

**NEOSHO COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES**

AGENDA

**May 9, 2017 – 5:30 P.M.
Student Union – Room 209**

- I. Call to Order**
- II. Roll Call**
- III. Public Comment**
- IV. Approval of the Agenda**
- V. Consent Agenda**
 - A. Minutes from April 11, 2017
 - B. Claims for Disbursement for April 2017
 - C. Liberal Arts Division Chair
 - D. Personnel
- VI. Reports**
 - A. Energy Solutions Professionals – Jeff Flathman
 - B. Faculty Senate – Rita Drybread
 - C. Student Learning Division – Sarah Robb
 - D. Treasurer – Sandi Solander
 - E. President – Dr. Brian Inbody
- VII. Old Business**
- VIII. New Business**
 - A. Resolution 2017-20: National Intercollegiate Mutual Aid Agreement (NIMAA)
 - B. Resolution 2017-21: Strategic Technology Plan (STP) Recommendation
 - C. Resolution 2017-22: Energy Performance Contract and Investment Grade Audit
 - D. First Reading: Handgun Exception to Weapons Policy
 - E. First Reading: Revised Campus Safety and Security Policy
 - F. First Reading: Revised Tobacco Use Policy
 - G. Executive Session: Employer/Employee Negotiations
 - H. Executive Session: Non-elected Personnel
- IX. Adjournment**

**NEOSHO COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES**

MINUTES

**May 9, 2017 – 5:30 P.M.
Student Union – Room 209**

I. CALL TO ORDER

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

II. ROLL CALL

The following members were present: Kevin Berthot, Charles Boaz, David Peter, Dennis Peters and Jenny Westerman.

Also in attendance were Kerrie Coomes, Rita Drybread, Marie Gardner, Denise Gilmore, Dr. Brian Inbody, Brenda Krumm, Kent Pringle, Kerry Ranabargar, Sarah Robb, Ben Smith, Sandi Solander, and The Chanute Tribune.

III. PUBLIC COMMENT

There were no speakers.

IV. APPROVAL OF THE AGENDA

It was requested that the Faculty Senate report be moved before approval of the consent agenda as Rita had another commitment to attend. On motion by Charles Boaz and second by Dennis Peters the agenda was approved as modified.

VI. REPORTS

B. Faculty Senate – Rita Drybread reported on what faculty were doing. See attachment.

V. CONSENT AGENDA

On motion by Dennis Peters and second by Charles Boaz the following items were approved by consent:

A. Minutes from April 11, 2017

B. Claims for Disbursement for April 2017

C. Liberal Arts Division Chair

It was the president's recommendation that the Board reappoint Kevin Blackwell as the Liberal Arts Division Chair for a two-year term beginning fall of 2017.

D. Personnel

1. Resignation of Part-time Assistant Track Coach

It was the president's recommendation that the Board accept the resignation of Megan Mason, part-time Assistant Track Coach, at the end of her 2016-17 contract.

2. Resignation of Assistant Women's Soccer Coach

It was the president's recommendation that the Board accept the resignation of Brandon VanCleave, Assistant Women's Soccer Coach. His resignation shall be effective April 28, 2017.

3. Resignation of Administrative Assistant to the Vice President for Student Learning

It was the president's recommendation that the Board accept the resignation of Sara Finton, Administrative Assistant to the Vice President for Student Learning. Her resignation shall be effective May 16, 2017.

4. Resignation of Nursing Instructor

It was the president's recommendation that the Board accept the resignation of Laura Mallett as Nursing Instructor pending her appointment to the position of Assistant Director of Nursing.

5. Resignation of Head Cheer/Dance Coach

It was the president's recommendation that the Board accept the resignation of Mindy Covey as Head Cheer/Dance Coach pending her appointment to the position of Psychology Instructor.

6. Assistant Director of Nursing

It was the president's recommendation that the Board approve the employment of Laura Mallett as Assistant Director of Nursing. Ms. Mallett has a B.S.N. and M.S.N. from Pittsburg State University.

Ms. Mallett was a nursing instructor at NCCC from 1995-2000 and returned as an instructor in 2013.

Ms. Mallett will be paid \$60,543 (Administration). Her start date will be July 1, 2017.

7. Psychology Instructor

It was the president's recommendation that the Board approve the employment of Mindy Covey as Psychology Instructor. Ms. Covey has an A.A. from Allen Community College, B.S. in Therapeutic Recreation with a minor in Psychology from Pittsburg State University, and an M.A. from American Military University (online) in Psychology.

Ms. Covey has been employed at NCCC as Head Cheer/Dance Coach since August 2015.

Ms. Covey will be paid at MS, Step 5 (\$35,634), which may be adjusted after negotiations are complete for 2017-18. Her start date will be August 14, 2017.

8. Modification of Head Wrestling Coach's Start Date

Last month the Board approved the employment of Nicholas Nothern as the new Head Wrestling Coach. His start date was listed as August 14, 2017. It was the president's recommendation that his start date be modified to May 15, 2017.

VI. REPORTS

- A. Energy Solutions Professionals – Jeff Flathman reported on possible savings to the college in the way of water, electricity, gas, etc. by way of an Energy Performance Contract.
- C. Student Learning Division – Sarah Robb reported on the Student Learning Division. See attachment.
- D. Treasurer – Sandi Solander gave a treasurer’s report. Revenue for the month of April was \$880,644.74 and disbursements were \$1,550,318.67. See attachments.
- E. President – Dr. Brian Inbody gave his president’s report. See attachment.

VII. OLD BUSINESS

There was no old business to discuss.

VIII. NEW BUSINESS

A. National Intercollegiate Mutual Aid Agreement (NIMAA) Recommendation

At the request of the Kansas Board of Regents and Dr. Inbody, Ben Smith currently co-chairs a statewide group of higher education emergency managers and planners looking at possible resource sharing between members of the group during and after emergencies.

During that group’s initial investigation of intercollegiate resource sharing for emergencies, the group determined that a legal vehicle has already been developed for such a purpose – the National Intercollegiate Mutual Aid Agreement (NIMAA) – a copy of which follows. Also included is a document from the International Association of Emergency Managers Universities & Colleges Caucus (IAEM-UCC) with information on mutual aid agreements and common misconceptions about NIMAA.

The NIMAA was specifically designed for institutions of higher education to share resources during and after emergencies including documentation of available resources, possible reimbursement for use of resources, and the sharing of personnel and expertise as well as equipment. Approving the NIMAA, creates no obligation on the part of NCCC unless it chooses to respond as an “assisting institution” when a need arises at another participating institution that is requesting assistance. Participating in the NIMAA merely gives NCCC the option to request or provide resources to/from other institutions during or following an emergency.

Both the Safety and Security Committee and Executive Committee discussed and approved the recommendation to take the National Intercollegiate Mutual Aid Agreement to the Board for approval.

It was the president’s recommendation that the Board approve the National Intercollegiate Mutual Aid Agreement.

Resolution 2017-20

RESOLVED, that the Board of Trustees of Neosho County Community College approves the National Intercollegiate Mutual Aid Agreement as presented.

On motion by Charles Boaz and second by Kevin Berthot the above resolution was approved unanimously.

NATIONAL INTERCOLLEGIATE MUTUAL AID AGREEMENT (NIMAA)

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the Participating Institutions who are signatories hereto are hereby establishing a National Intercollegiate Mutual Aid Agreement ("NIMAA"). Through this Agreement, Participating Institutions shall coordinate assistance and share resources during emergencies on the terms and conditions set forth herein. This Agreement sets forth the procedures and standards for the administration of this higher education mutual aid and assistance program.

This Agreement shall provide for mutual cooperation among the Participating Institutions in conducting disaster related exercises, testing or other training activities in addition to actual emergency assistance. This Agreement provides no immunities, rights or privileges for any individual or Participating Institution providing emergency assistance that is not requested and/or authorized by a Requesting Institution.

This Agreement does not preclude Participating Institutions from entering into supplementary agreements with other parties and does not affect any other agreement to which a Participating Institution may currently be a party, or decide to be a party.

Definitions As used in this Agreement, the following capitalized terms shall have the following meanings:

The "Agreement" is this Agreement, as amended or modified from time to time, which shall be referred to as the National Intercollegiate Mutual Aid Agreement ("NIMAA").

The "Participating Institutions" to this Agreement are the institutions of higher education ("IHE") signing this Agreement.

The "Requesting Institutions" to this Agreement are the Participating Institutions that request assistance from other Participating Institutions.

The "Assisting Institutions" to this Agreement are Participating Institutions that render assistance to a Requesting Institution, as have been approved by such Requesting Institution.

The "Period of Assistance" is the period during which any Assisting Institution renders assistance to any Requesting Institution. The period commences when personnel, equipment, or supplies depart from an Assisting Institution's facility or premises and ends when such personnel, equipment or supplies return to such Assisting Institution's facility or premises (portal to portal).

In consideration of the mutual consideration and commitments given herein, each of the Participating Institutions to this Agreement agrees to provide aid and support to any of the other Participating Institutions as follows:

1. **Request for Aid.** Whenever a Requesting Institution desires to seek help from other Participating Institutions, pursuant to the terms of this Agreement, such Requesting Institution agrees to make its request in writing (Form A) to one or more other Participating Institutions within a reasonable time of when aid is needed with reasonable detail and specificity of the assistance desired, such as quantity, time of arrival, duration needed, credentials preferred, capabilities required, and available logistical support for things such as travel arrangements, lodging and feeding. If a Participating Institution desires to assist such Requesting Institution, the Assisting Institution agrees to review the request and estimate the costs associated with the provision of aid requested. Upon receipt of such estimate and acceptance by the Requesting Institution in writing, the Requesting Institution agrees to compensate the Assisting Institution as specified in this Agreement and in other written agreements that may be in effect between the Requesting and Assisting Institutions.
2. **Discretionary Rendering of Aid.** Provision of aid is entirely at the discretion of the Assisting Institution. The agreement to provide aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal or state government or upon receiving federal funds.
3. **Procedures.** A committee comprised of Participating Institutions shall develop comprehensive guidelines and procedures that address, including but not limited to, the following: checklists for requesting and providing assistance, record keeping for all Participating Institutions, reimbursement procedures and other necessary implementation elements along with the necessary forms for requests and other records documenting deployment and return of assets. These procedures shall be updated at least annually.
4. **Asset Control.** Resources (personnel, equipment and materials) of the Assisting Institution shall continue under the command and control of their Assisting Institution to include medical protocols, standard operating procedures and other protocols, but shall be under the operational control of the appropriate officials within the Requesting Institution during the period of assistance.
5. **Invoice to the Requesting Institution.** Within 30 days after the return of all labor and equipment to the Assisting Institution, the Assisting Institution shall submit to the Requesting Institution an invoice of all charges related to the aid provided pursuant to this Agreement, as previously agreed to by the Requesting Institution. The invoice shall contain only charges related to the aid provided pursuant to this Agreement. An Assisting Institution providing assistance may determine to donate assets of any kind to a Requesting Institution and not seek reimbursement from the Requesting Institution. If the Assisting Institution seeks to donate its services and resources at no cost to the Requesting Institution, a zero-balance invoice should still be submitted within 30 days.
6. **Charges to the Requesting Institution.** Eligible charges to the Requesting Institution from the Assisting Institution may include the following:
 - a.) Labor force. Charges for labor force shall be in accordance with the Assisting Institution's standard practices and rates.

- b.) Equipment and Materials. Charges for equipment and materials used by the Assisting Institution shall be at the reasonable and customary at cost rates for such equipment in the Assisting Institution's location.
- c.) Transportation. The Assisting Institution shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates at cost for such transportation.
- d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be reasonable in accordance with standard per diem rates or actual costs incurred (with justification) by the Assisting Institution. Receipts for all expenses shall be provided in accordance with the Assisting Institution's business rules.

Any other charges not included above must be previously agreed to in writing by both parties prior to incurring the expense.

- 7. **Payment.** The Requesting Institution shall remit payment of an invoice from the Assisting Institution within 90 days of receipt. Payment is due directly from the Requesting Institution to the Assisting Institution regardless of any other third-party financing such as FEMA or insurance reimbursement.
- 8. **Arbitration.** If the Requesting Institution disputes any charges on an invoice from an Assisting Institution, it shall do so in writing within 30 days after the invoice is received. Failure to dispute any invoice in writing within 30 days shall constitute agreement to the charges. Should a dispute arise, both institutions will make every effort to resolve the dispute within 30 days of the written notice. In the event the dispute is not resolved within 90 days after the invoice is received, either party may request the dispute be resolved through arbitration, to the extent permitted by law. Any arbitration under this provision shall be conducted under the commercial arbitration rules of the American Arbitration Association.
- 9. **Liability and Insurance** - Each Participating Institution shall determine for itself what insurance to procure, to cover its liabilities, if any. With the exceptions in this section, nothing in this Agreement shall be construed to require any Participating Institution to procure insurance.
- 10. **Relationship Between the Participating Institutions.**
 - a.) Employees from Participating Institutions shall continue to be treated as employees of Participating Institution and receive the same salary, including overtime, that they would be entitled to receive if they were operating in their own location. In the absence of an agreement to the contrary, the Assisting Institution shall be responsible for all such salary expenses, including overtime.
 - b.) Each Participating Institution retains the financial responsibility for workers' compensation benefits for its own employees in accordance with applicable law and for any injuries that occur in mutual aid situations. Participating Institutions can also

agree in writing not to bring claims against the other Institutions to recover the cost of workers' compensation benefits to its employees.

c.) Each Participating Institution, which renders assistance under this Agreement, shall be deemed to stand in the relation of an independent contractor to all other Participating Institutions, and shall not be deemed to be the agent, co-venturer or partner of any other Participating Institution. No Participating Institution shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on any of the Other Participating Institutions, except as may be explicitly permitted herein or authorized in writing.

d) While in transit to, returning from and providing mutual aid assistance under this Agreement, employees of an Assisting Institution shall have the same rights of defense, immunity and indemnification that they otherwise would have under the law if they were acting within the scope of their employment under the direction of their employer. An Assisting Institution shall provide to, and maintain for, each of its employees who provide mutual aid assistance under this Agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the Assisting Institution jurisdiction.

e.) Nothing in this Agreement shall be construed to relieve any Participating Institution of liability for its own conduct and that of its employees and agents.

f.) Nothing in this Agreement, other than the following, shall be construed to obligate any Participating Institution to indemnify any other Participating Institution from liability to third parties. To the extent permitted by law, in the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Participating Institutions who receive and provide assistance shall indemnify and hold harmless those Participating Institutions whose involvement in the transaction or occurrence that is the subject of such claim, action, demand, or other proceeding is limited to execution of this Agreement. In addition, to the extent permitted by law, each Requesting Institution shall indemnify, defend and hold harmless those Assisting Institutions together with their employees, directors and officers (collectively, "indemnified parties"), from any claims, actions, demands or other proceedings, and the cost of defending such claims, arising from personal injury or property damage caused in whole or part by the indemnified parties' actions or failures to act while providing such assistance, excepting, however, any injury or damage caused by the gross negligence or intentional acts of such indemnified parties.

11. **Licenses, Certificate and Permit Portability** - If a person or entity holds a license, certificate or other permit evidencing qualification in a professional, mechanical or other skill and the assistance of that person or entity is requested by a Participating Institution, the person or entity shall be deemed to be licensed, certified or permitted in the Requesting Institution subject to any limitations and conditions the Requesting Institution may prescribe and as permissible by law.

12. **Counterparts**. The Participating Institutions may execute this Agreement in one or more

counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.

13. **Term of Agreement** - This Agreement shall be effective as of the date indicated below and shall be automatically renewed annually.
14. **Modification** - No provision of this Agreement may be modified, altered, or rescinded by individual Participating Institutions to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of the Participating Institutions. The Committee must provide written notice to all Participating Institutions of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Participating Institutions.
15. **Termination** - Any Participating Institution may withdraw from the Agreement by providing thirty (30) days prior written notice.
16. **Severability** - The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
17. **Execution**. Each party hereto has read, agreed to and executed this Agreement on the date indicated below.

Date _____

Institution _____ (name/ state)

Signed By _____
(please type name and then include original signature)

Title _____



MUTUAL AID / ASSISTANCE AGREEMENTS IN HIGHER EDUCATION

INTERNATIONAL ASSOCIATION OF EMERGENCY MANAGERS UNIVERSITIES & COLLEGES CAUCUS (IAEM-UCC)

The mission of the Universities & Colleges Caucus (UCC) is to represent the emergency management issues surrounding college and university campuses. The purpose of this caucus is to provide emergency managers from higher education institutions a voice on a national and international scale to ensure their needs are also being addressed by government and industry officials.

MUTUAL AID

In 2014, IAEM UCC conducted a survey of public and private institutes of higher education across the United States. Over half (52%) of the respondents acknowledged their institution has participated in receiving or providing intercollegiate or other mutual aid in the past. Furthermore, 81% stated their organization currently participates in some form of a mutual aid agreement. These results demonstrate that colleges and universities are an integral part of their communities and cannot "go it alone" when critical incidents occur. External assistance is an important element of the safety, security, recovery and restoration on college campuses across the country.

Similar to other mutual aid agreements, the **National Intercollegiate Mutual Aid Agreement (NIMAA)** is a source for providing and/or receiving assistance. Participating in multiple agreements provides institutes of higher education with flexibility when evaluating the most effective and efficient means of obtaining resources during an emergency.

Unlike typical government mutual aid agreements, NIMAA membership can include both public and private institutions. The NIMAA is a mutual aid agreement that is complementary to other mutual aid agreements / programs, and works in cooperation with other plans. By adopting the NIMAA approach to mutual aid and assistance, colleges and universities are able to sign a single agreement covering issues such as indemnification, workers' compensation, and reimbursement. The agreement allows institutes of higher education to share equipment, personnel and other resources. Institutions participating in the NIMAA may be eligible for FEMA assistance / reimbursement and are not precluded from participation in, nor does NIMAA supersede, other mutual aid agreements / programs.

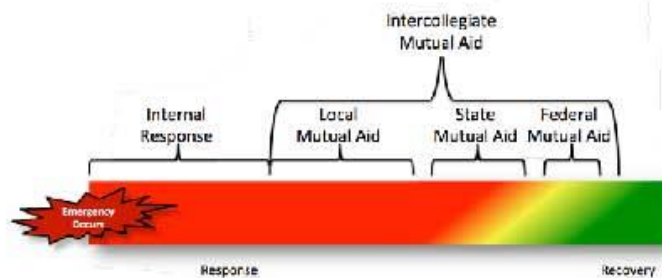
EMERGENCY TIMELINE AND MUTUAL AID

During an emergency, an institute of higher education must determine what resources it needs and evaluate the options available to obtain those resources. This may include multiple mutual aid or assistance mechanisms:

Local Agreements: May be developed with any local agency, organization, municipality, etc. that can provide necessary resources during an emergency.

Statewide Assistance: Public agency resources may be managed by existing mutual aid agreements and may be activated to assist during critical incidents.

Federal Assistance: Federal resources may be made available under strict guidelines and circumstances.



Intercollegiate Assistance: Not bound by local or state borders or public / private status, intercollegiate resources may be made available to members of NIMAA. By activating the NIMAA, members can access a large and diverse pool of resources and knowledge with specialized experience in a higher education setting.

GOVERNING PRINCIPLES

The NIMAA provides for mutual cooperation among participating institutions in conducting disaster related exercises, testing or other training activities in addition to actual emergency periods. The agreement defines financial obligations of the requesting institution as well as those that provide assistance. Insurance coverage and liability protection are key elements addressed in the NIMAA.

INTEGRATED RESPONSE EFFORTS

Depending on the complexity of an emergency, response actions may consist of accessing multiple mutual aid and assistance agreements concurrently. NIMAA is designed to supplement, not replace, traditional mutual aid agreements. It is a resource to be activated when specialized knowledge and/or resources may not otherwise be available and could assist in the response and recovery stages of an incident.

COMMON MISCONCEPTIONS ABOUT NIMAA

FALSE	TRUE
NIMAA membership precludes participation in other mutual aid and assistance agreements, or using resources from contractors or associations.	<ul style="list-style-type: none"> • NIMAA supports mutual aid and assistance networks of all kinds. NIMAA is not the only option. • NIMAA encourages member organizations to access local agreements and statewide programs, and does not attempt to replace them. • NIMAA member organizations can participate in other mutual aid and assistance agreements.
NIMAA obligates members to send resources if they are requested.	<ul style="list-style-type: none"> • No member is obligated to send resources if they decide not to for any reason.
NIMAA membership is expensive.	<ul style="list-style-type: none"> • There is no membership or retainer fee for members of NIMAA. • All member organizations volunteer time to develop and maintain their NIMAA.
Submitting the NIMAA agreement through legal review is cost prohibitive.	<ul style="list-style-type: none"> • The NIMAA agreement has been developed using models and best practices in mutual aid. Many of these examples have been extensively developed and reviewed by legal experts. Additional legal review may not be required, but check with your own legal counsel for your institution.

FOR ADDITIONAL INFORMATION

Additional information is available through the International Association of Emergency Managers Universities & Colleges Caucus (IAEM-UCC). To learn more, please visit the IAEM-UCC website: <http://tinyurl.com/iaem-ucc>



B. Strategic Technology Plan (STP) Recommendation

Over the past decade, the Board of Trustees has established a firm direction for the College. This direction has been solidified by a fully realized set of master plans outlining the future of the College. The Strategic Technology Plan (STP), first approved by the Board in 2009, is integral to the master planning process.

The Strategic Technology Plan serves as a living document to provide guidance for achieving the institution's mission by outlining technology goals, initiatives and strategies that support objectives and goals outlined in the institutional master planning documents mentioned above. The plan details the future technology direction for Neosho County Community College and complements the College's other master plans. The Strategic Technology Plan is driven by, as well as helps to drive, the other planning documents for the College, most notably the Strategic Plan, the Education Master Plan and the Financial Plan.

The Strategic Technology Plan has to be continually updated and modified, however, as the college's technology needs change. The plan is reviewed annually and appropriate changes are made per the plans mentioned above and needs of the college community. The latest changes are not substantive, although changes were made to support new or modified Strategic Plan initiatives, our network and server infrastructure, our lab environments, and the multimedia machines in our classrooms on both campuses. The plan has been approved by the Technology Planning Committee and the Executive Committee. A copy of the plan is provided as a separate document for review.

It was the president's recommendation that the Board approve the NCCC Strategic Technology Plan (STP) with the content to be modified as necessary and appropriate.

Resolution 2017-21

RESOLVED, that the Board of Trustees of Neosho County Community College approves the Strategic Technology Plan as presented.

On motion by Charles Boaz and second by Jenny Westerman the above resolution was approved unanimously.

C. Energy Performance Contract and Investment Grade Audit

Following the previous presentation regarding energy performance contracting, it was the administration's recommendation that the Board authorize the President to enter into an energy performance contract with Energy Solutions Professionals with the contract payment amounts not to exceed \$400,000 annually and the term to be determined by the President and CFO but not to exceed 15 years.

Resolution 2017-22

RESOLVED, that the Board of Trustees of Neosho County Community College authorizes the President to enter into an energy performance contract with Energy Solutions Professionals with the contract payment amounts not to exceed \$400,000 annually and the term to be determined by the President and CFO but not to exceed 15 years.

On motion by Kevin Berthot and second by Charles Boaz the above resolution was approved unanimously.

D. Handgun Exception to Weapons Policy (first reading)

Due to the pending implementation of changes to Kansas statute involving concealed carry of handguns on college campuses, the administration undertook a review of current weapons policies to ensure compliance with the pending legislation. As the Board is aware, the College applied for the maximum four-year exemption to implementation of the concealed carry statute, and that exemption expires June 30, 2017.

The administration has had many discussions regarding the operational implementation of the statute's requirements including review of other community college policies, as well as in-service discussions and supervisor trainings on the topic. Out of these discussions, a new policy exception to the Weapons Policy was drafted and discussed with the College attorney. The attached Handgun Exception to Weapons Policy should meet legal requirements as well as provide the College appropriate direction for implementation. This proposed Handgun Exception would take effect July 1, 2017.

This was a first reading. No action on this proposed policy will be taken until the next regular meeting of the Board of Trustees.

WEAPONS POLICY

The possession or use of lethal weapons on College premises is strictly prohibited. Lethal 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.

Excerpt from existing NCCC Safety and Security Policies

HANDGUN EXCEPTION TO WEAPONS POLICY

In accordance with the Kansas Personal and Family Protection Act, K.S.A. 75-7c01 et seq., as amended (the "Act") and other applicable Federal/State laws, it is permissible and will not be a violation of the NCCC Weapons Policy for the carrying of a concealed **Handgun** on Campus as permitted and specifically allowed by the Act, and also in accordance with the Concealed Carry Restrictions set forth below.

Concealed Carry Restrictions:

Concealed Carry: Each individual who lawfully possesses a **Handgun** on Campus (must be at least 21 years of age) shall be wholly and solely responsible for carrying, storing and using that **Handgun** in a safe manner and in accordance with the law and this Policy. Individuals who carry a **Handgun** on Campus must carry it concealed on or about their person at all times. "Concealed" means completely hidden from view and does not reveal the **Handgun** in any way, shape or form. "About" the person means that an individual may carry a **Handgun** if it can be carried securely in a suitable carrier, such as a backpack, purse, handbag or other personal carrier designed and intended for the carrying of an individual's personal items. Moreover, the carrier must at all times remain within the exclusive and uninterrupted control of the individual. This includes wearing the carrier with one or more straps consistent with the carrier's design, carrying or holding the carrier or setting the carrier next to or within the immediate reach/control of the individual. It shall be a violation of this Policy to openly display any lawfully possessed **Handgun** while on Campus.

Statutory Restrictions: Kansas Statutes define when an individual is permitted to carry a concealed **Handgun** and impose criminal penalties for violations. Violation of State and Federal Laws, Rules, and Regulations applicable to firearms in general and concealed **Handguns** specifically is a violation of this Policy.

Location Restrictions: Certain Campus buildings and/or Public Areas (as defined at K.S.A. 75-7c20) within Campus buildings can be permanently or temporarily designated to prohibit concealed **Handguns**. There are no Campus buildings or Public Areas that have been permanently designated to prohibit concealed **Handguns** with Adequate Security Measures (ASMs) in place. However, the NCCC Vice President for Operations (**VPO**) may temporarily designate a specific location as prohibiting concealed **Handguns** and use temporary ASMs as defined and required by law. Appropriate notice will be given whenever this temporary designation is made.

Campus locations leased by NCCC or used for Off-Campus Activity, and owned by an entity that may lawfully exclude or permit firearms at their premises (concealed or otherwise), may choose at their sole discretion to exclude or permit **Handguns** from their premises, notwithstanding a lease or use arrangement with NCCC. If **Handguns** are excluded at such locations and would otherwise be permitted by this Policy, individuals are expected to comply with the rules imposed by the location.

Safety Requirements: To reduce the risk of accidental discharge on Campus, when carrying a concealed **Handgun** on Campus (whether on the person or in a carrier), the concealed **Handgun** is to be secured in a holster that completely covers the trigger and the entire trigger guard area and that secures an external hammer in an un-cocked position through the use of a strap or by other means. The holster is to have sufficient tension or grip on the **Handgun** to retain it in the holster even when subjected to unexpected jostling. **Handguns** with an external safety are to be carried with the safety in the "on" position. Semiautomatic **Handguns** are to be carried without a chambered round of ammunition and revolvers with the hammer resting on an empty cylinder.

Storage: **Handgun** storage is not provided by NCCC. Individuals may store a **Handgun** in the individual's vehicle when the vehicle is locked and the **Handgun** is secured in a location within the vehicle that is not visible from outside the vehicle; **Handgun** storage by any other means is prohibited.

Specifically, it is prohibited for any individual to store a **Handgun**: i) in a vehicle that is unlocked or when the **Handgun** is visible from outside the vehicle, ii) in an individual's office, iii) in an unattended backpack/carrier, iv) in any type of locker or v) in any other location and under any circumstances except as specifically permitted by this Policy and by state and federal law.

Training: Training on the proper handling of a concealed **Handgun** is encouraged. All NCCC employees are eligible for NCCC continuing education training reimbursement to supplement training for local, noncredit workshops, which could include a gun safety course (for reimbursement, employees must submit an Application to Staff or Faculty Development). Additionally, NCCC may periodically offer on-campus presentations to students/employees related to safe **Handgun** practices.

Any report of Weapons on a NCCC Campus will be addressed by local police departments in coordination with NCCC. The lawful carrying of a concealed **Handgun** should not create

concerns on Campus; however, anything other than the lawful carrying of a concealed **Handgun** has the potential to create confusion and additional risk during police responses.

Applicability: This Policy applies to all Neosho County Community College (NCCC or “College”) students, employees and visitors: i) on the NCCC main campus, Ottawa campus, and within locations owned or leased by NCCC that are not part of the NCCC main or Ottawa campuses (collectively, “Campus”), or ii) when attending/participating in or performing College duties at any off-Campus College sponsored or supervised classes, practices, activities or other programs (collectively, “Off-Campus Activity”).

Enforcement: Any individual violating this Policy will be subject to appropriate disciplinary action, including but not limited to suspension/expulsion, termination of employment, immediate removal/trespass from the premises and/or arrest. Enforcement of violations of this Policy will be administered by the NCCC Dean of Student Services or Director of Human Resources, as appropriate.

State and Federal Law: The foregoing **Handgun Exception To Weapons Policy** shall be subject to State and Federal Laws, Rules and Regulations as they may be amended or interpreted. If any part of any rule or restriction set forth above is determined to be unenforceable due to any such law, rule, or regulation, it shall not affect the enforceability of the balance of the policy. The office of the Vice President for Operations (**VPO**) or designee may from time to time disseminate a summary of Kansas statutory restrictions and definitions which shall thereafter be incorporated in and made a part of this policy.

Reporting:

1. Suspected violations of this Policy should be reported to the office of the VPO, designee, or **NCCC Safety Officers:**

- **Call:** 620-432-0301 Chanute campus; 785-248-2798 Ottawa campus
- **Walk-in:** Operations office, Sanders Hall, Chanute campus only; Dean of Ottawa and Online Campuses, Ottawa campus only
- **Text via:** NCCC LiveSafe Campus Safety App
- Via web site: NCCC Share A Concern at https://cm.maxient.com/reportingform.php?NeoshoCountyCC&layout_id=20.

2. Emergency reports concerning threats or violence on campus:

- **Call:** 620-432-0301 Chanute campus; 785-248-2798 Ottawa campus
- **Text via:** NCCC LiveSafe Campus Safety App
- **Call 911**

E. Revised Campus Safety and Security Policy (first reading)

Due to the College's new weapons policy, changes are also necessary to the existing Campus Safety and Security Policy. The changes are not substantive. See below.

This was a first reading. No action on this proposed policy will be taken until the next regular meeting of the Board of Trustees.

Campus Safety and Security

Providing a safe and secure campus environment for students, college personnel, and the community is very important to the Board of Trustees. The college administration which includes the President, Chief Academic Officer, Chief Operations Officer, Chief Student Affairs Officer, Dean of Student Services, Dean of Outreach and Workforce Development, Dean of Planning and for Operations/CIO, Dean of Ottawa and Online Campuses, and Director of Residence and Student Life, works with local law enforcement agencies in preventing and reporting criminal activities on NCCC campuses.

In addition, under the authority of K.S.A. 72-8222, the board provides for the employment of uniformed security officers to patrol the campus and work special occasions such as ball games and dances. The board designates the Neosho County Community College Safety and Security Committee under the direction of the Chief Operations Officer as the team charged with the development of policy for the campus-wide safety and security program; to evaluate and assess existing fire safety and security systems, electronic access and security systems, and security information systems; and to aid and supplement law enforcement agencies with the protective function of the community college.

A detailed description of specific crime awareness and campus security issues are articulated in the Neosho County Community College Safety and Security Handbook Safety and Security policies.

Added/revised 11/8/01

F. Revised Tobacco Use Policy (first reading)

Currently tobacco use is allowed on the various campuses of NCCC with restrictions on some specific areas and within 35 feet of buildings. With the addition of the fountain at Chanute and after complaints about smoking in areas of ballfields and pedestrian walkways in Ottawa, those restrictions need adjustment. The proposed policy change would move tobacco use back 100 feet from the buildings and away from main sidewalks.

In the past, the Board of Trustees has discussed banning tobacco use completely from campus, allowing use only in personal cars in the parking lots. The Board has also discussed banning smoking but allowing smokeless tobacco following the restrictions of the previous tobacco use policy, i.e. not within the buildings and outside 35 feet from the buildings.

Two previous surveys of students show division on the issue with no clear direction as to banning tobacco or smoking only on campus. Surveys of employees have shown the majority favor banning tobacco from campus.

The administration offered three versions of the policy for a first reading for the Board's discussion and direction. No action will be taken until the next regular meeting of the Board of Trustees.

Tobacco Use

Tobacco use, including the use of e-cigarettes, 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 35-100 feet from any college building and pedestrian thoroughfares with the exception of designated smoking areas identified by appropriate signage. ~~Additionally, s~~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 Learning Center, the Student Union/Gym, Stoltz Hall, and Sanders Hall. Additionally, smoking is also prohibited within 100 feet of the fountain, the softball field and bleachers, and the baseball field and bleachers. The president is charged with developing any additional policies or procedures to carry out this policy. This policy will take effect July 1, 2017.

or

(Tobacco- and Smoke-free campus)

Applicability: This Policy applies to all NCCC students, employees and visitors with respect to use of Tobacco and Smoke Products.

Definitions: "Tobacco and Smoke Products" include, but are not limited to, cigarettes, cigars, chewing tobacco, snuff, electronic or "E" cigarettes, nicotine or chemical vaporizing devices and other forms of chewing or smoking devices as defined by state and federal law.

The College supports a tobacco- and smoke-free learning and working environment. Use of Tobacco and Smoke Products is prohibited in any College building or property except in the outdoor designated areas.

Although not encouraged, use of Tobacco and Smoke Products is permitted in the individual's vehicle. However, cigarette butts, smokeless tobacco, nicotine cartridges and/or any other types of Tobacco and Smoke Product waste must be disposed of inside the vehicle.

Any violation of this Policy may be handled by the appropriate student or employee handbook. The president is charged with developing any additional policies or procedures to carry out this policy. This policy will take effect July 1, 2017.

or

(Smoke-free, not tobacco free)

Applicability: This Policy applies to all NCCC students, employees and visitors with respect to use of Tobacco and Smoke Products.

Definitions: "Tobacco and Smoke Products" include, but are not limited to, cigarettes, cigars, chewing tobacco, snuff, electronic or "E" cigarettes, nicotine or chemical vaporizing devices and other forms of chewing or smoking devices as defined by state and federal law.

The College supports a tobacco- and smoke-free learning and working environment. Tobacco use, including the use of e-cigarettes, is prohibited within any college vehicle or building, owned, leased, or rented by the college, including all distant campuses, sites, or locations. Use of Smoke Products is prohibited in any College building or property except in the outdoor designated areas.

Although not encouraged, use of Tobacco and Smoke Products is permitted in the individual's vehicle. However, cigarette butts, smokeless tobacco, nicotine cartridges and/or any other types of Tobacco and Smoke Product waste must be disposed of inside the vehicle.

Any violation of this Policy may be handled by the appropriate student or employee handbook. The president is charged with developing any additional policies or procedures to carry out this policy. This policy will take effect July 1, 2017.

Renamed and Revised: 08/13/09; Revised: 01/08/15

G. Executive Session: Employer/Employee Negotiations

On motion by Dennis Peters and second by Charles Boaz the Board recessed into executive session for 25 minutes to discuss matters relating to employer/employee negotiations and to include the President, Vice President for Student Learning, Vice President for Operations, Chief Financial Officer, and the college attorney.

The Board entered executive session at 7:23 pm and returned to open meeting at 7:48 pm. On motion by Kevin Berthot and second by Charles Boaz the Board returned to executive session for an additional 5 minutes at 7:50 pm and returned to open meeting at 7:55 pm. No action was taken.

H. Executive Session: Non-elected Personnel

On motion by Dennis Peters and second by Charles Boaz the Board recessed into executive session for 20 minutes to discuss personnel matters of non-elected personnel which if discussed in open meeting might violate their right to privacy and to include the college attorney, with the President on standby.

The Board entered executive session at 8:00 pm and returned to open meeting at 8:20 pm. No action was taken.

IX. ADJOURNMENT

On motion and second the meeting adjourned at approximately 8:22 pm.

Respectfully submitted,

David Peter, Board Chair

Denise L. Gilmore, Board Clerk