilities/obligations, and relevant personal concerns;
- Establishes the necessary international students admissions procedure for all college sites to ensure compliance with all appropriate governmental regulations and institutional policies;
- 4. Promotes the international student program to relevant constituents and organizations both on and off campus;
- 5. Evaluates application materials, including financial statements, test scores, and transcripts in order to issue I-20's and other pertinent federal and state documentation,
- 6. Conducts trainings, workshops, orientations, and activities as deemed necessary in conjunction with faculty and staff;
- 7. Ensures student awareness of the wide array of campus intercultural activities such as student clubs, activities, events, and field trips, in support of international student programs and student learning;
- Supports the NCCC employee(s) at the Ottawa Campus designated as having international student coordination responsibilities with training, evaluation, and other activities to ensure effective student services and compliance with governmental regulations and institutional policies at that location;
- 9. Adheres to the contract for Youth for Understanding including scheduling and coordinating cultural activities;
- 10. Develops and sustains a network of qualified volunteer host families in order to provide a supportive and appropriate family placement for students enrolled through international programs;
- 11. Provides orientation support for international students and host families;
- 12. Coordinates transportation for students to and from campus;
- 13. Provides on-going support for host families and students;
- 14. Coordinates international web page development and maintenance for recruitment purposes with NCCC and other appropriate organizations and their web sites;

- 15. Actively recruits international students to NCCC, specifically residence hall students;
- 16. Performs other miscellaneous duties as assigned by the Dean of Student Development.

#### **Required Knowledge, Skills and Abilities**

- 1. Excellent interpersonal skills.
- 2. Ability to work effectively with diverse populations.
- 3. Organizing and coordinating skills.
- 4. Knowledge of student recruitment and retention issues.
- 5. Ability to communicate effectively, both orally and in writing.
- 6. Excellent computer skills.
- 7. Ability to develop and deliver presentations.
- 8. Ability to gather data, compile information and prepare reports.
- 9. Ability to plan and evaluate programs.
- 10. Ability to appropriately exercise independent initiative and judgment.
- 11. Willingness and ability to work as a member of a team.

#### Education and Experience

- Bachelor's degree required. Master's degree preferred.
- Experience in admissions and/or with International Student Services preferred.

## Working Conditions

- 1. Work is normally performed in a typical interior/office work environment.
- 2. Some travel, overnight trips, and evening hours are required.
- 3. No or very limited physical effort required.

Non 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 14<sup>th</sup> Street, Chanute, Kansas 66720, 431-2820 ext. 213m has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Right 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.

Secondly, the president recommended the appointment of Sarah Cadwallader to be the Director of International Student Services within the Student Development unit to become effective July 1, 2012. Sarah has demonstrated leadership, attention to detail, and commitment to the mission and purposes of the College while serving as Director of Admissions. Sarah has experience in her life with international cultures, including educational roles with other people and their cultures. Sarah has had a desire to help the international students and we believe her work experience with the College makes her an ideal person to lead the transition of our international student services to a level of quality and performance.

#### **Resolution 2012-33**

RESOLVED, that the Board of Trustees of Neosho County Community College approves changing the job description for the Coordinator of International Services and making it Director of International Student Services, changing the position from management support to administrator. The Board also approves the appointment of Sarah Cadwallader to the position of Director of International Student Services to become effective July 1, 2012.

Upon motion by Charlie Boaz and second by David Peter the above resolution was unanimously approved.

## Agenda Item VIII-B: 10<sup>th</sup> Street Right-of-Way Easement

The Board has previously approved a design-build contract regarding the construction of a new softball field with associated dugouts, a locker room, storage, concessions, press box, and ADA accessible restrooms at the northwest corner of the campus. In addition, the Board has approved a design-build contract for the construction of new parking for the softball complex and associated soccer fields, with a new connecting road between 10<sup>th</sup> Street and Allen Street. During title research for the above project, it was noted that no easement had ever been granted or filed for the portion of NCCC property used by the City of Chanute for 10<sup>th</sup> Street. Attached is the necessary legal description of the property noted above in order that a permanent easement may be granted.

It was the president's recommendation that the Board approve the 10<sup>th</sup> Street right-ofway easement to the City of Chanute as noted above and in the attached documents.

## **Resolution 2012-34**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the 10<sup>th</sup> Street right-of-way easement to the City of Chanute as noted above and in the attached documents.

Upon motion by Lori Kiblinger and second by Charlie Boaz the above resolution was unanimously approved.

## **<u>RIGHT OF WAY EASEMENT</u>** 10<sup>th</sup> STREET RIGHT OF WAY

#### KNOW ALL MEN BY THESE PRESENTS:

That **NEOSHO COUNTY COMMUNITY COLLEGE**, hereinafter called Grantor, in consideration of \$ 1.00 and other good and valuable consideration paid by **THE CITY OF CHANUTE**, **KANSAS**, a municipal corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to Grantee, its successors and assigns, a perpetual easement for public road right of way over, under, upon and across the following described property owned by Grantor in Neosho County, Kansas, to-wit:

A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 18 EAST OF THE SIXTH PRINCIPAL MERIDIAN, NEOSHO COUNTY, KANSAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED DATED MAY 3, 1966 BETWEEN THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO.413, GRANTOR AND THE BOARD OF TRUSTEES OF NEOSHO COUNTY COMMUNITY JUNIOR COLLEGE, GRANTEE, RECORDED MARCH 20, 1967 IN BOOK 160, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREE 08 MINUTES 28 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1522.37 FEET TO THE POINT OF BEGINNING: THENCE NORTH 72 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 401.21 FEET TO THE SOUTH RIGHT OF WAY LINE OF 10<sup>TH</sup> STREET AS SHOWN ON THE RECORDED PLAT OF BURTON'S ADDITION TO THE CITY OF CHANUTE; THENCE NORTH 89 DEGREES 01 MINUTE 41 SECONDS EAST, A DISTANCE OF 9.73 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 07 SECONDS WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 48 SECONDS EAST, A DISTANCE OF 104.32 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED DATED OCTOBER 1968 BETWEEN THE BOARD OF TRUSTEES OF THE NEOSHO COUNTY COMMUNITY JUNIOR COLLEGE, GRANTOR AND OTTERBEIN UNITED METHODIST CHURCH, GRANTEE, RECORDED OCTOBER 25, 1968 IN BOOK 162, PAGE 539; THENCE SOUTH 72 DEGREES 13 MINUTES 34 SECONDS EAST, COINCIDENT WITH SAID SOUTHWESTERLY LINE, A DISTANCE OF 280.51 FEET, (MEASURED), 281.50 FEET, (RECORD) TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 08 MINUTES 28 SECONDS EAST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 63.42 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 21,636 SQUARE FEET, MORE OR LESS AND DESCRIBES THE EXISTING 10<sup>TH</sup> STREET TO THE EXTENT IT IS LOCATED UPON THE PROPERTY OF NEOSHO COUNTY COMMUNITY COLLEGE. PROVIDED that where existing improvements to the property owned by Grantor abut or encroach on to the above described right of way, the interests of Grantor shall be superior to interests of Grantee and Grantee will be responsible for damages caused hereunder to such improvements notwithstanding any subsequent provisions hereof.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance and use of the purpose or purposes referred to herein; provided, Grantee shall exercise its rights hereunder and maintain such easement in good state of repair and efficiency so that no unreasonable damage will result from its negligence or use of Grantor's premises. When Grantee digs, trenches or otherwise disturbs the surface, Grantee shall return the surface to its condition existing prior to such disturbance including restoring its grade and reseeding, subject to roadway improvements placed thereon by Grantee.

This agreement shall constitute a covenant running with the land hereinbefore described for the benefit of Grantee, its successors and assigns.

Grantee further covenants and agrees that in the event of the future abandonment of use of the easement hereby granted, or in the event that the real estate hereinbefore described is no longer needed for the purposes for which this grant is given, Grantee shall release this easement and same shall revert to Grantor and its successors in title to the above described real estate.

IN WITNESS WHEREOF, Grantor has executed this instrument the \_\_\_\_\_ day of May, 2012.

NEOSHO COUNTY COMMUNITY COLLEGE

Denise Gilmore, Clerk of the Board

BY: David Peter, Chairman

STATE OF KANSAS, COUNTY OF NEOSHO, SS:

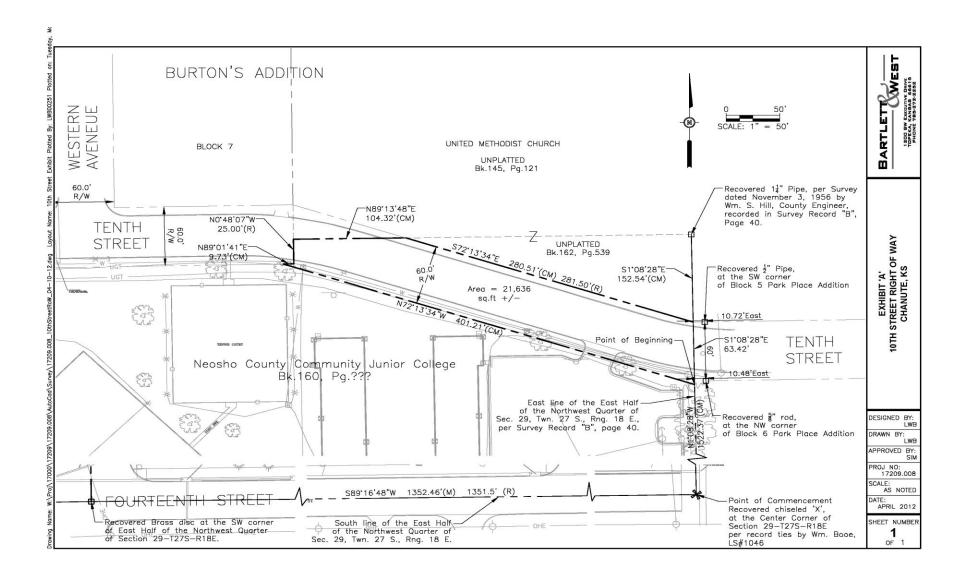
Now on this \_\_\_\_\_ day of May, 2012, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came **David Peter, Chairman of THE BOARD OF TRUSTEES OF NEOSHO COUNTY COMMUNITY COLLEGE,** and **Denise Gilmore, Clerk of said Board,** who are personally known to me to be the same persons who executed as such officers the above and foregoing instrument in writing and who acknowledged to me their execution of the same to be the act and deed of said Board for the uses and purposes therein stated.

IN WITNESS WHERE, OF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Appointment Expires: September 8, 2012

Notary Public

R. Kent Pringle



#### Agenda Item VIII-C: Student Handbook

Each year, the college publishes a Student Handbook for the students to use as a tool to assist them with navigation of campus policies, procedures, and the general culture. The only changes made to the handbook are changes in the voice, grammar and formatting. The Residence Hall Handbook has also been removed from the Student Handbook. A separate proposal for the Residence Hall Handbook is also on the agenda.

It was the president's recommendation that the Board approve the 2012-2013 Student Handbook (Attachment 6).

#### **Resolution 2012-35**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the 2012-2013 Student Handbook.

Upon motion by David Peter and second by Lori Kiblinger the above resolution was unanimously approved.

#### Agenda Item VIII-D: Residence Hall Handbook

Each year, the college publishes a Residence Hall Handbook for the residents to use as a tool to assist them with being safe and considerate of the residence hall learning environment. Many of the items in the handbook provide accurate details of what the students can expect, as well as what is expected of the students. One expectation which has been added this year is Complicity. Students had a hard time understanding there is little difference between committing the act and not reporting or attempting to stop the violation. Below is a copy of the policy which can also be found on page 10 of the Residence Hall Handbook (Attachment 7).

## Complicity

A student shall not, through act or omission, assist another student, individual, or group in committing or attempting to commit a violation of this Code of Conduct. A student who has knowledge of another committing or attempting to commit a violation of the Code of Conduct is required to remove him or herself from the situation and failure to do so when reasonable under the circumstances may be the basis for a violation of this policy. Violation of this policy will result in the same consequence(s) as the policy to which the student was complicit.

It was the president's recommendation that the Board approve the 2012-2013 Residence Hall Handbook (Attachment 7).

## **Resolution 2012-36**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the 2012-2013 Residence Hall Handbook.

Upon motion by Charlie Boaz and second by Patricia Griffith the above resolution was unanimously approved.

## Agenda Item VIII-E: Request for Alcohol on Campus

The NCCC Foundation is requesting permission from the Board to have alcohol at an event at the Ottawa facility on December 1, 2012, at a fundraiser for scholarships for students in Franklin and Anderson Counties. The event will take place in the new facility and will be from 6:00 pm that evening until midnight.

Their first choice is to have someone with a liquor license to be responsible for the alcoholic beverages served that evening. In the event they cannot find someone to do so they will pay for a one-day liquor license and procure the necessary insurance.

It was the president's recommendation that the Board grant the NCCC Foundation permission to have alcohol on the Ottawa campus on December 1, 2012, for a scholarship fundraiser.

#### Resolution 2012-37

RESOLVED, that the Board of Trustees of Neosho County Community College grants the NCCC Foundation permission to have alcohol on the Ottawa campus on December 1, 2012, for a scholarship fundraiser.

## Upon motion by Lori Kiblinger and second by Charlie Boaz the above resolution was unanimously approved.

## Agenda Item VIII-F: MOU with USD 413 for Storage Facility

The NCCC Foundation has agreed to extend their pledge to USD 413 in order to help NCCC Men's Soccer, Women's Soccer and Men's and Women's Track and Cross Country with their storage issues at the Chanute Sports complex. The USD 413 Board of Education is in the process of building the storage facility and NCCC will receive a certain amount of space in that facility.

It was the president's recommendation that the Board approve the MOU with USD 413 for use of the storage facility being built.

## **Resolution 2012-38**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the MOU with USD 413 for use of the storage facility being built.

Upon motion by Charlie Boaz and second by Lori Kiblinger the above resolution was unanimously approved.

## MEMORANDUM OF UNDERSTANDING Revised Effective January 1, 2012

## Neosho County Community College Foundation and Unified School District #413

**Purpose** - The purpose of this Memorandum of Understanding is to describe the relationship between Neosho County Community College Foundation (NCCCF) and Unified School District #413 (USD413) relating to the usage of the Chanute Sports Complex on west 35<sup>th</sup> Street in Chanute, Kansas by Neosho County Community College (NCCC).

**Background and Information** - The construction of the Sports Complex was the result of a substantial financial investment by USD413 and donations from the Chanute community. USD413 anticipates making the Sports Complex available for use by other Chanute community and public service organizations, including NCCC. NCCCF has previously pledged a donation to offset some of the construction costs of the Sports Complex in the amount of \$200,000.00 to be paid in ten (10) annual payments of \$20,000.00 each, and has requested an acknowledgement that NCCC will be allowed use of the facility for events and activities which enhance their academic and athletic program. NCCCF's mission is to provide assistance to NCCC and its programs that would not be available from other sources. It is the goal of USD413 to make the Sports Complex available for use by NCCC to the extent possible and following the guidelines stated below and in the Sports Complex Lease Agreement between the parties. Attached are a list of requests by NCCCF for good faith consideration by USD413.

**Use/Scheduling of Events** - The Chanute High School Athletic Director shall maintain a calendar of events schedule for the Sports Complex. The NCCC Athletic Director and CHS Athletic Director shall meet at least twice yearly for the purpose of scheduling NCCC activities at the Sports Complex. In the event of a scheduling conflict, the athletic directors shall attempt to resolve the conflicts to the satisfaction of both parties. Events, including practices, will not be scheduled concurrently with USD413 and NCCC students participating at the same time. In the event the scheduling conflict cannot be resolved by the athletic directors, the Superintendent of Schools of USD413 shall have final authority to schedule events, subject to normal review of the Superintendent's actions by the USD413 Board of Education.

**Revenue From Events** - NCCC will be entitled to retain revenue from admission and concession sales for events which NCCC hosts at the Sports Complex.

**Expenses** - It is understood that USD413 shall not incur additional expense as a result of the use of the Sports Complex by NCCC. NCCC shall reimburse USD413 for actual expenses incurred which shall be reflected in a user fee or agreed upon payment prior to such use. The user fee may be adjusted periodically as is necessary to reflect actual expenses.

**Maintenance** - Normal maintenance costs shall be reflected in the user fee. Damage not attributed to normal use shall be the responsibility of NCCC during the time of events which they host at the Chanute Sports Complex.

**Preparation and Clean Up -** A representative designated by USD413 shall be present during all events including preparation and cleanup. NCCC shall reimburse USD 413 the wages paid to this person for NCCC events. Costs incurred by USD413 relating to cleanup and/or setup for NCCC events shall be reimbursed by NCCC.

**Sports Storage Facility** – USD 413 desires to add a storage building to the Sports Complex which can be used to store various items related to use of the Sports Complex. NCCCF has pledged a donation of \$20,000.00 towards the construction costs of the Sports Storage Facility the total costs of which is expected to be \$125,800.00. Payment of this pledge will be as an eleventh installment of its current pledge for the Sports Complex. Consistent with the premises stated above, NCCC will be allotted use of 635 square feet of the Sports Storage Facility space to store various items related to NCCC use of the Sports Complex all subject to the same terms and conditions relating to use of the Sports Complex set forth herein and the Sports Complex Lease. The Sports Storage Facility design shows such allotted space will be secure with a separate entrance for NCCC employees/student athletes.

**Terms of Understanding** - This Revised Memorandum shall take effect upon signature by the Official Officer of the three organizations. The Revised Memorandum will remain in effect as written unless changed by mutual agreement of the two parties or the termination of the Sports Complex Lease Agreement between USD413 and NCCC. Any change to this Memorandum shall be in written form and signed by the Official Officer for both organizations. If either partnering organization feels continued participation in this Memorandum, as revised, and the Sports Complex Lease is no longer in the best interests of the organization and the community, the organization shall give written notice indicating its intent to terminate participation and the Sports Complex Lease. Either party may thereafter timely request a joint meeting of USD 413 Board of Education and the NCCC Board of Trustees (collectively the "Boards") to discuss issues related to continued participation. If the notice to terminate is not withdrawn after a meeting of the Boards, then affiliation and participation hereunder and under the Sports Complex Lease shall end effective thirty (30) days after the last scheduled NCCC event at the Sports Complex.

Except as specifically provided otherwise herein, to the extent that the terms of this Memorandum of Understanding conflict with the Sports Complex Lease, then the terms of the Lease shall govern. All use of the Sports Complex shall be subject to the USD413 <u>Board Policy</u> on Use of School Buildings, Facilities, and Grounds (KG) and Facility Use Rules. USD413 will provide prompt notice of any changes to these policies or rules.

We hereby enter into this Memorandum of Understanding effective the 1<sup>st</sup> day of January, 2012.

# THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 413

by: Chairperson of the Board

THE BOARD OF TRUSTEES OF NEOSHO COUNTY COMMUNITY COLLEGE

by: Chairperson of the Board

THE BOARD OF TRUSTEES OF NEOSHO COUNTY COMMUNITY COLLEGE FOUNDATION

by: Chairperson of the Board

## ATTACHMENT TO MEMORANDUM OF UNDERSTANDING REVISED EFFECTIVE JANUARY 1, 2012 NEOSHO COUNTY COMMUNITY COLLEGE FOUNDATION AND UNIFIED SCHOOL DISTRICT #413

## REQUESTS OF NCCCF FOR PARTICIPATION AND FOR USE OF SPORTS COMPLEX FACILITY BY NCCC

It is the desire of the NCCC Foundation to become an active participant on the Stadium Management Committee, so that parties may capitalize on their collective knowledge and capacity to support each other's shared interest in the development of the Chanute Sports Complex.

- That NCCC be allowed to appoint two representatives to the scheduling committee for the Chanute Sports Complex.
- That NCCC be allowed to use the facility for conditioning athletic teams throughout the year.
- That NCCC be allowed to use the facility for home soccer games scheduled between August and November of each year.
- That NCCC be allowed to host three major (Regional level) events for soccer, track, and cheer and dance competitions each year.
- That NCCC be allowed a night game for soccer teams.
- That NCCC be allowed access to the PA system for music and game announcements.
- That NCCC be allowed one night practice a week for 3 weeks before the night game for the soccer team.

**USD** Representative

NCCC Representative

NCCC Foundation Representative

Date

## Agenda Item VIII-G: Master Services Agreement for 1098-T Services

The College generates over 4,000 1098-T returns annually. The form is a tuition payments statement containing information that colleges and universities are required to issue for the purpose of determining a student's eligibility for the Hope and Lifetime Learning education tax credits.

NCCC administration has analyzed the cost/benefit of outsourcing 1098-T processing with Educational Billing Services, L.P (EBS). They process almost 5 million 1098-T returns for 100's of schools across the country, including several of the universities and one community college in Kansas.

The total annual estimated cost this year for NCCC for forms, printing, postage and labor is estimated to be \$3,100 for printing 2011 statements. Over ten percent of the printed statements were returned undeliverable. By outsourcing to ECSI the College could save money and the staff could focus on other important student issues, thereby elevating constituency service.

## EBS's Fees:

Option #1: \$.095 per Paper 1098-T Form (Includes printing, mailing; Web-access for both Staff/Student and Phone support).

Option #2: \$.045 per Electronic Distribution (Includes link to Direct Students to "Opt In" for electronic 1098-T; Web-access for both staff/students and phone support).

The College would be billed according to the student's distribution selection.

If 4,000 forms were printed by ECSI the cost to NCCC would be \$3,800 (4,000 X \$.95). It is anticipated that a large number of students would choose Option # 2, which could reduce the annual cost below \$3,100.

EBS's Process includes:

- Printing and mailing forms (absorbing the cost of ink, paper and postage)
- Printing individual transaction history on the 1098-T (optional-no additional cost)
- Providing the link to direct students to "opt in" for an electronic 1098-T (per IRS Regulations-see attached) (very cost effective)
- Answering the phone to address student questions (students can reach a knowledgeable rep from 7:30 am-8:00 pm EST)
- Validating addresses to avoid forms being returned
- Posting the forms to the web (along with two previous years)
- Meeting the January deadline
- Sending the file to the IRS by the March deadline.

It was the president's recommendation that the Board approve the attached Educational Billing Services Master Services Agreement for 1098-T services with Educational Billing Services, L.P (EBS) which has been reviewed and revised by the College attorney.

#### **Resolution 2012-39**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the Educational Billing Services Master Services Agreement for 1098-T services with Educational Billing Services, L.P (EBS).

Upon motion by Charlie Boaz and second by David Peter the above resolution was unanimously approved.

#### EDUCATIONAL BILLING SERVICES MASTER SERVICES AGREEMENT FOR 1098-T SERVICES

This Master Services Agreement for 1098-T Services (the "Agreement"), effective the 16th day of March 2012 (the "Effective Date"), is made by and between Educational Billing Services, L.P., with a principal place of business at 181 Montour Run Road, Coraopolis, PA 15108 ("EBS"), and Neosho Community College ("Customer").

#### 1. DEFINITIONS

1.1 <u>Services Order Form</u> means each EBS ordering document signed by duly authorized representatives of both parties which references this Agreement, identifies the specific Services ordered by Customer from EBS, sets forth the prices for such Services and contains other applicable terms and conditions.

1.2 <u>Services</u> means those 1098-T processing services provided by EBS pursuant to Section 2.1 hereof. Customer may order Services from EBS by executing a mutually agreed upon Services Order Form.

#### 2. <u>SERVICES</u>

2.1 <u>Services</u>. EBS shall provide Customer with the 1098-T processing services set forth and described on Exhibit A attached hereto and any other Services specified on a Services Order Form. Any conflict between the terms and conditions set forth in this Agreement and any Services Order Form shall be resolved in favor of this Agreement unless such Services Order Form expressly references the conflicting provision in this Agreement that it is intended to control and states that it is to control.

2.2 <u>Changes to Services Order Form</u>. Either party may request a change to a Services Order Form, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes and any resulting change in the estimated (or fixed) fees for the Services, the parties shall complete and execute a new or revised Services Order Form.

2.3 <u>Staffing, Designated Contact and Cooperation</u>. EBS shall have sole discretion in staffing the Services and may assign the performance of any portion of the Services to any subcontractor; provided that EBS shall be responsible for the performance of any such subcontractor. Customer will cooperate with EBS, will provide EBS with accurate and complete information, will provide EBS with such assistance and access as EBS may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the Services Order Form, as the case may be.

#### 3. FEES; PAYMENT TERMS

3.1 Customer agrees to pay EBS for Services provided and expenses incurred on the basis and at the rates specified in each Services Order Form. Unless otherwise set forth on the Services Order Form, payment shall be due within thirty (30) days after the date of EBS's invoice. Customer agrees to pay a late charge of one and half percent (1 1/2%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts not paid when due. Customer shall be responsible for taxes levied on any transaction under this Agreement, including all federal, state, and local taxes, levies and assessments, excluding any tax based on EBS's income.

#### 4. CONFIDENTIALITY

4.1 <u>Confidential Information</u>. During the term of this Agreement, each party will regard any information provided to it by the other party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information

shall also include information which, to a reasonable person familiar with the disclosing party's business and the industry in which it operates, is of a confidential or proprietary nature. The receiving party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity except to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this Agreement. The receiving party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing party. Each party accepts responsibility for the actions of its Representatives and shall protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The parties expressly agree that the terms and pricing of this Agreement are the Confidential Information of EBS. A receiving party shall promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder, and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.

4.2 <u>Exclusions</u>. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

4.3 <u>Injunctive Relief</u>. Notwithstanding any other provision of this Agreement, both parties acknowledge that any use of the disclosing party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both parties agree that, in addition to any other remedy to which the disclosing party shall be entitled hereunder, at law or equity, the disclosing party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

#### 5. LIMITED WARRANTY

5.1 Warranty and Remedy. EBS warrants that it will provide the Services in a competent and workmanlike manner. EBS does not warrant that it will be able to correct all reported defects or that use of the Services will be uninterrupted or error free. EBS makes no warranty regarding features or services provided by third parties. Customer must report any deficiency in Services to EBS in writing within fifteen (15) days of completion of such applicable portion of the Services. For any breach of the above warranty, EBS will, at its option and at no cost to Customer, provide remedial services necessary to enable the Services in remedying any defects. The remedies set out in this subsection are Customer's sole remedies for breach of the above warranties. Such warranties shall only apply if the applicable Services have been utilized

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by Customer in accordance with the Services Order Form, this Agreement and applicable law.

No Other Warranty. THE WARRANTIES STATED IN 52 SECTION 5.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY EBS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ALL ASSUMES RESPONSIBILITY CUSTOMER FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

#### 6. LIMITATION OF LIABILITY.

6.1 <u>Consequential Damage Waiver</u>. Except as may arise out of either party's breach of Section 4, neither party will be liable to the other or any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages.

6.2 <u>Limitation of Liability</u> The total cumulative liability of EBS to Customer for any and all claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed the Services fees (but excluding postage charges and other nonrefundable fees) paid by Customer to EBS under the Services Order Form for the Services which form the subject of the claim during the six (6) month period immediately preceding the event giving rise to the claim. The provisions of this Agreement allocate risks between the parties. The pricing set forth in each Services Order Form reflects this allocation of risk and the limitation of liability specified herein.

#### 7. <u>TERM</u>

7.1 <u>Term</u>. This Agreement will commence on the Effective Date as set forth above and will continue in effect until otherwise terminated in accordance with Section 7.2 below.

7.2 <u>Termination</u>. Notwithstanding the foregoing, either party may terminate this Agreement or any Services Order Form (i) immediately in the event of a material breach of this Agreement or any such Services Order Form by the other party that is not cured within thirty (30) days of written notice thereof from the other party, or (ii) immediately if the other party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of a Services Order Form shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Services Order Forms. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Services Order Form.

#### 8. GENERAL PROVISIONS

General. (a) This Agreement shall be construed in accordance 81 with and governed for all purposes by the laws of the Commonwealth of Pennsylvania; (b) this Agreement along with the Services Order Forms, Proposal and Terms of Use constitute the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral; (c) this Agreement may not be modified except by a writing signed by each of the parties; (d) the parties hereto agree that only the Pennsylvania courts, either federal or state, shall have exclusive jurisdiction over this Agreement and any controversies arising out of this Agreement; (e) in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement but this Agreement shall be construed as if such invalid, illegal or other unenforceable provision had never been contained herein; (f) no waiver of any right or remedy hereunder with respect to any occurrence

or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion; (g) each party further acknowledge that if it breaches its obligations under Section 4, the other party may sustain injuries that cannot be adequately compensated by an award of damages and the breaching party agrees that non-breaching party shall be entitled to seek such injunctive relief as a court may determine to be appropriate therewith in addition to any other available equitable remedies and to available legal remedies and (h) this Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

8.2 <u>Assignment</u>. This Agreement shall be binding upon and for the benefit of EBS, Customer and their permitted successors and assigns. Either party may assign this Agreement and all Services Order Forms as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except as expressly stated in this Agreement, neither party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void.

8.3 <u>Relationship of the Parties</u>. EBS and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.

8.4 <u>Publicity</u>. Customer agrees that EBS may use Customer's name and may disclose that Customer is a customer of the EBS Services in EBS advertising, press, promotion and similar public disclosures, including, but not limited to, at trade shows and similar events. In addition to the foregoing, Customer hereby grants EBS a non-exclusive license during the term of this Agreement to list Customer's name and display Customer's logo in the customer section of EBS's website and in its customer lists.

8.5 <u>Force Majeure</u>. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

8.6 <u>Non-Discrimination</u>. In its performance of this Agreement, EBS warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, marital status or national origin.

8.7 <u>Notices</u>. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the party set forth on the applicable Services Order Form. Either party may change its address by giving written notice of such change to the other party.

8.8 <u>Non-Solicitation</u>. Each party acknowledges that the other party's employees and consultants are valuable business assets, and each party agrees that during the Term of this Agreement and for a period of twelve months after termination, it shall not (for itself or for any third party) solicit (i) any consultant of a Party that has performed work under this Agreement or (ii) any employee of such Party (each, a "Protected Individual") to terminate their employment or consultancy with the other party. Notwithstanding the foregoing, the provisions of this paragraph shall not restrict or preclude a party from making CONFIDENTIAL

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generalized searches for employees by the use of advertisements in the media or by engaging search firms to engage in searches that are not targeted or focused on the Protected Individuals, or from employing any Protected Individual whose employment was terminated by a party, or voluntarily terminated by such employee at least six month prior to the hiring of such Protected Individual.

8.9 <u>No Third Party Beneficiaries</u>. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person.

EBS and Customer have caused this Agreement to be executed as a document under seal by their duly authorized representatives as of the Effective Date.

Neosho Community College

Educational Billing Services, L.P.

By : Name : Title :

By: Nick Battaglia Name: Nick Battaglia Title: CFO

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#### EDUCATIONAL BILLING SERVICES

#### Exhibit A

#### **Customer Service:**

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- Hours of Operations: Monday through Friday 7:30 a.m. (EST) to 8:00 p.m. (EST)\*
- EBS Project Manager to assist Customer with File Preparation, Testing, and Staff Training
- Unlimited Customer and Student/Taxpayer Phone Support:
  - Toll-Free Telephone Number
  - Live EBS Customer Service Representative
  - EBS's Customer Service Representatives do not have voicemail
- Unlimited Customer Service for all Data Additions, Corrections, and/or Deletions

#### Industry Leading Technology:

- EBS is willing to accept 1098-T Data Files in any File Layout or Format
- Secure FTP Site & 448-bit Military-Strength Data Encryption Routines
- Test File & Live File Samples to be faxed for Staff Review & Approval
- All 1098-T Forms will be Produced, Postmarked, and Mailed Prior to the January 31st Deadline
- Customer Transaction History may be Printed and Uploaded to Reduce Student/Parent Inquiries
- 1098-T Form Customizations may include: Special Messages, URLs, Tuition History, etc.
- Electronic Notification to the School to Confirm 1098-T Mass Mailing
- Electronic IRS 1098-T Data File Submission by March 31st Deadline
- Electronic Notification to the School that IRS File was Sent and Received by the IRS (fire.gov)

#### **EBS** Web Service:

- Important TRA-97 Information, such as:
- Internal Revenue Service (IRS) Contact Information
- IRS Tax Information for Students
- Overview of Taxpayer Relief Act of 1997
- 2008 IRS Instructions for Forms 1098-E and 1098-T
- IRS Publication 970

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State of Kansas Department of Administration DA-146a (Rev. 1-01)

#### CONTRACTUAL PROVISIONS ATTACHMENT

This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: Important:

"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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the  $\mu_{0}$  day of  $\Lambda_{kn}$ , 20  $\mu_{-}$ .

- Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- Agreement With Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of 2
- Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year. State agrees to give written notice of the end of such fiscal year. State agrees to give written notice of a greater period prior to the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, be agreent by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the agreement by State, title to any such any such any penalty to be charged to the agency or the contractor. 3.
- Disclaimer Of Liability: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seg.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seg.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seg.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employe": (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shal constitute a breach of contract and the contract or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contract or suspended, in whole or suspended, in whole or in part, by the contracting the Administration. 5

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given. 6.
- Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- Responsibility For Taxes: The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract. 9
- Insurance: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 <u>et seq.</u>), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title. 10.
- 11. <u>Information</u>: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment
- The community college and board of trustees shall be responsible solely for their own actions or failure to act. (71-201a(a)) The community college and board of trustees shall not indemnify or hold harmless resulting from actions or failure to act by any party other than the board of trustees or the community college. (71-201a(b)) The community college and board of trustees cannot submit to the jurisdiction of any court other than the courts of the State of Kansas. (71-201b(c))

#### Service Order Form Number: 1

EDUCATIONAL BILLING SERVICES, L.P. ("EBS") and Neosho County Community College ("Customer") agree that this Services Order Form Number 1 is an integral part of the Master Services Agreement for 1098-T Services dated March 16, 2012 and is effective March 16, 2012("Services Order Form Effective Date").

1. Services. Under this Agreement, the following Services shall be available Customer from EBS:

1098-T Services as described on Exhibit A to the Agreement

2. Fees; Payment Terms

1098-T Form:

Option #1: \$0.95 per Paper 1098-T Form (Includes Printing and Mailing; Web-access for both Staff / Students and Phone Support) Option #2: \$0.45 per Electronic Distribution (Includes link to Direct Students to "Opt In" for Electronic 1098-T; Web-access for both Staff / Students and Phone Support)

School will be billed according to student's distribution selection.

Payments shall be made as follows:

A. 50% shall be paid annually in advance on or before December 31 of the year prior to which the Services will be performed and
 B. The remaining 50% shall be paid on or before January 31 of the year in which the Services are performed.

EBS reserves the right to increase the fees set forth above no more than one time per year, upon notice to Customer, provided that such increase shall not exceed the increase in CPI. For purposes of this provision, "CPI" means the increase in the US Consumer Price Index-All Urban Consumers, US City Average, All Items, Base Period 1982-1984 =100, for the most recent 12-month period, as published by the US Department of Labor Bureau of Labor Statistics

In addition to the foregoing, EBS shall have the right to increase the fees set forth above from time to time solely to account for any increases in U.S. postage costs (such increases to be proportional to any increase in such postage costs).

- 3. Term. The term of Services under this Services Order Form, shall be for an initial period of three (3) years ("Initial Period"), and thereafter shall automatically renew for additional terms of one (1) year each ("Renewal Period") unless one Party provides the other Party notice of non-renewal given at least one hundred twenty (120) days prior to expiration of the then-current term.
- 4. Additional Terms and Conditions:
  - All student information (i.e. SSN, address, financial, etc.) is deemed "Confidential Information" without further designation and subject to FERPA and GLBA.
  - Confidential Information provisions are subject to Kansas Open Records Act and Kansas Open Meetings Act.
     Customer may terminate this Agreement in any year during the Initial Period or any Renewal Period by giving written notice on or before April 30.
  - 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.

These additional terms and conditions also modify the Master Services Agreement for 1098-T Services.

IN WITNESS WHEREOF, EBS and Customer have caused this Services Order Form to be signed and delivered by their duly authorized representatives

to be effective as of the Services Order Form Effective Date.

Neosho	County	Community	College
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By:		
Printed Nam	e: Nill Battay 119	
Title:	CFO	

By:

Printed Name:

Title:\_\_\_\_\_\_ Date:

## Agenda Item VIII-H: 2011-12 Budget Amendment

Per the Kansas Board of Regents' policies and procedures for the implementation of Senate Bill 143 it is necessary to amend the FY2011-12 budget to include unanticipated transfers from the General Fund to the Postsecondary Technical Education Fund. A transfer of 37.55 percent of indirect expenditures for technical education, both payroll and non-payroll, such as administrative support, utilities, and insurance is being made. The expenditures were initially recorded in the General Fund. At the time the budget was prepared in July 2011 the amount of transfer was uncertain.

#### AMENDING THE 2011 BUDGET

	The governir	ng body of			
	Neosho County Co	ommunity College			
	will meet on the 14th day of J	June, 2011 at 5:30 P.M., a	at		
	Oak Room St	udent Union			
for the	purpose of hearing and answering obje	ctions of taxpayers relating	ng to the propose	ed	
	amended use	e of funds.			
	Detailed budget inform	nation is available at			
	1Busines	s Office			
	and will be available at this	hearing.			
		6			
	SUMMARY OF A	MENDMENTS			
A dented Dudget				Proposed Amendment	
Adopted Budget				2011-2012	
	2011-2012				
	Actual	Amount	Expenditures	Expenditures	
	Tax	of Tax to	and	and	
Fund	Rate	be Levied	Transfers	Transfers	
General	33.783	\$4,172,640	\$11,834,763	\$13,234,763	
Postsecondary					
Technical Ed	0	\$0	\$2,213,080	\$3,613,080	

Board Chairman

#### **Resolution 2012-40**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the FY 2010-11 Budget Amendment for publication. Further, that the public hearing on the proposed budget amendment be held on Thursday, June 14, 2011 at 5:30 pm in the Oak Room of the Student Union of the College.

## Upon motion by David Peter and second by Lori Kiblinger the above resolution was unanimously approved.

#### Agenda Item VIII-I: Revision to Assistant Coaches' Contracts

In order to clarify the rights and responsibilities of the part-time assistant coaches the president recommended a change to the standard assistant coach employment contract. The change allows the college and the employee to terminate the contract with a two-week notice, much like that of the full-time hourly or the full-time management support contracts. The addition is in bold below.

#### **Resolution 2012-41**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the change to the standard assistant coach employment contract that allows the college and the employee to terminate the contract with a two-week notice.

Upon motion by Charlie Boaz and second by Patricia Griffith the above resolution was unanimously approved.

## NEOSHO COUNTY COMMUNITY COLLEGE ASSISTANT COACH EMPLOYMENT CONTRACT

This contract, entered into this \_\_\_\_\_ day of <u>August</u>, <u>20</u>, by and between the Board of Trustees of Neosho County Community College, hereinafter called "Board" and \_\_\_\_\_ hereinafter called "Assistant Coach."

The Board and Assistant Coach agree to the following conditions:

- 1. Assistant Coach is hereby employed by the Board beginning \_\_\_\_\_\_.
- 2. Assistant Coach shall perform the following duties:

a. Serve as <u>Assistant Baseball Coach</u> with duties as directed by the head coach. If team numbers (not including managers) fall below 28 for  $2^{nd}$  assistant coaches and below 56 for  $3^{rd}$  assistant coaches, the second or third assistant coach will be terminated within ten working days.

- 3. Assistant Coach shall receive compensation as follows:
  - a. Meals are provided by campus food service when food service is open.

b. \$ to be paid beginning August 2010.. (August pmt=\$, Sept-April payments @ \$/month = \$, May pmt = \$.)

c. In-state tuition reimbursement for credit courses successfully completed (C or above) at NCCC, subject to prior approval of the head coach. Assistant coaches may receive books, excluding consumables, through the book-loan program, and must abide by book-loan rules. Any incidental, student union, and course fees must be paid by the Assistant Coach.

d. The start date and end date for duties of Assistant coach may be moved or advanced or extended to as early as August 1 and as late as June 1 by the head coach with approval of the Athletic Director. Such advanced commencement or extension for completion of duties will not change the compensation or time for payment for August or May respectively but will be recognized with comparable comp time before or after the active season which will be determined by the head coach with approval of the Athletic Director.

4. If for any reason the Assistant Coach serves only a portion of contracted period, the monthly salary and additional compensation, if any, shall be prorated. This contract does not allow the separation of duties as Assistant Coach.

- 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.
- 7. It is understood and agreed to by and between the parties that this contract is an employment at will contract which may be terminated by either party after giving at least two (2) weeks written notice of termination to the other party, and that no oral statements nor statements in Board Policy or employee/personnel bankbook (s) are intended to create a right to continuing employment. Although this contract may be terminated earlier with appropriate notice, in no event shall this contract extend beyond the \_\_\_\_\_\_.

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 communication, 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		
Attest:	Date	

Account #

## Agenda Item VIII-J: Medical Coding Certificate Change to Healthcare Coding Certificate

The Kansas Board of Regents completed alignment of all coding certificate programs in the state in March 2011. This required that our program comply with the finalized standards and be in place by the fall semester of 2012.

The biggest change is the increase in hours required for program completion, from 16 credit hours to 39 credit hours. This increase moves the program from the Level I certificate classification to a Level II certificate.

The changes are as follows:

- Four classes had name changes,
- Three existing courses were added to the program core,
- One class was increased from 3 credit hours to 4, and
- A new 2-hour Healthcare Coding Practicum course was added.

Our former program prepared students for physician office coding and with the change from Medical Coding to Healthcare Coding students will be prepared to sit for exams in either physician or facility coding.

One advantage to this change is that once the Healthcare Coding Certificate program is completed, a student has already completed over half of the courses required in the Health Information Technology Associate of Applied Science degree program (see attached program comparison).

These changes were approved by the Curriculum Committee on April 18, 2012.

It was the president's recommendation that the Board approve the state alignment changes to the Medical Coding Certificate and to be renamed Healthcare Coding Certificate.

## **Resolution 2012-42**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the state alignment changes to the Medical Coding Certificate and to be renamed Healthcare Coding Certificate.

Upon motion by Charlie Boaz and second by Lori Kiblinger the above resolution was unanimously approved.

Fall 2012 CURRENT NCCC Medical Coding Certificate		KBOR <u>Healthcare</u> Coding Certificate		Revised NCCC Medical Coding Cert. to <u>Healthcare Coding Certificate</u>		Transition to NCCC HIT Degree	
ALHE 105 Medical Terminology	3	Medical Terminology	3	ALHE 105 Medical Terminology	<b>3</b> →	ALHE 105 Medical Terminology	3
ALMA 125 Human Body Health & Disease	3	Anatomy & Physiology	4-8	*BIOL 257/258 Anatomy & Physiology	5→	BIOL 257/258 Anatomy & Physiology	5
ALHT 225 Intro to ICD-9-CM	3	Pathophysiology	3-4	NURS 230 Pathophysiology	<b>3</b> →	NURS 230 Pathophysiology	3
ALMA 110 Medical Assisting I	3	Legal & Ethical Issues in Healthcare	3	ALHT 210 (name change) Legal & Ethical Issues in Healthcare	<b>3</b> →	ALHT 210 (name change) Legal & Ethical Issues in Healthcare	3
ALHT 230 Intro to CPT Coding	3	International Classification of Disease-10	3-4	ALHT 225 (name change) ICD-10	<b>4</b> →	ALHT 225 (name change) ICD-10	4
ALHT 145 Medical Coding Nat Exam Review	1	Introduction to Health Information	3	ALHT 110 Introduction to Health Information Technology	3→	ALHT 110 Introduction to Health Information Technology	3
Total	1 6	Reimbursement Methodologies	3-4	ALHT 150 (name change) Reimbursement Methodologies	<b>3</b> →	ALHT 150 (name change) Reimbursement Methodologies	3
		Healthcare Coding Practicum	<u>2-3</u>	ALHT 230 (name change) Current Procedural Terminology	<b>3</b> →	ALHT 230 (name change) Current Procedural Terminology	3
		Current Procedural Terminology	2-3	CSIS 100 Computer Concepts & Applications	<b>3</b> →	CSIS 100 Computer Concepts & Applications	3
		ICD-10 Procedural Coding Systems	<u>3</u>	ALHT 170 Electronic Health Record	<b>3</b> →	ALHT 170 Electronic Health Record	3
		Information Technology/Computer	3	ALHE 122 Intro to Pharmacology	<b>3</b> →	ALHE 122 Intro to Pharmacology	3
				ALHT 180 Healthcare Coding Practicum	2	Not required in HIT	
		Institutional Specific Electives	0- 12	ALHT 145 National Coding Exam Review	1	Not required in HIT	
		Total Credits	≤ 53	Total NCCC credit hours	39	ENGL 101 English Comp I	3
KEY: Core Courses						ALHT 221 Current Events in HIT	3
Recommended Competer Institutional Specific Elec						COMM 213 Interpersonal Communication	3
NCCC new course				*BIOL 111 prereq for A&P (or test out)	3	ALHT 256 Alternative Systems in HIT	3

# Medical Coding Program Healthcare Coding Program Health Information Technology Program

36

ALHT 220 Management & Supervision

PSYC 155 General Psychology ALHT 205 Healthcare Statistics

**ALHT 215 Quality Improvement** ALHT 200 HIT Clinical Affiliation I

ALHT 255 HIT Clinical Affiliation II

3 3

3 3

3

3

66

**Total Credits** 

# Healthcare Coding

The Healthcare Coding Certificate program of study prepares individuals for employment in coding positions including; physician offices, hospitals, outpatient surgery facilities, health departments and other areas where diagnosis and procedures are coded utilizing ICD-10 and CPT for reimbursement and reporting purposes. The courses in this program are offered online with the exception of Anatomy & Physiology.

Completion of this Healthcare Coding Certificate program will prepare students to sit for the Certified Physician Coding (CPC) and/or the Outpatient Hospital/Facility (CPC-H) examinations offered through AAPC and the American Health Information Management Association's (AHIMA) Certified Coding Associate (CCA) or Certified Coding Specialist (CCS) examinations.

http://www.aapc.com/certification/medical-codingcertification.aspx http://www.ahima.org/certification/credentials.aspx

#### Prerequisites

The student will need to be proficient in English; reading and writing. Some of the courses in this curriculum have specific prerequisites. Students are not required to take placement exams before enrollment in this certificate program.

#### **Program Staff Recommendation**

Students planning to work as a professional coder should also consider completing the Health Information Technology Associate of Applied Science degree program.

#### General Education (GE) Courses

Certificate students are not required to take specific elective courses for this program. But should work with an advisor to find an appropriate track for career objectives. Students are not required to take placement exams before enrollment. Students completing this program will earn credit hours that can be applied to the Associate in Applied Science (AAS) degree in Health Information Technology.

#### **Program Core Courses**

ALHE 105 Medical Terminology, BIOL 257/258 Anatomy & Physiology Lecture/Lab, NURS 230 Pathophysiology, ALHT 210 Legal & Ethical Issues in Healthcare

#### **Program Outcomes**

- 1. Demonstrate a thorough knowledge of anatomy, physiology pathophysiology and medical terminology.
- 2. Demonstrate a thorough knowledge of physician office and facility health data content, requirements and standards.
- 3. Demonstrate a thorough knowledge of physician office and facility clinical classification reimbursement methodologies.
- 4. Demonstrate a thorough knowledge of physician office and facility information technology and healthcare delivery.
- 5. Demonstrate a thorough knowledge of legal and ethical issues in healthcare.

#### **Course Sequence**

The listing that follows is a recommended sequence of courses for full-time students. The student should consult with an advisor for information specific to their academic situation and flexibility of course sequencing order

#### **Recommended Sequence of Courses**

#### Semester I

Semester 1		
CSIS 100	Computer Concepts and Applications	3
ALHE 105	Medical Terminology	3
ALHT 110	Intro to Health Information Technology	3
ALHT 210	Legal & Ethical Issues in Healthcare	3
	Total	12
Semester II		
*BIOL 257	Anatomy & Physiology Lecture	3
*BIOL 258	Anatomy & Physiology Lab	2
NURS 230	Pathophysiology	3
ALHE 122	Intro to Pharmacology	3
ALHT 225	International Classification of Disease (ICD)10	4
	Total	15
Semester III		
ALHT 230	Current Procedural Terminology	3
ALHT 170	Electronic Health Record	3
ALHT 150	Reimbursement Methodologies	3
ALHT 180	Healthcare Coding Practicum	2
ALHT 145	National Coding Exam Review	1
	Total	12
Total Certificate	e Credits	39

\*A&P has a prerequisite for General Biology: BIOL 111 or test out

#### **Optional Additional Study**

Students completing the Medical Coding certificate are encouraged to consider continuing their education to complete the Associate of Applied Science degree in Health Information Technology.

#### For more information contact:

Program Director Kathie Henton, BS, RHIT, CCS 620-431-2820 ext. 639 khenton@neosho.edu

## Agenda Item VIII-K: Non-Renewal of Administrator

At the April Board meeting the Board approved notifying Selina Wallace of their intent not to renew her employment contract for 2012-2013. The following resolution should be adopted to finalize the Board's decision to not renew the employment contract for Selina Wallace.

## **Resolution 2012-43**

The employment contract for Selina Wallace is not renewed for the 2012-2013 academic year. Pursuant to resolution duly adopted, the Board of Trustees of Neosho County Community College took action to give notice of the Board's intent to non-renew the employee's contract. The Director of Human Resources gave written notice to the employee prior to May 1 that it was the intent of the Board of Trustees not to renew the employment contract. After extensive consideration and thorough discussion, the Board has determined the employment contract should not be renewed. The Clerk of the Board of Trustees shall give to the employee, personally, or by certified restricted United States mail, a copy of this resolution.

Upon motion by Charlie Boaz and second by Patricia Griffith the above resolution was unanimously approved.

## Agenda Item VIII-L: First Reading – Board Policy Revision for Outside Employment

The purpose of this proposed policy revision is to clarify our outside employment policy. Much has changed in higher education since this policy was originally written.

Those full-time employees with outside jobs, whose work may overlap with regular College work schedules, will need to ask for permission on a yearly basis in this revision. It also requires College personnel to ask for permission to work for other higher education institutions where completion and developed College work product may be in question.

## Current

## **Outside Employment During School Months**

Contracted employees wishing to accept outside employment or to pursue selfemployment of a regular nature during such time as they are actually engaged in college-related duties must submit for the president's approval a written request to do so. Annually the president will evaluate the status of approved employment to determine if a significant change has occurred and whether approval will be continued. In general, outside employment is acceptable to the extent that the employment does not interfere with the employee's duties at the college.

## Proposed

## **Outside Employment**

As the primary employer, Neosho County Community College has a standard of employees providing their best effort in performing their duties and responsibilities. Providing best effort reinforces commitment to the mission, vision, and purposes of the College and in ensuring quality service to all constituents.

Outside employment for purposes of this policy shall include the following:

- 1. Employment that is directly or indirectly with another educational institution at any time the employee is party to an employment contract with the College;
- 2. Employment that is not with or for another educational institution and is during such time (semester, summer session or intersession) as the employee is actually engaged in college-related duties and that will require or potentially require the employee to work during any of the same hours that the employee's college employment duties will also require or potentially require the employee to work.

Full time employees wishing to accept outside employment or to pursue selfemployment (collectively "employment") of a regular nature that is defined in paragraph 1 or paragraph 2 above shall submit a written request for approval to the President of the College before accepting or commencing such employment. In general, outside employment that is not with another educational institution is acceptable to the extent that the employment will not, in the sole discretion of the President, interfere with the employee's duties at the College. Even if prior request for approval of employment is not required, the President may determine that such employment is interfering with the employee's duties at the College. In general, outside employment with another educational institution is not acceptable unless, in the sole judgment and discretion of the President, it will further the educational mission of the College.

If an outside employment request is approved by the President, and such outside employment is continuing, then the employee shall submit a written request to continue such outside employment each year before the next fall semester. Renewed or continuing approval by the President should not be considered automatic.

## Agenda Item VIII-M: First Reading – Board Policy Revision for College Holidays

The current Board of Trustees holiday policy specifically names the days that the College is closed and provides a paid holiday for the full-time employees. Over the past eleven years since the policy was last updated the Trustees have approved academic calendars that differ with Board policy, including adding a week-long Thanksgiving Break and deleting Presidents Day as a paid holiday. Occasionally Christmas Break is extended due to how it falls on the calendar. The four-day summer work week is not considered on the formula for the July 4<sup>th</sup> holiday mentioned in the policy.

The following policy revision allows the Board to adjust the paid holidays by approving the yearly academic calendar. The Trustees will have the flexibility to change the holidays whenever they adopt or amend the calendar. Nothing is being taken away from employees with this policy change. The current policy indicates 9 paid holidays in excess of Christmas Break and the academic calendar, which we have used for the past three years, has 10 holidays.

## **Current Policy**

Holidays (revised 6/14/01)

Paid vacation will be for the following days: Martin Luther King's Birthday President's Day Good Friday Memorial Day July Fourth (When this holiday falls on Saturday, the previous Friday will be considered the holiday. When it falls on Sunday, the following Monday will be considered the holiday.) Labor Day Thanksgiving Day, Wednesday preceding and Friday following Christmas Break (which shall begin December 24<sup>th</sup>, regardless of the day it falls on, and continue through January 1<sup>st</sup>. When January 1<sup>st</sup> falls on a Sunday, Christmas Break shall continue through January 2<sup>nd</sup>.)

## Proposed

Paid holidays will be determined by the Board of Trustees as part of the approval process for the College academic calendar.

## Agenda Item VIII-N: First Reading – Board Policy Revision for Non-renewal Notice

At the April 2011 Board meeting the Continuing Contract Law policy was updated because of changes in Kansas Statutes. It was the president's recommendation that the Non-Renewal Notice for Executive Administrators, Senior Administrators and Administrators be updated to coincide with professional employee's continuing contract law policy.

The Board asked that "on or before May 15" be changed to "within ten (10) days)."

## Non-Renewal Notice (added 09 08)

Written notice of the Board's intention to not renew the contract of employment of an Executive Administrator, Senior Administrator or Administrator (all referenced to as "Administrator" in this section) shall be given to the Administrator on or before <u>the third Friday in MayMay 1</u> of the year in which the term of the Administrator's contract expires. An Administrator shall give<del>n</del> written notice to the Board on or before <u>May 15</u> within ten (10) days of the Administrator's rejection of renewal of a contract of employment. Terms of a contract may be changed at any time by mutual consent of both an Administrator and the Board.

"Not renew the contract" or "non-renewal of the contract" means that an Administrator remains on duty to complete the term of a current contract but is not offered a contract for the subsequent contract, calendar or fiscal year. The Board reserves the right of the President or President's designee to relieve or suspend the Administrator of any or all contractual duties, with pay for the balance of the term of the Administrator's contract.

## Agenda Item VIII-O: First Reading – Board Policy Revision for Assistant Coach Policy

It was the president's recommendation that the Board clarify the Assistant Coach Policy by revising it to include the language that assistant coaches are part-time employees. Assistant coaches are not offered any benefits.

## Assistant Coach Policy (approved April 2000, revised May 2000)

Assistant Coaches are part-time employees. Each varsity sport will be allowed one assistant coach. If the sport recruits 28 or more student athletes (not including student managers), two assistant coaches will be allowed. In the event that the number of student athletes drops below 28 during a semester, the second assistant coach will be terminated within ten working days.

## Agenda Item IX: Adjournment

Upon motion by Lori Kiblinger and second by Charlie Boaz the meeting adjourned at 7:17 p.m. Respectfully submitted,

David Peter, Board Chair

Denise L. Gilmore, Board Clerk

## ATTACHMENT 1

## Faculty Senate Board Reportby Nathan Stanley10 May 2012

The Phi Theta Kappa chapters at both campuses received Five Star Awards (the highest award a chapter can achieve), and both chapters had members attend the International Convention in Nashville, Tennessee. Kevin Blackwell received an award for being an Outstanding New Advisor.

The 2012 Outstanding Graduate in a Non-Traditional Field, Quincy Dye, instigated the development of an elective course for nursing students who demonstrate leadership qualities. The syllabus for this new course has been discussed at the May Curriculum Committee Meeting. Quincy and a fellow student, Sarah Copeland, are hoping to develop a mentoring program using the materials and information from the NSNA (National Student Nurse Association) Leadership University website. Although the NSNA Leadership University is not a real university, candidates for the program must meet specific requirements. Candidates must exhibit the leadership attributes listed on the NSNA Leadership University website, be nominated by nursing faculty, and approved by the Director or Assistant Director of Nursing. Once in the program, students will be given the opportunity to develop and carry out projects that they will receive credit for. Once the student turns in the required projects to NSNA Leadership University, they can be recognized nationally for their efforts. Although the two students mentioned above will not get credit for efforts made this summer, they plan to begin the mentorship program at orientation on May 14<sup>th</sup> and throughout the summer. The nursing department plans to fully develop and implement the mentorship program in the fall.

Pam Covault reports that the first level nursing students will be spending May 9<sup>th</sup> in Garnett assisting with the Senior Olympics that is sponsored by Golden Heights Living Center—one of our clinical sites. In June, Deb Callahan and Nancy Carpenter will be attending a simulation seminar at Metropolitan Community College, and Linda Barrington will be attending the International Nursing Association for Clinical Nursing Simulation conference in San Antonio. Deb and Linda will have summer contracts (thanks to a KBOR grant) to build up simulation learning experiences for launching increased simulation throughout the entire nursing program in the fall.

Bobbie Forrest, our Construction Technology instructor, reports that they have finished and delivered cabin #1 to Greenbush. Many of you may have seen a report about it on the front page of the Tuesday, May 1<sup>st</sup>, issue of the Chanute Tribune. Mr. Forrest is very pleased that his program has finished ahead of Fort Scott Community College. NCCC's program will have finished both cabins ahead of them. Our program has also been selected to build Greenbush another cabin next year.

Nursing instructor Becky Rhone reports that she taught an elective course, Introduction to Wound Care, for the first time this year. Two of the students (second year nursing students) who took the course and work at Chanute Health Care have made it known to their nursing director that they were taking this class. As a result, the director of nursing from that facility has asked if the wound care class would be interested in presenting an in-service on wound care to her staff. The class has accepted that offer and they are planning to present on May 22<sup>nd</sup>.

## ATTACHMENT 2

## NCCC - ONLINE CAMPUS REPORT TO THE BOARD OF TRUSTEES

Thank you for the opportunity to share more exciting news from the Online Campus!

The Online Campus report given in December was designed to provide you with a better comprehensive understanding of Neosho County's online programs, courses and services, as well as the history of enrollment in online sections. During the course of that report, one of you asked about my personal goals and priorities for the Online Campus. I shared my belief that one of our most critical issues at this time is ensuring our online courses are providing students with a quality educational experience. Tonight, I would like to focus on that particular aspect of my position.

The responsibility to ensure quality academic experiences is really three-fold:

- Ensuring that students are prepared to utilize the technology available to them, mainly InsideNC.
- Ensuring that we are providing a quality educational experience in the online environment.
- Ensuring that instructors are prepared to use InsideNC. This includes training for every instructor, as well as specialized training for those teaching online courses.

## **Ensuring Student Success**

To help ensure student success at Neosho County, an emphasis is placed on advising, particularly when a student expresses an interest in online classes. The online environment may appeal to students because of the flexibility allowed in the student's schedule; however, not all students are well-suited to the online environment. Every Neosho County student should have a basic understanding of our portal and learning management system, InsideNC, regardless of whether or not he or she wishes to enroll in online courses.

To help prepare students for utilizing InsideNC, the Online Instruction Committee provides a variety of resources for students. A "**Getting Started with InsideNC**" paper guide was created several years ago and revised last academic year. A copy of this document is attached to this report. In addition, we have created a **Student Orientation to InsideNC** "class", NC105. Several video clips were created to demonstrate how to use InsideNC. Through NC105, students have an opportunity to learn to navigate InsideNC and after demonstrating their ability to do so, may request their electronic certificate. By obtaining this certificate before or at the beginning of the student's tenure at Neosho County, students are able to concentrate on their course material and concepts, rather than on the technology, once enrolled in classes.

When creating NC105, we identified the key technological skills we felt students needed to understand about InsideNC. The NC105 "assignments" are designed so that students master these skills while also learning about Neosho County policies. Specifically, three of the

"assignments" in NC105 focus on Neosho County's Academic Honesty policy, accepted rules of Netiquette, and the **Online Readiness Questionnaire**. This self-evaluation tool is designed to help the student determine if he or she is a good candidate for online courses at Neosho County. A copy of the Online Readiness Questionnaire is attached to this report. The assignments in NC105 are manually graded by three faculty members, working under the generic name, NC Instructor. There are two assignments which require students to communicate via email with NC Instructor and he also communicates back with them. Particularly during their first semester, it is not uncommon for students to email non-NC105 questions to NC Instructor, so we have discovered that we are really providing an extra benefit for students through this informal service.

## **Ensuring Quality Offerings – Evaluating Online Sections**

Two years ago, the college adopted Form D, a tool to evaluate Online and Hybrid sections offered at Neosho County. This evaluation tool mirrors the Best Practices of Online Courses document which was created several years ago. A copy of both documents is attached to this report. Form D is designed as both a self-evaluation tool as well as the supervisor's evaluation tool. The tool is designed to help facilitate a conversation between the instructor and the instructor's supervisor. A full-time instructor who teaches online will have an online course evaluated in conjunction with his or her regularly scheduled evaluations. Adjunct instructors who teach online are to have an online section evaluated as part of their annual review. The Negotiated Agreement includes guidelines for using Form D.

## Providing Training to Ensure All Instructors are Knowledgeable about InsideNC

Training instructors to utilize InsideNC is a complex matter for three primary reasons. First, there is the matter of how much the instructor needs to know, which can usually be determined by whether he or she is going to teach in a face-to-face classroom or in the online environment. Further, a parallel can be drawn to our students in that each instructor comes to NC with a variety of technological skills along with unique learning and adaptability factors.

A second reason for the complexity is the additional training and constant re-training that occurs. Many instructors begin with a basic understanding of how to utilize the Coursework and Gradebook portlets and possibly the Attendance portlet. These instructors continue to further their knowledge about InsideNC, based on their needs and comfort level, by learning additional skills, such as incorporating Forum discussions and videos in their classes, or how to manipulate the pages and content in their classes. In addition, Jenzabar is continually striving to improve eRacer, so we routinely upgrade the software once or twice a year.

The third issue that confounds instructor training is the sheer number of instructors at Neosho County coupled with the number of new instructors that are hired each year. We have utilized additional instructors each year to meet the increasing enrollment demands. While this is definitely a wonderful problem, it has placed stress on our resources in the area of instructor training. This is a critical need mostly because InsideNC is not intuitive and is therefore not very user-friendly when instructors first begin using it.

## Ensuring Instructor Success in the Online Environment

Teaching in the online environment requires a different skill-set than teaching in the face-to-face environment. While all instructors are concerned with student success, the way an instructor sets up an online class should vary from his or her face-to-face class because the two modalities are quite different. In conjunction with the Online Instruction Committee, I am developing an Online Instructor Certification "class", NC201, to help prepare instructors to teach in the online environment. This training will provide a combination of theory and best practices research with hands-on application of specific skills. In the absence of this formal certification process, I have provided training for instructors who are either new to the online environment or new to Neosho County. This training has been provided in a variety of ways including in-service sessions, small group, one-on-one, and webinars. In addition, this training often occurs over the telephone. There are also short video tutorials available on InsideNC for instructors to watch at their convenience.

## Ensuring Instructors are Prepared to Use InsideNC

Every instructor at Neosho County should have a basic understanding of InsideNC. Instructors are required to keep a full electronic Gradebook on InsideNC and many instructors also chose to record attendance through the Attendance portlet. Other responsibilities include using InsideNC to submit certification rosters and final grades to the Registrar. Advisors use InsideNC as part of the advising and enrolling process when working with advisees.

## Upgrades for eRacer

The last major upgrade was completed in December 2010 and included a new Forums portlet. We are currently preparing for another upgrade which will happen on May 21st and 22nd. This upgrade includes a complete re-write of the Coursework and Gradebook portlets. While the changes are designed to make eRacer more intuitive, those instructors who have been using the "old" method will experience some hurdles when adapting to the new system. I will be holding a variety of training sessions throughout the summer for instructors to help prepare them for the new system.

## A Look at the Numbers

It may interest you to see the number of instructors that we employ, and therefore, that we provide training for regarding InsideNC.

The following table summarizes the number of full-time and part-time instructors employed by Neosho County over the last four academic years. These numbers reflect only the designated "lead instructor" for classes. Therefore, the numbers may be a little low, particularly for part-time instructors. One of the reasons for this is that many courses are team-taught, particularly in Nursing.

Number of Instructors per Academic Year										
	Full-Time Part-Time Tota									
2008-2009	52	165	217							
2009-2010	54	165	219							
2010-2011	53	178	231							
2011-2012	54	194	248							

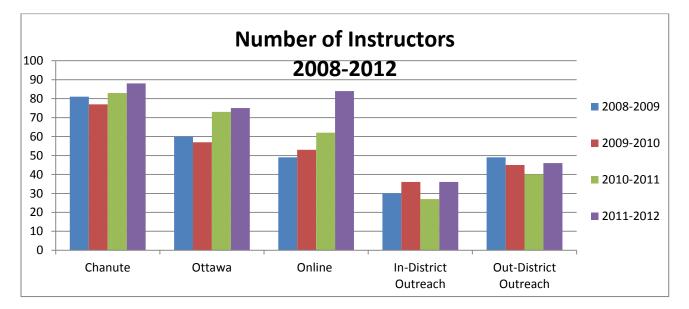
The previous chart shows a steady increase in instructors over the past four years. As previously mentioned, instructors do not typically need a complete overview of InsideNC every year, so I want to be clear that I am not claiming that I personally train over 200 faculty every year. I do provide support for every instructor in that I often receive phone calls and emails regarding InsideNC. In this respect, I work closely with Technology Services. If the instructor question is a "how to" issue, then it is typically handled by me. If the instructor reports an issue with how InsideNC is functioning, then it is typically handled by me.

In case you are wondering how many different instructors have been employed by Neosho County in the last four year, the following chart shows that number.

Number of Distinct Instructors									
	Full-Time	Full-Time Part-Time Total							
2008-2012	70	304	374						

The following data is included to show the locations experiencing the most increase in faculty over the past four academic years. All three of the main campus locations show an increase in number of instructors; however, this is clearly led by expansion in the Online Campus, which has experienced more than a 70% increase in instructors over the past four years.

The chart below visually shows growth in total numbers of faculty per location while the table on the next page shows the actual number of part-time and full-time instructors.



	Number of Instructors per Location															
	Chanute			Chanute Ottawa			Online			In-District Outreach			Out-District Outreach			
	Full- Time	Part- Time	Total	Full- Time	Part- Time	Total	Full- Time	Part- Time	Total	Full- Time	Part- Time	Total	Full- Time	Part- Time	Total	Yearly Total
2008-2009	38	43	81	13	47	60	22	27	49	6	24	30	0	49	49	283
2009-2010	38	39	77	10	47	57	21	32	53	8	28	36	0	45	45	275
2010-2011	38	45	83	13	60	73	22	40	62	6	21	27	0	40	40	285
2011-2012	39	49	88	15	60	75	30	54	84	10	26	36	0	46	46	329

The Yearly Totals in the above table reflect the fact that many of our instructors are teaching in more than one location. For instance, many full-time instructors teach classes on either the Chanute or Ottawa Campus as well as the Online Campus.

Also, I should note that all of the above figures are based upon an instructor's current status of part-time or full-time and that may have changed during the last four years.

## **Other Items**

## HLC Substantive Change Application for Distance Delivery

Last December, I shared the list of degree and certificate programs available in the online environment at Neosho County. When HLC changed the definition of distance education in July 2010, they allowed institutions to submit a batch list of programs offered via Distance Education. We took advantage of that opportunity, but knew that eventually we would also be required to submit the substantive change form for our overall online campus. Over Spring Break, Dr. Inbody received official notice from HLC that Neosho County was required to complete this change application so we will be submitting that for HLC's approval in June. Basically, HLC will be examining our institutional commitment to the online campus. Specific questions are geared toward our processes and procedures for institutional planning, instructional design, staffing for the online campus, including faculty support and student support services, and evaluation and assessment. In many regards, we will score favorably as our Online Campus shares the mission and goals of the entire institution and there are no discrepancies between the policies and procedures. The area of biggest concern for me, and I believe also for Jim and Dr. Inbody, is that of possibly appearing under-staffed with regard to training and faculty support and evaluating for quality assurances.

## New Online Courses

As a board, you recently adopted syllabi for two new Humanities courses, Ethics and Introduction to Logic. I wanted to share that both of these courses are slated to be developed for the online environment this summer. Ethics is currently scheduled to be taught online for the first time next Fall and Logic will be scheduled for the Spring semester.

## Jenzabar Annual Meeting (JAM)

Neosho County will be represented at JAM again this year. Nikki Peters, Registrar, Kevin Blackwell, Humanities Instructor, and I will be attending the conference at the end of May. Kevin Blackwell will be presenting a session on Integrating Slideshows in eRacer. His session description is included below. In addition, both Kevin and I will be participating in the new eRacer Customer Showcase sessions. Each of these two sessions will feature three to four classes from institutions across the nation. These classes were chosen because of their innovative ideas for delivering course content and engaging students in eRacer.

## Integrating Slideshows in eRacer by Kevin Blackwell

This session will focus on a practical, cost-effective method for integrating audio slideshow content in Jenzabar e-Racer utilizing PowerPoint and free Web 2.0 tools. Examples from an online World Geography class will be used to demonstrate the method.

## Jenzabar Regional User Group (RUG)

Neosho County will be hosting the Central RUG meeting next fall on the Ottawa Campus. The tentative date is Friday, October 5<sup>th</sup>. This event is designed for EX users from schools in Missouri, Kansas, Oklahoma, Arkansas and Texas. In conjunction with RUG, we are also working with Jenzabar to host their first-ever Teaching and Learning Institute which would be modeled after the Teaching and Learning track at JAM. These sessions would appeal to a wide variety of instructors from those whose schools are investigating using eRacer to those wanting to learn more in-depth ways to utilize eRacer and general best practices for online instruction.

Thank you for your time!

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## **Getting Started with InsideNC**

Password:

**InsideNC** is the learning management system that is used by ALL NCCC students to manage their college classes and coursework, whether they are on campus or taking only online classes. With InsideNC, you will be able to:

- Interact with your instructor and other students
- Find out information about assignments, projects, and download handouts
- Hand in assignments via e-mail and check your assignment/course grades
- Complete online assignments and tests
- · Participate in class discussions through chats and forums
- Register for future classes
- Get help for technical difficulties with InsideNC

## For those planning to take online classes:

Online classes can be much more demanding than classes on campus, because it's up to you to schedule your study time, hand in assignments at specific deadline and time limits, and take responsibility for learning the material. But this can also be an advantage if you want to fit the class into your time schedule and you are very motivated to master the class content.

You can find out if an online class is appropriate for you by taking our <u>Online Readiness Questionnaire</u>. The link to this questionnaire can also be found in the Campus News portlet on InsideNC. In the FAQs, you can also find out what kind of a computer and software you will need and the technical skills you need to complete an online class.

### For All NCCC Students – Basic Instructions for Using InsideNC

The link to InsideNC link is on the NCCC home web page near the top of the screen.

#### Logging on and off

The first time you log in to InsideNC, you will use your Student ID number as your Username and the last four digits of your social security number for your Password. If you want to change this password to another password, you can do this at the "Personal Info" link beside your name after you have logged onto your account. Be careful to create a password that you will be able to remember, but not one that is your name or Student ID number. And don't give this out to anyone else -- this is your account only, and it should not be shared! If you forget your password, click on "I forgot my password," which is located in the black bar next to the log-in textboxes. Always remember to log out of your account by clicking on the "Log Out" button next to the log-in textboxes.

#### InsideNC Home Screen

The first screen you see after you have logged in is the Your Personal Home Page (see below). Important areas on the <u>left side</u> of the screen are:

Course Schedules -- links to a page where you can look for classes that fit your schedule.

My Courses—these are the courses you are currently taking. To "enter" each class, click on the class course number/class title.

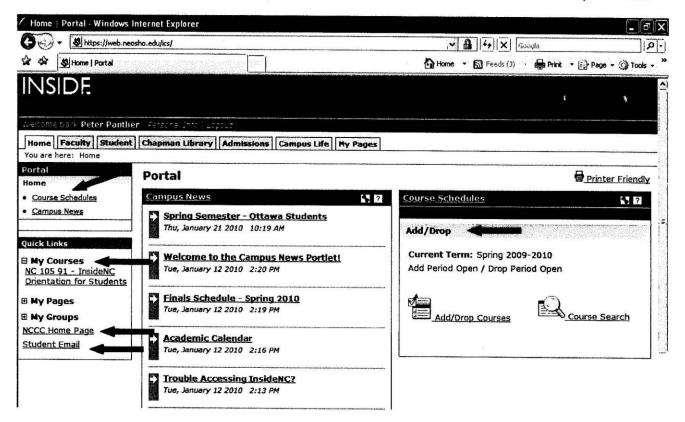
NCCC Home Page - takes you back to NCCC's Home Page

Student E-mail account -- set up your student e-mail account and access your student e-mail account here.

**Campus News** – important campus information about classes, school closings, campus activities, and passwords for library databases is in the center of the Home Screen.

Important areas on the right side of the screen:

Add and Drop -- These access points allow you to add and drop class if it is within the Add and Drop time limit.



### Navigating in InsideNC

Normally, when you want to go back to the previous page viewed on the Internet, you use the blue Internet Explorer browser button in the left-hand corner of the screen. DO NOT USE THIS while in InsideNC. If you use the blue browser button to go back to the previously viewed page while you are in InsideNC, it will take you out of InsideNC and you will have to log on again. So, while you are in InsideNC, always use the following ways to go back to a previous page: links on the InsideNC web page, menus on the left of the page, tabs across the top of the page, and the navigating search string under the tabs.

#### Navigation Search String

INSIDE	
Weissure back Peter Panther - Seranta (11/2) Logout 1	
Home Academics Faculty Student Chapman Library Admissions Staff Info Campus Life Alumni Finances	
You are here: Academics > Non-Credit - NC > InsideNC for Students > NC 105 FD - InsideNC for Students > Main Page -	Navigating Search String
NC 105 FD - InsideNC	

#### <u>Tabs</u>

Tabs across the top will take you to other pages with important information like Admissions, Financial Aid, and Library resources:

Welcome doby Feler Fundrer (Felsonar bitor) 200001)											
Home Academics	Faculty	Student	<b>Chapman Library</b>	Admissions	Staff Info	Campus Life	Alumni	Finances	My Pages		labs
ou are here: Academi	cs > Home										

#### Course Navigation

Once you have clicked on the link to one of your classes under "My Courses," its course home screen will be displayed:

INSIDE		
Welcome back Peter Panth	er ( Personal Info   Logout )	
	Student         Chapman Library         Admissions         Staff Info         Campus Life         Alumni           Ion-Credit - NC > InsideNC for Students > NC 105 FD - InsideNC for Students and Page         Non-Credit - NC > InsideNC for Students > NC 105 FD - InsideNC for Students and Page         Non-Credit - NC > InsideNC for Students > NC 105 FD - InsideNC for Students and Page         Non-Credit - NC > InsideNC for Students > NC 105 FD - InsideNC for Students and Page	Finances My Pages
NC 105 FD - InsideNC for Students Hain Page • <u>Welcome</u>	NC 105 FD - InsideNC for Students	ted Press Play.
<u>To Get Started Press</u> <u>Play.</u>	InsideNC Orientation	AT Q Seal
Coursework		
Help Files Course Information Attendance Gradebook Murch Links My Courses My Pages My Groups NCCC Home Page Student Email	<ul> <li>Welcome to the InsideNC Orientation.</li> <li>The purpose of this course is to provide an overview of the different components of msideNC. For each "assignment", you will find a video demonstration, plus a help document. These resources wil be available to you as long as you are a student at Neosho County.</li> <li>When you have completed all the assignments, you will receive a certificate of completion. It is your responsibility to keep track of this certificate. You may have multiple instructors request a copy while you are enrolled at NC.</li> </ul>	

You will access your coursework, connect with classmates and your instructor, and manage your classes through the following links on the left side of the screen:

**Coursework** – You will find most of your assignments in the Coursework section. Click on the name of the assignment to see a description and instructions for the assignment, its format and due date.

**Collaboration** – Forum and Chat assignments are the class discussion components of the course and take place in this section under the "Forums" and "Chat." Even if a Forum assignment is listed under Coursework, it actually takes place in the Forum page in Collaboration. Also, the InsideNC Chat Rooms operate in a pop-up window, so you may need to adjust your pop-up blocker settings.

Help Files – You can find documents and videos to help you navigate InsideNC here.

**Course Information** – This link provides a description of the class, contact information for your instructor, as well as office hours and other helpful information.

Attendance & Gradebook – You will find your attendance for the course and grades for specific assignments on these links. The system does not grade assignments automatically, so your grade will be a zero until your

instructor has had the opportunity to grade it.

Handouts and Web Bookmarks – This list of downloadable handouts and web links for your course may be found here, but many instructors are listing handouts and bookmarks on separate pages for each unit in a course. Find out from your instructor where to find these important resources. Make sure you disable your pop-up blocker before using this section, as it may prevent handouts from downloading.

## **Technical Problems:**

• When you encounter technical difficulties associated with Inside NC, please e-mail the problem to webhelp@neosho.edu. Please include the following information in order to speed up the troubleshooting:

- The course name and number AND the specific name of the assignment or forum
- The time you encountered the problem
- Exactly what you were doing when you encountered the problem
- Copy and paste any error message you receive

## **FAQs**

## Is an online class a good "fit" for me?

Take the <u>Online Readiness Questionnaire</u> to see online courses might be a good option for you. This link can also be found in the Campus News on InsideNC.

## What kind of a computer and software do I need to complete an online class?

1.5 mb Internet connection (high-speed connection recommended)
 SoundBlaster or compatible sound card with headphone or speaker capability
 XGA 16 bit color monitor, 1024 x 768 resolution recommended/ 800x600 required

<u>Windows:</u> Pentium IV (or equivalent) or better recommended with 256 MB RAM or higher Windows XP or later <u>Macintosh:</u> PowerMac with 256 MB RAM or higher; G3 or G4 processor Mac OS 9.2 or higher (Mac OS 10.2 or higher recommended)

## What technical skills do I need to take an online class?

- Internet usage;
- E-mail capability, particularly the ability to attach documents/files to an e-mail message;
- Familiarity with media players, particularly Windows Media Player, RealPlayer, and QuickTime;
- Familiarity with Microsoft Office software (especially Word and PowerPoint)

## Where can I find out more about being successful in taking online courses?

<u>100 Things Every Online Student Ought to Know</u> by F. L. Christ, & L. R. Ganey (2003, Williamsville, NY: Cambridge-Stratford Study Skills Institute) is an excellent resource. Are you ready to take an online class? Complete the questionnaire below to find out. Your score will give you an idea of your readiness for the special environment of online learning:

- 1. My computer skills are:
  - Oa. High. I am comfortable with electronic mail, webbrowsing and various software programs.
  - Ob. Moderate. I am okay if there isn't too much typing and special software.
  - Oc. Low. I don't like using a computer and I am a novice on most programs.
- 2. My typing skills are:
  - Oa. Very good.
  - Ob. Average.
  - c. Very bad. I don't enjoy typing.
- 3. When asked to use computers or other new technologies:
  - Oa. I am excited about trying things out and learning new skills
  - $\bigcirc$ b. I am a little nervous but I try things out anyway.
  - Oc. I feel anxious and try to avoid doing it.
- Given my busy schedule, the amount of time I have to devote to an online class is:
  - Oa. 9 to 12 hours per week
  - Ob. 4 to 8 hours per week
  - Oc. 0 to 3 hours per week

- 5. I would classify myself as someone who:
  - Oa. Jumps in and gets things done ahead of time.
  - Ob. Need some reminding to get things done on time.
  - $\bigcirc$ c. Procrastinates and put things off until the last minute.
- 6. I expect my instructors to:
  - O a. Give me written feedback so I can improve my course performance.
  - Ob. Give me written feedback with some oral explanation to help me clarify some points.
  - Oc. Talk to me so I can really understand the material.
- 7. I expect my instructors to:
  - Oa. Give me comments within a week so I can review what I did.
  - Ob. Give me comments within a day or two or I forget what I did.
  - Oc. Give me comments right away or I get frustrated.
- 8. Who is most responsible for my learning and academic success?
  - Oa. I am ultimately responsible.
  - Ob. My teacher and I share equal responsibility.
  - Oc. My teacher is the most responsible for what and how much I learn.

- 9. When it comes to asking questions...
  - Oa. I am comfortable approaching an instructor for assistance.
  - Ob. I am a little uncomfortable but I understand that is part of understanding the course.
  - Oc. I rarely ask for assistance even when I know I need it.

SCORE: 0\_\_\_\_\_

If you scored 36 to 45 points you are ready to take an online course and you should do well in a learner based environment.

If you scored 27 to 35 points, an online course may work for you but you might need to make some adjustments in your schedule and study habits.

If you scored below 27 points, an online course is probably not the best alternative for you at this time. The following are the guidelines for online courses offered at Neosho County Community College. These were researched and compiled from best practices.

## **COURSE OVERVIEW AND INTRODUCTION**

Navigational instructions make the organization of the course easy to understand.

- A course "tour"
- Clear statements about how to get started in the course
- A "Scavenger hunt" assignment that leads students through an exploration of the different areas of the course areas.
- Required face-to-face meeting
- Phone call

#### A statement introduces the student to the course and to the structure of the student learning.

- The course schedule (self-paced, following a set calendar, etc.)
- · Course sequencing, such as a linear or random order
- Types of activities the student will be required to complete (written assignments, online self-tests, participation in the discussion board, group work, etc.)
- Course calendar with assignment and test due dates
- Preferred mode of communication with the instructor (email, discussion board, etc.)
- Preferred mode of communication with other students
- Testing procedures (online, proctored, etc.)
- Procedure for submission of electronic assignments
- Make available in several formats and locations

#### Netiquette expectations with regard to discussions and email communication are clearly stated.

- Rules of conduct for participating in the discussion board
- Rules of conduct for email content
- "Speaking style" requirements, (i.e. use of correct English required as opposed to net acronyms)
- Spelling and grammar expectations.

#### The self-introduction by the instructor is appropriate.

- Information on teaching philosophy
- Past experiences with teaching online classes
- Personal information such as hobbies, etc.
- A photograph

#### Students are requested to introduce themselves to the class.

The student introduction helps to create a supportive learning environment and a sense of community. Students are asked to introduce themselves and given guidance on where and how they should do so. Instructors may ask students to answer specific questions (such as why they are taking the course, what concerns they have, what they expect to learn, etc.) or may choose to let the student decide. Instructors may provide an example of an introduction and/or start the process by introducing themselves.

## Minimum technology requirements, minimum student skills, and, if applicable, prerequisite knowledge in the discipline, are clearly stated.

Technology requirements may include information on Hardware, Software and plug-ins, ISP requirements.

Examples of technology skills may include the capability to:

- Use email with attachments
- · Save file in commonly used word processing program formats (e.g. MS Word)
- Use MS Excel or other spreadsheet programs

Discipline knowledge prerequisites should include academic course prerequisites.

## **LEARNING OUTCOMES**

## The learning outcomes of the course are clearly stated and understandable to the student.

Students can easily grasp the meaning of the learning objectives. Use of jargon, confusing terms, unnecessarily complex language, and puzzling syntax are avoided.

## Instructions to students on how to meet the learning objectives are adequate and easy to understand.

- Module-based or weekly assignment pages in narrative, bulleted list, or chart form, indicate a list of steps that guide the student to meet learning objectives for each week
- · Information indicates which learning activities, resources, assignments, and assessments support the learning objectives
- Policies concerning penalties, inactivity, withdrawal from course, etc.
- Instructions found in multiple locations on the course

### ASSESSMENT AND MEASUREMENT

### The grading policy is transparent and easy to understand.

A list of all activities, tests, etc. that will affect the students' grade is included at the beginning of the course.

## Instructor keeps students informed of grades on assessments and the class as a whole in a timely manner, based on instructor-specified timeline.

- Instructor participation in a discussion assignment.
- Writing assignments that require submission of a draft for instructor comment and suggestions for improvement.
- Self-mastery tests and quizzes that include informative feedback with each answer choice.
- Interactive games and simulation that have feedback built in.

## The types of assessments selected and the methods used for submitting assessments are appropriate for the distance learning environment.

Examples that DO meet the standard:

- Submission of text or media files by email or 'drop box'
- Exams given in a proctored testing center-
- Quizzes with time limitations, printing disabled, and other security measures.
- Multiple assessments which enable the instructor to become familiar with individual students' work and which discourage "proxy cheating" (someone other than the student completing and submitting work)

Examples that do NOT meet the standard:

- Required assessments that cannot be submitted online, such as a lab practicum in a science course.
- A course in which the entire set of assessments consists of 5 multiple choice tests taken online, with no enforced time limit, the print function enabled, and minimal security features in place.

## **RESOURCES AND MATERIALS**

## Instructional materials are presented in a format appropriate to the online environment, and are easily accessible to and usable by the student.

- Textbooks and/or CDs, include titles, authors, publishers, ISBN numbers, copyright dates, and information as to where copies can be obtained
- A navigation button is devoted to "Resources" and appropriately tied in with the overall course design
- Required software plug-ins are listed, along with instructions for obtaining and installing the plug-ins.

Examples of some visual format problems:

- Text size may be too inconsistent for typical View/Text Size setting
- Large text files are presented without table of contents or unit numbering
- Multimedia files require plug-ins or codecs students do not have
- Science lab courses may include learning activities that are not easy to format for online learning.

#### **LEARNER INTERACTION**

## Learning activities foster instructor – student, content – student, and, if appropriate to this course, student – student interaction.

- Instructor student (consider for ALL courses): Self-introduction; discussion postings and responses; feedback on project assignments; evidence of one-to-one e-mail communication, etc.
- Student content (consider for ALL courses): Essays, term papers, group projects, etc. based on readings, videos, and other course content; self-assessment exercises; group work products, etc.
- Student student (if appropriate to this course): Group projects, threaded discussions, chat, etc., used to foster studentto-student interaction. Instructor should monitor interaction whenever possible and appropriate.

## Clear standards are set for instructor response and availability (turn-around time for email, grades posted etc.)

Information clearly indicates instructor response time for key events and interactions, including e-mail turnaround time, time required for grade postings, discussion postings, etc. Standards also include instructor availability, including e-mail response time (24-48 hours if possible), degree of participation in discussions, and availability via other media (phone, in-person) if applicable.

#### The course design prompts the instructor to be present, active, and engaged with the students.

- An actively used and well organized instructor-facilitated discussion board.
- Optional "electronic office hours" provided in the chat room or chat sessions on selected topics, archived/edited and
  posted as a FAQ for other students
- An invitation for the class to email the instructor with individual concerns
- · Current announcements, either in the classroom or via email.

## **COURSE TECHNOLOGY**

## The tools and media enhance student interactivity and guide the student to become a more active learner.

- Automated 'self-check' exercises requiring student response
- Animations, simulations, and games that require student input
- Software that tracks student interaction and progress.
- Use of discussion tools with automatic notification or 'read/unread' tracking feature

#### Technologies required for this course are either provided or easily downloadable.

For this standard, the term "technologies" may cover a range of plug-ins such as Acrobat Reader, media players, etc. In addition, courses may require special software packages (spreadsheets, math calculators etc.). Clear instructions tell how students can obtain needed plug-ins and software packages.

#### Instructions on how to access resources at a distance are sufficient and easy to understand.

Online students need to know about and be able to obtain access to educational resources by remote access. Information on these resources is readily visible with clear instructions on how to access these resources.

- The instructor mails to students a custom CD he has prepared for the course-
- An explanation of how to obtain full text journal articles is provided in the assignment that requires their use

## **LEARNER SUPPORT**

The course instructions articulate or link to a clear description of the technical support offered.

- A clear description of the services, including a link to a technical support website.
- · An email link to an online learning helpdesk.·
- A phone number for an online learning helpdesk.
- A clear description of the academic support services and how to access them..
- A link to the academic support website, along with a definition of academic support.
- Link to the library

### ACCESSIBILITY

#### Web pages have links that are self-describing and meaningful.

- All file names and web hyperlinks have meaningful names. For instance, the link to take a quiz should say "Take Quiz 1", not "click here".
- Icons used as links should also have HTML tags or an accompanying text link
- Instructor checks to make sure links are active and appropriate.

## Form D Online or Hybrid Course Evaluation

Course Code & Section	Click here to enter text.	Course Name Date Submitted	Click here to enter text.
Instructor's Name	Click here to enter text.		Click here to enter a date.
Course Start Date	Click here to enter a date.	Course End Date	Click here to enter a date.
Check One:	Conline Course		Hybrid Course
Check One:	□ Self-Evaluation	Peer Evaluation	Supervisor Evaluation

For further explanations on these guidelines please refer to the NC Best Practices for Online Courses document.

Excellent	Above Average	Satisfactory	Needs Improvement	Unsatisfactory	COURSE OVERVIEW AND INTRODUCTION
Γ	Г		E	Γ.	Navigational instructions make the organization of the course easy to understand.
Г.	Г	Γ	Г	Г	A statement introduces the student to the structure of the course.
<b>r</b> 7	Г	Γ.	Г	1	Netiquette expectations with regard to discussions and email communication are clearly stated.
<b>r</b>	Г	graduati 1	Г	Г	The self-introduction by the instructor is appropriate.
Г	<b>F</b> .5	<b>F</b>	Γ	Г	Students are requested to introduce themselves to the class.
r	Г	<b>.</b>	Γ.	Γ	Minimum technology requirements, minimum student skills, and, if applicable, prerequisite knowledge in the discipline, are clearly stated.

Click here to enter comments.

Excellent	Above Average	Satisfactory	Needs Improvement	Unsatisfactory	LEARNING OUTCOMES
Γ	Г	Г	Г	<b>.</b>	The learning outcomes of the course are clearly stated and understandable to the student.
Г	E	Г	Г	1.3	Instructions to students on how to meet the learning objectives are adequate and easy to understand.

Click here to enter comments.

Excellent	Above Average	Satisfactory	Needs Improvement	Unsatisfactory	ASSESSMENT AND MEASUREMENT
Г	1	Г	<b>F</b>	Γ	The grading policy is transparent and easy to understand.
Γ.	Γ	Γ	r	Γ	Instructor keeps students informed of grades on assessments and the class as a whole in a timely manner, based on instructor-specified timeline.
13	Γ.	E	E	<b>F</b> .:	The types of assessments selected and the methods used for submitting assessments are appropriate for the distance learning environment.

Click here to enter comments.

Excellent	Above Average	Satisfactory	Needs Improvement	Unsatisfactory	RESOURCES AND MATERIALS
<b>F</b>	F	<u> </u>	<b>m</b>		Instructional materials are presented in a format appropriate to the
1. and 1.	1	a contra	112	1	online environment, and are easily accessible and usable by the student.

Click here to enter comments.

Above		Needs			
Excellent · Average	Satisfactory	Improvement	Unsatisfactory	LEARNER INTERACTION	

Г	Г	Г	Г	Г	Learning activities foster instructor-student, content-student, and student-student interaction.
Г	Г		Г	Г	Clear standards are set for instructor response and availability (turn- around time for email, grades posted etc.)
Г	Г	Г	Г	Г	The course design prompts the instructor to be present, active, and engaged with the students.

## Click here to enter comments.

Excellent	Above Average	Satisfactory	Needs Improvement	Unsatisfactory	COURSE TECHNOLOGY
Г	Г	r –	Г	Г	The tools and media enhance student interactivity and guide the student to become a more active learner.
Г	Г	Г	Г	Г	Technologies required for this course are either provided or easily downloadable.
Г	Г	Γ.	Г		Instructions on how to access resources at a distance are sufficient and easy to understand.

Click here to enter comments.

Excellent	Above Average	Satisfactory	Needs Improvement	Unsatisfactory	LEARNER SUPPORT
Г	Γ-		Г	Г	The course instructions articulate or link to a clear description of the technical support offered.

Click here to enter comments.

Excellent	Above Average	Satisfactory	Needs Improvement	Unsatisfactory	ACCESSIBILITY
г	Г	Г	Г		Web pages have links that are self-describing and meaningful.

Click here to enter comments.

## This section to be used during self-evaluation and supervisor evaluation:

OVE	Unsatisfactory	Needs Improvement	Satisfactory	Above Average	Excellent
Instructor's interest and enthusiasm for teaching this co	Г	Г	Г	Г	Г
Overall rating of instructional technic	Г	Γ.,	Г	Г	Г

Click here to enter comments.

## **ATTACHMENT 3**

## **Projects Report to the Board of Trustees Vice President for Operations** Ben Smith May 10, 2012

### A. Drainage-Detention Pond/Issues with city of Chanute

- a. 10th street right-of-way on tonight's agenda
- b. Working on easement for the north detention basin –we already have an approved MOU covering the basin
- c. Met with city manager and staff this morning on north detention basin and city started project

### **B. Softball Field/Road/Parking project**

- a. Rough grading nearly complete
- b. Should start road base next week
- c. Water main tap complete; needs connection to loop
- d. Sewer tap complete
- e. Electrical service for dugouts complete
- f. Still completing communication loops
- g. Dugout footings complete; pour dugout floors next week; masons following week; then curbs/gutters; then sidewalks
- h. Based on schedule, recommended change-orders to add tasks previously to be completed by construction class; recommend deletion of retaining wall to offset some of add costs; construction class to augment project with dugout/locker room lockers and cabinets

#### **C. Student Union/Gym Restrooms**

- a. Demo of gym showers/restrooms essentially complete
- b. Plumber rough-in complete; HVAC working now
- c. Masons should start SU restrooms next Monday; about one week
- d. Tile installers scheduled following week

#### **D.** Fire Suppression – Sprinkler System

- a. Water main/sprinkler loop service nearly complete; cored tunnel this morning
- b. Inside gym now, then boiler room/other areas
- c. Scheduled inside for May 1 May 31; sub indicates next week.

### E. Gym Floor

- a. Final artwork approved
- b. Scheduled for June 1 July 14

## **F. Bleachers**

- a. Scheduled for July 16 July 27; removed and replaced wall graphics today
- b. Working on bleacher railings

### G. NeoKan 24-Hour Study Lounge

a. Nearly complete – waiting on flooring installation

## H. Bideau Movie Lounge a. Planned for June 1 start

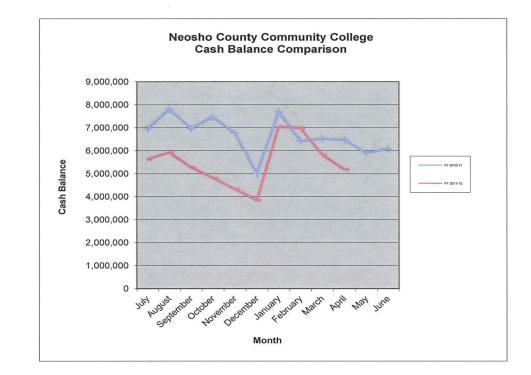
## **ATTACHMENT 4**

#### TREASURER'S MONTHLY FINANCIAL STATEMENT NEOSHO COUNTY COMMUNITY COLLEGE For the Period April 1, 2012 to April 30, 2012

FUND	FUND	BEGINNING	RECEIPTS	JOUNRAL	DISBURSEMENTS	ENDING
	DESCRIPTION	BALANCE		ENTRIES		BALANCE
		3/31/2012	APRIL	APRIL	APRIL	4/30/2012
02	Postsecondary Technical Education Reserve	25,830.00	420.00		0.00	26,250.00
07	Petty Cash Fund	1,069.30	0.09	0.00	0.00	1,069.39
08	General Fund Deferred Maintenance	74,364.14	110.00	-101.46	-408.72	73,963.96
09	General Fund Equipment Reserve	420,900.59	0.00	0.00	0.00	420,900.59
10	General Fund UnencumberedFund Balance	1,000,000.00	0.00	0.00	0.00	1,000,000.00
11	General Fund	371,928.04	123,429.36	385,788.25	-722,189.13	158,956.52
12	Postsecondary Technical Education Fund	706,772.83	76,036.89	-420.00	-141,808.49	640,581.23
13	Adult Basic Education Fund	37,337.85	100,185.44	0.00	-94,224.25	43,299.04
14	Adult Supplementary Education Fund	1,138.81	313.00	0.00	-1,197.25	254.56
16	Dorm-Student/Union Fund	804,762.83	57,689.12	-338,807.93	-92,063.79	431,580.23
17	Bookstore Fund	-116,938.55	26,331.09	0.00	-23,295.48	-113,902.94
21	College Workstudy Fund	-188.50	0.00	0.00	-5,162.04	-5,350.54
22	SEOG Grant Fund	0.00	450.00	0.00	-450.00	0.00
23	ACG Grant Fund	0.00	0.00	0.00	0.00	0.00
24	Pell Grant Fund	402.00	124,443.00	0.00	-130,260.00	-5,415.00
25	Student Loans Fund	-226,835.00	369,366.00	0.00	-142,531.00	0.00
31	Title III Grant	-21,124.89	21,108.62	420.00	-20,991.08	-20,587.35
32	Grant Funds	-121,907.80	188,449.15	0.00	-115,808.16	-49,266.81
51	Library Bequest Fund	1,187.96	0.00	0.00	-158.00	1,029.96
52	Snyder Chapel Fund	205.64	0.00	0.00	0.00	205.64
61	Capital Outlay Fund	53,870.19	0.00	0.00	0.00	53,870.19
65	Student Union Revenue Bond Reserve	630,776.84	0.00	338,909.39	-338,909.39	630,776.84
70	Agency Funds	2,171,019.16	343,009.71	-385,788.25	-237,744.66	1,890,495.96
90	Payroll Clearing Fund	0.00	0.00	0.00	0.00	0.00
	TOTALS	\$5,814,571.44	\$1,431,341.47	\$0.00	-\$2,067,201.44	\$5,178,711.47
	Checking Accounts					\$1,717,374.51
	Investments					\$3,459,736.96
	Cash on Hand					\$1,600.00
	Total					\$5,178,711.47

T:\Board of Trustees Updates\2012-05-10\Treasurer's Report-April 5/10/2012





C:\Users\gjbeeman\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content. Ordgebt\36ASGNLZ\Cash Balance Trend Chart (4).xls

## **ATTACHMENT 5**

## PRESIDENT'S REPORT

May 10, 2012

Good Evening Trustees. Here are a few items of interest.

#### ENROLLMENT

Final numbers are not yet in for spring or for the '11-'12 college year, but right now the "live" report puts us up 12.68% for the year. By mid-May I should have the final numbers to share with you.

Summer enrollment is not as positive. We are down 10.91% when compared with summer 2011. As you can see, it is in Chanute and IDO where most of the decrease has occurred with just online holding steady. We still have a few weeks to build this back up, so we have increased advertising and given flyers to most of our service area high school students.

Fall enrollment is up 13.82% right now which is great news. It is MANY weeks until fall begins and it is too early to tell if this is a permanent number or just an artifact of the calendar, but we will keep an eye on it as the summer progresses.

			SPRING SEM	ESTER 2012		
CAMPUS	YEAR CODE	TERM CODE	RUN DATE	STUDENT TOTAL	CREDIT HOUR TOTAL	% INCREASE OR DECREASE
TOTAL	2010	50	5-11-11	2815	17685	
TOTAL	2011	50	5-10-12	3133	19927	12.68%
CHANUTE	2010	50	5-11-11	629	5680.5	
CHANUTE	2011	50	5-10-12	709	6345	11.70%
OTTAWA	2010	50	5-11-11	744	5103	
OTTAWA	2011	50	5-10-12	852	5786	13.38%
	ļ]					
ONL	2010	50	5-11-11	924	4206	
ONL	2011	50	5-10-12	1049	5079	20.76%
ODO	2010	50	5-11-11	252	1312	
ODO	2011	50	5-10-12	249	1118	-14.79%

69

IDO	2010	50	5-11-11	266	1383.5	
IDO	2011	50	5-10-12	274	1599	15.58%

## SUMMER SEMESTER 2012

CAMPUS	YEAR CODE	TERM CODE	RUN DATE	STUDENT TOTAL	CREDIT HOUR TOTAL	% INCREASE OR DECREASE
TOTAL	2011	10	5-11-11	1128	5012.5	
TOTAL	2012	10	5-10-12	1064	4465.5	-10.91%
CHANUTE	2011	10	5-11-11	188	733.5	
CHANUTE	2012	10	5-10-12	149	505.5	-31.08%
						-
OTTAWA	2011	10	5-11-11	339	1541	
OTTAWA	2012	10	5-10-12	325	1429	-7.27%
ONL	2011	10	5-11-11	515	2193	
ONL	2012	10	5-10-12	520	2191	09%
ODO	2011	10	5-11-11	47	274	
ODO	2012	10	5-10-12	44	259	-5.47%
IDO	2011	10	5-11-11	39	271	
IDO	2012	10	5-10-12	26	81	-70.11%

#### FALL SEMESTER 2012

CAMPUS	YEAR CODE	TERM CODE	RUN DATE	STUDENT TOTAL	CREDIT HOUR TOTAL	% INCREASE OR DECREASE
TOTAL	2011	30	5-11-11	809	6369	
TOTAL	2012	30	5-10-12	935	7249	13.82%
CHANUTE	2011	30	5-11-11	243	2884	
CHANUTE	2012	30	5-10-12	274	2974	3.12%
		1				
OTTAWA	2011	30	5-11-11	260	1998	
OTTAWA	2012	30	5-10-12	294	2456	22.92%
ONL	2011	30	5-11-11	291	1376	
ONL	2012	30	5-10-12	344	1648	19.77%

ODO	2011	30	5-11-11	8	50	
ODO	2012	30	5-10-12	10	56	12.00%
IDO	2011	30	5-11-11	7	61	
IDO	2012	30	5-10-12	13	115	88.52%

#### **UPWARD BOUND RENEWED!**

Great news here! The Upward Bound grant has been renewed for an additional five years at \$250,000 a year. Amounts may change from year to year, but it will be in the neighborhood of \$1.25 million dollars total award. The grant employs three people and focuses on those students who are at risk for not attending post-secondary education and works with them to establish educational goals.

## SERVICE AWARDS

Every year the College holds a service awards ceremony and gives plaques and other gifts to employees that have served a milestone period. Below is a list of this year's recipients:

#### **5 Year Award**

Mindy Ayers Sarah Cadwallader Debra Callahan Michael Campbell Bart Chaney Jeremy Coombs Jennifer Daisy Stephanie Guinotte Steve Harrison Janet Mitchell Susan Rhodes **Dwight Smith** Rena Snyder Damon Solomon Nathan Stanley Amber Vail **10 Year Award** Mark Eldridge Susan Haddan

15 Year Award Brenda Krumm

20 Year Award Pam Covault

35 Year Award Joan LaRue

**Retirement** Ann Neff

## MOU WITH THE FOUNDATION

You may recall that I am requiring the athletic department to raise 10% of the cost of additions or remodels to their facilities. The department has agreed to do this over a period of five years. However, the money is needed soon to pay for the advancements. The NCCC Foundation has agreed to lend the College \$68,000 and then require the coaches to pay them back. (Please note that the softball program has raised \$10,000, so the total requirement from the athletic department is \$78,000.) The MOU will be on the June agenda.

## OUR TIME UPDATE

After our retreat in April the senior staff updated the Our Time plan based on your input. We are in the process of updating the Facilities Master Plan and should have that ready for approval this summer. The new plan without borrowing adds some years to the projects. In addition I am suggesting that we change the order a bit and move up the Sanders Hall renovation ahead of the building of the new Student Services facility. If not, Sanders will stay 1968 for the next ten years. It will be the only building that has not had a substantial renovation after we finish Stoltz in 2014.

### LEGISLATIVE UPDATE

The legislative situation is changing too fast today to type up what is happening. I will give a verbal report.

# COUNTY VALUATION

The County held a meeting this week and sent out some disturbing information. They believe that if the redefinition of real property (SB 59) were to pass that the county valuation will fall by 36%. They predict that the valuation would fall from \$122 million to \$78 million. If that does come to pass then the College would lose about \$1.6 million in revenue each year. It would take an increase of 20 mills in order to receive the same allocation we received last year. I have talked to Linda Fund and she believes that the interpretation of the bill that the county is using is referring to an older version of the bill, not the one that is on the Governor's desk. She was estimating more like 8% instead of 36%.

As a precaution, however, the staff and I have begun work on a plan to cut budgets and new positions as well as raise revenue to absorb this massive reduction in funds. The plan does include tuition and mill levy increases as well as stopping the *Our Time* plan, ending all new strategic planning initiatives, instituting a hiring freeze and reduction of all budgets across the board. Hopefully this plan will never be needed.

Don't forget graduation tomorrow!

That is all.

# Memorandum of Understanding Effective June 1, 2012

# Neosho County Community College Foundation and Neosho County Community College

**Purpose** – The purpose of this Memorandum of Understanding is to describe the relationship between the Neosho County Community College Foundation (Foundation) and Neosho County Community College (NCCC) relating to funds provided by the Foundation for use on the Chanute campus to improve the NCCC softball field and the NCCC gymnasium.

The Foundations mission is to create and foster trustworthy community partnerships that support and advance NCCC's mission of providing quality educational programs, services, and activities for its students and the community by managing, soliciting and administering gifts of money and/or property for scholarships, programs, facilities, capital improvements and endowments.

**Request –** The Foundation has provided funds for the NCCC softball field and gymnasium renovations.

**Terms of Understanding** – This Memorandum shall take effect upon signature of the Official Officer of the two organizations. The funds will be paid back over a 5-year period with the first payment being due May 2013. Coaches representing the sports that have been designated by NCCC as those sports that will be using the improved facilities and have committed to raise funds through donations, fundraisers, etc. for their respective sports to make the loan payments. (A payment schedule is attached).

- Softball
- Men's Basketball
- Women's Basketball
- Volleyball

All control, care, and upkeep of the improved NCCC facilities are the sole responsibility of NCCC and their representatives. All revenues from events, concessions and game proceeds associated with these facilities are to be retained by NCCC or the NCCC sport associated with the proceeds.

The Foundation may forgive up to one full annual payment allocated to be paid by a designated sport but the Foundation shall not be obligated to do so. If donations/fundraisers, etc. for payment(s) allocated to be paid by a designated sport are not met it shall be the responsibility of NCCC to make that payment if it has budgeted funds therefore in compliance with applicable cash basis laws.

We hereby enter into this Memorandum of Understanding effective the 1<sup>st</sup> day of June, 2012. THE BOARD OF TRUSTEES OF NEOSHO COUNTY COMMUNITY COLLEGE

By: Chairperson of the Board

THE BOARD OF DIRECTORS OF NEOSHO COUNTY COMMUNITY COLLEGE FOUNDATION

By: President of the Board

# **PAYMENT SCHEDULE**

# NCCC Softball - \$10,000 a year for 5 years

May 2012 - \$10,000 May 2013 - \$10,000 May 2014 - \$10,000 May 2015 - \$10,000 May 2016 - \$10,000

# NCCC Men's Basketball - \$9,333

May 2013 - \$1,866 May 2014 - \$1,866 May 2015 - \$1,866 May 2016 - \$1,866 May 2017 - \$1,869

# NCCC Women's Basketball - \$9,333

May 2013 - \$1,866 May 2014 - \$1,866 May 2015 - \$1,866 May 2016 - \$1,866 May 2017 - \$1,869

Volleyball - \$9,333

May 2013 - \$1,866 May 2014 - \$1,866 May 2015 - \$1,866 May 2016 - \$1,866 May 2017 - \$1,869

# **ATTACHMENT 6**

# 2012-2013 STUDENT HANDBOOK & PLANNER TABLE OF CONTENTS

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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.

# 2012 – 2013 ACADEMIC CALENDAR

# Fall Semester – 2012

July 23 July 30 Aug 13 Aug 14 Aug 17	4-Week Fall Intersession Classes Begin Cert. Day for 4-Week Fall Intersession Classes Faculty Report Faculty In-Service 4-Week Fall Intersession Classes End
Aug 20	Classes Begin
Aug 24	Last Day to Add a Class
Aug 30	Cert. Day for 1 <sup>st</sup> 8-Week Classes
Aug 31	Last Day for Refund
Sept 3	Labor Day (college closed)
Sept 17	Citizenship Day Observed
Sept 17	Cert. Day for Full Semester Classes
Oct 12	1 <sup>st</sup> 8-Week Classes End
Oct 15	2 <sup>nd</sup> 8-Week Classes Begin
Oct 15	Mid-Term
Oct 25	Cert. Day for 2 <sup>nd</sup> 8-Week Classes
Nov 19-23	Thanksgiving Break (college closed)
Dec 4-10	Night Class Finals
Dec 10	Fall Classes End
Dec 11-13	Finals
Dec 17	Faculty Assessment/Duty Day
Dec 24-Jan 1	Christmas Break (college closed)

# Spring Semester – 2013

Jan 2	Intersession Classes Begin
Jan 4	Cert. Day for Intersession Classes
Jan 11	Intersession Classes End
Jan 14	Faculty In-Service (college closed) Faculty Report
Jan 21	Martin Luther King Day (college closed)
Jan 22	Classes Begin
Jan 28	Last Day to Add a Class
Feb 1	Cert. Day for 1 <sup>st</sup> 8-Week Classes
Feb 5	Last Day for Refund
Feb 18	Cert. Day for Full Semester Classes
Mar 15	1 <sup>st</sup> 8-Week Classes End
Mar 15	Mid-Term
Mar 18-22	Spring Break
Mar 25	2 <sup>nd</sup> 8-Week Classes Begin
Mar 29	Good Friday (college closed)
Apr 3	Cert. Day for 2 <sup>nd</sup> 8-Week Classes
May 8-14	Night Class Finals
May 14	Tuesday Classes are Friday Classes (day classes only)
May 14	Spring Classes End
May 15-17	Finals
May 17	Commencement 7:00 p.m.
May 20	Intersession Classes Begin
May 20-21	Faculty Assessment Days
May 22	Faculty Duty Day
May 27	Memorial Day (college closed)

#### May 31 Intersession Classes End

# Summer I – 2013

- Jun 3 Summer I Begins (4-Week & 8-Week Classes)
- June 6 Cert. Day for Summer I Classes
- June 7 College Closed
- June 14 College Closed
- June 17 Cert. Day for 8-Week Summer Classes
- June 21 College Closed
- June 27 Summer I Ends
- Jun 28 College Closed

# **Summer II – 2013**

- July 1 Summer II Begins
- July 3 Cert. Day for Summer II Classes
- July 4 Independence Day (college closed)
- July 5 College Closed
- July 12 College Closed
- July 19 College Closed
- July 25 Summer II & 8-Week Classes End
- July 26 College Closed
- July 29 Fall Intersession Classes Begin
- Aug 5Cert Day for 4-Week Fall Intercession Classes
- Aug 16 Fall Intersession Classes End

# **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 Student Development, 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. 515

**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 Chanute Campus, 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 2010-2012 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 2010-2012 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 Dean of Student Development in Sanders Hall ext. 213, 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. 208

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.

Filuay 0:00 a.iii. to 5:00 j

Extended hours as posted.

Ottawa Campus Bookstore hours are posted outside the bookstore entrance. The Panther Cove in Chanute/Panther Paw in Ottawa 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 – Friday 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 include 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-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, Sander's Hall, ext. 213

The Dean of Student Development serves as the Chief Student Affairs officer for the college. The Dean oversees all student service 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 can	mpus 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.

Late night burger bar – Great Western Dining will offer a late night burger bar in the dining hall. Dates and times will be determined later and may change based on demand.

Saturday & Sunday:	
Brunch	12:00 noon to 1:00 p.m.
Dinner	5:00 to 6:00 p.m.
(Hours are subject to o	change – check the signs posted on the dining hall 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 dining hall 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 Rowland 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 initial 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 many international students each semester.

The International Student Coordinator assists many 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:	
	0.00

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, ext. 319

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. Items that are unclaimed for more than a month will be disposed of per Board policy.

#### Panther Text Net

Students will automatically be enrolled in the free Panther Text Net to receive emergency information about NCCC. Students can choose what information they receive and may opt in to receive additional messages from various college departments, such as athletic events, student activities, and housing information.

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. Students may opt out of the message system at any time by unsubscribing on their cell phone.

#### **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 and also in the Ottawa parking lot. Neosho County uses "911" services for emergencies and 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 Sander's Hall at the Chanute campus or the Assistant Dean at the Ottawa campus. Both campuses of NCCC are patrolled nightly by a private security firm.

#### STARS (Student Support Services)

CAVE, Chapman Library Basement, ext. 519

TLC in Ottawa, ext. 321

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 is not allowed. 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 acknowledgement 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:** This is 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. The Faculty is 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 case of serious violations of the Academic Honesty or multiple violations of the policy, the Dean of Student Development on the Chanute campus or the Dean of the Ottawa campus will require a meeting with the student to determine what action needs to be taken. Actions may range from a warning to expulsion 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. Assignments/ Test Grades

Assignments/grades cannot be appealed. Once the course is completed the student may use the final grade appeal process listed in this handbook.

#### **D. 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. To initiate a grade appeal, confer 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 require 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 http://www.kansasregents.org/students.

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- NeoKan, ext. 565

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; Baseball; Men's Cross Country/Track; Women's Cross Country/Track; and Cheer/Dance. Admission is free for students to all regularly scheduled conference athletic events at the Chanute campus with valid 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 (TBA)

#### 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)

#### **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 is also a voting member. 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. (Coordinator of Resident and Student Life, ext. 565/ Leslie Beddo Ottawa ext. 324)

#### **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. (Sarah 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. Its 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." (Jason Kegler ext. 213)

#### Honors

The NCCC Honors offers a unique and challenging learning experience to students with the desire to excel and 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. (TBA)

#### 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 fall and spring semesters. First, students read a piece of literature and 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 & David Smith ext. 515), Ottawa - (Kevin Blackwell ext.303)

#### **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. (Jim 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 degreeseeking, 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, does 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 April14,1994. 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. Both the accused and the accuser are entitled to have others present during the hearing. 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 <u>www.neosho.edu/policy.htm</u>).

#### **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 statues 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.

If you, a family member, or friend has a substance abuse problem, the most important factor is to **GET HELP!** There are numerous agencies to assist you with prevention, support or treatment. Some are free of charge. Check with your insurance company about coverage for services.

NCCC provides an online alcohol and drug prevention and intervention course that began in 1999. The goal is to provide effective up to date research-based education programs.

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 on College property, 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 heat 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	
5	800-729-6222 x213 (KS only)
Ottawa	
	888-466-2688(KS only)
AIDS Awareness	
AIDS Resource Network	
Alcoholic Anonymous	
Child Abuse & Neglect Hotline	
DECCA (Ottawa)	
Federal Bureau of Investigation (FBI)	
KS Alcohol and Drug Abuse Services	
KS Alcohol and Drug Abuse Section (SRS)	
KS Arson/Crime Hotline	800-KS-CRIME
KS Crisis Hotline (Domestic Violence/Sexual Assault	
KS Division of Environment (Emergency Spill Response)	
Kansas Division of Health (Bioterrorism Incident)	
Kansas Epidemiologic Services (Reportable Diseases)	
Kansas State Fire Marshall	
National Institute on Drug Abuse	
National Cocaine Hotline	800-Cocaine
National Clearing House	800 SayNoTo
Mid-America Poison Control Center	
National Response Center	
(Toxic Chemicals Spills, Oil Spills, Terrorist Threats)	
National Runaway Switchboard	
National Suicide Prevention Lifeline	
Southeast Kansas Mental Health Center	

#### **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, advice, 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 but is not limited to:

1) <u>Warning A notice in writing to the student that the student is violating or has violated institutional regulations.</u>

2) <u>Probation</u>: 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) <u>Restitution</u>: 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) <u>Student Housing Suspension</u>: 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) <u>Student Housing Expulsion:</u> Permanent separation of the student from Student Housing.

8) <u>College Suspension</u>: 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) <u>Withdrawal:</u> 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) <u>Expulsion</u>: 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 discipline 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 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		Ott	awa 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 <u>www.neosho.edu</u>.

#### **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 statics including all relevant definition.

#### Jeanne Clery Act Crime Statistics

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) is a federal mandate requiring all institutions of higher education (IHEs) that participate in the federal student financial aid program to disclose information about crime on their campuses and in the surrounding communities. The Clery Act affects virtually all public and private IHEs and is enforced by the U.S. Department of Education. Campuses that fail to comply with the act can be penalized with large fines and may be suspended from participating in the federal financial aid program.

The Clery Act, formerly known as the Crime Awareness and Campus Security Act, was signed in 1990 and is named after 19year-old Jeanne Clery who was raped and murdered in her Lehigh University residence hall in 1986. Clery's parents lobbied Congress to enact the law when they discovered students at Lehigh hadn't been notified about 38 violent crimes that had occurred on campus in the three years prior to Clery's murder.

**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

Each year the residence halls provide special education programs to promote awareness of date rape, rape and other forcible sex offenses.

#### Sexual Violence

Sexual Assault is any sexual activity in which a person is forced to participate without consent. It includes rape, marital rape, date rape, same-sex assault, child sexual abuse, incest, unwanted sexual touching, sexual harassment and sexual exploitation by therapists. The offender may be a stranger, but is most often a family member or a trusted acquaintance. Anyone can be a victim regardless of age, gender, race or socioeconomic background.

### If you have been sexually assaulted:

- Get help immediately. In all probability, you will be in shock and should not be alone. Call a friend, a family member, roommate, or another person to come to your immediate aid.
- Promptly seek medical attention.

Do NOT bathe, douche, or change clothes prior to the emergency room examination.

- Contact the police (911). You may request school authorities or another support person to assist you. Reporting can help police identify and apprehend the assailant. Reporting may also help protect other potential victims. There are many options for reporting and you are not obligated to go through the court process.
- If requested, NCCC will change a victim's academic situation after an alleged sex offense, including changes in course schedule, if those changes are requested by the victim and are reasonably available. A victim may also request that directory information be withheld from anyone excluding college officials, including name, current address and telephone number, email address, date of birth, program of study, enrollment status, country of citizenship, participation in student clubs, dates of attendance, diplomas or degrees awarded and the most recent educational institution attended by the student other than NCCC.

Remember you are not responsible for the assault. You never lose the right to say "no" under any circumstances. You are not alone if you've been forced or coerced into sexual activity against you will. Advocates are available who care and understand. It's <u>never</u> too late to seek help.

# **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.

# **Crime Reporting Activities**

The Crime Awareness and Campus Security Act of 1990, regulation 34 CFR 668.46(1) states an institution must report statistics for the three most recent calendar years concerning the occurrence on campus, in or on non-campus buildings or property, and on public property of the following that are reported to local police agencies or to a campus security authority. Reports of a crime in or on a non-campus building or property or on public property include reported crimes involving NCCC students or staff that occur during NCCC events or activity outside the college premises. If crimes reported in or on non-public buildings or property, a geographic breakdown of the statistics reported will be provided in the annual Campus Security Report.

The annual statistical information includes crimes reported on the NCCC main campus (1) 800 W. 14<sup>th</sup> Street, Chanute, KS. 66720; and at the main extension location (2) 900 East Logan, Ottawa, K, 66067.

#### Location Definitions from the Jeanne Clery 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.

<u>Procedures for Reporting Crimes:</u> All emergency situations involving: (1) a crime in progress, (2) a medical emergency, (3) a fire should be immediately reported to campus police at 911. All campus phones, including any pay phone, may be used to dial 9-1-1 at no charge. While on campus, persons should be aware that different telephone systems might require you to dial an outside line before dialing 9-1-1.

As an added security measure, "Blue Light" non-dial outdoor emergency telephones are located at strategic points on campus. These phones are easily identified by the word "Emergency" and their distinctive blue lights. When the button is pushed the caller is in immediate contact with the local police department. In addition to providing voice contact with a public safety dispatcher, the dispatcher is also able to pinpoint the caller's location. These phones are for emergency use only. These phones are maintained by Technology services and provide communication for reporting emergencies.

To report any non-emergency incident occurring on campus, contact the Dean of Student Development at (620) 365-9781 or the Vice President of Operations at (620) 433-0789.

When calling for either emergency or non-emergency service, be prepared to:

- 1. Clearly identify yourself
- 2. State where you are calling from
- 3. State briefly, the nature of your call.

If possible, stay on the line unless otherwise advised by the dispatcher. The dispatcher will summon public safety or the appropriate police, fire and/or medical service.

Members of the college community are strongly encouraged to report all crimes and suspicious activity to the local police department or appropriate police agency in a prompt and timely manner.

CRIMES REPORTED FOR	NCCC CHANUTE CAMPUS				NON-CAMPUS BUILDINGS OR PROPERTY			*PUBLIC PROPERTY			
TYPE OF OFFENSE	2010	2011	2012		2010	2011	2012	2010	2011	2012	
			Res Hall	Total							
Murder/Non negligent manslaughter	0	0	0	0	0	0	0	N/A	N/A	N/A	
Negligent manslaughter	0	0	0	0	0	0	0	N/A	N/A	N/A	
Forcible sex offenses (includes rape)	0	0	0	0	0	0	0	N/A	N/A	N/A	
Non-forcible sex offenses	0	0	0	0	0	0	0	N/A	N/A	N/A	
Robbery	0	0	0	0	0	0	0	N/A	N/A	N/A	
Aggravated Assault	0	0	0	0	0	0	0	N/A	N/A	N/A	
Motor vehicle theft	0	0	0	0	0	0	0	N/A	N/A	N/A	
Arson	0	0	0	0	0	0	0	N/A	N/A	N/A	
Hate Crimes	0	0	0	0	0	0	0	N/A		,	
ARRESTS/REFERRALS	2010	2011	2012		2010	2011	2012	2010	2011	2012	
FOR SELECTED OFFENS			Res Hall	Total							
<b>Liquor Law Violations:</b> Arrests	0	0	0	0	0	0	0				
Referrals	13	17	12	42	0	0	0	N/A	N/A	N/A	
Drug Law Violations: Arrests	0	0	0	0	0	0	0	N/A	N/A	N/A	
Referrals	2	5	4	11	0	0	0	,			
Weapon Law Violations Arrests	0	0	0	0	0	0	0	N/A	N/A	N/A	
Referrals	2	4	0	6	0	0	0		-		
*Public property statistic the entire City of Chanut request.											

CRIMES REPORTED FO	NCCC OTTAWA CAMPUS				NON-CAMPUS BUILDINGS OR PROPERTY		*PUBLIC PROPERTY			
TYPE OF OFFENSE	2010	2011	2012		2010	2011	2012	2010	2011	2012
			Res Hall	Total						

0 0 0	0	0	0	0	0	0	N/A	N/A	N/A
-		0	0	0	0				
-		0	0	0	0				
0	0			0	0	0	N/A	N/A	N/A
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							NI / A	NI / A	NI / A
0	0	0	0	0	0	0	N/A	N/A	N/A
0	0	0	0	0	0	0	N/A	N/A	N/A
0	0	0	0	0	0	0	N/A	щи	N/A
0	0	0	0	0	0	0	N/A	N/A	N/A
0	0	0	0	0	0	0	,	,	,
0	0	0	0	0	0	0	N/A	N/A	N/A
~					-				
0	0	0	0	0	0	0	N/A	N/A	N/A
0	0	0	0	0	0	0	-		N/A
2010	2011			2010	2011	2012	2010	2011	2012
		Res Hall	Total						
0	0	0	0	0	0	0			
U U	Ũ	Ŭ	Ű	Ű	Ũ	Ũ	N/A	N/A	N/A
0	0	0	0	0	0	0			
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#### 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 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 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/Emergency Action Plan

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. The emergency response manual has been designed to provide contingency procedures for Neosho County Community College administrators to follow in the event of campus emergencies. While the manual does not cover every conceivable situation, it does supply the basic administrative guidelines necessary to cope with most campus emergencies.

College policies and procedures herein are expected to be followed by all administrators whose responsibilities and authority cover the operational procedures found in the manual. Any exception to these emergency management procedures must be approved by the appropriate administrators directing and/or coordinating the emergency operations.

All proposals for changes to the procedures described must be submitted in writing to the Safety and Security Committee for review. All changes recommended by the committee will be submitted in writing to the President and Executive Committee for evaluation and adoption.

The manual is available in the Residence Life office, the Student Union, from the administration office at either campus location or on the NCCC webpage at www.neosho.edu. Click on Safety and Security on the left side of the page. The NCCC Emergency Action Plan can be found at the bottom of the page.

#### **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.

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## **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 NCCC'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, the Assistant Coordinator of Residence and Student Life, and Resident Assistants will be available to answer any questions or concerns. Office hours are posted outside the Bideau 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, 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. The Chanute Police Department monitors off campus student activities at off campus locations.

#### **Residential Living Requirements**

Unmarried students under 21 years of age who are enrolled full-time and are taking classes at on the Chanute campus and not living with parent(s)/or legal guardian(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 college 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 Coordinator of Residence and Student Life. Generally, exemptions are limited to physical disability, medical needs, emotional problems, or cultural factors relating to international students. The Coordinator of Residence and Student Life 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.

Move In Day	August 18	Residence Halls open at 9 am
Thanksgiving Break	November 17-24	Residence Halls Closed
Christmas Break	December 15-January 19	Residence Halls Closed
Spring Break	March 16-23	Residence Halls Closed
Move Out Day	May 17	Residence Halls close at 5 pm

#### 2012-2013 Residence Hall Schedule

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**

## Coordinator of Residence & and Student Life #: 1-913-396-9704

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 residence 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.

#### **Resident Assistants**

Resident Assistants (RAs) live in the halls and are there to insure a positive living experience for students while encouraging student achievement in and out of the classroom. RAs will ensure the safety of all student residents by following the Emergency Action Plan guidelines. RA positions are open to all incoming sophomores. Students may apply for this position in the spring by filling out an application which is available in the Residence Hall office.

#### **Dining Services Information**

All students residing in college housing must purchase the 19-meal plan as part of their room and board package. All meals are served in the dining hall located in the Student Union. A valid student ID card must be presented upon entrance to the dining hall. Dining hall equipment including glasses, cups, plates, and tableware must remain in the dining hall. It is also Great Western Dining policy that no food may leave the dining hall without specific permission.

**Dining Hall Attire:** Appropriate dress is expected in the dining hall. 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 once a month throughout the school year. Contact the Coordinator for Residence and Student Life for more information.

**Guests:** Guests may eat in the dining hall. Meal charges are posted at the cashier and online via the Housing page. Guests may purchase a multiple meal card or pay cash for individual meals.

#### **Meal Times**

Monday-Friday		
Breakfast	7:00am–9:00am	
Lunch	11:30 am -1:15pm	
Dinner	5:30pm - 7:30pm	
Saturday and Sunday		
Brunch	11:30am –1:30pm	
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 and will be posted in the dining hall and in both residence halls each semester. Two meals are served on days when the college is closed. No food service is available during Thanksgiving, Christmas, and Spring Breaks.

#### **Residence Hall 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 Bideau Office.

# **Residence Halls Amenities and Services**

## **Bulletin Boards**

Bulletin boards are located in the lobby and on each wing of the residence halls. Announcements and upcoming events 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 residence hall room 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, online game play may be affected by regular internet traffic. If you need a dedicated internet connection for gaming, please contact AT&T.

## Laundry

Laundry facilities are located on each wing in both residence halls.

## Lost and Found

Any items found should be turned in to the Bideau 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 mailbox. Mail will be delivered each week day. Those students residing in NeoKan will have their mail delivered to their room by the residence life hall staff. Packages will be available for pick up in the Bideau Office during regularly posted office hours. To ensure 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

#### **Maintenance Requests**

Residents are encouraged to report all maintenance problems promptly. Students may submit a maintenance request online via www.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 Residence Life staff immediately.** 

## Parking

Parking for residents is parking lot P4, located on the east side of Bideau Hall, and overflow parking is in P3 in designated reserved resident parking painted spots. Residents 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.

#### **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 for non-student athletes. There are also billiards, air hockey, and ping pong tables. The equipment for these games, as well as board games may be checked out at the Bideau Office. To check out equipment in the residence halls, you need to leave your valid student ID at the Bideau Office. The Student Union, gym, and weight room are also open during posted times.

#### **Recreation Equipment**

Recreation equipment, including gaming consoles, games, and game equipment is available for check out from the Bideau Security Office. Students must leave their Student ID with the residence hall 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.

#### **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. NeoKan 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 NeoKan. A common lobby lounge is located on the main floor of both residence halls.

## **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.

## **Vending Machines**

Vending Machines are located on each floor of Bideau and on the first floor of NeoKan. If a vending machine fails to operate properly, you may submit a request for a refund by emailing housing@neosho.edu.

## **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 college 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 Office is staffed regularly. Office hours are posted outside the office. Students should contact the residence life staff member on duty at any time for security concerns.

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 guidelines 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 member immediately.

#### Emergency drills, shelter and evacuations:

Periodically, emergency drills will be performed in each building. The Vice President of Operations and the Chanute Fire Department, in conjunction with the Chanute Police Department will plan building evacuation drills. A list of drills will be maintained each year in this plan. Exact dates will be determined and the appropriate personnel will be notified several days before the drill.

Building	Building Coordinator	Tornado/Severe Weather Shelter
Sanders Hall	Business Manager	Restrooms/Interior Hallways
Stoltz Hall	Dean of Student Dev.	Restrooms/Interior Hallways
Chapman Library	Dir. of Library Serv.	Restroom/CAVE
CAVE	Director of the CAVE	CAVE
Rowland Hall	Asst. Dir. of Nursing	Restrooms/Interior Hallways
Snyder Chapel	Dean of Student Dev.	Restrooms/CAVE
Gym	Athletic Director	Hallways under bleachers/Mezz
Student Union	Bookstore Mgr.	Restrooms/Interior Hallways
Cafet./food serv.	Food Serv. Mgr.	Restrooms/Interior Hallways
Maintenance	Maint. Supervisor	Gym/hallways/under bleachers
Boiler	Room Maint. Super.	Gym/hallways/under bleachers
Machine Shed	Maint. Supervisor	Gym/hallways/under bleachers
Wellness Center	AD/Asst. AD	Gym/hallways/under bleachers
Multipurp. Bldg.	AD/Asst. AD	Restrooms/Interior Hallways
Bideau Hall	Coord./Asst. Coord.	Restrooms/Interior Hallways
NeoKan Hall	Coord/Asst. Coord.	Restrooms/Interior Hallways

Note: The college reserves the right to change Building Coordinators as recommended by the Safety and Security Committee.

Periodically, emergency drills will be performed at the Ottawa campus. The Dean of the Ottawa campus and the Ottawa Fire department, in conjunction with the Ottawa Police department will plan building evacuation drills. A list of drills will be maintained each year in this plan. Exact dates will be determined and the appropriate personnel will be notified several days before the drill.

Ottawa Dean of Ottawa or designee Restrooms/Interior Hallways

The emergency response manual has been designed to provide contingency procedures for Neosho County Community College administrators to follow in the event of campus emergencies. While the manual does not cover every conceivable situation, it does supply the basic administrative guidelines necessary to cope with most campus emergencies. College policies and procedures herein are expected to be followed by all administrators whose responsibilities and authority cover the operational procedures found in the manual. Any exception to these emergency management procedures must be approved by the appropriate administrators directing and/or coordinating the emergency operations. All proposals for changes to the procedures described must be submitted in writing to the Safety and Security Committee for review. All changes recommended by the committee will be submitted in writing to the President and Executive Committee for evaluation and adoption. http://www.neosho.edu.

#### **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 Housing Official 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 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 propped open at any time.

#### **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. Residents shall consider any fire alarm real and evacuate the building immediately. Residents are to move to the grassy area in between Stoltz Hall and the P3 parking lot.

#### **Missing Student Notification Policy and Procedures**

If a member of the NCCC community has reason to believe that a student who resides in on-campus housing is missing, he or she should immediately notify the Dean of Student Development (ext. 213). The Dean of Student Development will generate a missing person report and initiate an investigation. In addition to registering a general emergency contact, students residing in on-campus housing have the option to identify confidentially an individual to be contacted by NCCC in the event the student is determined to be missing for more than 24 hours. If a student has identified such an individual, NCCC will notify that individual no later than 24 hours after the student is determined to be missing. A student who wishes to identify a confidential contact can do so through the NCCC Housing department by completing the Missing Student Contact Registration Form. A student's confidential contact information will be accessible only by authorized campus officials and law enforcement in the course of the investigation.

After investigating a missing person report, should NCCC determine that the student has been missing for 24 hours, NCCC will notify Chanute Police Department and the student's emergency contact no later than 24 hours after the student is determined to be missing. If the missing student is under the age of 18 and is not an emancipated individual, NCCC will notify the student's parent or legal guardian immediately after CPD has determined that the student has been missing for 24 hours.

#### 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 NeoKan – 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 Policies**

#### **Assignment of Housing or Rooms**

Room assignments are made only by the Coordinator of Residence and Student Life. Students are not guaranteed roommate assignments based on their preferences on the Residence Hall 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.

#### 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.

#### **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 will allow entry for those who live in the residence halls.

#### **Cans/Bottle Collections**

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

#### **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.

#### **Check-out Procedures**

When students check out of their room, the room should be cleaned to the satisfaction of residence hall staff. The original "Room Condition" form will be used to officially check out of the Residence Halls. This form will be completed by the residence hall staff at the time of check-out with the student. If the keys are not returned, the student will also be charged for keys in addition to the improper check-out charge. The steps for checking out of your room:

1. Notify the Coordinator or Assistant Coordinator of Residence and Student Life in advance of leaving and need to be checked out of your room.

2. Clean you 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 hall 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 residence hall staff member.

6. A final walk through will be done by the residence hall 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 hall staff will result in a \$50 fine.7. Residents will check out of the halls a maximum of TWENTY-FOUR (24) hours after their last final.

#### **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.

## Complicity

A student shall not, through act or omission, assist another student, individual, or group in committing or attempting to commit a violation of this Code of Conduct. A student who has knowledge of another committing or attempting to commit a violation of the Code of Conduct is required to remove him or herself from the situation and failure to do so when reasonable under the circumstances may be the basis for a violation of this policy. Violation of this policy will result in the same consequence(s) as the policy to which the student was complicit.

#### **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 and/or the Dean of Student Development 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 grieve the decision by following the grievance procedure found in this handbook. The Residence 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.

#### **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.

#### **Damage to Rooms & Common Areas**

Roommates will share equally any damage charges assessed 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 determine 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 cannot 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.

#### **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 (adhesives) may be picked up in the main lobby office of Bideau Hall.

#### Default

Students must be current in their college housing 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 resolved 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 full-time status at the college may be required to vacate housing.

## **Disorderly Conduct**

Behavior or actions which infringe on the rights and well-being of students or guests will not be tolerated. Violations will result in disciplinary action.

#### Violations

<u>First occurrence</u>: Written Notice and \$50.00 Fine, 15 Hours Community Service <u>Second Occurrence</u>: Written Notice, \$100.00 Fine, 30 Hours Community Service with Disciplinary Probation.

<u>Third occurrence</u>: Dismissal from college housing.

#### **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** <u>First occurrence</u>: Written Notice and \$50.00 Fine, 15 Hours Community Service. <u>Second Occurrence</u>: Written Notice, \$100.00 Fine, 30 Hours Community Service with Disciplinary Probation <u>Third occurrence</u>: Dismissal from college housing.

## **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 contact grills are prohibited. The use of U.L. approved surge protection strips is required. Small Microwaves and refrigerators are allowed in the Student Housing. The college reserves the right to control total amperage used in each room.

## **Explosives/Fireworks**

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

## Violations

<u>First occurrence</u>: 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.

## **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

## **Failure to Evacuate During 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

<u>First Occurrence</u>: Written Notice and \$50.00 Fine <u>Second Occurrence</u>: Written Notice, \$100.00 Fine, 10 Hours Community Service, suspension of visitation and Disciplinary Probation. Third Occurrence: Dismissal from college housing

## **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

## Firearms

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

## Violations

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

## Keys

Each resident is issued one key to his/her room. Lost keys should be reported to residence hall staff immediately. 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. When students are locked out of their room, they may call a residence hall 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.

## Littering

## Violations

<u>First occurrence</u>: Written Notice and \$50.00 Fine, 10 Hours Community Service <u>Second Occurrence</u>: Written Notice, \$100.00 Fine, 20 Hours Community Service with Disciplinary Probation.

Third occurrence: Dismissal from college housing.

## **Overnight Guests**

Overnight guests will be allowed. "Guests" are defined as anyone not assigned to the resident's room. Roommate(s) consent is required. Guests must leave their ID in the Resident Hall 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 residence hall 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.

## **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 ensure 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 of property belonging to any resident or guest. Students are strongly encouraged to purchase personal property insurance.

## Pets

All animals (except service animals for the disabled) are prohibited. **Violations** <u>First occurrence</u>: Written Notice and \$25.00 Fine, 5 Hours Community Service. <u>Second Occurrence</u>: Written Notice, \$50.00 Fine, 10 Hours Community Service with Disciplinary Probation. <u>Third occurrence</u>: Dismissal from college housing.

# Physical Assault

## Violations

<u>First Occurrence</u>: 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 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 form college housing and from the College.

# Any Illegal Drugs/Drug Paraphernalia: Under the influence, Presence, Possession or Use Violations

<u>First Occurrence</u>: Written Notice, \$200.00 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.

# Presence, Possession or Consumption of Any and All Alcoholic Beverages Violations

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

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

Third Occurrence: Dismissal from college housing.

## **Propping Doors**

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

## Violations

<u>First occurrence</u>: Written Notice and \$100.00 Fine, 10 Hours Community Service <u>Second Occurrence</u>: Written Notice, \$200.00 Fine, 20 Hours Community Service with Disciplinary

#### Probation.

Third occurrence: Dismissal from college housing.

#### **Ouiet 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; therefore, "courtesy hours" will be observed 24 hours a day. During final exam periods quiet hours are 24 hours. Hours are subject to change based on student behavior. Students who infringe on the rights of others to sleep and study will be referred to the Coordinator of Residence and Student 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.

#### **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.

## **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

#### 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 Detector 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	

## Floor Other

Title Floor Replacement: \$10.00/sq. ft	
Carpet Damage: \$100.00	

Closet Rod: \$20.00 Sink Damage: \$200.00 Cove Base: \$10.00 Sink Cabinet: up to \$300.00 Sink Light and Cover: \$50.00

<u>Walls</u> Repainting of Walls: \$100.00 Holes in Wall: \$100.00 Repairing Ceiling Titles: \$10.00

Windows Window Pane: \$100.00 Window seal: \$50.00 Window Blinds \$65.00 Towel Rack: \$25.00 Painting Ceiling: \$100.00

Window Sill: \$50.00 Window Screen: \$50.00

**Room Changes** Students wishing to change rooms or roommates must email housing@neosho.edu and wait for approval. 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 \$100** improper check-out fee.

#### **Room Cleanliness/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 hall staff will inspect all rooms at the end of each semester and prior to breaks. Residents are expected 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 college policy. Vacuum cleaners, as well as cleaning supplies, are available for check-out in the security office in Bideau Hall. In order to check them out, students must leave their valid student ID in the security office with a residence hall staff member.

## Violations

First Occurrence: Written Notice and/or \$25.00 Fine

<u>Second Occurrence</u>: Written Notice, \$50.00 Fine, 10 Hours Community Service <u>Third Occurrence</u>: \$100.00 fine, suspension of visitation privileges and Disciplinary Probation. <u>Fourth Occurrence</u>: Dismissal from college housing.

#### **Sexual Offense or Assault**

Any student that is sexually assaulted should notify a residence hall staff member, the Dean of Student Development, 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

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

Second Occurrence: Dismissal from college housing.

#### Single Rooms

Single rooms are available when space allows. There is an additional charge for single rooms. See the 2012-2013 NCCC Residence Hall Housing Contract for details.

## Storage

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

## **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 hall staff, the offender may be required to remove the item from college housing. Failure to remove a stereo, radio, television, etc. when notified by the residence hall 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.

## 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

<u>First Occurrence:</u> 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.

## **Tobacco Free Facilities**

All residential facilities are Tobacco free. Tobacco is prohibited in all college facilities. Tobacco inside the resident halls is prohibited.

#### Violations

<u>First Occurrence</u>: Fine of \$5 <u>Second Occurrence</u>: Fine of \$25 and 10 hours community service <u>Third Occurrence</u>: Fine of \$50, 20 hours community service, and disciplinary probation <u>Fourth Occurrence</u>: Possible College Suspension

## **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

<u>First Occurrence:</u> Written Notice and \$50.00 Fine <u>Second Occurrence:</u> Written Notice, \$100.00 Fine, 10 Hours Community Service, suspension of visitation and Disciplinary Probation.

Third Occurrence: Dismissal from college housing.

## 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, Christmas, 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.

#### Vandalism

The deliberate destruction or damage of any property will not be tolerated.

#### Violations

<u>First occurrence:</u> Written Notice and \$200.00 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.

<u>Second Occurrence</u>: 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. (IDs 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

<u>Second Occurrence:</u> Written Notice, \$50.00 Fine, 5 Hours Community Service, suspension of visitation, and 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.**