



**Board of Trustees**

**Policy Handbook**

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## Board of Trustees

|                         |            |
|-------------------------|------------|
| Mr. Bryan Schulz.....   | Member     |
| Mr. Charles Boaz .....  | Member     |
| Ms. Lori Kiblinger..... | Vice Chair |
| Mr. David Peter .....   | Member     |
| Mr. Dennis Peters.....  | Chair      |
| Ms. Martha McCoy.....   | Member     |

## Appointments

|                              |                 |
|------------------------------|-----------------|
| Mr. David Bideau.....        | Board Attorney  |
| Ms. Kenna Bideau-Kepley..... | Board Attorney  |
| Dr. Brian Inbody .....       | Board Secretary |
| Ms. Sondra Solander .....    | Board Treasurer |
| Ms. Amy Ranabargar .....     | Board Clerk     |

If any provision(s) of this policy is found to be inconsistent with a law(s) or a regulation(s) duly promulgated by a local, state or federal agency(ies), the provision(s) of such law(s) and/or regulation(s) shall prevail. However, all other provisions of the policies shall remain in full force and effect.

If any provision(s) of these policies is determined to be invalid and unenforceable by a court having jurisdiction of the college, such provision(s) shall be considered void, but all other valid provision(s) shall remain in full force and effect.

The Board of Trustees at all times reserves the right to add to, delete from, alter or amend the policies of this manual.

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 contact the Title VI and IX and Section 504 Coordinator, NCCC, 800 West 14<sup>th</sup> Street, Chanute, KS 66720. (620) 431-2820, ext. 212.



## Section I: Mission, Vision, and Purpose Statements

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### Mission

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

### Vision

(Revised 12/10/09, 2/20/11, 11/13/18)

Neosho County Community College will adapt to the changing needs of our current and future constituents with innovative, creative programs based on the leadership and excellence in faculty, administration, and staff and be the premier community college in Kansas.

### Purpose Statements

(Revised 12/10/09, 11/20/14, 4/14/22)

Our purposes are:

#### Student Learning through:

- Integrating effective curriculum, teaching, and technology to build engaging educational environments
- Using effective assessment processes for educational environments
- Advancing critical thinking and open exchange of ideas

#### Student success through:

- Facilitating student goal completion, retention and persistence
- Promoting accessibility via college/career readiness efforts, affordability, flexible scheduling & modalities
- Using a comprehensive system of proactive support
- Embracing diversity

#### Accountability to stakeholders through:

- Communicating openly with all constituencies
- Managing resources ethically & effectively
- Implementing systematic, evidence-based integrated plans
- Supporting and developing college employees
- Providing safe and comprehensive facilities

#### Meeting community needs through:

- Facilitating community and economic development by providing an informed citizenry & skilled workforce
- Fostering cultural, educational, and athletic enrichment
- Offering learning opportunities for all
- Inspiring a spirit of service, innovation, and entrepreneurship

## **Section II: Responsibilities and Organization of the Board of Trustees**

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### **Authorization: Corporate Status; Name**

Neosho County Community College shall be governed by a board of trustees which shall constitute a body corporate and politic, possessing the usual powers of a corporation for public purposes, under name and style of "The Board of Trustees of Neosho County Community College of the State of Kansas."

### **Responsibilities of the Board of Trustees**

(revised 10/18/12)

The NCCC Board of Trustees, in accordance with the provisions of law and the rules and regulations of the state board of regents, shall have custody of and be responsible for the property of the community college and shall be responsible for the operation, management and control of the college.

Powers and duties assigned to the Board of Trustees by Kansas statute (K.S.A. 71-201) include:

1. To select its own chairperson and such other officers as it may deem desirable from among its own membership.
2. To sue and be sued.
3. To determine the educational program of the college, subject to prior approval thereof, as provided in this act and to grant certificates of completion of courses or curriculum.
4. To appoint and fix the compensation and term of office of a president or chief administrative officer of the college.
5. To appoint, upon nomination of the president or the chief administrative officer, members of the administrative and teaching staffs, to fix and determine within state adopted standards their specifications, define their duties, and fix their compensation and terms of employment.
6. Upon recommendation of the chief administrative officer, to appoint or employ such other officers of the college, agents and employees as may be required to carry out the provisions of law and to fix and determine within state adopted standards their qualifications, duties, compensation, terms of office or employment, and all other terms and conditions of employment.
7. To enter into contracts.
8. To accept from any government or governmental agency, or from any other public or private body, or from any other source, grants or contributions of money or property which the board may use for or in aid of any of its purposes.
9. To acquire by gift, purchase, lease-purchase, condemnation or otherwise, and to own, lease, use and operate property, whether real, personal, or mixed, or any interest therein, which is necessary or desirable for the community college purposes.
10. To enter into lease agreements as lessor of any property, whether real, personal, or mixed, which is owned or controlled by the community college.

11. To determine that any property owned by the college is no longer necessary for college purposes and to dispose of the same in such manner and upon such terms and conditions as provided by law.
12. To exercise the right of eminent domain, pursuant to Chapter 26 of the Kansas Statutes Annotated.
13. To make and promulgate such rules and regulations, not inconsistent with the provisions of law or with the rules and regulations of the state board of regents, that are necessary and proper for the administration and operation of the community college and for the conduct of the business of the Board of Trustees.
14. To exercise all other powers not inconsistent with the provisions of law or with the rules and regulations of the state board of regents which may be reasonably necessary or incidental to the establishment, maintenance, and operation of a community college.
15. To appoint a member to fill any vacancy on the Board of Trustees for the balance of the unexpired term.
16. To contract with one or more agencies, either public or private, whether located within or outside the community college district or whether located within or outside the state of Kansas for the conduct by any such agencies of academic or vocational education for students of the community college, and to provide for the payment to any such agencies for their contracted educational services from any funds or moneys of the community college, including funds or moneys received from student tuition, and fees, funds received from the state of Kansas or the United States for academic or vocational education or taxes collected under K.S.A. 71-204, and amendments thereto.
17. To authorize by resolution, the establishment of a petty cash fund in an amount not to exceed \$1,000, and to designate in such resolution an employee to maintain such petty cash fund.

### **Governance**

(added 4/9/02) (revised 9/12/02, 12/18/03)

Governing Style: In its governance, the board will emphasize outward vision, encourage a variety of viewpoints, provide strategic leadership with collective decision-making, and remain proactive about the future success of the college. More specifically, the Board will:

1. Direct, control and inspire the organization through the careful establishment of the broadest organization policies reflecting the board's values and perspectives. The board's major focus will be on results and their long-term impact.
2. Seek input from various sources including staff, students, faculty, employers, and other community members as necessary.
3. Make decisions, to the extent possible, on a consensus basis.
4. Monitor, evaluate and discuss the board's process and performance regularly.
5. Honor the division of responsibility between the board and the CEO/president and staff, and contribute to creating a spirit of true cooperation and a mutually supportive relationship in support of our stakeholders.

## Trustee Code of Ethics

(approved 11/13/03)

As a governing board member, I am responsible to:

1. devote time, thought, and study to the duties and responsibilities of a community college board member so that I may render effective and creditable service;
2. work with my fellow board members in a spirit of harmony and cooperation in spite of differences of opinion that arise during vigorous debates of points of issue;
3. base my personal decision upon all available facts in each situation; vote my honest conviction in every case, unswayed by partisan bias of any kind; therefore, to abide by and uphold the final majority decision to the board;
4. remember at all times that as an individual I have no legal authority outside the meetings of the board, and to conduct my relationships with the community college staff, the local citizenry, and all media of the community on the basis of this fact;
5. resist every temptation and outside pressure to use my position as a community college board member to benefit myself or any other individual or agency apart from the total interest of the community college district;
6. recognize that it is as important for the board to understand and evaluate the educational program of the community college as it is to plan for the business of college operation;
7. bear in mind under all circumstances that the primary function of the board is to establish the policies by which the community college is to be administered;
8. welcome and encourage active cooperation by citizens, organizations, and the media of communication in the district with respect to establishing policy on current college operations and proposed future developments;
9. support the state and national community college trustees associations;
10. finally, strive step by step toward ideal conditions for the most effective community college board service to my community, in a spirit of teamwork and devotion to public education as the greatest instrument for the preservation and the perpetuation of our representative democracy.

## Selection of the President

(revised 7/9/09, 10/18/12, 07/09/15, 3/20/2024)

Pursuant to K.S.A. 71-201 and as indicated in #4 of the Responsibilities of the Board of Trustees, the Board of Trustees will employ the President. The Board, at such time as it may deem expedient, shall appoint and fix the compensation and term of office of a President, who shall not be a member of the Board. The President's term of office shall begin on the first day of July or such other date as the Board may determine. The President shall have charge and control of the college, subject to the orders, rules, and regulations of the Board.

The board may extend the President's contract each year for a period not to exceed four years. Reappointment of the President and extension of the President's contract shall be as provided in the contractual agreement between the President and the Board of Trustees. Any contract or extension shall be in writing and shall specifically state the beginning and end dates of the contract or extended contract term.

The board shall adopt and observe an Emergency Chief Executive Succession Plan, which Plan shall be maintained as part of the records of Neosho County Community College.

### **Election and Terms of Office**

(revised 6/9/16)

The board of trustees shall consist of six members who shall be elected for four-year terms. Every two years three members of the board shall be elected at large from the territory of the community college district.

Elections will be held on the Tuesday following the first Monday in November in each odd-numbered year in a general school election. If necessary, primary elections will be held on the first Tuesday in August of odd-numbered years. Laws applying to such elections shall be applicable.

### **Filling of Board Vacancies**

Pursuant to K.S.A. 71-201, the board shall have power to fill any vacancy which may occur in its membership not sooner than fifteen (15) days after it has properly published notice of such vacancy.

### **Organization of the Board**

(revised 2/9/06, 1/10/17)

At the first regular meeting each January, the board shall organize by the election of a chairperson from its members, who shall serve for one year or until his/her successor is elected and qualified. The board shall also elect a vice chairperson from its members, who shall serve for one year or until his/her successor is elected and qualified. There shall be no limitation to the number of one-year terms to which a member may be elected to serve as chairperson or vice chairperson. All members of the board are encouraged to consider service as chairperson and/or vice chairperson. The board will select other such officers as it may deem desirable from among its own membership or from other qualified individuals.

### **Board Chairperson as Presiding Officer**

The chairperson of the board of trustees shall preside at all meetings of the board. The chairperson, as well as the vice chair, shall participate in the formulation of all board agendas.

### **Board Chairperson as Signatory**

The chairperson of the board of trustees of NCCC shall be empowered to execute all legal documents including deeds to convey title to properties owned by the Board of Trustees for which the Board of Trustees has authorized the sale.

### **Board Chairperson as Spokesperson**

The chairperson is the spokesperson for the Board of Trustees. As such, he/she shall serve as the major conduit between the trustees and the general public, including the media, and between the trustees and the college administration. The chairperson shall not have the authority to make policy or commit the board in any way without authorization of the board.

### **Vice Chairperson**

In the absence of the chair, the vice chairperson shall assume the duties of the chair.

## **Clerk of the Board Duties**

The clerk of the board shall attend all meetings of the board; shall keep an accurate journal of its proceedings; and shall have the care and custody of the records, books, and documents of the board. The records of the board shall, at all reasonable times, be open for and available to public inspection. The clerk shall countersign all warrants drawn upon the treasurer by order of the board and shall keep an accurate account of all monies paid to the treasurer for the account of said board. Before entering upon the discharge of these duties, the clerk shall furnish a corporate surety bond in an amount fixed by the board, to be approved and paid by the board.

## **Treasurer Duties**

The treasurer shall deposit all monies belonging to the board in accordance with the provisions of Chapter 9, Article 14, of the Kansas Statutes Annotated. The treasurer shall attend all meetings of the board; shall prepare and submit in writing monthly reports of the finances of the board; and shall pay money belonging to the board only upon warrants signed by the chairman and countersigned by the clerk. Before entering upon the discharge of these duties, the treasurer shall furnish a corporate surety bond, in an amount fixed by the board, to be approved and paid by the board.

## **Attorney and Auditor**

The Board of Trustees selects and/or retains an attorney on an annual basis. The amount of the attorney's retainer fee is to be determined by the board.

Specifications for an annual audit shall be approved by the Board of Trustees before bids are solicited. The audit bid document may provide for an audit contract period not to exceed three years.

## **Board Meetings**

(revised 1/10/17)

The Board of Trustees shall hold at least one regular meeting each month at a time and place prescribed by the board. Special meetings may be held from time to time as circumstances may demand. Special meetings may be called by the chairperson of the board or by two or more members of the board when it is determined that circumstances warrant a special meeting. All members of the board must be notified either in person, by telephone, or in writing of the day and hour of such special meetings. The provisions of K.S.A. 75-4317 through 75-4320 regarding open meetings shall be observed.

In the event that the regular meeting date shall fall on a legal holiday or on any school holiday established by the Board of Trustees, the regular meeting shall be held on the following day commencing at the same hour.

## **Amendment of Policies**

With the authority granted to the Board of Trustees, the board has adopted the policies included herein. These policies may be amended at the discretion of the board. The procedure which will be followed for amendment shall be as follows:

These policies may be amended by a majority of members at a regular meeting of the board following notification of desire to amend at a preceding regular or special meeting.

## **Constitution of Passing Vote**

All official actions of the board shall be taken by a quorum of four members and four affirmative votes shall be required for a passing vote. No individual member's vote will be recorded unless so requested by the member at the time of the vote.

## **Board Agenda**

(revised 1/10/17)

It shall be the policy of the board to expect the President in conjunction with the chairperson or vice chairperson of the board, to prepare a written agenda at least two (2) business days prior to each regular meeting, and that any member of the board is privileged to ask that items of his/her special interest be included on this agenda. The request should be made to the President or the chairperson of the Board of Trustees.

## **Order of Business**

In all regular meetings of the board, the following order of business will be observed: (1) call to order; (2) roll call; (3) public comment; (4) approval of the agenda; (5) approval of consent agenda; (6) reports; (7) unfinished/old business; (8) new business; (9) adjournment.

## **Guidelines for Public Comment**

1. Persons wishing to address the board shall advise the President prior to the beginning of the meeting by giving their name and the agenda item which they wish to address.
2. The chair may, at his/her option, or shall on majority vote of the board, recognize persons to address the Board of Trustees after the members have discussed the agenda item but prior to a vote on the motion.
3. There shall be agenda time for members of the public to address the board on non-agenda items. The board shall, however, take no action on concerns or requests made during this time:
  - a. Each speaker is limited to five minutes;
  - b. Written information may be submitted;
  - c. Persons wishing to speak will identify themselves and state whether or not they represent an opinion of a group; and
  - d. Information or comments related to NCCC non-elected personnel may be referred to executive session.

## **Executive Session**

(amended 5/17/99)

Upon formal motion made, seconded, and carried, the board may recess to a closed or executive session. Any motion to recess for a closed or executive session shall include a statement of justification for closing the meeting, the subjects to be discussed during the closed or executive session, and the time and place at which the open meeting shall resume. Such motion, including the required statement, shall be recorded in the minutes of the meeting and shall be maintained as part of the permanent records of the board. Discussion during closed or executive session shall be limited to those subjects stated in the motion.

The only subjects which may be discussed at any closed or executive session are:

- 1) Personnel matters of non-elected personnel;
- 2) Consultation with an attorney for the board, who is present, which would be deemed privileged in the attorney-client relationship;
- 3) Matters relating to employer-employee negotiations whether or not in consultation with the representative(s) of the public body.
- 4) Matters relating to actions adversely affecting a person as a student, except that any such person shall have the right to a public hearing if he or she so requests;
- 5) Preliminary discussions relating to the acquisition of real property, and
- 6) Confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships.
- 7) Matters relating to the security of a public body or agency, public building or facility or the information system of a public body or agency, if the discussion of such matters at an open meeting would jeopardize the security of such public body, agency, building, facility or information system.

### **Board Minutes**

Copies of the minutes will normally be sent to board members following each meeting rather than having them read by the clerk at each meeting.

### **Role of the Trustees**

The primary role of the trustee is policy making. The board may operate with authority only when legally in session. Individuals and groups may at times confront a single board member with issues which usually should be handled by the President of the college. In these cases, the board member should withhold comment and/or opinion until he/she has had the benefit of hearing the issue discussed by the President and the board in session where all aspects of the problem may be aired. A board member should not compromise other members of the board or the President of the college by predicting what action may be taken.

### **Advisory Committees**

The Board of Trustees appoints board advisory committees from time to time to assist in the study of special problems relating to the operation and administration of the college. These are committees with advisory functions only and it is understood that action can come only from the board.

### **Reimbursement for Expenses**

Pursuant to K.S.A. 71-201 (a), members of the Board of Trustees shall be paid subsistence allowances, mileage and other actual and necessary expenses incurred in the performance of their official duties. Mileage reimbursement forms are available from the Chief Financial Officer.



## Section III: Fiscal Control

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### Introduction

Acceptance of the responsibility for administering the business affairs of a public community college implies on the part of the President and the Board of Trustees recognition of a commission of trust from the taxpayers of the district. As a protection to the Board of Trustees, which is the agency responsible to the taxpayers for all phases of the educational program, the fiscal policies herein have been established.

### Audit

It shall be the policy of the Board of Trustees to require that all college accounts be audited at any time the Board of Trustees so desires, but in any event to be audited annually. This shall include the accounts of the Board of Trustees and college agency or auxiliary accounts.

### Bill Payment

(revised 6/16/99, 3/12/15)

Pursuant to K.S.A. 12-105b, the chief financial officer and the president of the college are authorized to pay bills in advance of their presentation and approval by the board of trustees under the following circumstances: 1) the college will benefit from a discount provided for early payment or it will avoid assessment of a penalty; 2) reimbursement of employee travel expenses if submitted more than fifteen (15) days prior to the next regular board meeting. Funds are drawn down as a reimbursement after the vendors are paid.

The college will utilize payment methods that must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the college whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

### Budget

(revised 6/12/24)

The budget for Neosho County Community College shall be adopted annually by the Board of Trustees as provided by Kansas law. The adopted legal budget includes estimated income and expenses for the fiscal year as established by law. The President shall have the authority to approve reallocation of available funds within the approved budget or supplemental budget appropriations within the framework of the adopted annual legal budget. A copy of the adopted budget along with proof of publication shall be filed with the Neosho County Clerk and Kansas Board of Regents as provided by law.

### Capital Assets

(adopted 3/12/15) (revised 9/9/2021)

Capital assets include land, buildings, furniture, equipment, and vehicles. Capital assets are defined as assets with an initial individual cost of more than \$5,000 and an estimated useful life of more than one year. Such assets are recorded at historical cost or estimated historical cost. Donated fixed assets are recorded at estimated fair value at the day of the donation. The cost of normal maintenance and repairs that do not add value of the assets or materially extend the life of the asset are not capitalized. Major additions and improvements are

capitalized. The College capitalizes interest on the construction of capital assets when material.

The college's capital assets are depreciated using the straight line method over the estimated useful lives of the assets. Estimated useful lives are as follows:

|                                |           |
|--------------------------------|-----------|
| Buildings                      | 38 Years  |
| Building Improvements          | 20 Years  |
| Furniture                      | 10 Years  |
| Vehicles                       | 5-7 Years |
| Equipment, including computers | 3-7 Years |

## Cash Advance

(revised 4/11/13)

A cash advance may be provided to employees engaged in out-of-town travel on behalf of NCCC. If a cash advance is approved, employees can pick up their cash advance from the business office the day prior to their travel. Upon returning, an electronic travel expense report must be completed and submitted for approval within one week. No employee will be allowed an additional advance until the previous expense report has been completed and filed with the business office.

Any prepaid or charged expenses must be recorded as an actual expense on the report to assist in computing the full cost of each trip.

If a personal vehicle is used, specify the number of miles traveled times the mileage rate and record this amount as personal vehicle transportation expense. Detailed information is needed for all miscellaneous expenses.

Each expense report should be used to settle with the college only those expenses incurred in conjunction with the travel request previously submitted. Any personal expenses, which qualify for reimbursement, should be submitted to the business office on a requisition.

All receipts must be attached to the expense report before it is sent to the Chief Financial Officer. Reimbursements cannot be made without the receipts.

The expense report must be completed and turned in to the Chief Financial Officer within one week after returning. If money is due to the college, it must be brought to the cashier with the expense report.

## Damaged Supplies

If there are any problems with the supplies, the business office should be notified immediately in order that it may contact the vendor. If the item is damaged, the packing box should not be destroyed until notified to do so by the business office. If a package needs to be sent back to the vendor through UPS, the package should be brought to the business office. The business office will then make sure the package is returned properly.

## Disposal of Records

(revised 2/14/02, 10/19/06, 3/12/15, 4/10/24)

Any authorized employee of Neosho County Community College may destroy records as the timetable indicates below:

1. Bookkeeping and accounting records which are original books of entry, and purchase orders – five years.
2. Financial papers relating to programs supported by federal funds

### Retention Requirements for Records

Financial records, supporting documentation, statistical records, and all other non-federal entity records will be maintained for a minimum of three years after the final expenditure report is submitted. This length may be extended due to statute or an exception from OMB.

### Methods for Collection Transmission and Storage of Information

Federal award related information shall be collected, transmitted, and stored in open and machine readable format, rather than in closed formats or on paper, so that files cannot be amended or altered.

### Access to Records

The federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass through entity, or any of their authorized representatives will have the right to access any documents, papers, or other records of the non-federal entity which are pertinent to the federal award. The only exception to this is protected personally identifiable information (PII). Such information will be kept confidential and are exempt from disclosure pursuant to the Freedom of Information Act (5 U.S.C 552).

3. Insurance policies – five years after expiration of the term.
4. Bonds and coupons returned by state fiscal agency – six months after next formal audit.
5. Official bonds of surety – five years after termination of terms of employment.
6. Student records – five years beyond the last year of attendance (NCCC transcripts will be archived indefinitely).
7. Employment records will be archived indefinitely, unless prohibited by law.

Exceptions: policies outlined in other published materials, i.e. department manuals or handbooks.

Method of Disposal: Shred or purge as appropriate.

## **Expense Allowances**

(amended 5/17/99 effective 7/01/99) (revised 3/12/15, 3/14/17)

It is the policy of NCCC to reimburse employees for properly documented and submitted reasonable out-of-pocket expenses provided for in this policy while traveling on authorized College assignments or while engaged in authorized College business.

### Travel

All travel that will require reimbursement of expenses must be approved in advance in writing by the appropriate Vice President and/or President. Employees traveling in groups should submit an individual travel expense report when practicable. Employees must provide receipts for all expenses except per diem meals. Reimbursable College business related expenses while traveling does not include additional charges for personal items such as movies, laundry service or gym use.

While traveling on authorized College assignments, Employees may choose between receiving per diem payment for meals or being reimbursed for meal expenses with receipt support as provided below. When traveling the employee must choose one method of meal payment, not a combination of methods per trip. No receipts are required for those choosing per diem.

### Per Diem Choice

Employees choosing per diem payment for meals will receive the Wichita federal per diem rate effective March 1 each fiscal year. When travel does not involve the entire day the amount will be prorated by the number of meals needed during travel. For each meal needed during travel the employee will receive one-third of the Wichita federal per diem rate.

### Meal Receipts

As a guideline for those choosing to be reimbursed for meals or using college credit cards, meal expenses should be kept within the Wichita federal per diem rate when practicable. To be eligible for meal reimbursements an employee's job must require that they be away from their usual place of employment according to the following schedule:

Breakfast – 5:00 a.m. to 10:00 a.m.

Lunch – 10:01 a.m. to 4:00 p.m.

Dinner – 4:01 p.m. to 12:00 a.m.

Employees seeking reimbursement or using a college credit card for meals must provide receipts. Alcohol is not an allowable expense. The receipt should contain the reason for the travel, the meal, and those individuals included on the receipt.

### Tips

Reasonable tipping at restaurants and for other services is permissible. Employees should be mindful of restaurant tipping policies, especially when traveling with large groups where tips may be automatically added to the bill. Unless automatically added to the check, employees should not tip more than 20% of the total bill under any circumstance.

### Conferences

Employees are not to claim per diem or meal reimbursement for times when meals are provided for by the host or as part of a registration fee. Any other expenses incurred such as between meal snacks, personal phone calls, movies, etc. will not be reimbursed.

Registration Fees – Advance registration fees will be paid directly by the college when requested and approved. Authorized registration fees paid by employees will be reimbursed when requested on the expense report.

### Student Travel

Coaches and sponsors may request a college credit card (when available), cash advance, or reimbursement or any combination thereof. The per diem rate may be less than the Wichita federal meal rate at the discretion of the coach or sponsor in consultation with their supervisor. Receipts are required unless the per diem method is chosen.

If students receive meal money individually the per diem method requires a roster with each student listed that received meal money and the amount they received signed by the student recipient.

### Procedure

Employees shall submit written claims for reimbursement within six (6) business days from the date of the claim accrued or the date of return from authorized travel, whichever is later. Claims shall be on forms provided by the College and all required receipts and itemization shall be submitted. Expenses that are not College business related or are deemed inappropriate as determined by the Chief Financial Officer of the College will be disallowed.

## **Fiscal Year**

(revised 3/12/15)

The college's fiscal year shall begin on the first day of July and end on the last day of June in the succeeding year (July 1-June 30).

## **Financial Accounting**

The Chief Financial Officer shall develop and implement a chart of accounts, a system of financial accounting called fund accounting and procedures to insure that all funds received and disbursed by the college are in accordance with board policies, state and federal laws and regulations. The operation budgets are based upon the legal budget adopted by the board.

## **Grant Funds Cash Management Procedures**

(adopted 4/11/13) (revised 3/12/15)

In accordance with 29 CFR Section 95.21 – Standards for financial management systems and 29 CFR Section 95.27 – Allowable costs, accurate, current and complete disclosure of the financial results of each federally-sponsored project or program is reported in the College's Annual Financial Statements and Independent Auditor's report with Supplemental Information and Federal Compliance Section.

The following procedures shall be adopted to ensure the integrity of grant funds:

1. Detailed records shall be maintained that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to the following:
  - a. Federal Awards
    - i. Sub-recipients name (must match registered name in DUNS)
    - ii. Sub-recipient's DUNS number
    - iii. Federal award identification number (FAIN)
    - iv. Federal award date
    - v. Sub-award period of performance
      - start date
      - end date
    - vi. Amount of federal funds obligated by this action
    - vii. Total amount of federal funds obligated to sub-recipient
    - viii. Total amount of the federal award
    - ix. Federal award project description
    - x. Name of pass-through entity and contact information for awarding official
    - xi. CFDA number and name
    - xii. Is this a research and development award?

- xiii. Indirect cost rate
  - b. Authorizations
  - c. Obligations
  - d. Unobligated balances
  - e. Assets
  - f. Outlays
  - g. Income
  - h. Interest
2. By maintaining detailed accounting records, segregation of accounting duties and proper internal controls all College assets shall be safeguarded to assure they are used for authorized purposes.
  3. The office of Chief Financial Officer shall make quarterly comparison of outlays with budget amounts for each grant award.
  4. Transfer of funds to the College from the U.S. Treasury shall occur no more than three days prior to the issuance of checks or payments to recipients.
  5. Prior to issuing payments the applicable grant award director shall determine the reasonableness and allow ability of costs in accordance with the provisions of the applicable Federal cost principles, OMB Circular A-21 and the terms and conditions of the award.
  6. Source documentation shall accompany all accounting records and be maintained by the Chief Financial Officer.

## **Income**

The college will generate income from various sources. A mill levy will be set based upon estimated assessed valuation figures produced by the county clerk. The mill levy is approved through the legal budget and may not exceed the limits set by Kansas State Statutes.

Tuition and fees will be charged to students enrolled in classes and shall not exceed the limit set forth by Kansas Statutes. Class fees in excess of \$10 per class must have prior board approval.

Student incidental fees shall be charged for the purpose of maintaining activities for students. Student union fees shall be charged to reduce the bond indebtedness of the student union. A computer fee shall be charged to defray costs of computer upgrades and/or replacement. All above fees shall be approved by the Board of Trustees.

## **Insurance**

The Board of Trustees shall carry property and casualty insurance to protect the college from catastrophic liability claims.

## **Inventory**

(added 3/12/15)

A detailed listing of furniture, vehicles and equipment, including computers is maintained through the chief financial officer. Capital assets are recorded and marked with an inventory number at the time of purchase. The inventory clerk conducts a complete visual inspection of each asset on an annual basis. Disposed items are identified and disposal date is recorded.

## **Investments**

The board has authorized investments within statutory limitations set by K.S.A. 12-1675 from any and/or all funds not needed. Interest from these investments will be placed in the general fund except for such investments as are from revenue bond-related accounts which shall have interest credited to each specific account. Activity fund interest shall be placed in the out-district scholarship fund, unless otherwise required by law or designation of the donor.

## **Monthly Report**

The Chief Financial Officer shall make a monthly report to the President and board summarizing the revenue, expenditures, and encumbrances within the various funds maintained as part of the college's accounting system.

## **Petty Cash**

A petty cash fund in an amount not to exceed one thousand dollars (\$1,000) has been established and the Chief Financial Officer has been designated to maintain such petty cash fund. The Chief Financial Officer shall receive such funds and keep a record of all receipts and expenditures from the fund, and shall from time to time, and at the end of the fiscal year, prepare a statement for the board showing all receipts, expenditures, and the balance in the petty cash fund. The Chief Financial Officer is hereby authorized to make a claim for replenishment of the fund to its original amount in advance of approval by the Board of Trustees if, at any time during the period between regular monthly meetings of the Board of Trustees, the balance remaining in the fund is insufficient to make needed expenditures for any purpose for which the petty cash fund is maintained. No petty cash fund may be replenished more than one time during each period between regular monthly meetings of the Board of Trustees. If the petty cash fund is replenished prior to the end of the month in accordance with the foregoing authorization, the Chief Financial Officer shall submit the record of all expenditures made there from, and the purpose therefore, and shall submit the record to the Board of Trustees at the next regular monthly meeting thereof. The petty cash fund shall be replenished by payment from the appropriate funds of NCCC to the petty cash fund under proper claims. The fund shall be kept separate from all other funds and shall be used only for authorized expenditures and an itemized receipt shall be taken for each expenditure. No part of such fund may be loaned or advanced against the salary of an employee. All employees entrusted with such funds shall be bonded by NCCC.

## **Purchasing – General Policies**

(revised 10/9/2018)

Good planning is a must in the procurement of goods/services to be used by the college. The college will buy where it can get the greatest value per dollar expended, regardless of the location of the supplier. The correct number of items should be purchased to prevent frequent reordering, missing price breaks or encountering storage problems. Enough time should be allowed to receive items needed. Where everything is equal, the supplier within Neosho County will be given preference.

Unless otherwise denoted in policy, all purchases must be preapproved. Generally, a purchase requisition must be approved before any goods/services can be contracted or purchased on behalf of NCCC. If the purchasing policy is violated and goods/services are contracted or purchased, the employee may be required to consider these goods/services as their personal property and also be required to reimburse the College for the full cost.

In the case of college credit card purchases or purchases made on account, every effort should be made to acquire pre-approval from the employee's supervisor before the transaction is made. An approved pre-travel request is considered preauthorization for travel related credit card purchases made while traveling. A requisition must be completed within three business days or as soon as practicable after the credit card transaction is complete. Failure to receive pre-approval, return the purchase receipt, or complete the purchase process in a timely fashion could result in corrective action for the employee including loss of credit card, reimbursement to the college for the purchase, and/or additional discipline measures taken against the employee. The bid and expense policies apply in all purchases, including credit card purchases.

### **Purchase Order**

(revised 4/11/13)

The purchase order is used to notify vendors of needed supplies.

When supplies/services have been received and found in working order, the person initiating the requisition should return to the business office along with any packing slips or invoices.

### **Purchasing Requisition**

(revised 4/11/13, 3/12/15)

An electronic purchase requisition is the form which must be used to request the purchase of supplies/services for the college, and can be obtained from the business office.

After the employee initiating the requisition completes the form, it is submitted to the supervisor, who will approve or disapprove the expenditure and consult the budget to determine the availability of funds. The requisition is forwarded to the Chief Financial Officer for approval, at minimum. Purchases of \$5,000 and above will be approved by the president. The Chief Financial Officer will verify availability of funds, accuracy of account number, and adherence to college policies. At this point, a purchase order will be electronically created.

The requisition form contains the following information:

1. Vendor
2. Requestor
3. Quantify
4. Description – the description should be written in technical terms (K.S.A. 2581-43), and also in layman's terms. Include information such as size, color, model, brand, time span services cover. A brief justification is needed as to why the supplies/services are needed and/or how and where they will be used.
5. Unit cost
6. Total cost
7. Account number
8. Special comments – used for such things as “prepayment required,” “hand deliver purchase order,” “special shipping instructions.”



## Micro-Purchasing

(adopted 3/12/15)

Micro-purchasing is the acquisition of supplies or services, the aggregate amount of which does not exceed the threshold as defined in 200.320 (78632, Federal Register, Vol.78, No. 248/Thursday, Dec. 26, 2013/Rules and Regulations). The threshold is currently \$3,000 for most purchase types (exception \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act).

- (a) To the extent practicable, the college will distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotes if the college considers the price to be reasonable.
- (b) If micro-purchasing procedures are used the college will use price or rate quotes from an adequate number of qualified sources.

## Bids

(revised 5/11/06, 6/14/07, 3/12/15, 7/8/2021)

If the estimated cost of purchase is between \$7,000 and \$20,000, quotes shall be secured (3 or more) by telephone, letter, fax, email or internet, and the lowest and/or best quote shall be accepted.

If the estimated cost is \$20,000 or more, the purchase shall be made by a competitive formal, sealed bidding process in which bids are solicited from at least three independent vendors. Such bids shall be submitted to the board for approval. The president can supersede above procedures if the item can be purchased at state or national contract prices.

All factors of the bids shall be considered, price being one factor. If a bid is submitted by bidder(s) domiciled within Neosho County and the low bid is submitted by a bidder domiciled outside Neosho County, any Neosho County domiciliary which submitted a bid may be deemed a preferred bidder if (1) the quality suitability and usability of the materials, goods or wares are equal; (2) the amount of the bid of the Neosho County domiciliary does not exceed the amount of the low bid by more than 5% of a bid below \$25,000.00, 3% of a bid of \$25,000.00 up to \$50,000.00, or 1% of a bid over \$50,000.00; and (3) the Neosho County domiciliary agrees to meet the low bid by filing a written agreement to that effect within three (3) business days after receiving notification of being deemed a preferred bidder. The lowest bid submitted by a bidder domiciled within Neosho County, Kansas, and deemed a preferred bidder which elects in writing to meet the low bid may be accepted. The provisions of this paragraph may also be applied to acceptance of quotes where board approval is not required. The provisions of this paragraph shall not apply to expenditures for construction, re-construction or remodeling. New faculty and staff receive training at new employee orientation or as an employee's situation changes.

The board reserves the right to reject any or all bids for items of purchase. The chief financial officer may request bids for items under \$20,000. Competitive bids are not required when the items purchased require compatibility with existing equipment, or when items are necessary to meet a specific educational objective, or when items are acquired for resale. Services of any kind are excluded from the bidding process and the acquisition, construction or renovation of a project or projects that involve both services and products, such as a design-build structure or the acquisition, construction or reconstruction of software applications and/or hardware including network infrastructure are also excluded from the bidding process but are subject to prior board approval.

Emergency situations that necessitate the immediate purchase of goods or services may be made according to procedures outlined by the president. Such procedures may include the delegation of emergency purchasing procedures to appropriate college personnel. An emergency for the purposes of this paragraph shall include by way of example and not as a limitation situations such as 1) the college will suffer damage to its students, employees, physical facilities or normal operations if immediate procurement of materials, goods or wares does not occur, or 2) the college will benefit from a material discount as a result of the immediate action. Payment of purchases pursuant to this paragraph are subject to K.S.A. 12-105b.

At the board meeting following the emergency purchase of goods, the president will report the circumstances and details of the purchase.

Revised 5/11/06, 6/14/07, 3/12/15, 7/8/2021

### **Sole Source/Single Source Procurement**

(adopted 3/12/15)

In cases where there is no practical value in soliciting competition for materials or equipment and where only one source is available, it is possible to make the purchase without formal bidding. Purchasing will evaluate each request and make a determination whether a sole/single source acquisition is appropriate. To initiate the process:

#### Sole/Single

Sole/Single-source procurements will be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process. Sole/Single-source procurements will require board approval prior to purchase, if no prior resolution authorizing the purchase of the goods/services exists.

Because a product has unique upgrades or features does not mean they are necessary for the scope of the project. Careful distinction must be used when determining between "sole source" and "sole product." If only one PRODUCT will do the job, but that product is available from different vendors, a "sole source" acquisition is not appropriate.

#### Single Source-Defined

Single Source procurement will be followed when, although two or more vendors supply the commodities or services, the department selects one for substantial reasons, eliminating the competitive bidding process. "Single" means "the one among others."

#### Sole Source-Defined

Sole Source is procurement in which only one vendor is capable of supplying the commodity or service. This may occur when the goods or services are specialized or unique in character. Written justification will be provided. "Sole" means "the one and only."

### **Reserve Deferred Maintenance Fund**

(approved 1/13/11)

To protect the capital investment of Neosho County Community College and to provide funding for implementation of the Capital Improvement Plan, the Board of Trustees shall include in each annual

operating budget a reserved deferred maintenance fund in the unrestricted general funds up to \$1,000,000 for each fiscal budget year.

*Annual Adjustments/Funding*

If the minimum reserve fund balance at the end of any fiscal year is less than \$1,000,000, the President will recommend the board transfer at a minimum, amounts to the fund necessary to increase the fund balance to \$1,000,000 or \$50,000 whichever is less. If the shortfall is more than \$50,000 the President shall notify the board which may, subject to fiscal limitations, authorize transfer of additional amounts it deems prudent.

Expenditures from the fund implementing the Capital Improvement Plan will be made at the discretion of the President subject to board policy for claims for disbursement, bids, etc.

### **Reserve Unencumbered Fund Balance**

(adopted 7/19/03) (revised 1/13/11)

To protect the financial stability and integrity of Neosho County Community College and to provide sufficient liquidity required for daily operations, the Board of Trustees shall include in each annual operating budget a reserved unencumbered fund balance in the unrestricted general funds of \$1,000,000 for each fiscal budget year, subject to annual adjustment limitations.

*Annual Adjustments/Funding*

If the minimum reserve fund balance at the end of any fiscal year is less than \$1,000,000, the President will recommend the board transfer, at a minimum, amounts to the fund necessary to increase the fund balance to \$1,000,000 or \$50,000 whichever is less. If the shortfall is more than \$50,000 the President shall notify the board which may, subject to fiscal limitations, authorize transfer of additional amounts it deems prudent to increase the fund balance to \$1,000,000.

Any use or appropriation of this fund balance shall require advance approval of the Neosho County Community College Board of Trustees.

### **Surplus Property – Disposition**

(revised 9/14/00, 2/14/02, 3/12/15)

When personal property of the college is no longer needed, the President shall be authorized to conduct the sale of such property after the public notice of such sale to the general public.

Provided that the estimated sale value of any individual item or items to be sold as a single lot does not exceed \$250, the President may choose to either set the fair market value of the items and sell as is, or use an auction method and accept the best bid, whichever the President feels will yield the most net income from the sale.

When original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the college will request disposition instructions from the federal awarding agency, if required by the terms and conditions of the federal award. Disposition of the equipment will be made as follows, in accordance with federal awarding agency disposition instructions:

- Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the federal awarding agency.
- Except as provided in §200.312 federally-owned and exempt property, paragraph (b), or if the federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the college or sold. The federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the federal awarding agency may permit the college to deduct and retain from the federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- The college may transfer title to the property to the federal government or to an eligible third party provided that, in such cases, the college will be entitled to compensation for its attributable percentage of the current fair market value of the property.
- If the college fails to take appropriate disposition actions, the federal awarding agency may direct the college to take disposition actions.

If the estimated sale value of any individual item or items to be sold as a single lot does exceed \$250, the President is authorized to conduct the sale of such property after the public notice of such sale to the general public and acceptance of the best bid.

The President may, however, sell surplus items to other educational or nonprofit organizations without benefit of public sale. Property deemed to be of insignificant value may be donated to other educational or nonprofit organizations or, when appropriate, may be sold as scrap to advertised dealers, or simply disposed of.

### **Surplus Property – Purchase Statement**

The college is authorized by board certification to purchase state and federal surplus property. Said property will be purchased in accordance with the stipulations of Certificate duly adopted on December 7, 1982.

### **Tax Exemption**

(revised 4/10/24)

The states of Kansas and Missouri recognize educational institutions as being tax-exempt entities. It is required that all employees use the tax-exempt status.

### **Transportation**

(amended 5/17/99 effective 7/1/99) (amended 3/9/06 effective 7/1/06) (amended 3/12/15) (amended 12/15/23) (revised 4/10/24)

When traveling on behalf of the college, authorized employees and Board of Trustees may use a college-owned vehicle, if one is available, or may use their personal vehicles and will be reimbursed for mileage. At the time of the request a determination will be made if a college vehicle is available. If a college vehicle is available and the employee elects to take their own vehicle, the employee will be reimbursed at the college car rate set annually each July 1. If an employee requests to take a college vehicle and one is not available, the employee will be reimbursed the IRS standard mileage reimbursement rate. Effective each July 1, the college utilizes the IRS standard mileage reimbursement rate in effect on the preceding March 1.

This revision shall take effect July 1, 2015.

Anyone driving on behalf of the college must have a valid, current, unexpired copy of his/her driver's license on file in the vehicle office.

Students will not be allowed to drive college vehicles with the following exceptions: prior written approval is given by the president or his/her designee, or an emergency exists.

Other exceptions may be authorized by the president on a case by case basis.

## **Travel**

(revised 4/11/13, 6/9/16)

An employee wishing to travel on business on behalf of NCCC must first complete an electronic travel request form before making any commitment to travel or before any traveling is done. Employees must also agree to adhere to all college procedures, including those required by the college insurance company.

The travel request form must be complete, have appropriate registration forms or brochures electronically attached, and be approved by all required parties. If travel has been approved, the employee may proceed to make any necessary arrangements.

## Section IV: Employee Policies

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### Employee Classifications

#### **Professional Employee**

(revised 9/08, 6/9/16)

Professional employee means any person employed by the Board of Trustees in a professional, educational or instructional capacity, but shall not mean any such person who is an administrative employee, i.e., Executive Administrator, Senior Administrator, Administrator, and Management Support Staff.

The employment contract shall state the employment classification of the employee. This classification is fulltime unless specifically provided otherwise in the employment contract.

#### **Executive Administrator**

(added 9/08, 6/9/16)

Executive Administrator means any employee of the Board of Trustees, whose position the board, upon advice of the President, determines to be executive or supervisory in nature with responsibility and remuneration comparable to such duties.

The employment contract shall state the employment classification of the employee. This classification is fulltime unless specifically provided otherwise in the employment contract.

#### **Senior Administrator**

(added 9/08, 6/9/16)

Senior Administrator means an employee of the Board of Trustees designated by the President as a Senior Administrator, which designation has been based upon years of service, experience, or level of education or training required to perform the duties, with primary duty of office or non-manual work directly related to general college management policies or educational functions in the administration of the college requiring the exercise of discretion and independent judgment.

The employment contract shall state the employment classification of the employee. This classification is fulltime unless specifically provided otherwise in the employment contract.

#### **Administrator**

(added 9/08, 6/9/16)

Administrator means an employee of the Board of Trustees, designated by the President as an Administrator, and with primary duty of office or non-manual work directly related to general college management policies or educational functions in the administration of the college requiring the exercise of discretion and independent judgment.

The employment contract shall state the employment classification of the employee. This classification is fulltime unless specifically provided otherwise in the employment contract.

#### **Management Support Staff**

(added 9/08, 6/9/16)

A Management Support Staff employee means an employee of the Board of Trustees designated by the President as Management Support Staff and whose primary duties are the same as an

Administrator. The employment contract shall state the employment classification of the employee. This classification is fulltime unless specifically provided otherwise in the employment contract.

### **Clerical/Maintenance**

(added 9/08, 6/9/16)

A Clerical or Maintenance employee means an employee of the Board of Trustees whose position has not been designated as Professional, Executive, Senior Administrative, Administrative, or Management Support Staff.

The employment contract shall state the employment classification of the employee. This classification is fulltime unless specifically provided otherwise in the employment contract.

### **Permanent Part-time Employee**

(added 6/9/16)

A Permanent Part-Time Employee means an employee so designated by the employment contract who has a permanent schedule, works consistently throughout the year, and has assigned tasks on a reduced schedule compared to a full-time employee, not normally exceeding twenty-five (25) hours per week depending on the College's needs and the position status. Professional employees, teachers, or instructors, including adjunct faculty, shall not be a permanent part-time employee. The employment contract shall state the employment classification of the employee.

### **Academic Employee**

(added 10/11/16)

The term “academic” signifies an employee whose primary duty is performing functions directly related to academic instruction or training.

## **Employment Recruitment**

An active recruitment program for professional personnel shall continue at all times. The President and Vice Presidents shall actively recruit and maintain a file of applications for all positions. Instructors, administrators, and other interested persons are encouraged to be continually on the alert for personnel who might qualify and be an asset to the college.

## **Instructor Qualifications\***

(revised 5/8/14, 7/9/15)

Employment as an instructor at NCCC shall be based on factors of preferred qualifications and best qualified. The intent of the Board of Trustees is to assure that every instructor meets reasonable standards as defined below and, to the extent possible, exceeds those qualifications. The goal of NCCC is that all faculty, adjunct and full-time, will meet the requirements detailed below.

Each faculty member is responsible for keeping his/her file up to date by informing the Chief Financial Officer (CFO) of any additional hours of credit obtained, and by providing official transcripts from the college granting the additional credit to the Director of Human Resources. Salary for Professional Employees is determined by the credentials filed and accepted on or before September 10 of each fiscal year. Professional Employees anticipating a move to a new column must notify the CFO in writing prior to May 1 preceding the next contract year.

All persons considered for employment by NCCC as faculty are expected to show concern for the quality and totality of the educational experience and demonstrate evidence of, or potential for, effective teaching.

### Liberal Arts and Sciences

NCCC instructors in general education courses (usually liberal arts and sciences) shall be selected based on the following standards of qualifications as established by the Higher Learning Commission. Supervisors are encouraged to focus on selecting instructors with these educational credentials, and experience with teaching and learning:

- Faculty teaching in undergraduate programs should hold a degree at least one level above that of the program in which they are teaching. Those teaching general education courses, or other courses that transfer, typically hold a master's degree or higher in the discipline or subfield. If a faculty member holds a master's degree or higher in a discipline or subfield other than that in which he or she is teaching, that faculty member should have completed a minimum of 18 graduate credit hours in the discipline or subfield in which they teach.
- Recommendations for instructors not meeting the preferred credential requirements will require the review and approval of the Vice President for Student Learning. Such exceptions will be evaluated using the information provided by the Higher Learning Commission's Determinations by Factors Other Than Credentials (within their Faculty Credentials policy) and the standards of the Kansas Board of Regents Concurrent Enrollment Partnership (CEP). Additional stipulations may be required of instructors that do not meet the preferred credential requirements, such as having at least 5 years of tested experience in a public institution or an accredited private institution, and/or the use of a college final exam.

If the NCCC course is in an academic area with an external accreditation requirement (such as ACBSP), those professional requirements must be satisfied with the selection of the instructor.

### Nursing

Nursing faculty must be registered nurses in the State of Kansas and hold a master's degree in nursing from a regionally accredited college or university. Potential faculty who do not meet the minimum requirements may be employed on a case-by-case basis, provided the candidate possesses at least a baccalaureate degree in nursing, is a registered nurse and continues to show progress toward a master's degree in nursing (4-6 credits per year).

### Business and Technical

Where relevant, preparatory occupational program instructors (other than nursing instructors) must meet the criteria above or the liberal arts and sciences criteria. Those instructors in disciplines where the aforementioned criteria do not apply must have previous professional training and experience and formal education necessary to indicate mastery of competencies to be taught. Where state or national competency examinations do not exist, a minimum of 6,000 hours of relevant, recent part-time or full-time experience is required. Additionally, if they have not already done so, new vocational/technical instructors must complete courses or other training acceptable to the institution on methods and techniques of instruction, course and curriculum development, and measurement and evaluation of programs and students. Courses selected to meet these requirements must be approved by the Vice President or his/her designated representative. Required training must be completed at a minimum of one subject area per year until all are complete.

Given that vocational-technical education places high demand on writing, mathematics, and critical thinking skills, technical and vocational program instructors must demonstrate and commit to



continuing both academic and technical education during the period of employment. Such education may lead to advanced degrees or to enhanced technical skills or both.

\*Covered by PEA Negotiated Agreement.

### **Employment Selection and Appointment**

The Board of Trustees selects employees solely on the basis of professional qualifications and experience. Initial appointment of all professional personnel is made by the board upon the recommendation of the President.

In the selection process, the President or an authorized designee shall screen and evaluate all applications, conduct tests and interviews, and use whatever cooperative procedures with staff members he/she deems most effective. For teaching positions, the Chief Academic Officer, the Dean of Outreach and Workforce Development, the Director of Nursing, and/or the appropriate division chair shall be responsible for recommending the qualified applicant to the President for his/her approval. For key positions, the President may direct applicants to present themselves to the Board of Trustees before being offered a contract. All contracts are subject to board approval.

The President will recommend to the Board of Trustees all candidates to be approved for hire, stating the rate of pay, classification, and status. The President may, at his/her discretion, appoint a person to a vacancy on a contingent basis, pending approval by the Board of Trustees, for a period not to exceed sixty (60) days. A candidate may be considered hired only upon approval of the board, after trustees review the candidate's credentials.

### **Athletic Coach Policy**

(approved 4/00) (revised 5/00, 6/14/12, 01/09/14, 7/28/15)

Each varsity sport will be allowed one head coach and 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, unless the President of the College, upon the recommendation of the Athletic Director, determines that continued employment of a second part-time assistant coach for the sport is in the best interests of the College.

A Head Coach shall be a full-time employee unless the employment agreement specifically provides otherwise. The employment contract for an assistant coach shall be a part-time employee contract but may be supplemental to sufficient other part-time non-coaching duties to become eligible for benefits such as health insurance normally accruing to a full time employee as designated in the employment contract. Athletic coaches and athletic support personnel are not teachers or instructors, but may by supplemental contract or specific provisions of their employment contract include compensation and assignment of specific teaching duties.

### **Continuing Contract Law**

(revised 3/8/01, 4/14/11, 6/15/20)

Kansas law provides that every full-time community college instructor shall be deemed re-employed for the succeeding year unless the Board of Trustees shall cause notice in writing to be given said instructor on or before the third Friday in May, of the term in which the instructor is then employed, and such instructor shall be presumed to have accepted such employment unless he/she shall notify the board in writing to the contrary on or before the fourteenth calendar day following the third Friday in May, as provided in K.S.A. 72-2251 and subject to other applicable statutory provisions and any amendments to said statutes.

## **Division Chairpersons**

The curricular structure at NCCC is organized into two or more academic divisions. Each division will be headed by a division chairperson. Each division chairperson is accountable to the Chief Academic Officer.

Division chairpersons will be accorded a reduced teaching load of 20% for each 5 full-time equivalent faculty members to the extent that funding by the Board of Trustees is feasible. This reduced load will be limited to a 20% minimum and a 50% maximum. Division chairpersons who are temporarily overloaded because of unusual circumstances, such as development of new programs, may negotiate additional release time, or be compensated at the current per credit hour rate paid for overload.

Division chairpersons shall be expected to enter into at least a ten-month contract with the board to perform such additional duties as assigned by the Chief Academic Officer.

### Guidelines for Selecting and Monitoring Division Chairpersons

The following procedures shall apply to the selection of division chairpersons and their appointment.

- a. The nominations will be made by each division member listing two or more nominees on a form to be provided by the office of the President.
- b. The nominations will be opened by the President in the presence of the faculty association president and the Chief Academic Officer. The selection will be made by the President of the college from the nominations made by the division members.
- c. Members of more than one division may nominate candidates in each division taught, however, one may serve as chairperson of only one division.
- d. Those persons who have resigned from the staff and those retiring from the staff shall not participate in the nomination process.
- e. Nominations will occur in January, appointments will be made in February, and division chairpersons will serve for two years from August 1 to July 31.

## **Selection of Adjunct Faculty and Appointments to Overload Assignments**

(revised 9/12/13)

The selection of adjunct faculty and faculty for overload assignments must be guided by academic credentials and/or experience. The task of selecting adjunct faculty and overload assignments is the responsibility of the appropriate supervisor in collaboration with the supervisor of the class meeting site and/or mode of delivery. The Chief Academic Officer is recognized by the President as the final authority in the process.

## **Administrative/Support Personnel Class Instruction**

(approved 8/9/01) (revised 9/08)

Administrative and support staff (non-faculty) employees are encouraged to instruct a class under the following conditions.

1. They must meet institutional qualifications;
2. They can only instruct outside their normal supervisor-approved work schedule, unless limited classroom instruction is listed as part of the employee's job description;
3. They must have approval of immediate supervisor(s) and President;

4. They will instruct no more than the equivalent of nine credit hours per semester;
5. They will be paid at the institutional rate for overload pay, if the instruction falls outside their normal duties and/or is outside their normal work day, and all applicable terms and conditions relating to the issuance of supplemental contracts will be observed;
6. Any deviation from the above conditions must be approved by the supervisor(s) and the President and the Board of Trustees will be notified.

## **Evaluation of Adjunct Instruction**

(revised 8/15/00)

The following evaluation process and statements refer to the evaluation of adjunct instructors.

1. The evaluation process shall be coordinated by the Dean of Outreach and Workforce Development, the Director of Nursing, and the appropriate division chair.
2. Evaluation schedule: All adjunct instructors will be evaluated annually.
3. The evaluation process shall consist of the following steps:
  - a. All adjunct instructors will complete an annual self-evaluation. (Form A)
  - b. Each semester students will complete student evaluations. (Form B)
  - c. The appropriate administrator will conduct an annual evaluation of the adjunct instructor. (Form C)
  - d. Self-evaluations will be submitted to the appropriate administrator and forwarded to the Chief Academic Officer for review and filing in the adjunct instructor's personnel file.
  - e. Student evaluations will be returned to the appropriate administrator, tallied, and forwarded to the Chief Academic Officer for review and filing in the adjunct instructor's personnel file. Tabulated results of student surveys will be returned to the adjunct instructor.
  - f. Administrative evaluations will be discussed with adjunct instructor, signed by both, and forwarded to the Chief Academic Officer for review and filing in the adjunct instructor's personnel file. A copy of the evaluation will be provided to the adjunct instructor.
  - g. The appropriate administrator and the instructor will discuss steps that can be taken by the instructor to improve instruction. These steps may include:
    - (1) Evaluation of objectives and syllabi for courses;
    - (2) Observation of instructional techniques of colleagues;
    - (3) Appropriate college or university coursework;
    - (4) Conferences with appropriate administrator;
    - (5) In-service workshops;
    - (6) Consultations with media specialists;
    - (7) Consultations with colleagues; and/or,
    - (8) Other steps worked out with the Dean of Outreach and Workforce Development or appropriate administrator.

- h. In the event an instructional employee receives an administrative notification of unacceptable performance, the employee may request a hearing by the evaluation review committee.

### **Evaluation Review Committee\***

(revised 1/10/13)

- A. No member of the instructional staff shall serve on more than one evaluation review committee during any academic year. The evaluation review committee shall consist of the following four members:
  - 1. Two instructors chosen by the evaluated professional employee, to be designated in the written request for hearing submitted to the Chief Academic Officer.
  - 2. An instructor from the same division as the evaluated professional employee, and the same discipline, if possible, chosen by the administration.
  - 3. The Chief Academic Officer or the division chair (whoever was not involved in the original evaluation).
- B. The duties of the evaluation review committee shall be:
  - 1. To conduct hearings according to ethical and professional practices.
  - 2. To determine if the evaluation process has been fairly implemented:
    - a. Did the evaluator note the areas in which the professional employee was adequate?
    - b. Did both the evaluator and the professional employee agree that there was a problem and agree to the nature of the problem?
    - c. Did the professional employee agree that the proposed recommendations for improvement were appropriate?
    - d. Did the professional employee receive cooperation from other employees and the administration?
    - e. Was there sufficient follow-up on the part of the evaluator to determine if the professional employee was meeting success or frustration?
    - f. Was there sufficient effort on the part of the professional employee to implement recommendations?
    - g. The evaluation review committee will consider whether or not to review the evidence that the college has been supportive in providing the conditions that would allow improvement, such as:
      - (1) adequate support for in-service workshops;
      - (2) adequate teaching environment, or
      - (3) adequate administrative support.
- C. The evaluation review committee shall file its written results of deliberations and their recommendations with the President of the college within two weeks of being organized. The report will be signed by the Chief Academic Officer and by the evaluated professional employee. A copy will be filed with the original evaluation and with the evaluated professional employee. The report will be based on whether the evaluation has been fairly administered and implemented.

1. The suggested procedures for improvement of instruction are being dealt with in a timely manner.

\*Covered by PEA Negotiated Agreement.

### **Non-renewal or Termination of Instructor\***

(revised 4/14/11, 6/9/16)

Non-renewal or termination of "teachers or instructors" shall be in accordance with K.S.A. 72-5413 *et seq.* and K.S.A. 72-5436 *et seq.* and subject to other applicable statutory provisions and any amendments to said statutes.

\*Covered by PEA Negotiated Agreement.

### **Non-renewal of Executive and Senior Administrators**

(added 9/08)

An Executive or Senior Administrator who has completed less than two (2) consecutive years of employment as an Executive or Senior Administrator of the college may be non-renewed without any reason or reasons being given for such action. The written notice of intention to non-renew to such persons shall only be required to specify the date that the current contract will expire.

An Executive or Senior Administrator who has completed two (2) consecutive years of employment as an Executive or Senior Administrator of the college, receiving written notice of intention to non-renew, may request a meeting with the board by filing a written request with the clerk of the board within ten (10) days from the date of receipt of the written notice. The board shall hold such meeting with ten (10) days after filing of the request. The meeting shall be in executive session, and at such meeting, the board shall specify the reason or reasons for the board's intention to not renew the Executive or Senior Administrator's contract. The Executive or Senior Administrator shall be afforded the opportunity to respond to the board at the meeting. Neither party shall have counsel, legal or otherwise present. The board may include the President and an appropriate supervisor in the executive session meeting for the purpose of properly specifying reasons for non-renewal. There will be no formal record or recording made of the meeting in executive session. Within ten (10) days after the meeting, the board shall reconsider its reason or reasons for non-renewal, shall make a final decision as to the matter, and will notify the Executive or Senior Administrator of its decision in writing.

\*The term Executive and Senior Administrator shall not mean or include the President of the college.

### **Non-renewal, Probation and Termination of Administrators**

(added 9/08)

The first employee contract offered to an Administrator as an Administrator shall provide that the first ninety (90) days of employment under the contract shall be a probationary period during which the contract may be terminated without cause by giving written notice of termination at least two (2) weeks in advance of the termination date. The written notice must be given within the ninety (90) day probation period, but the termination date may be subsequent to the probation period.

An administrator of the college may be non-renewed without any reason or reasons being given for such action. The written notice of intention to non-renew to such person shall only be required to specify the date that the current contract will expire.

\*The term Administrator shall not mean or include the President of the college.

## **Non-renewal Notice for Executive Administrators, Senior Administrators and Administrators**

(added 9/08) (revised 6/14/12)

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 the third Friday in May of the year in which the term of the Administrator's contract expires. An Administrator shall give written notice to the board 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.

\*The term Executive Administrator, Senior Administrator and Administrator shall not mean or include the President of the college.

## **Termination of Management Support, Clerical and Maintenance Staff**

(added 9/08)

Management Support, Clerical and Maintenance staff contracts may be terminated without cause by giving written notice of termination at least two (2) weeks in advance of the termination year.

Provision for renewal or non-renewal of contracts shall not apply to Management Support, Clerical and Maintenance staff contracts, the terms of which shall not create any expectations of employment for any term and which shall permit termination at any time subject to notice requirement provided above.

The President or President's designee may give written notice of termination to a Management Support, Clerical or Maintenance staff, which shall be subject to approval of the Board of Trustees, provided that the termination date set forth in the written notice of termination must occur after approval of the termination by the board. After notice of termination the President or President's designee may relieve or suspend the employee of any or all contractual duties, with pay, for the balance of the time prior to the termination date.

These provisions shall apply unless specifically provided otherwise in the employment contract or other provisions of board policy.

## **Causes for Non-renewal or Termination\***

(revised 9/08)

The following are valid reasons or causes for suspension, for demotion, and for termination for cause of any employee, except as otherwise provided herein.

1. Abolition of position or program.

2. Conviction of a felony. (If an employee with a felony conviction is employed, and it is revealed at the time of employment and made a matter of record in the employee's personnel file, that conviction shall not constitute a reason for subsequent non-renewal or termination).
3. Commission of acts, which cause or result in a disruption of the operation of classes or other regular activities at the college.
4. Failure to maintain required certification and/or licensing.
5. Immoral activity which adversely reflects upon the college or impairs effectiveness on the job.
6. Incompetency.
7. Inefficiency.
8. Insufficient revenue.
9. Mental or physical unfitness which renders the employee incapable of satisfactorily performing essential job function.
10. Reduction in force.
11. Unauthorized absence or excessive absenteeism.
12. Unauthorized conversion or use of college property for personal use.
13. Violation of terms of contract.
14. Willful failure to comply with reasonable requirements of the Board of Trustees, as may be prescribed from time to time, to show normal improvement and evidence of continued professional training.
15. Willful failure to obey and carry out reasonable directives of immediate supervisor.
16. Willful neglect of duty.
17. Insubordination
18. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (as defined in the Drug-Free Workplace Act of 1988) by an employee in the workplace and/or the failure of an employee to notify the college of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

\*Covered by PEA Negotiated Agreement.

### **Non-renewal Procedure\***

Employment for all probationary employees, part-time employees, temporary employees, or employees with a contract that has a definite ending date may be terminated, demoted, suspended, non-renewed or not extended without any reason or reasons being given for such action. The notice to such persons shall only be required to specify the date of the termination.

The Board of Trustees has accepted the following policy as a basis for dealing with non-probationary instructors whose work is not satisfactory.

1. The instructor has a right to be warned that his/her work is not satisfactory or up to expectations and to have a reasonable period to correct the situation. The warning should

deal with specific items and state the consequences if improvement is not forthcoming. The warning shall be in writing.

2. The administrative staff has an obligation to try to help faculty become good instructors, and they will closely supervise with frequent visits and conferences. Administrators will provide the instructors with detailed memos of suggestions and incidents with the goal in mind of bringing about satisfactory improvement. Every effort should be made to obtain objective data in order to determine the effectiveness of the instructor.
3. Transfer to another teaching situation should be considered as a solution only in the event that the instructor shows qualities that would predict success in the new situation.

\*Covered by PEA Negotiated Agreement.

## **Reduction in Force**

(Revised 8/11/22)

If the board determines that there is necessity for a reduction in force for full-time professional employees because of financial exigency, decline or change in student composition or enrollment, or other valid reasons which will result in termination or non-renewal of any non-probationary professional employee(s), the following procedure shall be followed:

1. The teaching assignment where such reduction is to take place shall be determined by the administration. In the event of a reduction of staff due to the elimination of a program from the curriculum the matter will be brought to the Curriculum Committee for comments concerning the effect of such action on the total curriculum, and for advice and recommendations as to alternatives, if any, before the final decision is made whether or not to eliminate a program from the curriculum.
2. The professional employee(s) in such teaching assignment who has the least seniority (i.e., continuous service as a regular professional employee since his last date of hire at the college) shall be selected for termination or non-renewal. In specialty areas such as nursing, consideration will be given to retraining professional employees who meet requirements set by accrediting agencies. If two or more professional employees have the same seniority, the one with the fewest number of credit hours in the teaching area in question will be released first. Consideration shall be given to any professional employees who desire early retirement.
3. Professional employees shall retain credit for their length of service up to the time of termination or non-renewal under this policy, but shall not be entitled to earn additional credit for service or receive benefits thereafter.
4. Professional employees who are terminated or whose contracts are not renewed under this policy shall retain the right to reemployment until sixteen (16) months after the day the professional employee's last regular contract was scheduled to terminate, and if the board decides additional professional employees are needed during this time, those shall be eligible for reinstatement, using the same criteria as was used above to determine retention, including the qualification to teach the full normal workload of classes or courses as assigned by the administration. Any professional employee who is not reemployed during this period shall be considered finally terminated at that time without liability to either party.



All parties to a reduction in force action must recognize current legislative requirements. Statutes detail procedural due process including notification requirements, which are not noted herein.

### **Grievance Procedure**

(revised 12/13/16)

This policy shall not apply to termination of contracts or termination of employment, non-renewal of contracts, suspensions, or demotions. A grievance is limited to a work-related complaint and is not related to discrimination based on sex, or any act of sexual harassment or based upon the NCCC Non-Discrimination Policy. Grievance procedures for faculty are established in the negotiated agreement between the Professional Educators' Association and the college.

#### A. Definitions

1. **Grievance:** Grievance is a work-related complaint, which is not related to termination of contracts or termination of employment, non-renewal of contracts, suspensions or demotions, or discrimination based on sex, or any act of sexual harassment, or based upon the NCCC Non-Discrimination Policy.
2. **Aggrieved Person:** The person or persons making the complaint, which shall include only non-faculty employees.
3. **Party of Interest:** The person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. **Days:** Except when otherwise indicated, days shall mean contract working days.

#### B. Purpose

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

#### C. Procedure

1. **Level One**
  - a. 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.
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) days after discussion of the grievance he/she may file the grievance in writing within ten (10) days of the level one response with the Chief Academic Officer on the form available in the Chief Academic Officer'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 five (5) days after the meeting.
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 a 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.

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) 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 Employee 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. An employee 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 office 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 Levels 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 employee whose appearance in such hearings as a witness if 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 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 the 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.

### **Academic Freedom\***

The Board of Trustees accepts the following statement on academic freedom, as published in Academic Freedom and Tenure, a Handbook of the American Association of University Professors.

The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a man/woman of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate

restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

\*Covered by PEA Negotiated Agreement.

### **Controversial Issues**

1. Special care should be taken by the faculty member to insure that all sides of the issue are presented.
2. Local mores should be considered in dealing with controversial issues.
3. Material used should be appropriate to the level taught.
4. Personal opinion should be labeled as such and should be differentiated from fact.
5. Materials and authors used in classrooms should be authenticated.

### **Classroom Instruction\***

The major responsibility of an instructor at NCCC is to provide effective instruction. This responsibility includes preparation and planning, both long range and immediate; understanding and applying sound professional teaching methods; and developing and maintaining effective professional teaching methods; and developing and maintaining effective student, faculty, and community relationships. The instructor must conduct himself/herself in such a way as to set an example of good citizenship and to command the respect of the students at all times.

\*Covered by PEA Negotiated Agreement.

### **Patent, Copyright, and Royalties**

The Board of Trustees recognizes that it has certain proprietary rights to material, including publication, instructional material and devices, prepared by staff members on college time and with use of NCCC facilities and/or equipment. However, the board also recognizes the importance of encouraging professional development of staff members and of sharing new developments with other educational institutions.

The Board of Trustees reserves the right of exclusive access to the professional services of staff members in accordance with the terms of the staff member's contract. Staff members shall not be permitted to engage in outside employment which impairs the effectiveness of their professional service to the college. While the board encourages the professional publication of material by staff members, the development of a material which may result in the acquisition of patents, distribution rights, or copyrights, shall not interfere with the staff member's professional responsibilities to the college.

Publications, instructional material and devices, computer materials, and other work products created as part of any officially assigned college responsibility or activity or undertaken on school time will be the property of the Board of Trustees. The Board of Trustees may patent or copyright all such materials or devices in its own name; however, such items will bear the name(s) of the creator(s). All royalties and other proceeds from the production, sale or distribution of the materials or devices will be paid to the Board of Trustees.

When there is no involvement or usage of college facilities, equipment, or supplies, a staff member has all rights of ownership in publications, instructional material and devices, and computer materials produced by the staff member on his/her own time.

## **Emeritus Faculty, Administrator, and Employee Status**

(added 3/9/05) (revised 12/10/09)

The Board of Trustees of Neosho County Community College is greatly appreciative of employees who devote their professional lives to the college. In appreciation, the board establishes and names individuals to Emeritus Faculty, Administration, and Employee status, so that their displayed names, along with their positive impact on the college, will remain long after their retirements.

To be considered for this honor the employee must be:

- a full-time faculty-member, full-time administrator, or full-time employee;
- employed at the college for at least 15 years;
- eligible for retirement under the Kansas Public Employees Retirement System;
- retired from Neosho County Community College.

If an employee who meets the first two requirements dies before retirement, he or she is still eligible to receive the honor posthumously.

On or about July 1, the Director of Human Resources will compile a list of retirees that meet the above criteria and will submit that list to the President who then submits the list to the Board of Trustees. At the next meeting of the board, they will publicly induct the new members to this honor. A plaque will be maintained displaying the names of the honorees.

## **Staff Professional Development Fund**

(added 9/9/04) (revised 12/10/09, 8/8/17)

The purpose of this fund is to encourage staff in developing and implementing individual plans for professional development. Neosho County Community College expects all employees to take the initiative in maintaining and continually reassessing skills and knowledge required for their assigned work. The staff professional development fund is designed to support opportunities for which sufficient funding cannot be found within their department budgets.

- 1) Eligible employees include all permanent full-time and permanent part-time non-Professional Employees staff. Contractual employees must have been employed for one (1) year at the time of application. The purpose of this fund is not intended to be used in lieu of other appropriate department funds. Departments are encouraged to provide as much financial support as possible for appropriate training of their staff. The applicant is required to seek funding from his/her department before applying for monies from the staff professional development fund.
- 2) Monies will be budgeted each year and applications will be accepted throughout the year, but funding may become scarce as the year progresses. Therefore, employees are encouraged to plan ahead.
- 3) The fund will be administered by the President's/designee office.
- 4) Applications will be reviewed by a selection committee to be composed of a three-member committee appointed by the President. If a member of the selection committee is applying to the fund, he/she will excuse him/herself from that discussion.

- 5) The amount of monies available for each employee will not exceed \$750 per year. Between May 1<sup>st</sup> and June 1<sup>st</sup>, employees may apply for any uncommitted funds. Applications must be submitted no later than May 1<sup>st</sup> and no funds will be committed after June 1<sup>st</sup>.
- 6) Due to fund availability, all of the worthwhile applications submitted will be approved on a first come first serve basis.

The strategies/priorities of the college's professional development plan are:

1. Academic Study – Includes formal courses of study, pursuit of additional degrees or other academic awards.
2. Conferences – Presenting papers, tutorials, chairing sessions or panels; participation in question and discussion sessions; and attendance at formal sessions and other conference activities, are all examples of appropriate conference-related professional development.
3. Seminars and Workshops – Such activities cover a variety of instructional programs that may be offered.

### **Employee Benefits**

(revised 8/12/04, 6/9/16)

Employee benefits for individuals employed by the board in professional or instructional capacities, including classroom instructors, athletic coaches, and athletic support personnel employed under a full-time contract are set forth in the negotiated agreement between the Board of Trustees and NCCC Professional Educators' Association.

#### Health Insurance

(revised 08/04, 09/08, 6/9/16)

The board will pay single membership level health insurance coverage for each full-time employee. Each full-time employee shall participate in the college-sponsored group health insurance plan at least at the single membership level unless health insurance coverage is maintained by the employee through a qualified group health insurance plan. A qualified group health plan is defined as: a) health coverage that is offered by an employer unit to all full-time employees of that organization; and b) to qualify as an employer unit, the group must be formed for purposes other than obtaining insurance; and c) there must be employer contribution and payroll deduction for premiums paid by the employee. A full-time employee that is covered by a qualified group health insurance plan may elect to receive \$100.00 per month in lieu of the insurance, which only can be used to participate in the college's I.R.S. Section 125 Cafeteria Plan.

Any full-time employee who is enrolled in the NCCC Group health insurance plan may, at the employee's expense, enroll a spouse and eligible dependent children, subject to the same conditions and limitations that apply to the person enrolled in accordance with the terms of the group health insurance plan.

Permanent part-time employees are not eligible to participate in college-sponsored insurance plans.

#### NCCC Healthy Lifestyle Policy

(Added 7/11/2019)

NCCC encourages all employees to engage in regular physical activity during their workday\*  
Employees are supported through the following:

- 1) **Active Meeting Policy:** Meetings over 30 minutes will include the opportunity for physical activity breaks, which may include two or three minutes of stretching or walking.
- 2) **Exercise Options/Breaks:** NCCC provides employees with two 15 minute breaks. Employees are encouraged to use their breaks for physical activity. Additionally, employees have access to the wellness center during 12:00 – 1:00 and they also have use of the gymnasium when available. Additional workout facilities may be added in the future.
- 3) **Workstation modification:** NCCC is willing to accommodate an employee request for a standing workstation or sitting on balance balls while working or other types of workstation mobility applications (within reason and budget).

### **Education and Implementation:**

- 1) NCCC's Physical Activity Policy will be posted on the T Common server which is accessible to all employees. Our Wellness initiative will be highlighted at employee In-Service training in August and January. The policy will be part of all new employee orientation information.
- 2) Employees interested in engaging in physical activity may seek additional information from Human Resources or the Wellness Committee Coordinator.

### **Non-Compliance or Abuse of Policy**

Employees of NCCC are encouraged to comply with this policy and obtain supervisor approval. Failure to comply or abusing the policy could result in disciplinary action. Compliance does not mean all employees are forced to be active, however, the listed policies are only intended for those who utilize the time to be active. Additionally, supervisors are encouraged to support employees requesting the use of their break time, or workstation modifications.

\*If an employee sustains an injury while engaging in physical activity related to above stated policies, it will not be considered for workers compensation.

### I.R.S. Section 125 Cafeteria Plan

(revised 8/12/04, 6/9/16)

Full-time and permanent part-time employees may elect to reduce their salaries and designate said sum to be applied to one or more of the below I.R. S. Section 125 Cafeteria Plan Options.

Each employee shall allocate said sums to other fringe benefits, including salary protection insurance, cancer and dread disease insurance, dependent care reimbursement, dental, vision, and medical reimbursement as provided by the board in the Cafeteria Plan. All elections shall be made according to the Section 125 Cafeteria Plan.

### Kansas Public Employees Retirement System (KPERs)

(revised 6/12/14)

All full-time and permanent part-time employees who enter employment are required to become members of the Kansas Public Employees Retirement System. A percentage of the employee's salary is deducted for this retirement plan. Currently, the State of Kansas pays the amount necessary into the retirement system to make the annuity fiscally sound. Prior to vesting, an employee who leaves covered service in Kansas may make application to withdraw the employee portion of the account. Applications for membership are available from the KPERs

## Section IV: Employee Policies

agent. He/she will be available to answer specific questions regarding the Kansas Public Employees Retirement System at any time during office hours.

### Social Security

NCCC participates in the social security system and all employees, both full-time and part-time, participate by payroll deduction which is matched by the Board of Trustees.

### Workman's Compensation

NCCC will provide workman's compensation insurance for all employees as prescribed by law. Claims should be reported within five (5) days of injury to the business office.

### Liability Insurance

The Board of Trustees shall provide liability insurance to protect itself, the college, and the college employees with regard to employee actions performed clearly in the line of duty. The protection shall be limited to the terms of the insurance policy.

### Vacation, Holiday and Other Leaves

(revised 6/9/16, 8/11/22)

Vacation, holiday and other leaves for professional employees are subject to the provisions of the negotiated agreement between the college and the Professional Educators' Association.

#### 1. Vacation

(revised 9/08, 6/9/16, 7/2/18, 12/11/18, 8/11/22)

Full-time employees are entitled to vacation hours based upon employment classification and years of service. All vacations must receive prior approval from the employee's immediate supervisor, and the employee must complete an absence report. Vacation hours will be accrued monthly. An employee's available vacation hours cannot exceed the appropriate total in the chart below. No additional hours will accrue.

|                         | Maximum Vacation Bank Hours (days) |          |           |         |
|-------------------------|------------------------------------|----------|-----------|---------|
|                         | 1-5 yrs                            | 6-10 yrs | 11-15 yrs | 16+ yrs |
| Clerical/Maintenance    | 160(20)                            | 240(30)  | 320(40)   | 400(50) |
| Management Support      | 160(20)                            | 240(30)  | 320(40)   | 400(50) |
| Administrator           | 320(40)                            | 336(42)  | 368(46)   | 400(50) |
| Senior Administrator    | 320(40)                            | 352(44)) | 400(50)   | 400(50) |
| Executive Administrator | 320(40)                            | 400(50)  | 480(60)   | 480(60) |

Years of service designated refer to a complete employment year. An employment year is defined as a twelve-month period beginning on the employee's Board approved employment start date. Vacation hours are non-working hours.

|                         | Schedule of Vacation Hours – Monthly Accrual Rate |          |           |         |
|-------------------------|---|----------|-----------|---------|
|                         | 1-5 yrs   | 6-10 yrs | 11-15 yrs | 16+ yrs |
| Clerical/Maintenance    | 6.00  | 9.00     | 12.00     | 15.00   |
| Management Support      | 6.00  | 9.00     | 12.00     | 15.00   |
| Administrator           | 12.00   | 12.60    | 13.80     | 15.00   |
| Senior Administrator    | 12.00   | 13.20    | 15.00     | 15.00   |
| Executive Administrator | 12.00   | 15.00    | 18.00     | 18.00   |



Permanent part-time employees' vacation is prorated based on their contracted work hours.

This policy effective July 1, 2022.

Beginning August 8, 2022 the College began a 36-hour work week until further notice for all full time employees and all vacation hour accrual rates were adjusted downward by 10% to reflect this change. The total hours that can be "banked" was not adjusted.

2. Holidays

(revised 6/14/01, 6/14/12, 6/9/16)

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

For permanent part-time employees, if a holiday falls on a day the employee normally works, the employee is paid for the number of hours scheduled to work. Holiday pay does not accrue for a holiday which falls on a day the employee is not normally scheduled to work

3. Sick Leave

(revised 7/9/09, 9/8/11, 12/13/12, 07/11/13, 6/9/16, 8/11/22)

Each full-time employee shall receive 7.2 sick hours per month. A full-time employee may not accumulate in excess of 720 hours of sick leave. Permanent part-time employees' sick hours shall be prorated based on their contracted work hours. Full-time employees shall be compensated for all accumulated unused sick leave at the time of that employee's retirement. Compensation will be set at a rate of six dollars (\$6) per hour for each hour of accumulated unused sick leave at the time of retirement.

a. Purpose and Usage

NCCC shall provide employees with the opportunity to request approved time away from work to resolve medical problems and/or recuperate so they may return to full productivity. Sick leave may be taken only to the extent that is actually accrued; one cannot borrow against anticipated sick leave earned. An employee shall not be compensated for unused sick leave.

Sick leave may be granted for:

- (1) Illness or injury of an employee which prevents the employee from performing his/her duties;
- (2) An employee receiving workman's compensation temporary total disability benefits for an NCCC employment related illness or injury may request use of accumulated sick leave. The compensation for accumulated leave used each payroll period shall be that amount which, together with worker's compensation, and after employer withholding from sick leave compensation, equals the net pay after withholding actually received by the employee prior to the illness or injury. Sick leave may not be used to supplement for more than sixty (60) calendar days while drawing workman's compensation temporary total disability benefits. Sick leave used to supplement workman's compensation benefits shall be in 1/3 fractional day increments.
- (3) Medical appointments;
- (4) Quarantine due to a contagious disease in the employee's immediate family;

- (5) Illness of a member of an employees' immediate family (spouse, children, parents, or family member residing with employee);
- (6) Maximum of five days in case of death in the employee's family (spouse, children, parents, siblings, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law, or family member residing with the employee). Any further days must be cleared with the immediate supervisor. The President or his/her designee may approve, in advance, the use of sick leave in the case of death for other family members on an individual basis. Permanent part-time employees' days shall be prorated based on their contracted work hours.

b. Verification

NCCC may require a statement from a medical doctor that the employee was unable to work in order to insure that there will be no abuse of sick leave privileges.

c. Records

(revised 8/17/2020)

Whenever an employee is unable to report to work, the employee must notify his/her immediate supervisor. On the first day back at work, an absence report must be completed with the immediate supervisor and forwarded to payroll in order to account for sick leave.

4. Emergency Leave\*

(revised 12/21/2020)

Each full-time employee will be given two (2) days of emergency leave to be taken when the employee does not have access to sick leave or vacation days (in that order). These days cannot be accumulated, nor can an employee be compensated for unused days. (Emergency leave for professional employees are subject to the provisions of the negotiated agreement between the college and the Professional Educators' Association).

Under extreme circumstances the amount of emergency leave can be extended with the approval of the President. This ability of the President **expires April 30, 2021** unless extended by vote of the Board of Trustees.

\*Covered by PEA Negotiated Agreement.

5. Determination of Sick (Emergency) Leave Eligibility

- a. When requested to do so by the appropriate administrator, the President shall rule on applications for sick leave and/or emergency leave.
- b. Rulings of the President may be appealed to the Board of Trustees upon the submission of a written request to the President.
- c. The Board of Trustees shall have final authority in ruling on eligibility for sick leave and/or emergency leave.

6. Leave Without Pay

(revised 6/9/16)

Employees absent beyond the maximum allowable shall have deducted from their salary for each day missed an amount of one-one hundred eightieth (1/180) of the nine-month contracted salary, one-two hundredth (1/200) of the ten-month contracted salary, one-two hundred twentieth (1/220) of the eleven-month contracted salary, and one-two hundred

fortieth (1/240) of the twelve-month contracted salary. Permanent part-time employees' amounts shall be prorated based on their contracted work hours.

### 7. Shared Sick Leave Pool

(approved 8/12/04) (revised 7/9/09, 6/9/16, 5/7/24)

The sick leave pool may be used by employees who qualify for leave under the Family and Medical Leave Act ("FMLA"). Sick leave pool hours may be used during the FMLA period by a qualified employee with no accumulated sick leave or vacation time or who has exhausted all of their accumulated sick leave or vacation time. Sick leave pool hours may not exceed the maximum leave authorized by FMLA regulations. The twelve-month period, as described in FMLA regulations, will commence on the day an employee first utilizes sick leave, whether that be through accumulated sick leave or vacation time, or through sick leave pool hours.

Procedures for administering the shared sick leave program are handled by Human Resources.

Any employee found abusing the benefit will no longer be entitled to participate in the shared sick leave pool.

### 8. Military Leave\*

Revised 1/13/2020

Permanent employees who leave their positions for extended compulsory active duty in the military service of the United States during a state of war or natural emergency, or for a period of required military training, shall be granted a military leave without pay for the duration of their commitment in accordance with the terms of applicable law (USERRA). (Military leave for professional employees is subject to the provisions of the negotiated agreement between the college and the Professional Educators' Association).

\*Covered by PEA Negotiated Agreement.

### 9. Family and Medical Leave\*

(revised 6/9/16, 3/14/17)

College employees shall be provided family and medical leave as required by current federal law and regulation. A copy of this plan for providing leave under this policy shall be kept at each campus and will be made available to all employees at the beginning of each school year.

Family and medical leave as required by federal law shall be granted for a period of not more than twelve (12 weeks) during a twelve (12) month period. For purposes of this policy, a 12) month period is measured forward from the date the employee's first FMLA leave begins.

Leave for the birth of a child of an employee and to care for said child, or the placement of a child with the employee for adoption or foster care must be taken within twelve (12) months of birth or placement.

Spouses who are both employed by the college may only take an aggregate of twelve (12) weeks of leave for the birth or adoption of a child or to care for an employee's immediate

family (defined as spouse, children, parents, or family member residing with the employee) because of a serious health condition.

\*Covered by PEA Negotiated Agreement.

a. Paid Leave/Unpaid Leave

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available or accrued, the paid leave shall be used first and counted toward the annual family and medical leave unless the employee elects to take a salary reduction for part or all of the above. The President will notify the employee prior to or during the leave period whether or not the leave has been designated as paid family and medical leave.

b. Eligibility

The employee is eligible for family and medical leave upon completion of 12 months of service in the college when employed at least 1,250 hours during the preceding year.

c. Group Health Benefits

During the period of any unpaid family and medical leave the board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on the payroll date or other time as the employee and President may agree. The board may terminate group health coverage if the employee payment is not received within 30 days of the due date.

d. Notice

When leave is foreseeable, the employee shall give written notice thirty (30) days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of:

- (1) The reasons that leave will count as family and medical leave,
- (2) Any requirements for medical certification,
- (3) Employer requirement of substituting paid leave, and employees option to take a salary reduction,
- (4) Requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share,
- (5) Right to be restored to same or equivalent job,
- (6) Any employer required fitness-for-duty certifications.

The college may require, at its expense, the opinion of a second health care provider designated and approved by the college. If first and second opinions conflict, the college

may obtain a third opinion from a provider jointly approved and paid by the college and the employee. A third opinion is final and binding.

e. Intermittent Use

Family leave may not be used intermittently or on a part-time basis without the prior approval of the President. Serious health condition leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, the college may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule provided that the position is equivalent pay and benefits.

f. End of Semester

The President may require the employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester.

If the leave is for a reason other than the employee's serious health conditions, the President may require the employee to continue leave until the end of a semester, if:

- (1) The leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the last two (2) weeks of a semester, or
- (2) The leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.

g. Keep College Updated

During the period of any family and medical leave, the employee must provide the Director of Human Resources with periodic reports, at least every 30 days, regarding the employee's status and the employee's intent to return to work. In addition, the Director of Human Resources may request that the employee provide recertification of a serious health condition at intervals according to FMLA rules.

10. Leave of Absence\*

The Board of Trustees upon the recommendation of the appropriate administrator and the President of the college may grant leaves of absence for advanced study or other appropriate educational activities. All such leaves shall be without pay, and not longer than one (1) year.

The employee may retain hospital and medical insurance through individual payments to the college group and shall retain seniority for salary schedule purposes.

\*Covered by PEA Negotiated Agreement.

11. Jury Duty\*

The college grants a leave of absence to any employee summoned for service as a juror for such time as is necessary to complete his/her jury obligation, provided that such leave will not seriously impair the college's instructional program or administrative function, in which case the President will request that the judge release the employee from jury service. The

## Section IV: Employee Policies

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leave shall be without loss of pay, and the employee shall be paid regular salary, or regular straight time wages (based on normal work hours or days served, exclusive of overtime).

Upon receipt of a summons to report for jury duty, notification shall be immediately given to the employee's immediate supervisor. An employee may be required to present proof of having served as a juror.

In the event that the employee is released from jury duty more than two hours prior to the end of a regular scheduled workday, the employee shall return to work immediately after being released. Employees who serve jury duty for six hours or more on any particular day may be excused from work during evening classes or evening work shifts that day upon prior request submitted to the employee's immediate supervisor.

\*Covered by PEA Negotiated Agreement.

### Contract Termination Policy

(Added 3-13-18)

If the employee terminates the contract during the contract year through resignation or retirement and fails to provide adequate advance written notification to the appropriate supervisor the college will not pay compensation for sick leave\* unused as of the employment termination date, and employee will not be permitted to take, and the college will not pay compensation for, unused vacation hours accrued as of the date of inadequate notification. The President has the authority to make an exception to any required notification period on a case by case basis.

Adequate notification is defined by position classification in the chart below:

| Position Level          | Minimum Notification |
|-------------------------|----------------------|
| Clerical/maintenance    | 10 working days      |
| Management Support      | 10 working days      |
| Administrator           | 20 working days      |
| Senior Administrator    | 40 working days      |
| Executive Administrator | 60 working days      |

\* Covered by PEA Negotiated Agreement

### Employee/Dependents' Scholarships\*

(revised 9/13/01, 3/14/02, 9/11/03, 6/9/16)

Full-time and permanent part-time employees and their dependents, will, upon application, be awarded a tuition and consumable book loan scholarship for credit courses at Neosho County Community College. To maintain eligibility, the employee must be employed by NCCC on the first and the last day of the class. Scholarship recipients will be liable for tuition costs for each credit hour that they do not receive a grade of A, B, C, or P. Scholarship recipients receiving consumable book loan books must abide by all book loan rules. Fees are not included in the scholarship award.

Staff and dependent scholarship forms are available in the financial aid office. Completed scholarship forms should be returned to the financial aid office prior to the first day of class.

To enroll in day classes at NCCC, employees must have a request signed by their supervisor to take daytime classes. Consideration will be given to the appropriateness of the course as it relates to the employee's position and the timelines of the course as it relates to the workday and job responsibilities. Employees shall not enroll in more than 3 credit hours of daytime courses per semester unless a written request is approved by the President of the college. Time taken to attend classes during the regular work day will be made up by the employee.

There will be no tuition reimbursement for those employees taking classes at another institution.

\*Covered by PEA Negotiated Agreement.

### Attendance at College Functions

(revised 6/9/16)

Full-time and permanent part-time employees of the college and their dependents may attend college-sponsored functions free of charge.

## **Resignation**

(Revised 3/9/2023)

All resignations shall be submitted in writing to one's immediate supervisor. If an employee fails to appear for work for three consecutive workdays without appropriate excuse, such action may be dealt with by the college in the same way as if a written resignation had been received. Resignations may be accepted by the president and shall be reported to the board of trustees at its next regular board meeting. Resignations of personnel subject to the so-called "continuing contract act" shall be given in accordance with the time requirements therein specified. Employees should consult the Contract Termination Policy as to proper notification, except for those employees covered by the negotiated agreement.

## **Compensation**

The college shall maintain a system and periodically approve limits of pay range. The President shall recommend to the board an initial salary of each person being hired and a rate of pay for each employee at least once each year.

### A. Salary – Faculty

Individuals employed by the board in professional or instructional capacities, including all classroom instructors, athletic coaches, and head athletic trainer, employed under a full-time contract will be compensated in accord with the salary schedule provisions contained in the negotiated agreement between the board and the NCCC Professional Educators' Association.

1. Hours earned after the granting of the master's degree must be graduate credit, as distinguished from undergraduate, and must be in the field of teaching or in a closely allied field. Courses from closely allied fields must receive prior, written approval from the Chief Academic Officer and the President.
2. Every instructor will be subject to extra-duty assignments. Instructors who choose not to take on such duties will have their salaries adjusted accordingly.
3. No instructor shall be required to teach in excess of 30 credit hours or its equivalent per academic year.

4. For purposes of determining compensation in accord with the salary schedule offered to an instructor entering into the first full-time employment contract with NCCC, the instructor may, at the discretion of the President, be given credit for all or part of teaching experience at other institutions based upon experience, training, and other relevant factors.

A vocational instructor whose academic preparation does not necessarily include a baccalaureate degree but who is qualified for the position through a license or a certificate shall be placed on the instructor level or above. Experience appropriate to the position shall be credited in the same manner as if it were teaching experience.

5. Except for professional employees who have head coaching duties as a part of the primary contract, all sponsorship, coaching, or special extra-duty assignments will be according to an amount mutually agreed upon between the professional employee and the administration. These assignments shall be identified by separate supplemental contract issued by the administration at the beginning of the academic year if possible; otherwise, as determined by the administration and payment for services performed to be made on the next pay period following completion of the supplemental contract.

B. Salary – Clerical/Maintenance

1. Entry-Level Salary

All newly employed clerical and maintenance staff will be assigned a rate of pay based upon job description, education, and experience.

2. Overtime

(Revised 6-13-2019)

All overtime must receive prior approval by the supervisor. The time card must be initialed by the supervisor to verify approval. Overtime worked will be taken in the form of compensatory time the week overtime was earned, or at one and one-half times thereafter but within the current pay period. The Chief Financial Officer may offer overtime pay in lieu of compensatory time.

C. Adjunct/Overload Pay

Instructors are entitled to overload pay if they teach more than 30 credit hours or its equivalent per contract period. That is, if an instructor has completed 30 credit hours of instruction, he/she will receive overload pay for those credit hours taught over 30. If not, no entitlement exists. If an instructor is employed for one semester or resigns after one semester, overload pay will be granted for teaching credit hours exceeding 15. Calculations for overload pay will be made in September and February. Pay adjustments, if any, will be communicated to the instructor and commence with the next pay period.

**Executive Administrator Continuity Benefit**

(added 09/08) (revised 3/12/15)

To encourage continuity of executive administrator positions, an additional annuity benefit shall accrue to eligible executive administrators as follows:

1. Eligibility: An executive administrator is eligible for the annuity benefit if such executive administrator:



- a. is currently employed full time as an executive administrator at NCCC;
  - b. has received a 5<sup>th</sup> consecutive executive administrator employment contract;
  - c. is a member of the Kansas Public Employees Retirement System.
2. Supplemental Retirement Annuity: As part of the compensation provided for in the fifth executive administrator contract, the executive administrator will in addition receive an additional Supplemental Retirement Annuity in an amount equal to five percent (5%) of the executive administrator’s salary for that year of employment. The Supplemental Retirement Annuity will continue for subsequent executive administrator employment contracts as follows:

|                      |    |    |    |    |    |     |
|----------------------|----|----|----|----|----|-----|
| Number of contracts* | 5  | 6  | 7  | 8  | 9  | 10+ |
| Annuity Benefit**    | 5% | 6% | 7% | 8% | 9% | 10% |

\*Executive administrator contracts for year 10 and subsequent years shall include a 10% Supplemental Retirement Annuity.

\*\*Annuity Benefit percentage is an amount equal to the applicable percentage of the executive administrator’s salary for that year of employment.

3. Miscellaneous
- a. Administrators who were employed in fiscal year 2007-2008 as Chief Financial Officer, Dean of Planning & Operations and Vice President for Student Learning shall upon acceptance of executive administrator contracts for fiscal year 2008-2009, be deemed to have received a 5<sup>th</sup> consecutive executive administrator employment contract and will then be eligible to receive the supplemental retirement annuity according to the number of contracts he or she has already received according to the chart above.
  - b. A first executive administrator contract not for a full 12 month fiscal year shall count towards eligibility for supplemental retirement annuity unless specifically provided otherwise in the employment contract.
  - c. The method and timing for payment of the supplemental retirement annuity shall be determined by the President and chief executive officer for the college or designee.

**Retirement**

(revised 10/13/05)

In compliance with K. S. A. 44-1118 nothing shall be construed to mean that an employer shall be forced to hire incompetent or unqualified personnel or discharge qualified or competent personnel.

Upon retirement and thereafter, if an employee has met all of the following requirements:

- 1. The employee has retired from KPERS and has not accepted employment at another KPERS institution; and
- 2. The employee has completed ten (10) or more years of full-time employment with Neosho County Community College; and
- 3. The employee has been enrolled in the college’s health insurance program for at least two full consecutive years of employment immediately preceding retirement; and

4. The employee has not reached the age of Medicare eligibility,

Then the employee, an employee's spouse, or an employee's dependent(s) may continue to maintain at their expense single or family plan coverage in the college's insurance program in accordance with and subject to insurance company policy conditions, until the employee reaches the age of Medicare eligibility. Employee premiums must be direct deposited into the college's bank account on the first working day of each month of coverage. If required payment arrangements are not made and/or payment is not received in a timely fashion, coverage may be terminated.

This policy, as amended, shall be applicable to employees retiring after October 13, 2005.

### **Early Retirement Incentive\***

(revised 9/11/08 and made available to all full-time employees, previously was just available for professional employees)  
(revised 12/10/09, 7/14/11, 10/9/14, 12/10/15, 3/14/19, 8/17/2020)

A full-time employee of NCCC who may find it necessary or desirable to retire from employment with the college prior to age 65 may retire under the terms and conditions hereinafter specified, subject to the following limitations:

1. Eligibility: A Full-time Employee is eligible for early retirement if such Full-time Employee:
  - a. is currently a full-time Employee;
  - b. has completed ten (10) or more years of full-time employment services with the college; and
  - c. provides verification of retirement approved by the Kansas Public Employee Retirement System.

The Full-time Employee must complete the contract year in which he/she is under contract to receive the benefit, or receive written approval from the president pursuant to allowable exception(s).

Eligibility in accordance with a-c above will be determined by the president of the college. A Full-time Employee applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for early retirement and to determine benefits paid.

"Full Time Employee" for purposes of the Early Retirement Incentive shall not include an employee whose employment compensation and/or benefits are funded by grants received by the College and whose employment as a grant employee commenced after June 30, 2020.

2. Application: A Full-time Employee may apply for early retirement by giving written notice to the president of the college. Such written notice by the Full-time Employee shall be submitted on or before the first day of February preceding the anticipated retirement date. The president may grant exceptions when deemed necessary. Notification of early retirement by the Full-time Employee shall include the following information:
  - a. A statement of the applicant's desire to take early retirement;
  - b. Notification as to whether the applicant desires the payment in January or July of each year; and,

- c. Notification as to whether the applicant desires health insurance coverage through the college group health insurance program (subject to “Retirement” policy requirements).

Following final action by the board on any application for early retirement the president of the college shall notify the applicant in writing of the final disposition and the date and amount of early retirement benefits to be paid. Note: The college will make payments in accordance with applicable State and Federal Statutes and regulations.

- 3. Basis of Retirement Benefit. The early retirement benefit shall be an annual payment made in the retired employee’s name to the college’s identified 403(b) plan provider. The payment will be determined by utilization of the percentage opposite the first year of benefit on the following table (the “Benefit Percentage”). The Benefit Percentage shall be multiplied by the Full-time Employee’s last annual contract salary to determine the amount of each annual payment. The payment shall be paid annually in either January or July. The early retirement benefit period will end when the Full-time Employee reaches age 65 or when five (5) years of early retirement benefits have accrued, whichever occurs first. The annual payment for a benefit year in which the Full-time Employee reaches age 65 shall be prorated. The initial date selected for first year payment (January/July) shall then become the anniversary date for subsequent payments. Early retirement benefits shall be based on KPERS retirement eligibility and years of service after eligibility according to the chart below.

| <b>First Benefit Year</b>      | <b>Percentage</b> |
|--------------------------------|-------------------|
| KPERS Eligible Year            | 21%               |
| Eligibility + 1 year service   | 18%               |
| Eligibility + 2 years’ service | 15%               |
| Eligibility + 3 years’ service | 12%               |
| Eligibility + 4 years’ service | 9%                |
| Eligibility + 5 years’ service | 6%                |
| Eligibility + 6 years’ service | 3%                |

For purposes of this policy “KPERS Eligible Year” shall mean the normal retirement date pursuant to K.S.A. 74-4914(1) even if the employee could have elected to retire before such persons normal KPERS retirement date and receive reduced benefits from the Kansas Public Employee Retirement System (“Early KPERS Retirement”). A Full-time Employee who elects and is approved for Early KPERS Retirement, for purposes of this policy, shall receive the same Benefit Percentage as a Full-time Employee whose First Benefit Year is the KPERS Eligible Year.

It is further provided that the president of the college shall compute an estimated early retirement benefit for each Full-time Employee. This information shall be provided to the Full-time Employee and become a part of the Full-time Employee’s permanent file.

- 4. Terms and Conditions. The “benefit year” begins July 1 and ends June 30.

All provisions of this incentive will terminate upon the death of the Full-time Employee receiving benefits.

A Full-time Employee who takes early retirement shall have the responsibility to keep the college informed of his/her current mailing address and telephone number.

If any provision of this early retirement plan is determined to be in violation of Federal or Kansas State laws or regulations, the plan shall then immediately be terminated by board action and shall not be in further force or effect unless re-adopted by the board.

\*Covered by PEA Negotiated Agreement.

### **Sexual Misconduct**

(Previously Sexual Harassment Prohibition) (adopted 12/13/16, 8/14/18)

Title IX compliance includes the prohibition of sexual misconduct 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 Title IX of the Education Amendments of 1972 and any amendments thereto. 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 misconduct and has adopted for its students and employees the following definition of sexual misconduct:

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.

#### **Applicable Scope**

Neosho County Community College (hereafter referred to as "College") affirms its commitment to promote the goals of fairness and equity in all aspects of the educational enterprise. All policies below are subject to resolution using the College's Sexual Misconduct Grievance policy as detailed below. When the responding party<sup>1</sup> is a member of the College community, the Sexual Misconduct Grievance policy is applicable regardless of the status of the reporting party<sup>2</sup> who may be a member or non-member of the campus community, including students, student organizations, faculty, administrators, staff, guests, visitors, campers, etc. When a reporting party or responding party is a non-member of the campus community, the College's response is limited to investigation only, with no right of appeal, and limited rights concerning access to information in the investigation report. NCCC response to non-member reporting or responding parties is limited to on-campus behavior or behavior that has a direct nexus to College programs or events.

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<sup>1</sup> As used in this document the term "responding party" refers to the person who has allegedly engaged in discrimination.

<sup>2</sup> As used in this document, the term "reporting party" refers to the person impacted by alleged discrimination.

### **Title IX Coordinator**

The Vice President for Student Learning serves as the Title IX Coordinator<sup>3</sup> and oversees implementation of the College’s Sexual Misconduct policy. The Title IX Coordinator [heads the Title IX Team and] acts with independence and authority free of conflicts of interest. To raise any concern involving a conflict of interest by the Title IX Coordinator, contact the College President at (620) 432-0346. To raise concerns regarding a potential conflict of interest with any other administrator involved in the appropriate Sexual Misconduct Grievance policy, please contact the Title IX Coordinator.

Inquiries about and reports regarding this policy and procedure may be made internally to:

**Sarah Robb**, Vice President for Student Learning  
Title IX Coordinator  
Neosho County Community College  
800 W. 14<sup>th</sup> Street  
Chanute, KS 66720  
620-432-0305 – office  
620-230-8062 – cell  
[sarah\\_rob主@neosho.edu](mailto:sarah_rob主@neosho.edu)  
Sanders Hall VPSL office

**Kerrie Coomes**, Dean of Student Services  
Deputy Title IX Coordinator  
Neosho County Community College  
800 W. 14<sup>th</sup> Street  
Chanute, KS 66720  
620-432-0304 – office  
620-212-1153 – cell  
[kcoomes@neosho.edu](mailto:kcoomes@neosho.edu)  
Sanders Hall Student Services office

**Karin Jacobson**, Director of Human Resources  
Deputy Title IX Coordinator  
Neosho County Community College  
800 W. 14<sup>th</sup> Street  
Chanute, KS 66720  
620-432-0333 – office  
620-212-5135 – cell  
[kjacobson@neosho.edu](mailto:kjacobson@neosho.edu)  
Sanders Hall Human Resources office

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<sup>3</sup> Note that throughout this document, the term “Title IX Coordinator” refers to the Title IX Coordinator or their designee.

Riann Mullis, Athletic Director  
Deputy Title IX Coordinator  
Neosho County Community College  
800 W. 14<sup>th</sup> Street  
Chanute, KS 66720  
620-432-0397 – office  
– cell  
NeoKan Hall Athletics office

Inquiries may be made externally to:  
Office for Civil Rights (OCR)  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-1100  
Customer Service Hotline #: (800) 421-3481  
Facsimile: (202) 453-6012  
TDD#: (877) 521-2172  
Email: [OCR@ed.gov](mailto:OCR@ed.gov) Web: <http://www.ed.gov/ocr>

### **Reporting Sexual Misconduct**

Reports of sexual misconduct may be made using any of the following options. There is no time limitation on the filing of allegations. However, if the responding party is no longer subject to the College's jurisdiction, the ability to investigate, respond and provide remedies may be more limited:

- 1) Report directly to the Title IX Coordinator [or deputy/deputies] (see above);
- 2) Report online, using the reporting form posted at the College's website; and
- 3) Report using other electronic means as available.

All reports are acted upon promptly while every effort is made by the College to preserve the privacy of reports. Such reports may also be anonymous. Anonymous reports will be investigated. Additionally, all employees of the College are designated as mandated reporters and will share a report with the Title IX Coordinator promptly. Confidentiality and mandated reporting is addressed more specifically below in section 7. Reports of sexual misconduct committed by the Title IX Coordinator should be reported to the College President (620) 432-0346.

### **Jurisdiction**

This policy applies to sexual misconduct that takes place on the campus, at College-sponsored events, off-campus and online when the Title IX Team determines that the off-campus or online conduct affects a substantial College interest. A substantial College interest is defined to include:

- a) Any sexual misconduct that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state or federal law;
- b) Any sexual misconduct where it appears that the responding party may present a danger or threat to the health or safety of self or students or employees;
- c) Any sexual misconduct that significantly impinges upon the rights, property or achievements of self or students or employees or significantly breaches the peace and/or causes social disorder; and/or
- d) Any sexual misconduct that is detrimental to the educational interests of the College.

As a general rule, a report from a reporting party who is not a student or employee or a report about a responding party who is not a student or employee must be for sexual misconduct that takes place on College property or at College sponsored events.

### **Sexual Misconduct**

“Sexual Misconduct” is a broad term encompassing non-consensual or unwelcome sexual advances, sexual violence, dating violence, domestic violence, and stalking.

Per Title IX compliance, 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 statute. 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 misconduct and has adopted for its students and employees the following definition of sexual misconduct:

Sexual misconduct includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct sexual in nature. The Sexual Misconduct policy specifically addresses the following:

- Unwelcomed communication, including but not limited to phone, text message, email, social media, or other electronic media;
- Requests for sexual favors for which compliance, or submission to such acts, is expressed or implied to impact initial or continued employment;
- Requests for sexual favors for which compliance, or submission to such acts, is expressed or implied to impact an individual’s education;
- Requests for sexual favors for which compliance, or submission to such acts, is expressed or implied to impact the individual’s work or academic performance or creates an intimidating, hostile, or offensive work or academic environment.

### **EXPECTATIONS WITH RESPECT TO CONSENSUAL RELATIONSHIPS**

Revised 1/8/2019

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as faculty and student, supervisor and employee). These relationships may be less consensual than perceived by the individual whose position confers power. The relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic or sexual involvement, this past consent may not remove grounds for a later charge of a violation of applicable sections of this policy. The College does not wish to interfere with private choices regarding personal relationships when these relationships do not interfere with the goals and policies of the College. For the personal protection of members of this community, relationships in which power differentials are inherent (faculty-student, staff-student, administrator-student) are generally discouraged.

Consensual romantic or sexual relationships in which one party maintains a direct supervisory or evaluative role over the other party are unethical and may result in a sanction ranging from reprimand through expulsion (students) or termination of employment. This includes RAs and students over whom they have direct responsibility.

### **Categories of and Specific Definitions Related to Sexual Misconduct**

The College has defined categories of sex/gender discrimination as sexual misconduct, as stated below, for which action under this policy may be imposed. Generally speaking, the College considers non-consensual sexual violence to be the most serious of these offenses, and therefore typically imposes the most severe sanctions, including suspension or expulsion for students and termination for employees. However, the College reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any act of sexual misconduct or other sex/gender-based offenses, including intimate partner (dating and/or domestic) violence, non-consensual sexual contact and/or stalking based on the facts and circumstances of the particular allegation. Acts of sexual misconduct may be committed by any person upon any other person, regardless of the sex, sexual orientation and/or gender identity of those involved.

#### **a. Sexual Harassment**

The Department of Education's Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC) and the State of Kansas regard sexual harassment as a form of sex/gender discrimination.

Sexual harassment is:

- unwelcome, sexual, sex-based and/or gender-based conduct which may be verbal, written, online and/or physical.

Anyone experiencing sexual harassment in any College program is encouraged to report it immediately to the Title IX Coordinator, a Title IX Deputy, or other college official. Remedies, education and/or training will be provided in response.

Sexual harassment may be disciplined when it takes the form of *quid pro quo* harassment, retaliatory harassment and/or creates a hostile environment.

A hostile environment is created when sexual harassment is:

- severe, or
- persistent or pervasive, and
- objectively offensive, such that it:
- unreasonably interferes with, denies or limits someone's ability to participate in or benefit from the College's educational, employment social and/or residential program.

*Quid Pro Quo* Sexual Harassment:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by a person having power or authority over another constitutes sexual harassment



when submission to such sexual conduct is made either explicitly or implicitly a term or condition of rating or evaluating an individual's educational development or performance.

Some examples of possible Sexual Harassment include:

- A professor insists that a student have sex with him/her in exchange for a good grade. This is harassment regardless of whether the student accedes to the request and irrespective of whether a good grade is promised or a bad grade is threatened.
- A student repeatedly sends sexually oriented jokes around on an email list s/he created, even when asked to stop, causing one recipient to avoid the sender on campus and in the residence hall in which they both live.
- Explicit sexual pictures are displayed in a professor's office or on the exterior of a residence hall door.
- Two supervisors frequently "rate" several employees' bodies and sex appeal, commenting suggestively about their clothing and appearance.
- A professor engages students in her class in discussions about their past sexual experiences, yet the conversation is not in any way germane to the subject matter of the class. She probes for explicit details, and demands that students answer her, though they are clearly uncomfortable and hesitant.
- An ex-girlfriend widely spreads false stories about her sex life with her former boyfriend to the clear discomfort of the boyfriend, turning him into a social pariah on campus.
- A student grabbed another student by the hair, then grabbed her breast and put his mouth on it. While this is sexual harassment, it is also a form of sexual violence.

**b. Non-Consensual Sexual Intercourse is defined as:**

Any sexual intercourse, however slight, with any object, by a person upon another person, that is without consent and/or by force.

Sexual intercourse includes:

- Vaginal or anal penetration by a penis, tongue, finger or object, or oral copulation (mouth to genital contact) no matter how slight the penetration or contact.

**c. Non-Consensual Sexual Contact is defined as:**

- any intentional sexual touching, however slight, with any object, by a person upon another person, that is without consent and/or by force.

Sexual touching includes:

- Intentional contact with the breasts, groin, or genitals, mouth or touching another with any of these body parts, or making another touch you or themselves with or on any of these body parts; or
- Any other bodily contact in a sexual manner.

**d. Sexual Exploitation**

Sexual Exploitation refers to a situation in which a person takes non-consensual or abusive sexual advantage of another, and that behavior does not otherwise fall within the definitions of Non-Consensual Sexual Intercourse or Non-Consensual Sexual Contact. Examples of Sexual Exploitation include, but are not limited to:

- Sexual voyeurism (such as watching a person undressing, using the bathroom or engaged in sexual acts without the consent of the person observed).
- Invasion of sexual privacy.
- Taking pictures or video or audio recording another in a sexual act, or in any other private activity without the consent of all involved in the activity, or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person's consent).
- Prostitution.
- Sexual exploitation also includes engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV), a sexually transmitted disease (STD) or infection (STI) without informing the other person of the infection.
- Administering alcohol or drugs (such as "date rape" drugs) to another person without his or her knowledge or consent (assuming the act is not completed).
- Exposing one's genitals in non-consensual circumstances.
- Sexually-based stalking and/or bullying may also be forms of sexual exploitation.

**e. Force and Consent**

**Force:** Force is the use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation (implied threats) and coercion that overcome resistance or produce consent ("Have sex with me or I'll hit you." "Okay, don't hit me, I'll do what you want.").

Coercion is unreasonable pressure for sexual activity. Coercive behavior differs from seductive behavior based on the type of pressure someone uses to get consent from another. When someone makes clear to you that they do not want sex, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

**NOTE:** Silence or the absence of resistance alone is not consent. There is no requirement on a party to resist the sexual advance or request, but resistance is a clear demonstration of non-consent. The presence of consent is not demonstrated by the absence of resistance. Sexual activity that is forced is by definition non-consensual, but non-consensual sexual activity is not by definition forced.

**Consent:** Consent is knowing, voluntary, and clear permission by word or action to engage in mutually agreed upon sexual activity. Since individuals may experience the same interaction in different ways, it is the responsibility of each party to make certain that the other has consented each time from beginning to end while engaging in the activity. For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Consent can be withdrawn at any time once given, as long as the withdrawal is clearly communicated through words or actions.

Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous dating relationship is not sufficient to constitute consent. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred and any similar previous patterns that may be evidenced.

**Incapacitation:** A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep or unconscious for any reason, including due to alcohol or other drugs. An individual who engages in sexual activity when the individual knows, or reasonably should know, that the other person is physically or mentally incapacitated has violated this policy.

It is not an excuse that the responding party was intoxicated and, therefore, did not realize the incapacity of the reporting party.

Incapacitation is defined as a state where someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the “who, what, when, where, why or how” of their sexual interaction). This policy also covers a person whose incapacity results from mental disability, involuntary physical restraint and/or from the taking of incapacitating drugs.

In Kansas, a minor (meaning a person under the age of 16 years) cannot consent to sexual activity. This means that sexual contact by an adult with a person younger than 16 years old may be a crime, and a potential violation of this policy, even if the minor wanted to engage in the act.

Examples of lack of consent:

1. Amanda and Bill meet at a party. They spend the evening dancing and getting to know each other. Bill convinces Amanda to come up to his room. From 11:00 pm until 3:00 am, Bill uses every line he can think of to convince Amanda to have sex with him, but she adamantly refuses. He keeps at her, and begins to question her religious convictions, and accuses her of being “a prude.” Finally, it seems to Bill that her resolve is weakening, and he convinces her to give him a “hand job” (hand to genital contact). Amanda would never had done it but for Bill's incessant advances. He feels that he successfully seduced her, and that she wanted to do it all along, but was playing shy and hard to get. Why else would she have come up to his room alone after the party? If she really didn't want it, she could have left. Bill is responsible for violating the College's Non-Consensual Sexual Contact policy. It is likely that campus decision-makers would find that the degree and duration of the pressure Bill applied to Amanda are unreasonable. Bill coerced Amanda into performing unwanted sexual touching upon him. Where sexual activity is coerced, it is forced. Consent is not valid when forced. Sex without consent is sexual misconduct.

2. Jiang is a sophomore at the college. Beth is a freshman. Jiang comes to Beth's residence hall room with some mutual friends to watch a movie. Jiang and Beth, who have never met before, are attracted to each other. After the movie, everyone leaves, and Jiang and Beth are alone. They hit it off, and are soon becoming more intimate. They start to make out. Jiang verbally expresses his desire to have sex with Beth. Beth, who was abused by a babysitter when she was five, and has not had any sexual relations since, is shocked at how quickly things are progressing. As Jiang takes her by the wrist over to the bed, lays her down, undresses her, and begins to have intercourse with her, Beth has a severe flashback to her childhood trauma. She wants to tell Jiang to stop, but cannot. Beth is stiff and unresponsive during the intercourse. Is this a policy violation? Jiang would be held responsible in this scenario for Non Consensual Sexual Intercourse. It is the duty of the sexual initiator, Jiang, to make sure that he has mutually understandable consent to engage in sex. Though consent need not be verbal, it is the clearest form of consent. Here, Jiang had no verbal or non-verbal mutually understandable indication from Beth that she consented to sexual intercourse. Of course, wherever possible, it is important to be as clear as possible as to whether or not sexual contact is desired, and to be aware that for psychological reasons, or because of alcohol or drug use, one's partner may not be in a position to provide as clear an indication as the policy requires. As the policy makes clear, consent must be actively, not passively, given.
  
3. Kevin and John are at a party. Kevin is not sure how much John has been drinking, but he is pretty sure it's a lot. After the party, he walks John to his room, and John comes on to Kevin, initiating sexual activity. Kevin asks him if he is really up to this, and John says yes. Clothes go flying, and they end up in John's bed. Suddenly, John runs for the bathroom. When he returns, his face is pale, and Kevin thinks he may have thrown up. John gets back into bed, and they begin to have sexual intercourse. Kevin is having a good time, though he can't help but notice that John seems pretty groggy and passive, and he thinks John may have even passed out briefly during the sex, but he does not let that stop him. When Kevin runs into John the next day, he thanks him for the wild night. John remembers nothing, and decides to make a report to the Dean. This is a violation of the Non-Consensual Sexual Intercourse policy. Kevin should have known that John was incapable of making a rational, reasonable decision about sex. Even if John seemed to consent, Kevin was well aware that John had consumed a large amount of alcohol, and Kevin thought John was physically ill, and that he passed out during sex. Kevin should be held accountable for taking advantage of John in his condition. This is not the level of respectful conduct the College expects.

**f. Other Serious Sexual Misconduct Offenses**

Dating Violence means violence committed by a person:

- Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- Where the existence of such a relationship shall be determined based on the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Domestic Violence is defined by law as violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is

cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse, or by any family or household member.

Examples of Dating or Domestic Violence:

1. A boyfriend shoves his girlfriend into a wall upon seeing her talking to a male friend. This physical assault based on jealousy is a violation of the Intimate Partner Violence policy.
2. An ex-girlfriend shames her female partner, threatening to out her as a lesbian if she doesn't give the ex another chance. Psychological abuse is a form of Intimate Partner Violence.
3. A student refuses to wear a condom and forces his girlfriend to take hormonal birth control though it makes her ill, in order to prevent pregnancy.
4. Married employees are witnessed in the parking garage, with one partner slapping and scratching the other in the midst of an argument.

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 statute, and is a criminal offense. If you feel you are a victim of stalking, please notify the police department or sheriff's office immediately.

Examples of Stalking:

1. A student repeatedly shows up at another student's on-campus residence, always notifying the RA that they are there to see the resident. Upon a call to the resident, the student informs residence hall staff that this visitor is uninvited and continuously attempts to see them, even so far as waiting for them outside of classes and showing up to their on-campus place of employment requesting that they go out on a date together.
2. A student working as an on-campus tutor received flowers and gifts delivered to their office. After learning the gifts were from a student they recently tutored, the tutor thanked the student and stated that it was not necessary and would appreciate if the gift deliveries stop. The student then started leaving notes of love and gratitude on the tutor's car, both on-campus and at home. Asked again to stop, the student stated by email: "You can ask me to stop, but I'm not giving up. We are meant to be together, and I'll do anything necessary to make you have the feelings for me that I have for you." When the tutor did not respond, the student emailed again, "You cannot escape me. I will track you to the ends of the earth. We are meant to be together."

Any other College policies may fall within this section when a violation is motivated by the actual or perceived membership of the reporting party's sex or gender.

Sanctions for the above-listed "Other Serious Sexual Misconduct" behaviors range from reprimand through expulsion (students) or termination of employment.

### **Retaliation**

As it relates to sexual misconduct, retaliation is defined as any adverse action taken against a person participating in a protected activity because of their participation in that protected activity. Retaliation against an individual for alleging harassment, supporting a party bringing

an allegation or for assisting in providing information relevant to a claim of harassment is a serious violation of College policy and will be treated as another possible instance of harassment. Acts of alleged retaliation should be reported immediately to the Title IX Coordinator or any Deputy Coordinator and will be promptly investigated. The College is prepared to take appropriate steps to protect individuals who fear that they may be subjected to retaliation.

Examples of Retaliation:

1. A student athlete files an allegation against a coach for sexual harassment; the coach subsequently cuts the student athlete's playing time in half without a legitimate justification.
2. A faculty member complains of gender inequity in pay within her department; her supervisor then revokes his prior approval allowing her to attend a national conference, citing the faculty member's tendency to "ruffle feathers."

### **Remedial Action**

Upon notice of alleged discrimination, the College will implement initial remedial, responsive and/or protective actions upon notice of alleged harassment, retaliation and/or discrimination. Such actions could include but are not limited to: no contact orders, providing counseling and/or medical services, academic support, living arrangement adjustments, transportation accommodations, visa and immigration assistance, student financial aid counseling, providing a campus escort, academic or work schedule and assignment accommodations, safety planning, referral to community support resources.

The College will maintain as confidential any accommodations or protective measures, provided confidentiality does not impair the College's ability to provide the accommodations or protective measures.

Procedures for handling reported incidents are fully described below.

### **Confidentiality and Reporting of Offenses Under This Policy**

All College employees, with the exception of the Director of Academic Advising and Counseling (faculty, staff, administrators), are expected to report actual or suspected sexual misconduct to appropriate officials immediately, though there are some limited exceptions. Generally, climate surveys, classroom writing assignments or discussions, human subjects research, or events such as Take Back the Night events do not provide notice that must be reported to the Coordinator by employees, unless the reporting party clearly indicates that they wish a report to be made.

If a reporting party would like the details of an incident to remain confidential, the reporting party can speak with the on-campus victim advocates. See the full Mandatory Reporter policy on the college website or in office of the Title IX Coordinator.

If a reporting party does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal resolution to be pursued, the reporting party may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the campus and comply with federal law. Note that

the College's ability to remedy and respond to a reported incident may be limited if the reporting party does not want the institution to proceed with an investigation and/or the Equity Resolution Process.

In cases indicating pattern, predation, threat, weapons and/or violence, the College will likely be unable to honor a request for confidentiality. In cases where the reporting party requests confidentiality and the circumstances allow the College to honor that request, the College will offer interim supports and remedies to the reporting party and the community, but will not otherwise pursue formal action. A reporting party has the right, and can expect, to have allegations taken seriously by NCCC when formally reported, and to have those incidents investigated and properly resolved through these procedures.

Formal reporting still affords privacy to the reporter, and only a small group of officials who need to know will be told, including but not limited to the Title IX Team. Information will be shared as necessary with investigators, **witnesses and the responding party**. The circle of people with this knowledge will be kept as tight as possible to preserve a reporting party's rights and privacy. Additionally, anonymous reports can be made by victims and/or third parties using the online reporting form posted at the College website, or other electronic means as available. Note that these anonymous reports may prompt a need for the institution to investigate.

Failure of a non-confidential employee, as described in this section, to report an incident or incidents of sex/gender harassment or discrimination of which they become aware is a violation of College policy and can be subject to disciplinary action for failure to comply.

### **False Allegations**

Deliberately false and/or malicious accusations under this policy, as opposed to allegations which, even if erroneous, are made in good faith, are a serious offense and will be subject to appropriate disciplinary action.

### **Amnesty for Reporting Party and Witnesses (applies to students only)**

Sometimes, students are hesitant to offer assistance to others for fear that they may get themselves in trouble (for example, a student who has been drinking underage might hesitate to help take a sexual misconduct victim to the Campus Police). The College pursues a policy of amnesty for students who offer help to others in need. [While policy violations cannot be overlooked, the College will provide educational options, rather than punishment, to those who offer their assistance to others in need.]

### **Federal Statistical Reporting Obligations**

Certain campus officials – those deemed Campus Security Authorities – have a duty to report sexual assault, domestic violence, dating violence and stalking for federal statistical reporting purposes (Clery Act). All personally identifiable information is kept confidential, but statistical information must be passed along to appropriate College personnel regarding the type of incident and its general location (on or off-campus, in the surrounding area, but no addresses are given) for publication in the Annual Security Report. This report helps to provide the community with a clear picture of the extent and nature of campus crime, to ensure greater community safety. The College's Mandated Reporter policy can be found at the College's website.



### **Equity RESOLUTION Process for ALLEGATIONS of SEXUAL MISCONDUCT**

The College will act on any formal or informal allegation or notice of violation of the Sexual Misconduct policy that is received by a responsible employee as defined by the College's Mandated Reporter policy.

The procedures described below apply to all allegations of sexual misconduct involving students, staff or faculty members. All other allegations of misconduct unrelated to incidents covered by this policy will be addressed through the procedures elaborated in the respective student, faculty and staff handbooks.

#### **Overview**

Upon notice to the Title IX Coordinator, this resolution process involves a prompt preliminary inquiry to determine if there is reasonable cause to believe the Sexual Misconduct policy has been violated. If so, the College will initiate a confidential investigation that is thorough, reliable, impartial, prompt and fair. The investigation and the subsequent resolution process determines whether the Sexual Misconduct policy has been violated. If so, the College will promptly implement effective remedies designed to end the misconduct, prevent its recurrence and address its effects.

#### **1. Sexual Misconduct Grievance Process (SMGP)**

Allegations under the policy on Sexual Misconduct are resolved using the Title IX Team. Members of the Title IX team are announced in an annual distribution of this policy to campus, prospective students, their parents and prospective employees. The list of members and a description of the Title IX Team can be found below and also at the College's website. Members of the Title IX Team are trained in all aspects of the resolution process, and can serve in any of the following roles, at the direction of the Title IX Coordinator:

- To provide sensitive intake for and initial advice pertaining to allegations
- To serve in a mediation or restorative justice role in conflict resolution
- To investigate allegations
- To act as process advisors to those involved in the Equity Resolution Process

Title IX Team members also recommend proactive policies, and serve in an educative role for the community. The President, in consultation with the Title IX Coordinator, appoints the pool, which reports to the Title IX Coordinator. Title IX Team members receive annual training organized by the Title IX Coordinator, including a review of College policies and procedures as well as applicable federal and state laws and regulations so that they are able to appropriately address allegations, provide accurate information to members of the community, protect safety and promote accountability. This training will include, but is not limited to: how to appropriately remedy, investigate, render findings and determine appropriate sanctions in reference to all forms of sexual misconduct allegations; the College's Sexual Misconduct policy and procedures; confidentiality and privacy; and applicable laws, regulations and federal regulatory guidance. All Title IX Team members are required to attend this annual training to be eligible to serve.



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–cell  
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## 2. Reporting Misconduct

Any student, member of the community, guest or visitor who believes that the Sexual Misconduct policy has been violated should contact the Title IX Coordinator or any responsible employee as defined by the Mandated Reporter policy. The College website also includes a reporting form at which may serve to initiate the resolution process.

All employees receiving reports of a potential violation of College policy are expected to immediately contact the Title IX Coordinator or Deputy Title IX Coordinator. All initial contacts will be treated with privacy: specific information on any allegation received by any party will be reported to the Title IX Coordinator. Every effort will be made to maintain the privacy of those initiating an allegation. In all

cases, the College will give consideration to the reporting party with respect to how the reported misconduct is pursued, but reserves the right, when necessary to protect the community, to investigate and pursue a resolution even when a reporting party chooses not to initiate or participate in the resolution process.

### 3. Preliminary Inquiry

Following receipt of notice or a report of misconduct, the Title IX Coordinator engages in a preliminary inquiry to determine if there is reasonable cause to believe the Sexual Misconduct policy has been violated. For the purposes of this process, the Title IX Coordinator, unless otherwise noted, refers to the Title IX Coordinator or designee. The preliminary inquiry is typically 1-3 days in duration. This inquiry may also serve to help the Title IX Coordinator to determine if the allegations evidence violence, threat, pattern, predation and/or weapon, in the event that the reporting party has asked for no action to be taken. In any case where violence, threat, pattern, predation, and/or weapon is not evidenced, the Title IX Coordinator may respect a reporting party's request for no action, and will investigate only so far as necessary to determine appropriate remedies. As necessary, the College reserves the right to initiate resolution proceedings without a formal report or participation by the reporting party.

In cases where the reporting party wishes to proceed or the College determines it must proceed, and the preliminary inquiry shows that reasonable cause exists, the Title IX Coordinator will direct a formal investigation to commence and the allegation will be resolved through one of the processes discussed briefly here and in greater detail below:

- Conflict Resolution – typically used for less serious offenses and only when both parties agree to conflict resolution
- Administrative Resolution – resolution by a trained administrator

The process followed considers the preference of the parties, but is ultimately determined at the discretion of the Title IX Coordinator. Conflict Resolution may only occur if selected by all parties, otherwise the Administrative Resolution Process applies.

If conflict resolution is desired by the reporting party, and appears appropriate given the nature of the alleged behavior, then the report does not proceed to investigation, unless a pattern of misconduct is suspected or there is an actual or perceived threat of further harm to the community or any of its members.

Once a formal investigation is commenced, the Title IX Coordinator will provide written notification of the investigation to the responding party at an appropriate time during the investigation.<sup>4</sup> The College aims to complete all investigations within a sixty (60) calendar day time period, which can be extended as necessary for appropriate cause by the Title IX Coordinator with notice to the parties as appropriate.

If, during the preliminary inquiry or at any point during the formal investigation, the Title IX Coordinator determines that there is no reasonable cause to believe that policy has been violated,

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<sup>4</sup> Notification will be made in writing and may be delivered by one or more of the following methods: in person; mailed to the local or permanent address of the parties as indicated in official College records; or emailed to the parties' College-issued email account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered. The reporting party is typically copied on such correspondence.

the process will end unless the reporting party requests that the Title IX Coordinator makes an extraordinary determination to re-open the investigation. This decision lies in the sole discretion of the Title IX Coordinator.

#### **4. Interim Remedies/Actions**

The Title IX Coordinator may provide interim remedies intended to address the short-term effects of harassment, discrimination and/or retaliation, i.e., to redress harm to the reporting party and the community and to prevent further violations.

These remedies may include, but are not limited to:

- Referral to counseling and health services
- Referral to Human Resources
- Education to the community
- Altering the housing situation of any associated party
- Altering work arrangements for employees
- Providing campus escorts
- Providing transportation accommodations
- Implementing contact limitations between the parties
- Offering adjustments to academic deadlines, course schedules, etc.

The College may interim suspend a student, employee or organization pending the completion of SMGP investigation and procedures, particularly when in the judgment of the Title IX Coordinator the safety or well-being of any member(s) of the campus community may be jeopardized by the presence on-campus of the responding party or the ongoing activity of a student organization whose behavior is in question. In all cases in which an interim suspension is imposed, the student, employee or student organization will be given the option to meet with the Title IX Coordinator prior to such suspension being imposed, or as soon thereafter as reasonably possible, to show cause why the suspension should not be implemented. The Title IX Coordinator has sole discretion to implement or stay an interim suspension and to determine its conditions and duration. Violation of an interim suspension under this policy will be grounds for expulsion or termination.

During an interim suspension or administrative leave, a student or employee may be denied access to College housing and/or the College campus/facilities/events. As determined by the Title IX Coordinator, this restriction can include classes and/or all other College activities or privileges for which the student or employee might otherwise be eligible. At the discretion of the Title IX Coordinator, alternative coursework options may be pursued to ensure as minimal an impact as possible on the responding party.

The institution will maintain as confidential any interim actions or protective measures, provided confidentiality does not impair the institution's ability to provide the interim actions or protective measures.

#### **5. Investigation**

Once the decision is made to commence a formal investigation, the Title IX Coordinator appoints Title IX Team members to conduct the investigation (typically using a team of two SMGP investigators), usually within two (2) days of determining that an investigation should proceed. Investigations are completed expeditiously, normally within ten (10) days, though some

investigations take weeks or even months, depending on the nature, extent and complexity of the allegations, availability of witnesses, police involvement, etc.

The College may undertake a short delay in its investigation (several days to weeks, to allow evidence collection) when criminal charges on the basis of the same behaviors that invoke this process are being investigated. The College will promptly resume its investigation and resolution processes once notified by law enforcement that the initial evidence collection process is complete. College action will not typically be altered or precluded on the grounds that civil or criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

All investigations will be thorough, reliable, impartial, prompt and fair. Investigations entail interviews with all relevant parties and witnesses, obtaining available evidence and identifying sources of expert information, as necessary.

The investigators will typically take the following steps, if not already completed (not necessarily in order):

- In coordination with campus partners (e.g.: the Title IX Coordinator), initiate or assist with any necessary remedial actions;
- Determine the identity and contact information of the reporting party;
- Identify all policies allegedly violated;
- Assist the Title IX Coordinator with an immediate preliminary inquiry to determine if there is reasonable cause to believe the responding party has violated policy.
  - If there is insufficient evidence to support reasonable cause, the inquiry should be closed with no further action;
- Commence a thorough, reliable and impartial investigation by developing a strategic investigation plan, including a witness list, evidence list, intended timeframe, and order of interviews for all witnesses and the responding party, who may be given notice prior to or at the time of the interview;
- Prepare the notice of allegation [charges] on the basis of the preliminary inquiry;
- Meet with the reporting party to finalize their statement, if necessary;
- If possible, provide written notification to the parties prior to their interviews that they may have the assistance of a Title IX Team member or other advisor of their choosing present for all meetings attended by the advisee;
- Provide reporting party and responding party with a written description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable procedures and a statement of the potential sanctions/responsive actions that could result;
- Prior to the conclusion of the investigation, provide the reporting party and the responding party with a list of witnesses whose information will be used to render a finding;
- Allow each party the opportunity to suggest questions they wish the investigators to ask of the other party and witnesses.

- Provide parties with all relevant evidence to be used in rendering a determination and provide each with a full and fair opportunity to address that evidence prior to a finding being rendered;
- Complete the investigation promptly, and without unreasonable deviation from the intended timeline;
- Provide regular updates to the reporting party throughout the investigation, and to the responding party, as appropriate;
- Make a finding, based on a preponderance of the evidence (whether a policy violation is more likely than not);
- Investigators finalize and present the findings to the parties, without undue delay between notifications;

At any point during the investigation, if it is determined there is no reasonable cause to believe that College policy has been violated, the Title IX Coordinator has authority to terminate the investigation and end resolution proceedings.

Witnesses (as distinguished from the parties) are expected to cooperate with and participate in the College's investigation and the Equity Resolution Process. Failure of a witness to cooperate with and/or participate in the investigation or Equity Resolution Process constitutes a violation of policy and may be subject to discipline. At the discretion of the college, witnesses may provide written statements in lieu of interviews during the investigation and may be interviewed remotely by phone, Skype (or similar technology), if they cannot be interviewed in person or if the investigators determine that timeliness or efficiency dictate a need for remote interviewing. Parties who elect not to participate in the investigation or to withhold information from the investigation do not have the ability to offer evidence later during the appeal if it could have been offered during the investigation. Failure to offer evidence prior to an appeal does not constitute grounds for appeal on the basis of new evidence.

The College will use audio transcription recording during the investigation process. No unauthorized audio or video recording of any kind is permitted during investigation meetings or other Equity Resolution Process proceedings.

### **6. Advisors**

Each party is allowed to have an advisor of their choice present with them for all SMGP meetings and proceedings, from intake through to final determination. The parties may select whomever they wish to serve as their advisor as long as the advisor is eligible and available, and usually otherwise not involved in the resolution process, such as serving as a witness. The advisor may be a friend, mentor, family member, attorney or any other supporter a party chooses to advise them who is available and eligible. Witnesses cannot also serve as advisors. The parties may choose advisors from inside or outside the campus community.

Advisors should help their advisees prepare for each meeting, and are expected to advise ethically, with integrity and in good faith. The College cannot guarantee equal advisory rights, meaning that if one party selects an advisor who is an attorney, but the other party does not, or cannot afford an attorney, the College is not obligated to provide one.

All advisors are subject to the same campus rules, whether they are attorneys or not. Advisors may not address campus officials in a meeting or interview unless invited to. The advisor may not make a presentation or represent the reporting party or the responding party during any meeting or proceeding and may not speak on behalf of the advisee to the investigators or hearing panelists. The parties are expected to ask and respond to questions on their own behalf, without representation by their advisor. Advisors may confer quietly with their advisees or in writing as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the parties and their advisors should ask for breaks or step out of meetings to allow for private conversation. Advisors will typically be given an opportunity to meet in advance of any interview or meeting with the administrative officials conducting that interview or meeting. This pre-meeting will allow advisors to clarify the role the advisor is expected to take.

Advisors are expected to refrain from interference with the investigation and resolution. Any advisor who steps out of their role will be warned once and only once. If the advisor continues to disrupt or otherwise fails to respect the limits of the advisor role, the advisor will be asked to leave the meeting. When an advisor is removed from a meeting, that meeting will typically continue without the advisor present. Subsequently, the Title IX Coordinator will determine whether the advisor may be reinstated, may be replaced by a different advisor, or whether the party will forfeit the right to an advisor for the remainder of the process.

The College expects that the parties will wish to share documentation related to the allegations with their advisors. The College provides a consent form that authorizes such sharing. The parties must complete this form before the College is able to share records with an advisor, though parties may share the information directly with their advisor if they wish. Advisors are expected to maintain the privacy of the records shared with them. These records may not be shared with third parties, disclosed publicly, or used for purposes not explicitly authorized by the College. The College may seek to restrict the role of any advisor who does not respect the sensitive nature of the process or who fails to abide by the College's privacy expectations.

The College expects an advisor to adjust their schedule to allow them to attend College meetings when scheduled. The College does not typically change scheduled meetings to accommodate an advisor's inability to attend. The College will, however, make reasonable provisions to allow an advisor who cannot attend in person to attend a meeting by telephone, video and/or virtual meeting technologies as may be convenient and available.

A party may elect to change advisors during the process, and is not locked into using the same advisor throughout.

The parties must advise the investigators of the identity of their advisor at least one (1) day before the date of their first meeting with investigators (or as soon as possible if a more expeditious meeting is necessary or desired). The parties must provide timely notice to investigators if they change advisors at any time.

### **7. Resolution**

Proceedings are private. All persons present at any time during the resolution process are expected to maintain the privacy of the proceedings in accord with College policy. While the contents of the hearing are private, the parties have discretion to share their own experiences if they so choose, and should discuss doing so with their advisors [advocates].

### **a. Conflict Resolution**

Conflict Resolution is often used for less serious, yet inappropriate, behaviors and is encouraged as an alternative to the formal hearing process to resolve conflicts. The Title IX Coordinator will determine if conflict resolution is appropriate, based on the willingness of the parties, the nature of the conduct at issue and the susceptibility of the conduct to conflict resolution. In a conflict resolution meeting, a trained administrator will facilitate a dialogue with the parties to an effective resolution, if possible. Sanctions may still be possible as the result of a conflict resolution process. Additionally, parties may agree to appropriate remedies. The Title IX Coordinator will keep records of any resolution that is reached, and failure to abide by the accord can result in appropriate responsive actions.

Conflict resolution will not be the primary resolution mechanism used to address reports of violent behavior of any kind or in other cases of serious violations of policy, though it may be made available after the formal process is completed should the parties and the Title IX Coordinator believe that it could be beneficial. Mediation will not be used in cases of sexual violence. It is not necessary to pursue conflict resolution first in order to pursue Administrative Resolution, and any party participating in conflict resolution can stop that process at any time and request a shift to Administrative Resolution.

### **b. Administrative Resolution**

Administrative Resolution can be pursued for any behavior that falls within the policy on Sexual Misconduct at any time during the process.

In Administrative Resolution, the Title IX Coordinator has the authority to address all collateral misconduct, meaning that they hear all allegations of sexual misconduct and retaliation, but also may address any additional alleged policy violations that have occurred in concert with the sexual misconduct or retaliation, even though those collateral allegations may not specifically fall within the policy on Sexual Misconduct. Accordingly, investigations should be conducted with as wide a scope as necessary.

Any evidence that the Title IX Coordinator believes is relevant and credible may be considered, including history and pattern evidence. The Title IX Coordinator may exclude irrelevant or immaterial evidence and may choose to disregard evidence lacking in credibility or that is improperly prejudicial.

Unless the Title IX Coordinator determines it is appropriate, the investigation and the finding will not consider: (1) incidents not directly related to the possible violation, unless they show a pattern, (2) the sexual history of the reporting party (though there may be a limited exception made in regards to the sexual history between the parties), (3) or the character of the reporting party. While previous conduct violations by the responding party are not generally admissible as information about the present allegation, the investigators will supply the Title IX Coordinator with information about previous good faith allegations and/or findings to consider as evidence of pattern and/or predatory conduct.

Neither the Title IX Coordinator nor investigators will meet with character witnesses, but investigators may accept up to two (2) letters supporting the character of each of the parties.

The Title IX Coordinator will base the determination(s) on the preponderance of the evidence, whether it is more likely than not that the responding party violated policy as alleged.

The responding party may choose to admit responsibility for all or part of the alleged policy violations at any point during the investigation or Administrative Resolution process. If the responding party admits responsibility, the Title IX Coordinator will render a determination that the individual is in violation of College policy.

If the responding party admits the violation, or is found in violation, the Title IX Coordinator, in consultation with others as appropriate, will determine an appropriate sanction or responsive action, will implement it, and act promptly and effectively to stop the harassment or discrimination, prevent its recurrence and remedy the effects of the discriminatory conduct.

The Title IX Coordinator will inform the parties of the final determination within three (3) days of the resolution, without significant time delay between notifications. Notification will be made in writing and may be delivered by one or more of the following methods: in person; mailed to the local or permanent address of the parties as indicated in official College records; or emailed to the parties' College-issued email account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered. The notification of outcome will specify the finding on each alleged policy violation, any sanctions that may result which the College is permitted to share according to state or federal law, and the rationale supporting the essential findings to the extent the College is permitted to share under state or federal law. The notice will also include information on when the results are considered by the College to be final, any changes that occur prior to finalization, and any appeals options.

### c. **Sanctions**

Factors considered when determining a sanction/responsive action may include:

- The nature, severity of, and circumstances surrounding the violation
- An individual's disciplinary history
- Previous allegations or allegations involving similar conduct
- Any other information deemed relevant
- The need for sanctions/responsive actions to bring an end to the sexual misconduct and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of sexual misconduct and/or retaliation
- The need to remedy the effects of the sexual misconduct and/or retaliation on the reporting party and the community

#### i. Student Sanctions

The following are the usual sanctions that may be imposed upon students or organizations singly or in combination:



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

ii. Employee Sanctions

Responsive actions for an employee who has engaged in harassment, discrimination and/or retaliation may include:

- Probation
- Non-Renewal
- Termination

d. **Withdrawal or Resignation While Charges Pending**

Students: The College does not permit a responding student to withdraw if that student has an allegation pending for violation of the policy on Sexual Misconduct. Should a student decide to leave and/or not participate in the SMGP, the process will nonetheless proceed in the student's absence to a reasonable resolution and that student will not be permitted to return to College unless all sanctions have been satisfied. The student will not have access to an academic transcript until the allegations have been resolved.

Employees: Should a responding employee resign with unresolved allegations pending, the records of the Title IX Coordinator will reflect that status and the employee HR record shall

indicate that the employee is ineligible for rehire. Should an employee decide to leave and/or not participate in the SMGP, the process may, nonetheless proceed in the employee's absence to a reasonable resolution.

### e. Appeals

All requests for appeal consideration must be submitted in writing to the Title IX Coordinator only within two (2) business days of the delivery of the written finding of the Title IX Team. Any party may appeal the findings and/or sanctions only under the grounds described, below:

- A procedural error or omission occurred that significantly impacted the outcome of the investigation (e.g. substantiated bias, material deviation from established procedures, etc.).
- To consider new evidence, unknown or unavailable during the original investigation, that could substantially impact the original finding or sanction. A summary of this new evidence and its potential impact must be included.
- The sanctions imposed fall outside the range of sanctions the College has designated for this offense and the cumulative record of the responding party.

The Title IX Coordinator will review the appeal request(s). The original finding and sanction/responsive actions will stand if the appeal is not timely or is not based on the grounds listed above, and such a decision is final. The party requesting appeal must show that the grounds for an appeal request have been met, and the other party or parties may show the grounds have not been met, or that additional grounds are met. The original finding and sanction are presumed to have been decided reasonably and appropriately. When any party requests an appeal, the Title IX Coordinator will share the appeal request with the other party(ies), who may file a response within two (2) business days and/or bring their own appeal on separate grounds. If new grounds are raised, the original appealing party will be permitted to submit a written response to these new grounds within two (2) business days. These response or appeal requests will be shared with each party.

Where the Title IX Coordinator finds that at least one of the grounds is met by at least one party, additional principles governing the hearing of appeals will include the following:

- Decisions by the Title IX Coordinator are to be deferential to the original decision, making changes to the finding only where there is clear error and to the sanction/responsive action only if there is a compelling justification to do so.
- Appeals are not intended to be full re-hearings (de novo) of the allegation. In most cases, appeals are confined to a review of the written documentation or record of the investigation, and pertinent documentation regarding the grounds for appeal. An appeal is not an opportunity for the Title IX Coordinator to substitute his or her judgment for that of the original investigator(s) merely because they disagree with its finding and/or sanctions.
- Appeals granted based on new evidence should normally be remanded to the investigator(s) for reconsideration. Other appeals may be remanded at the discretion of the Title IX Coordinator.

- Sanctions imposed as the result of Administrative Resolution are implemented immediately unless the Title IX Coordinator or designee stays their implementation in extraordinary circumstances, pending the outcome of the appeal.
- For students: Graduation, athletic activities, study abroad, college-sponsored trips, internships/externships, etc. do NOT in and of themselves constitute exigent circumstances, and students may not be able to participate in those activities during their appeal.
- The Title IX Coordinator will incorporate the results of any remanded grounds, and render a written decision on the appeal to all parties within two (2) business days of the resolution of the appeal or remand.
- Once an appeal is decided, the outcome is final: further appeals are not permitted, even if a decision or sanction is changed on remand EXCEPT, as may be provided otherwise in the Negotiated Agreement for Professional Employees as defined therein.
- In rare cases where a procedural [or substantive] error cannot be cured by the original investigator(s) and/or Title IX Coordinator (as in cases of bias), the Title IX Coordinator may direct a new investigation and/or Administrative Resolution process, including a new investigative team. The results of a remand cannot be appealed. The results of a new Administrative Resolution process can be appealed using the process outlined above.
- In cases where the appeal results in reinstatement to the College or resumption of privileges, reasonable attempts will be made to restore the responding party to their prior status, recognizing that some opportunities lost may be irreparable in the short term.

### **f. Long-Term Remedies/Actions**

Following the conclusion of the Equity Resolution Process and in addition to any sanctions implemented, the Title IX Coordinator may utilize long-term remedies or actions to stop the harassment or discrimination, remedy its effects and prevent their reoccurrence. These remedies/actions may include, but are not limited to:

- Referral to counseling and health services
- Referral to Human Resources
- Education to the community
- Permanently altering the housing situation of any associated party
- Permanently altering work arrangements for employees
- Providing campus escorts
- Climate surveys
- Policy modification
- Providing transportation accommodations
- Implementing long-term contact limitations between the parties
- Offering adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Team, long-term remedies may also be provided even when the responding party is found not responsible.

The institution will maintain as confidential any long-term remedies/actions or protective measures, provided confidentiality does not impair the institution's ability to provide the actions or protective measures.

**g. Failure to Complete Sanctions/Comply with Interim and Long-term Remedies/Responsive Actions**

All responding parties are expected to comply with conduct sanctions, responsive actions and corrective actions within the timeframe specified by the Title IX Coordinator. Failure to abide by these conduct sanctions, responsive actions and corrective actions by the date specified, whether by refusal, neglect or any other reason, may result in additional sanctions/responsive/ corrective actions and/or suspension, expulsion and/or termination from the College and may be noted on a student's official transcript. A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator.

**h. Records**

In implementing this policy, records of all allegations, investigations, resolutions, and hearings will be kept by the Title IX Coordinator according to statute in the Title IX Coordinator database.

**i. Statement of the Rights of the Parties**

*Statement of the Reporting Party's rights:*

- The right to investigation and appropriate resolution of all credible allegations of sexual misconduct or discrimination made in good faith to College officials;
- The right to be informed in advance of any public release of information regarding the incident;
- The right not to have any personally identifiable information released to the public, without their consent;
- The right to be treated with respect by College officials;
- The right to have College policies and procedures followed without material deviation;
- The right not to be pressured to mediate or otherwise informally resolve any reported misconduct involving violence, including sexual violence;
- The right not to be discouraged by College officials from reporting sexual misconduct or discrimination to both on-campus and off-campus authorities;
- The right to be informed by College officials of options to notify proper law enforcement authorities, including on-campus and local police, and the option to be assisted by campus authorities in notifying such authorities, if the reporting party so chooses. This also includes the right not to be pressured to report, as well;
- The right to have reports of sexual misconduct responded to promptly and with sensitivity by campus law enforcement and other campus officials;

- The right to be notified of available counseling, mental health, victim advocacy, health, legal assistance, student financial aid, visa and immigration assistance, or other student services, both on campus and in the community;
- The right to a campus no contact order (or a trespass order against a non-affiliated third party) when someone has engaged in or threatens to engage in stalking, threatening, harassing or other improper behavior that presents a danger to the welfare of the reporting party or others;
- The right to notification of and options for, and available assistance in, changing academic and living situations after an alleged sexual misconduct incident, if so requested by the reporting party and if such changes are reasonably available (no formal report, or investigation, campus or criminal, need occur before this option is available). Accommodations may include:
  - Change of an on-campus student's housing to a different on-campus location;
  - Assistance from College support staff in completing the relocation;
  - Transportation accommodations;
  - Arranging to dissolve a housing contract and pro-rating a refund;
  - Exam (paper, assignment) rescheduling;
  - Taking an incomplete in a class;
  - Transferring class sections;
  - Temporary withdrawal;
  - Alternative course completion options.
- The right to have the College maintain such accommodations for as long as is necessary, and for protective measures to remain confidential, provided confidentiality does not impair the institution's ability to provide the accommodations or protective measures;
- The right to be fully informed of campus policies and procedures as well as the nature and extent of all alleged violations contained within the report;
- The right to ask the investigators to identify and question relevant witnesses, including expert witnesses;
- The right to be informed of the names of all witnesses whose information will be used to render a finding, in advance of that finding, except in cases where a witness's identity will not be revealed to the responding party for compelling safety reasons (this does not include the name of the reporting party, which will always be revealed);
- The right not to have irrelevant prior sexual history admitted as evidence;
- The right to regular updates on the status of the investigation and/or resolution;
- The right to have reports addressed by investigators and the Title IX Coordinator who have received [at least eight hours of] annual sexual misconduct training;
- The right to preservation of privacy, to the extent possible and permitted by law;
- The right to meetings and/or interviews that are closed to the public;

- The right to petition that any College representative in the process be recused on the basis of demonstrated bias or conflict-of-interest;
- The right to bring a victim advocate or advisor of the reporting party's choosing to all phases of the investigation and resolution proceeding;
- [The right to have the College compel the participation of student, faculty and staff witnesses, and the opportunity (if desired) to provide the investigators with a list of potential questions to ask of witnesses, and the right to challenge documentary evidence];
- The right to submit an impact statement in writing to the Title IX Coordinator following determination of responsibility, but prior to sanctioning;
- The right to be promptly informed of the outcome and sanction of the resolution process in writing, without undue delay between the notifications to the parties;
- The right to be informed in writing of when a decision by the College is considered final, any changes to the sanction to occur before the decision is finalized, to be informed of the right to appeal the finding and sanction of the resolution process, and the procedures for doing so in accordance with the standards for appeal established by the College.

### Statement of the Responding Party's rights:

- The right to investigation and appropriate resolution of all credible reports of sexual misconduct made in good faith to College administrators;
- The right to be informed in advance, when possible, of any public release of information regarding the report;
- The right to be treated with respect by College officials;
- The right to have College policies and procedures followed without material deviation;
- The right to be informed of and have access to campus resources for medical, health, counseling, and advisory services;
- The right to timely written notice of all alleged violations, including the nature of the violation, the applicable policies and procedures and possible sanctions;
- The right to review all documentary evidence available regarding the report, subject to the privacy limitations imposed by state and federal law, prior to the finding by the Title IX Coordinator;
- The right to be informed of the names of all witnesses whose information will be used to render a finding, prior to final determination, except in cases where a witness's identity will not be revealed to the responding party for compelling safety reasons (this does not include the name of the reporting party, which will always be revealed);
- The right not to have irrelevant prior sexual history admitted as evidence in a campus resolution process;
- The right to have reports addressed by investigators and the Title IX Coordinator who have received annual training;

- The right to petition to the Title IX Team that any College representative be recused from the resolution process on the basis of demonstrated bias and/or conflict-of-interest;
- The right to meetings and interviews that are closed to the public;
- The right to have an advisor of their choice to accompany and assist throughout the campus resolution process;
- The right to a fundamentally fair resolution, as defined in these procedures;
- The right to provide an impact statement in writing to the Title IX Coordinator following any determination of responsibility, but prior to sanctioning;
- The right to a decision based solely on evidence presented during the resolution process. Such evidence shall be credible, relevant, based in fact, and without prejudice;
  - The right to be promptly informed of the outcome and sanction of the resolution process in writing, without undue delay between the notifications to the parties;
  - The right to be informed in writing of when a decision of the College is considered final, any changes to the sanction to occur before the decision is finalized, to be informed of the right to appeal the finding and sanction of the resolution process, and the procedures for doing so in accordance with the standards for appeal established by the College.

### **8. Revision**

These policies and procedures will be reviewed and updated annually by the Title IX Team. The College reserves the right to make changes to this document as necessary and once those changes are posted online, they are in effect. The Title IX Coordinator may make minor modifications to procedure that do not materially jeopardize the fairness owed to any party, such as to accommodate summer schedules, etc. The Title IX Coordinator may also vary procedures materially with notice (on the institutional web site, with appropriate date of effect identified) upon determining that changes to law or regulation require policy or procedural alterations not reflected in this policy and procedure. Procedures in effect at the time of the resolution will apply to resolution of incidents, regardless of when the incident occurred. Policy in effect at the time of the offense will apply even if the policy is changed subsequently but prior to resolution, unless the parties consent to be bound by the current policy. If government regulations change in a way that impacts this document, this document will be construed to comply with government regulations in their most recent form.

This document does not create legally enforceable protections beyond the protection of the background state and federal laws which frame such codes generally.

### **Mandatory Reporter**

(adopted 11/13/16, 8/14/18)

This document is intended to outline NCCC's policy regarding mandated reporting by employees of concerning behaviors, sex discrimination, harassment and crimes. This policy explains briefly the meaning and purpose of mandatory reporters, outlines the legal context, and articulates a straightforward set of guidelines for all employees to follow.

### Preface

#### Mandatory Reporters: What and Why?

There are three federal laws that establish responsibilities for employees of universities to report certain types of crimes and incidents, especially sexual misconduct – the Clery Act, Title VII and Title IX. Additionally, state law may create a reporting duty regarding the abuse of minors. Each of these areas of federal law has a different purpose, but generally the laws are intended to protect members of the campus community, visitors and guests from criminal and discriminatory behavior. The responsibilities established by these laws give rise to the term “mandatory reporter.” Reporting of concerning and disruptive behaviors is not legally mandated, but is a policy mandate to report to the Dean of Student Services for student concerns or Director of Human Resources for employee concerns in early identification and detection of at-risk situations.

#### The Legal Context

The Clery Act creates a duty for institutions to report crimes against persons and property in 18 categories and 8 types of hate crimes. Federal law requires NCCC to disclose these crimes in its Annual Security Report each October and failure to do so can result in substantial fines being imposed on the institution by the Department of Education. Guided by the language of the Clery Act and subsequent amendments, NCCC is required to define which employees must report crime information they receive so that NCCC can include it in the Annual Security Report. These employees are known as Campus Security Authorities.

##### a. The Clery Act

The language of the Clery Act would allow NCCC to exclude some faculty from reporting some of the time and to exempt many professional staff from the obligation to report. Such an approach, however, risks creating confusion for faculty and staff, takes a minimalist approach to the ethical obligation to inform our community about serious crimes, and makes the institution more vulnerable to enforcement action.

##### b. Title VII

Title VII focuses on sexual harassment in the workplace, and covers other forms of discrimination as well. Failure to take appropriate action can lead to legal liability for NCCC. Under Title VII, the law creates a duty to report for employees who supervise other employees, including students being paid by NCCC. As with the Clery Act, this statute would allow some faculty and staff to be exempted from reporting while supervising employees would be mandated to report. Once again, however, this selective approach may create confusion and risk; and it fails to ask all of us to share the responsibility to create a work place free of sexual harassment and other forms of discrimination.

##### c. Title IX

Title IX focuses on the adverse consequences faced by victims of gender discrimination and sexual harassment and creates an obligation for NCCC to investigate and to provide a “prompt and effective remedy.” Title IX obligates NCCC to provide a safe environment that does not interfere with the victim’s right to pursue an education or employment opportunities, benefits or privileges. NCCC incurs obligations under Title IX when a victim has given notice to a “responsible employee,” or when NCCC, in the exercise of reasonable care, should have known, about the assault or harassment.



As with the other laws, the definition of “responsible employee” under Title IX would allow NCCC to treat only some faculty and staff as mandated reporters but with the same possibility of confusion and risk of institutional exposure. Additionally, guidance from the Department of Education indicates that anyone a student could reasonably perceive as a responsible employee should be mandated to report, as should any employee who has a duty to report other forms of misconduct, such as academic dishonesty. Finally, the Department of Education has given prescriptive guidance on the duties of confidential employees, such as counselors, and those who can be exempted from mandatory reporting by NCCC, such as victim advocates. That guidance is reflected in the policy below.

### **Neosho County Community College (NCCC) Mandatory Reporting Policy**

#### Who Reports?

NCCC defines all employees and trustees as mandatory reporters, unless exempted below. This includes student-workers who learn of reportable information while they are in the course of their duties for NCCC. NCCC considers RAs to be mandatory reporters who are always on-duty.

#### What Is to Be Reported?

- If a mandatory reporter learns about sex/gender discrimination, that employee is expected to promptly within 48 hours or less as soon as deemed necessary based on the severity of the incident contact the Title IX Coordinator Sarah Robb at 620-230-8062 (cell), 620-432-0302 (office), or [sarah\\_rob主@neosho.edu](mailto:sarah_rob主@neosho.edu), or one of the deputy Title IX coordinators; Kerrie Coomes at 620-212-1153 (cell), 620-432-0304 (office), or [kcoomes@neosho.edu](mailto:kcoomes@neosho.edu), Karin Jacobson at 620-212-5135 (cell) 620-432-0333 (office), or [kjacobson@neosho.edu](mailto:kjacobson@neosho.edu), or , 620-432-0321 (office), or    who will then notify the Title IX Coordinator. The Title IX Coordinator will take responsibility for prompt notification to other appropriate NCCC officials. Sex/gender discrimination includes sexual harassment, sexual violence, intimate partner or relationship violence, and gender- based bullying, stalking, and hazing.
- Other serious crimes covered by the Clery Act (defined in number 6 below) must be reported immediately to the NCCC Clery Coordinator, (cell), 620-432-0381 (office) or   . When a crime is also a form of sex/gender discrimination covered in the bullet above in any situation where the victim so requests, or there is a threat to the safety of the community or any member of it, even if they may also be criminal in nature, it should be reported immediately to the Title IX Coordinator.
- Reporting of concerning and disruptive behaviors should be reported to the Dean of Student Services for student concerns or Director of Human Resources for employee concerns in early identification and detection of at-risk situations.
- **Reporting of child sexual and/or physical abuse should be made to the County Attorney/Police Department** as well as the Title IX Coordinator.

When reporting misconduct covered under Title IX (e.g., sexual harassment, sex or gender discrimination, sexual assault, dating violence, domestic violence, stalking, sexual orientation discrimination, gender identity discrimination, etc.), NCCC employees must provide full details of the incident if known, including all names and personally identifying information. If a victim wishes for no action to be taken, the Title IX Coordinator must evaluate that request. NCCC is always guided by the goal of empowering the victim and allowing the victim to retain as much

control over the process as possible. Typically, NCCC is compelled to act despite a victim's wishes when an incident evidences use of weapons, violence, threat, pattern or predation. Otherwise, a request for confidentiality or no action may be honored, with remedies offered to the victim as appropriate.

Employees should not promise confidentiality unless their professional role is confidential, and they have received the report in that confidential capacity. If approached, it is appropriate to counsel, "I may be obligated to share what you tell me with administrative officials. If you would like, I can connect you with campus resources who can maintain the confidentiality or privacy of what you share with them." Where an incident involves off-campus conduct involving a member or members of the campus community, the reporting expectations of this policy still apply. If an employee is unsure of whether to report, consult with the Title IX Coordinator or deputies as appropriate. These officials will guide an employee on what is to be reported, when and how.

Formal reporting still affords privacy to the reporter, and only a small group of officials who need to know will be told, including but not limited to the Title IX Team. Information will be shared as necessary with investigators, witnesses and the responding party. The circle of people with this knowledge will be kept as tight as possible to preserve a reporting party's rights and privacy. Additionally, anonymous reports can be made by victims and/or third parties using the online reporting form posted on the College's website or other means when available. Note that these anonymous reports may prompt a need for the institution to investigate.

Failure of a non-confidential employee, as described in this section, to report an incident or incidents of sex/gender harassment or discrimination of which they become aware is a violation of College policy and can be subject to disciplinary action for failure to comply.

Generally, climate surveys, classroom writing assignments or discussions, human subjects research, or events such as Take Back the Night events do not provide notice that must be reported to the Coordinator by employees, unless the reporting party clearly indicates that they wish a report to be made. Remedial actions may result from such disclosures without formal College action.

### Confidential Employees

Counselors, health service providers and clergy are considered exempt from mandatory reporting, unless a victim asks them to report or a duty to report exists under state law based on an imminently harmful situation. NCCC has designated the Director of Academic Advising and Counseling as a Confidential Employee. Confidential employees are expected to report aggregate data as it is reported to the Title IX Coordinator, without any personally identifiable details unless the confidential employee determines on a case-by-case basis that reporting would not be in the best interest of their client/patient/parishioner.

### Designated Private Resources

NCCC wants victims to have a safe space for reporting. Thus, it has designated Hope Unlimited, Inc. as a possible private resource. Under NCCC policy these employees make reports in the form of non-personally identifiable ["Jane Doe" or "John Doe"] information initially. If it is determined through subsequent investigation that more information is needed, the Title IX Coordinator will seek it from employees designated as private resources. Where an employee designated as a

private resource shares an incident with the Title IX Coordinator, the employee is not also required to also report this misconduct as a criminal act to the Clery Coordinator. The Title IX Coordinator will do so, to avoid double counting of incidents, unless there is an emergency or the victim wishes to report directly to Clery Coordinator.

### Timely Warning

In some cases, the Clery Coordinator may be required to release a timely warning to the community about a threat to the community. In such cases, an initial investigation or determination of the nature of the threat may be conducted, after which a warning will be issued immediately. Victims will not be identified in any warning that is released.

## **Professional Attire**

(adopted 1/8/15)

Employees shall wear appropriate professional attire consistent with the nature of the employee's position at NCCC. Employees' clothes should be clean and well-kept. Some departments require employees wear a uniform that is provided to the employee.

The employee's attire shall not violate community standards of public decency. A determination as to what constitutes a violation of public decency standards for the work place shall be made by the employee's immediate supervisor in consultation with the employee. Employees determined to be in violation of this standard shall work with their supervisor to address the situation in a timely, practicable manner.

Failure to follow this policy may result in a range of actions taken against the employee, which could include verbal warning through recommended termination.

## **Nepotism**

(revised 12/10/15, 6/12/24)

Close relatives shall have no direct supervisory responsibility for each other.

Board Members should recuse themselves from any personnel action, that involves close relatives. Personnel matters could include but are not limited to grievance, discipline, hire, termination, or non-renewal.

Close relatives shall be defined as including the mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, brother-in-law, sister-in-law, or any relative living in the immediate household of the employee.

## **Children in the Workplace**

(Revised 11/4/2019)

NCCC recognizes the value of the family, and we desire to maintain a family-friendly campus. Employees must use discretion, however, when bringing minor family members onto the campus, particularly during normal business hours. Like other community members, minors are welcomed on campus, yet they must never interfere with student learning or with the operations of the college.

In general, visiting children should not be situated in educational or operational spaces for extended periods. They should not be left unattended or left in the care of a coworker. They should not be permitted to distract others with loud behavior. They should not be on campus when they are ill. They should not demand the attention of the employee while the employee is also engaged in workplace duties. If an emergency exists, employees should take leave from work as provided by board policy. Unique situations may be brought to the attention of a supervisor for clarification. Supervisors will exercise discretion over this policy to ensure that the campus remains both family-friendly and productive.

### **Conflict of Interest**

(adopted 3/12/15)

NCCC Employees should avoid situations that create or appear to create conflicts between their personal interests and the interests of the College. All decisions made by Employees in the course of their professional responsibilities to the College are to be made solely on the basis of their desire to promote the best interests of the College. If an individual's personal interests might lead an independent observer reasonably to question whether the individual's actions or decisions on behalf of the College are influenced by those personal interests, the individual should recuse himself or herself from the decision making process and notify the responsible College officials.

#### 1. Definition of Conflict of Interest

A conflict of interest, or apparent conflict of interest, exists when an Employee or person acting for or on behalf of Neosho County Community College:

- Seeks personal gain through his or her employment at NCCC
- Engages in outside employment or consulting activity for himself/herself or for another, or serves other organizations which impairs:
  - His/her ability to fulfill his/her obligations to NCCC as an Employee; or
  - The Employee's judgment in the performance of NCCC duties and responsibilities.

(Employee's ability to engage in outside employment and or business interest is also governed by the College's Outside Employment Policy. Some issues of personal gain are defined and governed by the College's Gift Policy).

#### 2. Disclosure – Conflicts with Duties

All persons considering outside employment or other activity which may create a conflict of interest have a duty to disclose any actual or potential conflict to their supervisor by submitting a written statement describing the nature of the potential conflict. Supervisors who become aware of such actual or potential conflict with NCCC by persons within their supervision have a duty to request such individuals provide such a written statement.

#### 3. Annual Disclosure

Persons identified in writing by the president shall annually submit a completed "Annual Conflict of Interest Disclosure Statement" to the president or designee.

## Outside Employment

(revised 6/14/12)

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 self-employment (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.

## Office Hours

(revised 11/13/06, 6/12/24)

Instructors are required to post and hold ten office hours per week or equivalent with approval by Chief Academic Officer.

Clerical and maintenance employees are expected to work their set schedule however, exceptions may be made with the approval of the immediate supervisor. Schedules will be determined by the job assignment and the immediate supervisor.

Administrators are expected to complete the duties and obligations of their position and may be required to exceed the set schedule per week.

## **Affirmative Action/Equal Employment Opportunity Policy (AA/EEO)**

(revised 12/13/16)

It is the policy of NCCC to seek and employ the best qualified personnel for all positions, to provide equal opportunities for the advancement of all personnel, including upgrading, promotion and training, and to administer their activities in a manner which will not discriminate against any person because of race, color, national origin, gender, age, religion, disabilities, marital status, or status as a veteran.

The college will:

1. Insure that applicants are recruited, employed, and treated during employment without regard to race, color, national origin, gender, age, religion, disabilities, marital status, or status as a veteran.
  - a. Indicate in all advertising for employment that the college is "AA/EEO." No preference will be shown for men or women in the advertisements.
  - b. Maintain current information on college work force composition by minority groups and gender.
  - c. Work with those agencies representing women and people of color in recruitment efforts.
2. Assure adequate opportunity for employment of minority employees throughout the campus.
  - a. Develop programs of training for all personnel.
  - b. Promote personnel in accordance with ability and job performance.
  - c. Maintain equality in compensation, fringe benefits or working conditions within each job classification.
  - d. Utilize the AA/EEO policy regarding demotion, termination, and retrenchment.
  - e. Review job requirements to insure that they do not have the effect of inadvertent discrimination.
3. Inform all faculty and staff regarding the AA/EEO policy on a regular basis.
4. Provide a prompt, fair, and impartial consideration and disposition of complaints involving issues of discrimination without fear of reprisal or sanctions.
5. Revise and update the AA/EEO policy as necessary to conform to federal and Kansas regulations, to assure compliance and to give full consideration and opportunities to minority groups and women.
6. Work with the Kansas Civil Rights Commission and other agencies in implementing this policy.
7. Provide for the appointment by the President of an AA/EEO committee. The Chief Human Resources Officer shall serve as AA/EEO officer. The AA/EEO committee shall be responsible for implementation of the AA/EEO policy of the college.
8. Receive and file applications of those seeking employment. Send a letter to applicants notifying them of receipt of application and status of open position.

- a. Notify college personnel of vacancies and post position announcements.
- b. List vacancies through appropriate media and placement offices based upon the type of opening. Such listing shall not be required under the following circumstances:
  - 1) When the President determines that advertising a position will be detrimental to the college due to an immediate need, and a qualified person is available to fill the position, the President may appoint such person to the position.
  - 2) When the President determines that non-faculty position may be filled by promotion of a qualified employee of the college.The President may then appoint such person to the position subject to board approval without advertising the opening.
- c. Include the following in position announcements:
  - 1) Responsibilities
  - 2) Salary range
  - 3) The statement: "NCCC is an AA/EEO employer"
  - 4) Qualifications
  - 5) References required
  - 6) Transcripts required, if appropriate
- d. Fill a position when a qualified person, able to meet job responsibilities and willing to accept the salary offered, is located.

## **Identity Theft Prevention Policy and Procedure**

(approved 3/10/11)

In accordance with the Fair and Accurate Credit Transactions Act of 2003 (FACTA), the college President shall be responsible for developing and maintaining an Identity Theft Prevention Program to establish procedures and/or guidelines on detecting, preventing, and mitigating identity theft. It is the intent of the college to comply with all applicable provisions of this Act.

Employees shall abide by and follow all college policies, procedures, and programs regarding identity theft prevention and shall take all necessary and required measures to identify and report all information and/or activities as required by FACTA.

The following Identity Theft Prevention Program is enacted in accordance with board Policy.

### **I. PROGRAM ADOPTION**

Neosho County Community College ("College") developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's ("FTC") Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. This Program was developed with oversight and approval of the Neosho County Community College Board of Trustees. After consideration of the size and complexity of the College's operations and account systems, and the nature and scope of the College's activities, the Board of Trustees determined that this Program was appropriate for the College, and therefore approved this Program on March 10, 2011.

### **II. DEFINITIONS AND PROGRAM**

### A. Red Flags Rule Definitions Used in this Program

- *Identity Theft* – A fraud committed or attempted using the identifying information of another person without authority.
- *Red Flag* – A pattern, practice, or specific activity that indicates the possible existence of identity theft.
- *Covered Account* – Account used mostly for personal, family, or household purposes, and that involves multiple payments or transactions. A covered account is also an account for which there is a foreseeable risk of identity theft.
- *Program Administrator* – The individual designated with primary responsibility for oversight of the program. See Section VI below.
- *Identifying information* – Any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, student identification number, computer's Internet Protocol address, or routing code.

### B. Fulfilling Requirements of the Red Flags Rule

Under the Red Flags Rule, the College is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program.
2. Detect Red Flags that have been incorporated into the Program.
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate identity theft.
4. Ensure the Program is updated periodically to reflect changes in risks to students or to the safety and soundness of the student from identity theft.

## III. IDENTIFICATION OF RED FLAGS

In order to identify relevant Red Flags, the College considers the types of accounts that it offers and maintains, methods it provides to open its accounts, methods it provides to access its accounts, and its previous experiences with identity theft. The College identifies the following Red Flags in each of the listed categories:

### A. Suspicious Documents

#### Red Flags

1. Identification document or card that appears to be forged, altered or inauthentic.
2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document.
3. Other document with information that is not consistent with existing student information.



4. Application for service that appears to have been altered or forged.

B. Suspicious Personal Identifying Information

Red Flags

1. Identifying information presented that is inconsistent with other information the student provides (example: inconsistent birth dates).
2. Identify information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a loan application).
3. Identify information presented that is the same as information shown on other applications that were found to be fraudulent.
4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address).
5. Social security number presented that is the same as one given by another student.
6. An address or phone number presented that is the same as that of another person.
7. A person fails to provide complete personal identifying information on an application when reminded to do so.
8. A person's identifying information is not consistent with the information that is on file for the student.

C. Suspicious Covered Account Activity or Unusual Use of Account

Red Flags

1. Change of address for an account followed by a request to change the student's name.
2. Payments stop on an otherwise consistently up-to-date account.
3. Account used in a way that is not consistent with prior use.
4. Mail sent to the student is repeatedly returned as undeliverable.
5. Notice to the College that a student is not receiving mail sent by the College.
6. Notice to the College that an account has unauthorized activity.
7. Breach in the College's computer system security.
8. Unauthorized access to or use of student account information.

D. Alerts from Others

Red Flag

1. Notice to the College from a student, Identity Theft victim, law enforcement or other person that the College has opened or is maintaining a fraudulent account for a person engaged in identity theft.

IV. DETECTING RED FLAG

A. Student Enrollment

In order to detect any of the Red Flags identified above associated with the enrollment of a student, College personnel will take the following steps to obtain and verify the identity of the person opening the account:

Detect

1. Require certain identifying information such as name, date of birth, academic records, home address or other identification.
2. Verify the student's identity at time of issuance of student identification card (review of driver's license or other government-issued photo identification).

B. Existing Accounts

In order to detect any of the Red Flags identified above for an existing Covered Account, College personnel will take the following steps to monitor transactions on an account:

Detect

1. Verify the identification of students if they request information (in person, via telephone, via facsimile, via email).
2. Verify the validity of requests to change billing addresses by mail or email and provide the student a reasonable means of promptly reporting incorrect billing address changes.
3. Verify changes in banking information given for billing and payment purposes.

C. Consumer ("Credit") Report Requests

In order to detect any of the Red Flags identified above for an employment or volunteer position for which a background report is sought, College personnel will take the following steps to assist in identifying address discrepancies:

Detect

1. In the event that notice of a social security discrepancy is received, verify that the consumer report pertains to the applicant for whom the requested report was made.
2. Verify the validity of the applicant's social security number.

V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event College personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

Prevent and Mitigate

1. Continue to monitor accounts for evidence of Identity Theft.
2. Contact the applicant for which a consumer report was run.
3. Change any passwords or other security devices that permit access to applicant account.
4. Provide the student with a new student identification number.
5. Notify the Program Administrator for determination of the appropriate step(s) to take.
6. Notify law enforcement.
7. Determine that no response is warranted under the particular circumstances.

### Protect Student Identifying Information

In order to further prevent the likelihood of identity theft occurring with respect to Covered Accounts, the College will take the following steps with respect to its internal operating procedures to protect student identifying information:

1. Ensure that its website is secure or provide clear notice that the website is not secure.
2. Ensure complete and secure destruction of paper documents and computer files containing student account information when a decision has been made to no longer maintain such information.
3. Ensure that office computers with access to Covered Account information are password protected.
4. Avoid use of social security numbers.
5. Ensure computer virus protection is up to date.
6. Require and keep only the kinds of student information that are necessary for College purposes.

## VI. PROGRAM ADMINISTRATION

### A. Oversight

Responsibility for developing, implementing and updating this Program lies with an Identity Theft Committee (“Committee”) for the College. The Committee is headed by a Program Administrator who may be the President of the college or his or her appointee. Two or more other individuals appointed by the President of the College or the Program Administrator comprise the remainder of the committee membership. The Program Administrator will be responsible for ensuring appropriate training of College staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

### B. Staff Training and Reports

College staff responsible for implementing the Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags and the responsive steps to be taken when a Red Flag is detected. College staff shall be trained, as necessary, to effectively implement the Program. College employees are expected to notify the Program Administrator once they become aware of an incident of identity theft or of the College’s failure to comply with this Program. At least annually or as otherwise requested by the Program Administrator, College staff responsible for development, implementation, and administration of the Program shall report to the Program Administrator on compliance with this Program. The report should address such issues as effectiveness of the policies and procedures in addressing the risk of identity theft in connection with the opening and maintenance of Covered Accounts, service provider arrangements, significant incidents involving identity theft and management’s response, and recommendations for changes to the Program.

### C. Service Provider Arrangements

In the event the College engages a service provider to perform an activity in connection with one or more Covered Accounts, the College will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft.

1. Require, by contract, that service providers have such policies and procedures in place.
2. Require, by contract, that service providers review the College's Program and report any Red Flags to the Program Administrator or the College employee with primary oversight of the service provider relationship.

### D. Non-disclosure of Specific Practices

For the effectiveness of this Identity Theft Prevention Program, knowledge about specific Red Flag identification, detection, mitigation and prevention practices may need to be limited to the Committee who developed this Program and to those employees who need to know them. Any documents that may have been produced or are produced in order to develop or implement this program that list or describe such specific practices and the information those documents contain are considered "confidential" and should not be shared with other College employees or the public. The Program Administrator shall inform the Committee and those employees who need to know the information of those documents or specific practices which should be maintained in a confidential manner.

### E. Program Updates

The Committee will periodically review and update this Program to reflect changes in risks to students and the soundness of the College from identity theft. In doing so, the Committee will consider the College's experiences with identity theft situations, changes in identity theft methods, changes in identity theft detection and prevention methods, and changes in the College's business arrangements with other entities. After considering these factors, the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Committee will update the Program.

## **Drug Free Workplace**

(revised 11/14/17)

The unlawful possession, use, or distribution of illicit drugs and alcohol by students or employees on the property of NCCC or as part of any of the activities of the college is strictly prohibited. College vehicles are covered under this policy. Alcohol may not be transported in any College vehicle without the express written prior approval of the President. Students who violate this policy will be reported to the appropriate law enforcement officials and are subject to the following: probation, suspension, or expulsion depending upon the severity of the offense.

Students subject to these penalties will be afforded due process. In addition to the above sanctions, a student may be required to meet with a campus counselor. A student may be required to complete a drug or alcohol abuse education or treatment program as a condition of continued enrollment. The cost of completing such a program will be the responsibility of the student.

As a condition of employment, employees will notify the institution of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Employees of the college who violate this policy will be reported to the appropriate law enforcement officials and are subject to the following:

1. Short-term suspension with pay;
2. Short-term suspension without pay;
3. Long-term suspension without pay;
4. Required participation in a drug and alcohol education, treatment, counseling, rehabilitation program; or,
5. Termination or dismissal from employment.

Prior to applying sanctions under this policy, employees will be afforded all due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the college to take any other disciplinary action which is provided for in college policies or the negotiated agreement. If an employee should enter a drug education or rehabilitation program, the cost of such program will be the responsibility of the employee.

In order to ensure that students and employees of the college are aware of the standard of conduct established by this policy, the sanctions for violation of that standard, the health risks associated with drug and alcohol use and abuse, the legal sanctions for unlawful possession and distribution of illicit drugs and alcohol, and the drug or alcohol counseling, treatment, rehabilitation or re-entry programs that are available in the area for employees and students, the following documents will be distributed to all employees, including part-time and adjunct faculty, and all students.

1. A copy of this policy;
2. A document which describes the applicable legal sanctions under local, state and federal law for the unlawful possession or distribution of illicit drugs and alcohol;
3. A document which describes the health risks associated with the use of illicit drugs and the abuse of alcohol; and,
4. A document which lists the drug or alcohol counseling, treatment, rehabilitation or re-entry programs that are available to employees or students.

This program will be reviewed biennially by an appropriately appointed committee. The purpose of the review will be to determine the effectiveness of the program, to recommend the implementation of changes in the program, and to ensure that the sanctions are consistently enforced. The review committee will make its findings and recommendations in a written report which will be presented to the Board of Trustees for its consideration.

### **Job Assignments**

(revised 6/12/24)

NCCC shall have the right to make and change job assignments, to establish and modify job levels, and to establish amended work rules and workloads. All full-time employees of the college will work their regular set schedule, except as otherwise provided in these policies and in the negotiated agreement between the Board of Trustees and the NCCC Professional Educators' Association. Full-time salaried employees are expected to complete the duties and obligations of their position and may be required to exceed set schedule per week.

### **Employee Checkouts**

(revised 6/12/24)

It is the responsibility of the employee leaving NCCC to turn in all college property, (keys, library books, audio-visual aids) clear up any outstanding debts, and complete all exit forms with Human Resources before the final paycheck can be released.

## Employment Termination

(revised 09/08)

When an employee resigns, is terminated, or is suspended, the following steps shall be taken:

1. Collection of all keys, signature stamps, and other indicators of authority.
2. Changing of all relevant locks or codes, passwords, and access codes.
3. Settling of all accounts (e.g., expense accounts, outstanding loans, hardware, software).
4. Completion of exit interview.

## Non-Discrimination

(Previously Americans with Disabilities Act: revised 9/08, 12/08) (renamed & revised 01/08/15), (revised 12/13/16) (revised 12-15-23)

Neosho County Community College affords equal opportunity to and does not discriminate against students, employees, and applicants regardless of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, ethnicity, national origin, ancestry, age, disability, marital status, genetic information, status as a veteran, political affiliation, or other factors that cannot be lawfully considered in its programs and activities, including admissions and employment, to the extent and as required by all applicable laws and regulations including but not limited to Title VII 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, The Americans With Disabilities Act Amendments Act of 2008, The Age Discrimination In Employment Act of 1967, Title II of the Genetic Information Act of 2008, Kansas Acts Against Discrimination, Section 188 of the Workforce Investment Act, and any amendments to such laws and regulations.

The following offices have been designated to handle inquiries regarding the Non-Discrimination and to coordinate implementation of this policy. They may be contacted to initiate an investigation under the policy or to answer questions regarding this policy.

|  |   |
|--|---|
| Title VII, Age Discrimination Act, Title II, Kansas Acts Against Discrimination                                      | <b>Chief Human Resources Officer</b><br>Neosho County Community College<br>800 W. 14th Street<br>Chanute, KS 66720<br>HR@neosho.edu               |
| Section 504, The Americans with Disabilities Act of 1990, The Americans with Disabilities Act Amendments Act of 2008 | <b>Chief Student Affairs Officer</b><br>Neosho County Community College<br>800 W. 14th Street<br>Chanute, KS 66720<br>Student.Services@neosho.edu |
| Title IX   | <b>Title IX Coordinator</b><br>Neosho County Community College<br>800 W. 14th Street<br>Chanute, KS 66720<br>TitleIX@neosho.edu                   |

You may also go to the College's website where you will find the name and/or title and telephone number of the person or persons responsible for addressing your request.

Using the College's complaint or grievance process does not prohibit an employee or student from contacting or filing a complaint with these agencies:

**U.S. Department of Education**

Office of Civil Rights  
1010 Walnut Street  
3<sup>rd</sup> Floor, Suite 320  
Kansas City, MO 64106  
Telephone: (816) 268-0550

**Kansas Human Rights Commission (KHRC)**

Main Office, Topeka  
900 S.W. Jackson, Suite 851-S  
Topeka, KS 66612-1258  
Telephone: (785) 296-3206  
Toll Free: (888) 793-6874

**Equal Employment Opportunity Commission (EEOC)**

Kansas City Area Office  
400 State Avenue, Suite 905  
Kansas City, KS 66101  
Telephone: (913) 551-5655

**Discrimination Complaints – Procedure for Resolution**

(revised 9/08, 12/13/16, 8/14/18, 6/12/24)

A student, employee, or community member should notify the College if he or she believes that the College, its employees, or agents have violated his or her rights regarding any one of the following:

1. Title II of the Americans with Disabilities Act
2. Title IX of the Education Amendments of 1972
3. Section 504 of the Rehabilitation Act of 1973
4. Title VI of the Civil Rights Act, 42 U.S.C. §2000d et seq.
5. Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.
6. Sexual harassment (K.S.A. 44-1001 et seq.) (Title VI of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972)
7. The Americans with Disabilities Act of 1990; The Americans with Disabilities Act Amendments Act of 2008
8. The Age Discrimination in Employment Act of 1967
9. Kansas Acts Against Discrimination (K.S.A. 44-1001 et seq.), Section 188 of the Workforce Investment Act
10. Hazing as defined in the NCCC Hazing Policy
11. Misuse of genetic information Titles I and II of the Genetic Information Nondiscrimination Act (GINA), 42 U.S.C. §2000ff et seq.
12. Any form of discrimination identified in the NCCC Non-Discrimination Policy and any amendments to such laws, regulations, and policies.

Complaints about violation of the NCCC Non-Discrimination Policy and/or any of the above referenced laws, regulations, or Board policies should be directed to the following:

|  |   |
|--|---|
| Title VII, Age Discrimination Act, Title II, Kansas Acts Against Discrimination; Genetic Information | <b>Chief Human Resources Officer</b><br>Neosho County Community College<br>800 W. 14th Street<br>Chanute, KS 66720<br>HR@neosho.edu |
|--|---|

|  |   |
|--|---|
| Section 504, The Americans with Disabilities Act of 1990, The Americans with Disabilities Act Amendments Act of 2008; Hazing | <b>Chief Student Affairs Officer</b><br>Neosho County Community College<br>800 W. 14th Street<br>Chanute, KS 66720<br>Student.Services@neosho.edu |
| Title VI, Title IX   | <b>Title IX Coordinator</b><br>Neosho County Community College<br>800 W. 14th Street<br>Chanute, KS 66720<br>TitleIX@neosho.edu                   |

A complaint directed to the incorrect office will still be accepted, processed, and directed appropriately.

You may also go to the College’s website where you will find the name and/or title and telephone number of the persons responsible for addressing your request.

Complaints about Sexual Misconduct will be resolved pursuant to the NCCC Sexual Misconduct Grievance Policy, which may be found at the College’s website. Such complaints may always be made to the Title IX Coordinator.

Complaints about all other matters referenced above will be resolved through the following complaint procedure.

1. A complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.
2. An investigation shall follow the filing of the complaint. The investigation shall be conducted by the Discrimination Complaint Investigator appointed by the Officer receiving the complaint. The investigation shall be informal but thorough. All interested persons, including the complainant and the person against whom the complaint is lodged, will be afforded an opportunity to submit evidence, written or oral, relevant to the complaint to the investigator.
3. Written determination for resolution of the complaint shall be issued by the Discrimination Complaint Investigator, and a copy forwarded to the complainant no later than fifteen (15) working days after the filing of the complaint. Records relating to complaints filed and their resolution shall be maintained in a confidential manner by the Title IX Compliance Officer.
4. The complainant may appeal the resolution of the complaint to the Title IX Compliance Officer or designee, which appeal shall be resolved in the same manner as a Sexual Misconduct appeal. Once an appeal is decided, the outcome is final; further appeals are not permitted even if a decision or sanction is changed on remand, EXCEPT as may be provided otherwise in the Negotiated Agreement for Professional Employees as defined



therein.

Use of the complaint procedure is not a prerequisite to the pursuit of any other remedy.

### **Reporting of Unresolved Complaints to Board of Trustees**

The President shall report any unresolved complaint about policies, curriculum, facilities and services, and/or personnel to the board.

### **Bloodborne Pathogens**

The board has adopted an exposure control plan which conforms with current Occupational Safety and Health Administration (OSHA) standards and regulations of the Kansas Department of Human Resources (KDHR). The plan shall be accessible to all employees and student nurse trainees and shall be reviewed and updated at least annually. All staff shall receive the training and equipment necessary to implement the plan. Copies of the plan are available at the Chanute and Ottawa campuses for review by any employee or nursing student at any time. On the Chanute campus copies can be found at the offices of the Director of Nursing, athletic trainer, Athletic Director, and division chairs. On the Ottawa campus copies can be found at the offices of the Director of Nursing and the Dean of Ottawa Campus. Copies are also available in the personnel handbook.

### **Required Notification of Pending Criminal Charges or Serious Driving Infractions**

(added 02/2024)

An employee must notify the Director of Human Resources if the employee is charged with a felony and/or a sex offense or has entered into a guilty plea or an Alford Plea, has been placed on probation for or entered into a diversion program, or has been convicted of a felony and/or a sex offense. This notification must be made by the employee to the Director of Human Resources within five (5) calendar days of the occurrence of any event described above.

Additionally, the employee must also inform Human Resources if the employee receives a ticket that has the potential to disallow driving a motor vehicle for the college under the limitations of its vehicle insurance contract. This notification must be made by the employee to the Director of Human Resources within five (5) calendar days of the occurrence of any event described above or before the employee drives for the college, whichever comes first.

## **Section V: Academic and Student Personnel Policies**

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### **Service Area**

(revised 6/12/24)

In addition to the college district of Neosho County, the service area of NCCC includes part of Anderson County and all of Franklin County. The specific school districts assigned to the college are: USD #289, USD #290, USD #287, USD #288, USD #365, USD #413, USD #505, and USD #101.

### **Program and/or Course Additions Qualitative Process Review**

(revised 1/15/04)

Programs and/or courses are developed when a need is identified in one or more of the following ways: 1) requests from individuals, businesses, industries, academic divisions, or staff members; 2) surveys which indicate interest in participation or potential employment in the proposed programs; and 3) requests from transfer institutions to satisfy the college articulation commitment and/or continuing education commitment. NCCC will utilize a process whereby programs and/or credit courses are subjected to a qualitative process review prior to application for program and/or course approval.

Annually, the President shall provide a verification that the institution complies with the qualitative process review.

### **Program Review**

(revised 1/15/04)

The college has instituted a program review to assess program effectiveness throughout the campus. The review process is part of an institutional assessment project that began with student outcomes as mandated by the North Central Association. The review mechanism places maximum reliance on objective measures of program effectiveness with an opportunity to introduce subjective information at appropriate points in the process. The review may lead to program expansion, modification, or termination. All programs are reviewed in a pre-set cycle.

### **Admissions**

(revised 1/15/04, 3/14/13, 6/12/24)

See admissions in College Catalog.

### **Classification of Students and Student Load**

(revised 11/13/03)

To be classified as a freshman, one must be a graduate of an accredited high school, must be classified as at least a junior in an accredited high school, must be in the gifted program as defined in the Kansas Statutes, or must have successfully completed the GED. Students who do not meet the above requirements are admitted as special students. A student is classified as a sophomore upon attainment of 26 semester hours of credit and a minimum of 52 grade points.

Enrollment in a minimum of 12 hours of college credit is required for classification as a full-time student. A credit hour is defined by the Kansas Board of Regents and the North Central Association's Higher Learning Commission policy.

Fourteen to 18 credit hours per semester are considered a normal load. A minimum of 12 credit hours is required to be classified as a full-time student. By special permission of the Chief Academic Officer and the recommendation of designated student service staff, students may carry from 10 to

21 credit hours providing they were previously enrolled for at least one semester and have a 3.0 grade point average. Students may not carry more than 21 credit hours in a regular semester or 12 credit hours in the summer.

## **Students with Disabilities**

(revised 1/15/04)

NCCC is committed to provide assistance to qualified individuals who have a disability. It is the student's responsibility to request accommodations. NCCC is only obligated to provide reasonable accommodations after a student has self-identified. All academic work at NCCC completed prior to the student self-identifying will not be modified. NCCC is not financially responsible for assessing learning disabilities.

## **International Students**

(revised 1/15/04)

International students are an important part of NCCC's student body. Students from other countries enrolled at NCCC are in the service area primarily for the purpose of doing college work. International students must be in compliance with all state and federal laws and regulations.

## **Transfer Credit and Credit for Prior Learning (CPL)**

(revised 1/15/04)

Transfer credits toward the completion of degree requirements are given for acceptable courses in which passing grades (A, B, C, P) were received. Courses for which a grade of D or F was earned will be accepted but will not be counted toward the completion of degree requirements.

Credit for prior learning (CPL) is credit granted by NCCC for learning that occurred outside of a regionally accredited higher learning institution. To encourage and assist students to complete degrees, NCCC may award college credit for prior learning.

## **Residence Classification**

Kansas Administrative Regulations adopted by the State Board of Education define residence classification. In general, an adult must have been or a minor's parents must have been Kansas residents for six months prior to enrollment for any term or session. For further information, contact the Chief Student Affairs Officer's office.

## **Tuition**

(revised 1/15/04)

Tuition charges, as well as fees, are set annually by the NCCC Board of Trustees. Some classes have special fees and deposits. These special fees and deposits are listed with the designated classes in the course schedule.

## **Auditing a Course**

(revised 1/15/04)

Students may choose to audit classes on a space available basis. While auditing a class, students are expected to maintain regular attendance and participate in class activities. The per credit hour tuition rate for audit courses differs from the regular tuition rate. This rate is set by the NCCC Board of Trustees and is published in the course schedule. Students cannot receive a grade or credit for an audited class.

## **Administrative Withdrawal**

The college reserves the right to withdraw a student from classes at any time during the semester. Generally, these withdrawals are initiated as a result of non-attendance of class, disciplinary problems, non-payment of tuition, fees, charges, and/or lack of student records to include transcripts from all previous post-secondary institutions.

## **Military Reserves Called to Active Duty**

(approved 1/13/05)

Neosho County Community College realizes that students who are members of the military reserves may be called to active duty. This policy is provided in order to minimize disruptions or inconveniences for students fulfilling their military responsibilities.

Any student called to active military duty may withdraw from all courses and receive a 100 percent refund of tuition and fees. Housing and board charges will be prorated. Alternatively, with the permission of the instructor(s), a student may receive an incomplete for the courses not completed, with an extended period of time to complete the course beyond the usual 9 weeks allowed. Either alternative may occur anytime during the semester through the end of final examinations. If the student chooses to withdraw from his/her courses during the designated drop/add period of the semester, no entry will be made on a student's transcript. If the student withdraws any time after the designated add/drop period, the grade of "W" will be assigned. Students receiving financial aid will be subject to the refund policies of the agencies sponsoring the aid. A student's request to withdraw must be made within one week of being called to active duty and may be made by either the student or other party who can provide proof of legal authorization to act upon the student's behalf.

## **Installment Payment and Deferment Plan**

(revised 1/15/04)

All tuition, class fees, and book costs are due at a pre-determined, publicized date and may be paid by cash or an accepted credit card.

Students who have applied and are eligible for sufficient financial assistance to cover tuition and book charges may defer payment until the first financial aid payment is distributed at which time the charges will be deducted.

Students not receiving financial aid and not in arrears for past debts to the college may use the college installment payment plan. Students who wish to use this option are required to sign an agreement in the business office. If all obligations are not met before the end of the semester the following penalties will be assessed.

1. Transcripts will not be provided
2. Semester grades will not be released
3. Re-enrollment will not be allowed
4. Delinquent accounts may be assigned to a collection agency

## **Return of Title IV Funds**

(revised 4/13/00)

The registration office has been designated as the office for withdrawal notification.

For federal aid recipients attending NCCC, a portion of Title IV grant or loan funds, but not federal work-study funds, may be returned to the Title IV programs (includes Federal Pell Grant, Federal SEOG, Federal Stafford and Federal PLUS loans) upon a Title IV recipient's (the student's) withdrawal from school. This means that if a federal aid recipient attending NCCC withdraws from all of his/her classes prior to the end of the semester, the financial aid office must use a federal formula to determine what percentage of the student's aid must be returned to the federal government.

The calculation of the Return of Title IV Funds is based on the student's withdrawal date. The percentage of the period of enrollment (fall or spring or summer semester) for which assistance was awarded (the entire semester) will be determined. To calculate the amount of Title IV assistance earned by a student, NCCC must first determine the percentage of Title IV assistance the student earned. Up through the 60 percent point in time, the percentage of assistance earned is equal to the percentage of the period of enrollment for which it was awarded that was completed as of the day the student withdrew.

If a student has received more grant or loan assistance than the amount earned (percentage of semester student was enrolled), the unearned funds shall be returned to the federal programs. Differences between amounts earned and amounts received the student will be returned to the Title IV programs. If a student withdraws after completing at least 60 percent of the semester, then the student earned 100 percent of the Title IV aid for that semester. Once NCCC completes the calculations, a student will receive written notification of the dollar amounts returned to the federal program and if it is necessary for a student to make any additional payments to the federal government or to NCCC.

Aid will be repaid to the appropriate fund according to the following distribution priority, which is statutorily prescribed:

1. Unsubsidized Federal Stafford Loan
2. Subsidized Federal Stafford Loan
3. Federal PLUS Loan
4. Federal Pell Grant program
5. Federal SEOG program
6. Other Title IV aid programs

Examples of the Return of Title IV Funds calculation will be available to students upon request by contacting the financial aid office.

### **Institutional Refund Policy**

(revised 4/13/00, 1/15/04, 11/08/12)

The registration office has been designated as the official office for withdrawal notification. Refunds are calculated based on the day a student officially drops a class by contacting the registration office in person, by mail, e-mail, or phone. If NCCC exercises its right to cancel a class, a full refund will be issued.

If a student has completed registration in a class and wishes to withdraw from a class or classes in which he/she is enrolled, the student will receive the following refund:

100% refund if the completed drop form is received by the registration office within 1% to 13% of the business days in the class period. No refund will be given after the refund period. A specific date for

the end of the 100% refund period for each semester will be published in the academic calendar for that semester.

The Chief Student Affairs Officer or his/her designee may authorize exceptions to this policy.

## **Return of Tuition Assistance (TA) Funds Policy**

(Added 9/12/2019)

To complete the Memorandum of Understanding with the Department of Defense the College is required to approve a policy that it will return unearned tuition assistance funds that are not earned. This is very similar to the R2T4 policy that financial aid uses. The military uses the 60% completion rule just as federal aid does, meaning that if a student remains active in a course at least 60% of the semester, they earn all monies received. If they total withdraw from all courses before 60% of the semester ends, then the College will have to return the unearned portion of tuition assistance funds back to the military service branch.

### **Return of Unearned Tuition Assistance (TA) Funds Policy**

Return of Tuition Assistance: Military Tuition Assistance (TA) is awarded to a student under the assumption that the student will attend school for the entire period for which the assistance is awarded. When a student withdraws, the student may no longer be eligible for the full amount of TA funds originally awarded.

To comply with the new Department of Defense policy, **Neosho County Community College** will return any unearned TA funds on a prorated basis through at least the 60% portion of the period for which the funds were provided. TA funds are earned proportionally during an enrollment period, with unearned funds returned based upon when a student stops attending. These funds are returned to the military Service branch.

Instances when a Service member stops attending due to a military service obligation,

the educational institution will work with the affected Service member to identify solutions that will not result in student debt for the returned portion.

## **Credit by Exam**

(revised 1/15/04)

Most nationally normed credit by examinations, such as the College Level Examination Program (CLEP), are accepted on a limited basis by NCCC. However, there are charges for accepting both CLEP and Service-Members Opportunity College (SOC) according to the number of hours accepted.

Up to 20 hours of this type of credit will be accepted for credit at NCCC.

## **Housing**

(revised 1/15/04, 3/11/10, 12/13/12)

Unmarried students less than 21 years of age who are enrolled full-time and not living with a parent or legal guardian are required to live in the college housing when space is available. Unmarried students under 21 years of age with dependents who live with them are not required to live in campus housing.

Students with special circumstances who wish exemption from the housing requirement may apply in writing to the Chief Student Affairs Officer. See College Catalog for procedure including priority of

assignment. **Students who have been convicted of a felony in Kansas or equivalent offense in another jurisdiction shall not be eligible to live in student housing.**

A housing policy booklet is provided to each housing resident to assist in assuring that college housing is managed as effectively as possible in serving the needs of the residents.

## **Student Health**

(revised 1/15/04)

The college reserves the right to require a medical examination of any student at any time. When a medical examination is required for admission or continuation in a program or activity, a satisfactory medical examination report from a licensed physician must be filed with the Chief Student Affairs Officer. The Chief Student Affairs Officer will review the medical record report and may deny permission for a student to participate in a program, course or activity. Student athletes must provide evidence of current primary medical insurance in order to participate in a varsity sport.

## **Federal Financial Aid**

(revised 1/15/04)

NCCC participates with federal and state financial aid providers and will put in place all procedures required by these agencies.

## **Satisfactory Progress and Financial Aid**

The United States Department of Education requires that NCCC have a standard for satisfactory academic progress. Students receiving federal financial aid must conform to the definition of minimum satisfactory academic progress outlined in the college catalog. The guidelines are to encourage students to successfully complete courses for certification or a degree. Successful completion of a course is defined as receiving one of the following grades: A, B, C, D, or P. A “D” grade may not be considered satisfactory should a student’s grade point average drop below the required level.

The previous college work of transfer students to NCCC will be considered in meeting satisfactory academic requirements.

Mitigating circumstances, which can be documented, such as personal or family illness, will be considered when the student is not making satisfactory progress.

## **Code of Student Conduct and Discipline**

(approved 7/12/01) (revised 8/14/03)

A Code of Student Conduct and Discipline has been adopted to provide for all students a campus environment that is conducive to academic endeavor and social and individual growth. Open communication between students, faculty and administration is an important objective of the Code. Students may obtain a copy of the Code of Student Conduct and Discipline from the housing manager or the Student Services Office.

All formal student grievances and appeals, except grade appeals, sexual harassment complaints, and financial aid appeals shall follow the procedures set forth in the Code of Student Conduct and Discipline. A sexual harassment complaint shall follow the procedures set forth in the handbook under Prohibition of Sexual Harassment.

## Scholarships

(revised 8/9/01, 1/15/04)

Neosho County Community College offers a variety of institutional and Foundation scholarships for full-time and part-time students. Scholarships are awarded on the basis of academic ability, participating in activities, athletic skill and various other criteria. Students may apply for scholarships in addition to other financial aid. The NCCC Foundation Endowed Scholarships are based on criteria established by the donor, such as area of residence or course of study.

Students who move to Neosho County for the purpose of attending Neosho County Community College are not eligible for in-district scholarships. For specific information regarding scholarship criteria consult the NCCC Scholarship Handbook.

## Revocation of Scholarships and/or Grants-In-Aid

(added 12/05)

Scholarships and/or grants-in-aid shall remain in force for the semester or academic year in which each was issued provided the student remains in good standing with the college. Upon the loss of good standing, scholarships and/or grants-in-aid shall be revoked. Specific conditions of scholarships through the college are contained in the scholarship letter signed by the student.

A student may be deemed to have lost good standing upon conviction of a felony; conviction of or repeated illegal use of narcotics, including marijuana or controlled substances as defined by Kansas statutes; and failure to comply with the rules and regulations of the college, or the athletic team or activity of which the student is a member, or failure to cooperate with officials and instructors at the college. Also, scholarships may be revoked for the following reasons:

1. A scholarship over-award as defined by either the U. S. Department of Education or the KJCCC;
2. Voluntary withdrawal from classes;
3. A drop in the academic standing below the specified grade point average indicated in the award letter; or,
4. Degree completion.

A written notice, sent by certified mail, of the revocation of an academic or activity scholarship and/or grant-in-aid shall be given to the student indicating the loss of good standing or for the reasons indicated above. If the student disagrees with the revocation decision, he/she may file a grievance as outlined in the student grievance procedure.

## Athletics

(revised 1/15/04)

NCCC will comply with all Kansas Jayhawk Community College Conference (KJCCC) and National Junior College Athletic Association (NJCAA) regulations and maintain a regular schedule in basketball, baseball, softball, track, cross country, volleyball, wrestling, and soccer.

## Degree Revocation Policy

(added 12/05)

It is the policy of Neosho County Community College that a degree may be revoked when it is demonstrated by clear and convincing evidence that:

1. A degree has been erroneously conferred when all requirements had not been satisfied at the time the degree was granted.



2. A degree had been erroneously conferred as a result of an act of academic dishonesty.

The President of the college is charged with developing procedures to implement this Degree Revocation Policy and will develop such procedures including the appropriate levels of procedural due process extended to the degree recipient.

## **Employee and Student Conduct**

The basic policies of NCCC are contained herein. These policies offer guidelines for the operation of the community college and incorporate policies which affect employees and students. Those policies which directly affect students are printed in the college catalog and the student handbook. Copies of both documents are made available to students.

When policies outlined in this policy manual, the personnel handbook, the student handbook, and the college catalog do not specifically cover rules of conduct for employees and students, the following regulations shall apply:

1. The Board of Trustees encourages open and constructive communication on any matter that may lead to improved service by the community college to its students or to the college district community. The right of peaceful dissent is recognized so long as this dissent does not infringe upon the rights and obligation of others.
2. The Board of Trustees will, to the full extent of its legal powers, seek to insure that each student and each group served by the community college shall have the opportunity to carry out their educational pursuit without fear of harm or injury to person or property. To this end the Board of Trustees, to the best of its ability, will not permit persons with disruptive intent to: (a) endanger the safety of students, groups served by the community college, or school personnel; (b) damage school property, or: (c) interfere with the educational operation of the community college.
3. Persons attempting to cause disorder and disruption of the community college operation will be held accountable for their acts. The Board of Trustees will seek to invoke prompt and effective enforcement of all applicable laws and will seek prosecution of those who have violated such laws when it is necessary to do so to protect students, groups served by the community college, and school personnel from disorders and disruptions.
4. If disorder or disruption occurs, the President and other administrators of the community college should be notified immediately. These administrative officers shall be responsible for decisions and actions concerning disorders and disturbances occurring on the community college campus. If any disturbances shall reach proportions requiring outside assistance, the President or other administrative officers of the community college shall notify the appropriate law enforcement agency or agencies.
5. In handling any disorder or disruption, the rights of students, groups served by the community college, and school personnel shall be balanced against the welfare of the community college and its operation as an effective educational institution. Therefore, all disturbances must be handled with the best possible judgment and with dispatch.

## **Cooperative Technical Education with Secondary Schools**

NCCC will seek opportunities for cooperative agreements with area secondary schools for academic or technical programs. The Board of Trustees supports all such agreements that benefit high school

students in the NCCC service area and those students in other area high schools. The board adheres to a philosophy of delivery of high quality college programs to qualified secondary school students in college classrooms and laboratories.

## **Kansas Community College Name, Image, Likeness (NIL) Policy**

(added 02/2024)

### **1. GENERAL POLICY**

Student-athletes at Neosho County Community College may earn compensation from the use of their name, image, or likeness ("NIL") so long as such activities comply with this policy and do not exceed market value for the activity.

Neosho County Community College student-athletes may not earn NIL related compensation provided in exchange for, or conditioned upon, their athletic performance or attendance at Neosho County Community College.

International student-athletes should obtain guidance from the person from whom they seek VISA/immigration information to ensure there are no potential immigration issues should they engage in NIL activities for compensation.

Student-athletes that receive need-based financial aid, including Pell Grants or loans, should be aware their eligibility for such aid may be affected by compensation received from NIL activities. Student-athletes with questions regarding the impact of NIL activities on non-athletic financial aid may consult with the Neosho County Community College Office of Student Financial Aid.

Examples of how student-athletes may use their NIL (not an exhaustive list):

- Promote their own business
- Promote a corporate entity (e.g., brand ambassador, social media influencer)
- Establish their own camp or clinic
- Make an appearance at a location and receive compensation
- Sign autographs and receive compensation

### **2. CONFLICTS**

Student-athletes may not enter into a contract or other agreement with a third-party for NIL compensation if the NIL activity:

- Includes any Neosho County Community College logos or trademarks without having received prior written approval for use.
- Is conducted in any Neosho County Community College facilities unless the facilities have been rented in the same manner as made available to the general public.
- Involves a commercial product or service that conflicts with NJCAA and/or Neosho County Community College policies, including but not limited to:
  - Adult entertainment and/or pornography
  - Alcohol
  - Alternative or electronic nicotine product or delivery systems
  - Bars and nightclubs

- Cannabis-related enterprises including dispensaries, grow suppliers, seed companies, etc.
- Drug and/or alcohol paraphernalia
- Casinos or other Gambling Services
- Performance enhancing drugs
- Recreational drugs
- Sports Wagering
- Tobacco and/or tobacco alternatives
- Weapons
- Any other illegal or unlawful activity
- Violates or conflicts with the Neosho County Community College Student Code of Conduct Policy or the Student-Athlete Code of Conduct Policy.
- Will interfere with class attendance or academic services. Neosho County Community College policies for unexcused absences shall apply.
- Conflicts with team activities. Team activities include practices, competitions and other athletics department sponsored events including but not limited to fan days, conference media days and other media opportunities. Head coaches may include additional team activity restrictions into their team rules.
- Involves selling awards, apparel, or equipment provided to them by the Neosho County Community College
- Discredits Neosho County Community College or causes harm to its public reputation.

### **3. PROFESSIONAL SERVICE PROVIDERS/AGENTS**

Student-athletes may secure representation from a professional service provider, such as an agent or lawyer, for NIL activities. Professional service providers cannot be employees of Neosho County Community College, and must be registered with the Kansas Secretary of State as athlete agents as required by K.S.A. 44-1519 *et seq.*. Student-athletes are not permitted to secure representation for future professional athletic contract negotiations, as doing so may render them ineligible for NJCAA and future NCAA competition.

### **4. DISCLOSURE**

Student-athletes must disclose each agreement or NIL activity to Neosho County Community College using the NIL Disclosure form attached to this policy. In addition, student-athletes must disclose any agreement for representation (e.g. with an agent, lawyer, etc.) in assisting them in securing NIL opportunities. Submission of the required NIL Disclosure form must be completed and filed with Neosho County Community College within three (3) days after entering into such contract or agreement and prior to engaging in any NIL activity.

### **5. POLICY ADHERENCE**

Student-athletes that do not comply with this Policy may face NJCAA or future NCAA eligibility issues if their activity is determined to be an extra benefit, inducement or is otherwise in violation of NJCAA bylaws. In addition, student-athletes are subject to discipline at the discretion of the Athletics Director and/or the Neosho County Community College President including scholarship reductions and/or cancellation.

### **6. CHANGES TO POLICY**

This policy is subject to revision without prior notice at the sole discretion of Neosho County Community College.

## Section VI: Miscellaneous Policies

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(revised name 11/8/01)

### Animals on Campus Policy

(adopted 5/18/2020) (revised 4/10/24)

This Policy applies to all students, employees, visitors, and Board of Trustees excluding the residence halls. The residence halls have a separate animal policy, see the residence hall handbook for further information on that policy

Neosho County Community College has the responsibility to provide a safe and healthy learning environment.

A “service animal” is one that is individually trained to do work or perform tasks for the benefit of an individual with a disability, and the work or tasks performed by the animal are directly related to the individual’s disability. This definition encompasses all “service animals” as defined by the applicable regulations to the Americans with Disabilities Act and section 504, and encompasses all “assistance dogs” as defined by applicable Kansas statutes.

1. All domestic animals on College property, including open space, athletic fields, and playing fields must be leashed and under personal control of the owner at all times. Animals are not to be tied to or secured to trees, posts, shrubs and/or left unattended. Each owner is responsible for his/her animal, including clean-up and proper disposal of all animal waste.
2. To protect public health and safety, animals are not permitted in College buildings, subject to the following exceptions:
  - A. A service animal assisting an individual with a disability;
    - i. The service animal must be under the control of its handler. Where it is not readily apparent that an animal is a service animal, an ADA coordinator may ask if the animal is required because of a disability and what work or task the animal has been trained to perform,
    - ii. NCCC may exclude a service animal if the animal is not housebroken; would pose a direct threat to the health, safety or property of others that cannot be reduced or eliminated by a reasonable accommodation; is out of control and the individual does not take effective action to control it; would fundamentally alter the nature of a program or activity; or is not being cared for the by the individual,
    - iii. NCCC is not responsible for the care or supervision of service animals. Individuals handling a service animal are responsible for the control of their animals at all times and for ensuring the immediate clean-up and proper disposal of all animal waste. Individuals must comply with all applicable laws and regulations, including vaccinations, licensure, animal health and leash laws,
    - iv. Although NCCC will not charge individuals handling a service animal a service animal surcharge, it may impose charges for damages caused by a service animal in the same manner the College imposes charges for damages to property,
    - v. Service animals used by students must be approved by the ADA coordinator before bringing them into any college building.

- B. Animals used as part of an academic program. The animals, where they are to be located, and their care must be approved by the Vice President for Student Learning.
3. All animals on an NCCC campus must have current vaccinations evidenced by a tag on the animal or a vaccination certificate in the immediate possession of the owner. Animals owned by NCCC may be excluded.
4. Other animals may be approved by the Vice President of Operations for special events.
5. City animal control will be called to remove and impound disruptive, aggressive, unattended or at-large animals. All animals are subject to the applicable [Chanute](#) and [Ottawa](#) city codes regulating animals.

## **Access to Public Records**

(revised/adopted 6/14/99)

It shall be the policy of the Board of Trustees of NCCC that public records be open for inspection in accordance with the Kansas Open Records Act (KORA) K.S.A. 45-215 et seq. All requests for inspection of the public records of the college must be sent to the President in writing and include the requester's name and address, and the information to ascertain the records for which access is requested.

After proper request, public records of the college will be available on business days during regular office hours. The Clerk of the Board of Trustees shall act as official custodian of the college records. Each request for access to a public record shall be dated by the custodian of college records and shall be acted upon not later than the end of the third business day following the date that the request is received.

The college President may prescribe reasonable fees to be charged in advance for providing access to or furnishing copies of public records including, but not limited to, copying expense, staff time, computer services, and attorney fees when a legal opinion concerning application of KORA to the record requested is necessary. At the sole discretion of the President, fees for a particular request may be waived in whole or in part.

All provisions for and exceptions to access to public records in KORA, The Family Educational Rights and Privacy Act, and any other state and federal law shall apply to this policy. KORA does not provide for ongoing requests, therefore, each request must be specific to determine the public record requested.

## **Campus Safety and Security**

(added/revised 11/8/01) (revised 3/12/15, 6/13/17, 4/10/24)

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 Outreach and Workforce Development, Dean for Operations/CIO, Director of Ottawa, 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 policies.

### **Weapons Policy**

(Excerpt from existing NCCC Safety and Security Policies, added to Board policy 6-13-17)

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.

### **Handgun Exception to Weapons Policy**

(adopted 6-13-17)

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](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**

## **Care of School Property**

(revised 4/10/24)

Employees, Board of Trustees, students, and visitors will be held responsible for damages caused purposely or accidentally to the buildings, grounds, trees, furniture, or any other college property.

## **Communicable Diseases Including AIDS and ARC**

(revised 1/13/11, 3/12/15)

Whenever an employee or student has been diagnosed by a physician as having a communicable disease, such employee or student shall report the diagnosis and nature of the disease to the President or his/her designee so that a proper reporting may be made to the county or joint board of health as required by statute. Reference to employee and employment herein shall also apply to a student and participation in classes and college activities.

An employee diagnosed by a physician with a communicable disease dangerous to the public health may be required to withdraw from active employment for the duration of the illness in order to give maximum health protection to other college employees and to students.

In the event that a college employee has been diagnosed as having a communicable disease and the President has been notified by the employee, the President shall determine whether a release shall be obtained from the employee's physician indicating that the employee is free from all symptoms of a severe communicable disease.

Decisions regarding the type of employment setting for an employee with a communicable disease shall be based upon the physical condition of the employee and the expected type of interaction with other employees and students. These decisions are best made using the "health assessment team"

approach including but not limited to the employee's physician, public health personnel, President, Dean of Student Services, and the student's parents if applicable. No information regarding employees with communicable diseases shall be released by college personnel without the employee's consent except in order to comply with state and federal statutes.

Pursuant to K.S.A. 65-129e and implementing regulations and any amendment thereto, the Chief Student Affairs Officer shall be the college designee for NCCC. The college designee for purposes of this paragraph shall be responsible for submission of a TB prevention and control plan to Kansas Department of Health and Environment and shall be responsible for oversight and implementation of the NCCC TB prevention and control plan. The college designee shall report to the President of NCCC. The NCCC TB prevention and control plan as may be amended from time to time shall be maintained as a public record in the business office for each campus.

In each case involving an employee with AIDS, ARC, or a seropositive test for the HIV virus, the board shall reserve the right to make a final decision regarding the employment status of the employee after taking into account the recommendations of the health assessment team, the risks and benefits to both the employee and to others in the proposed work setting.

A. Guidelines for dealing with employees or students infected with AIDS in the college:

1. The college establishes the following guidelines for dealing with the problems presented by college employees who have or could transmit AIDS to other college employees or students. The guidelines will be reviewed periodically and revised as necessary to reflect new medical information regarding AIDS. Based upon the present knowledge that AIDS is primarily transmitted by blood or sexual contact, and that casual person-to-person contact as would occur among college employees appears to pose no risk, individuals known to be infected with HIV virus should not be restricted from the work setting unless otherwise medically indicated. Those individuals include the following: college personnel with positive antibodies to the HIV virus; college personnel who have illness due to the virus but do not meet the AIDS CASE definition; and college personnel with AIDS.

B. Case Review

The determination of the appropriate educational setting for HIV infected individuals should be done on a case-by-case basis by the health assessment team and should be weighed against the risk and benefits to both the infected individual and to others who will share the same setting. The board attorney may assist the health assessment team as an observer and advise the team on legal questions.

C. Dealing with college employees with AIDS

1. The health assessment team may need to develop additional procedures to periodically assess the employee's condition to assist in determining the employee's status to work. Establishment of a plan for periodic review of the employee's status will be established by the health assessment team at the initial meeting.
2. Before HIV infected individuals work, they will participate in a conference with appropriate college personnel at which time reasonable expectations regarding the individual's responsibilities in the work setting will be discussed. Appropriate recommendations are to be developed from these discussions and submitted to the appropriate official.

D. Confidentiality

In the case of a college employee, the office secretary, the designated school custodian(s), the county health nurse, the school attorney, and the President may be appropriate personnel who would be knowledgeable about the employee's case. In some situations, it may be necessary that other personnel also be advised. This will be determined by the President.

E. Policy Review

In view of the new medical information that is coming forward with regards to AIDS and as medical advancements are made in this area, these recommendations may be updated or changed as needed.

## Gifts

(adopted 3/12/15) (revised 4/10/24)

1. **Definitions.** A "gift" is any item, service, favor, gratuity, or other benefit offered to Employee or to a member of Employee's family, by someone seeking a decision by, or relationship with, the College. Gifts include, but are not limited to, goods and services, food, beverage, travel, lodging, admission to entertainment, discounts, and cash or cash equivalents such as gift cards, vouchers, or credits. "Family" means spouse or domestic partner, child, parent, or sibling, or anyone residing with Employee. Except as otherwise provided by law, for the purpose of this policy only, the Board of Trustees are considered within the definition of Employees.
2. **Prohibition on Gifts.** Employee may not solicit gifts, and no Employee may accept a gift unless it is specifically authorized by this policy, and even then only if the gift is not intended to obligate or influence an Employee in any manner concerning the College. Gifts or gratuities of other than nominal value or which might obligate or be intended to influence an Employee in any manner shall be politely and firmly refused. Gifts from relatives or friends when it is obvious to the person the gift is not being given because of the person's employment at NCCC are not subject to this policy.
3. **Promotional Items; Rewards.** Employee may accept promotional items of nominal value, such as mugs, pens, mouse pads, and similar items that vendors routinely distribute to customers. Gifts or items received from vendors as a "reward" for an NCCC purchase shall be delivered to the Chief Financial Officer for the College, and shall accrue to the benefit of the College.
4. **Media/Sample Items.** Employee may accept printed materials, media such as CDs, DVDs, videotapes or software, or samples for the purpose of evaluation or review, so long as the total value does not exceed \$55.
5. **Perishable Gifts.** Employee may accept perishable gifts such as flowers and food with a value of \$130 or less.
6. **Meals, Beverage, and Entertainment.** In the course of conducting College matters Employee may accept food and beverages offered as a gesture of common courtesy at meals or receptions, and entertainment when it would be impractical or uncivil to decline. The College expects Employee to exercise restraint and good judgment under this exception, and to decline or reimburse for frequent or extravagant food, beverage, or entertainment. Employee must get the

written approval of the president or designee, preferably in advance, when the value of the food, beverage, or entertainment is estimated to be \$130 or more. The president must get the written approval of the Chair of the Board of Trustees.

7. **Conferences or Speaking Engagements.** If an Employee is attending a conference or giving a speech or presentation as a representative of the College, acceptance of recognition in the form of a gift basket or other ceremonial gift, or recognition is acceptable when it would be impractical or uncivil to decline. Where the value of the gift is estimated to be \$55 or more, Employee shall either (i) decline or return the gift or (ii) accept the gift on behalf of the College and surrender it to the president's office so it may be properly accepted and acknowledged as a gift in kind to the College.
8. **Travel/Lodging.** Employees shall not solicit or accept a gift involving payment of travel or lodging expenses from a source that is not a state or federal government entity, agency, or taxing unit, except (1) when it is obvious to the person accepting the same that they are not being provided because of the person's employment at NCCC, or (2) when the person's presence at a meeting, seminar, or event serves a legitimate College purpose or interest and has been approved or authorized by the Employee's supervisor.
9. **Gifts from Students or Constituents.** When gifts are received by Employees in connection with their College duties in appreciation of a particular courtesy or service, including gifts from or on behalf of a student, alumnus, or constituent, except as approved by the president or designee, or for gifts of a value of less than \$35 which could not be refused without discourtesy, Employee shall either (i) decline or return the gift or (ii) accept the gift on behalf of the College and surrender it to the president's Office so it may be properly accepted and acknowledged as a gift in kind to the College.
10. **Social or Ceremonial Gifts.** On occasion Employee may be offered social or ceremonial gifts in connection with their College duties in situations where it is awkward or impolite to decline. Examples of such gifts include gifts from visiting foreigners with a recognized culture of gift-giving; gifts in connection with a significant event, such as a promotion or the birth of a child. Unless there is a departmental policy to the contrary, Employee may accept a social or ceremonial gift, so long as the value of the gift (or of all gifts from the same source in any 12-month period) is less than \$130. The College expects Employees to exercise restraint and good judgment under this exception, and to consult their supervisor if acceptance of the gift would create an appearance of impropriety. When the value of the gift is estimated to be \$130 or more, Employee shall either (i) decline or return the gift or (ii) accept the gift on behalf of the College and surrender it to the president's Office so that it may be properly accepted and acknowledged as a gift in kind to the College.
11. **Conflict of Interest.** NCCC's Conflict of Interest Policy is incorporated into this Gift Policy and when both are applicable and in conflict, the Conflict of Interest Policy shall control.

## **Solicitation and Advertising**

(revised 4/10/24)

Employees are not to permit personal solicitation on campus, electronic method, or within buildings by any parties for any purpose without permission from the office of the President. No employee is to permit advertising of any nature to be presented within buildings on the college campus unless

permission has been secured from the Dean of Student Services or the administrator for the Ottawa campus.

### **Tobacco Use (Smoke-free, not Tobacco Free)**

(renamed and revised 8/13/09, revised 1/8/15, 6/13/17, 4/10/24, 9/11/24)

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

“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 individual who chooses to use Tobacco and Smoke Products in their vehicle must be parked at least one row away from buildings and sidewalks.

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.

### **Use of College Facilities**

NCCC welcomes and encourages inquiries to use the college’s facilities by faculty, staff and local service area civic clubs, organizations and groups.

First priority will be given to institutional activities, activities of a student senate sanctioned group, and/or college sponsored-invited groups or committees. Second priority will be given to college associations such as the NCCC Foundation, Alumni Association, Booster Club and service area education organizations/activities. Third priority will be given to use related to special continuing education services and training provided by NCCC to non-college groups. Non-college activity requests shall be considered on a first-come, first-serve basis.

#### Use

Use of a facility is the physical presence of individuals or the reserved request for exclusive use of a facility. All applicable laws, regulations and NCCC policies and rules shall be followed. Use or possession of intoxicating beverages, illegal drugs and firearms on college property is prohibited, as is use of tobacco with college facilities. Safety, fire and health standards must be met at all times.

#### Non-College Activities

Activities by the following groups not using NCCC educational services or training:

Group 1. Public organizations are USD’s, City of Chanute, City of Erie, County of Neosho, etc.

## Section VI: Miscellaneous Policies

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- Group 2. Commercial users are businesses and individuals engaged in profit-making activities.
- Group 3. Noncommercial users are non-public organizations and groups, individuals, families and family groups, and are classified into two groups as follows:
  - a. Community groups such as Rotary, girl/boy scouts, Lions Club, Chamber of Commerce, church groups, summer sports groups, etc.
  - b. Non-community groups and individuals, such as family groups, groups of individuals, and individuals.

### Procedure

1. All individuals and groups must complete a Facility Reservation Request form and start the process of requesting facilities. The completed form must be received at the office of the President two weeks before requested use. Any request containing a use date more than six months from date of submission will receive a tentative booking with a damage deposit.
2. Upon receipt of a properly completed Facility Reservation Request form, the President's office will cause the following to occur:
  - a. Determine facility availability, and then contact the requesting party regarding reservation scheduling, details and costs.
  - b. Send copies of the form to appropriate college personnel who will act to comply with reservation.
  - c. Once scheduled and confirmed, the President's administrative assistant will schedule on the facility calendar.
3. The President's office will determine the availability of facilities using the following priorities:
  - Priority one – a college prior scheduled activity
  - Priority two – a college current activity
  - Priority three – non-college activities
4. The President shall designate an appropriate responsible person to determine whether the requested facility is compatible with use requested. Activities which are inappropriate or incompatible with NCCC will not be approved. Classification of activities by the person responsible is accomplished by the application of sound, reasonable, and ordinary judgment based on the circumstances at the time. The person responsible cannot be held to a higher standard.

When requested facilities are not available, the Facility Reservation Request form is returned to the requesting party(ies) so noted.

### Charges

The President shall set appropriate deposits, charges, rental fees, etc., subject only to the following guidelines:

1. Unless waived by the President, all reservations for non-college activities shall require payment of a deposit upon reservation confirmation. The deposit is non-refundable in the

event of cancellation. The deposit shall be returned after use is completed, less any assessments, if any, for damages to or cleanup costs for the college facility.

2. College activities by First and Second priority college groups shall not be charged additional fees or costs for approved use of facilities.
3. Group 1 organizations from Neosho County will not be charged additional fees or costs for approved use of facilities.
4. The President, in his discretion, may determine that a user falling under Group 3a from Neosho County, Kansas, need not be charged additional fees or costs for approved use of facilities.
5. All groups are subject to appropriate charges for technical assistance, use of college supplies and equipment, or costs associated with alterations of college facilities for a special purpose.
6. Any group requesting food service will require determination of appropriate charges with the food service contractor at NCCC.

## **Drone Policy**

(Adopted 8/11/22)

This applies to:

- Neosho County Community College (NCCC) employees and students operating Unmanned Aircraft Systems (UAS) under [FAA Part 107 regulations](#) in any location as part of their NCCC employment or as part of NCCC activities;
- The operation by any person of UAS on or above NCCC property;
- The purchase of UAS with funding through the NCCC, including NCCC accounts, grants, or NCCC Foundation accounts, and;
- The hiring for or contracting for any UAS services by an NCCC Department.

The operation of unmanned aircraft systems, which for the purposes of this policy, includes drones and model aircraft is regulated by the Federal Aviation Administration (FAA) and relevant state law. This document is intended to establish procedures required to ensure compliance with those legal obligations and to reduce risks to safety, security, and privacy. Recreational use of UAS on campus is discouraged on or above NCCC property, and applications for the same will normally be denied. The Neosho County Community College must comply with FAA requirements, state law, and any other locally applicable laws or regulations regarding unmanned aircraft systems. Also, inherent risks in the operation of such equipment require additional insurance provisions and policy considerations.

### Procedure

- 1) Anyone flying UAS on or above NCCC property are personally responsible for complying with FAA regulations Part 107, state and federal laws, and NCCC policies.
- 2) Any NCCC employee or student wishing to operate an unmanned aircraft system (UAS) as part of their NCCC employment or as part of a NCCC program must first:



- Provide a [Certificate of Aircraft Registration](#) for the UAS
  - Provide a [Part 61 Pilot Certificate](#) for the operator and any pertinent Remote Pilot Certificates
  - Operate under the 2016 revision of [FAA rules](#)
  - Obtain a [Part 107 Waiver](#) issued by the FAA if operating outside the Part 107 regulation
  - Contact the Vice President for Operations for coordination and approval (see #3 and #4 below).
- 3) Operations is the coordinating NCCC department responsible for the following:
- Registration of NCCC-owned UAS
  - Review of UAS use on NCCC property
- 4) Any NCCC employee, student, or unit purchasing a UAS (or the parts to assemble a UAS), or UAS services with NCCC funds or funds being disbursed through an NCCC account, or grant funds, must provide the Vice President for Operations with the Certificate of Aircraft Registration, and Operators Certificates for any NCCC operators.
- 5) Any third party wishing to use a UAS over NCCC property must first receive approval through Vice President for Operations office, which includes providing proof of FAA approval. In addition, operation of a UAS by a third party over NCCC property must be under a contract which holds the NCCC harmless from any resulting claims for personal injury or property damages by any individual or company including NCCC and provides insurance as required by NCCC.
- 6) It is the responsibility of the UAS operator(s) to know and follow all applicable rules and laws as may pertain to the use of UAS on NCCC property
- 7) Items 2, 4, and 5 above require advanced written application to and approval through the Vice President for Operations office using the form designated for that purpose, including agreement to pay damages and indemnify and hold NCCC harmless.
- 8) Use of UAS must comply with any other applicable NCCC policies. Use of UAS for video or electronic surveillance must comply with state and local laws. All uses of UAS must comply with the following Appropriate and Prohibited Uses.

*Appropriate and Prohibited Uses*

- UAS may be used in the furtherance of NCCC research, academic pursuits, and commercial endeavors that benefit the NCCC mission.
- UAS shall not be used to monitor or record areas where there is a reasonable expectation of privacy in accordance with accepted social norms. These areas include but are not limited to restrooms, locker rooms, individual residential rooms, changing or dressing rooms, health treatment rooms, and private residential properties. (See [K.S.A. 60-31a02](#))



- UAS shall not be used to monitor or record residential hallways, residential lounges, or inside of any campus facility.
- UAS shall not be used to monitor or record sensitive institutional or personal information which may be found, for example, on computer or other electronic displays in an individual workspace.

### Definitions

*Neosho County Community College Property* – all buildings, grounds, and land that is owned by the NCCC or controlled by the NCCC via leases or other formal contractual arrangements.

*Small Unmanned Aircraft Systems (UAS)* – For the purposes of this policy, UAS must weigh less than 55 lbs. including payload. UAS are also known as or may be characterized as Drones. According to the FAA, a UAS is the unmanned aircraft and all of the associated support equipment, control station, data links, telemetry, communications and navigation equipment, etc., necessary to operate the unmanned aircraft. UAS may have a variety of names including quadcopter, quadroter, etc. Model aircraft are not considered by the FAA as UAS and have different regulations.

### Sanctions

Any violations of NCCC policies by an individual will be dealt with in accordance with applicable NCCC policies and procedures, which may include disciplinary and academic actions up to and including termination or separation from NCCC.

Legal prohibitions regarding physical presence on campus/trespassing and other legal action may also be pursued against third parties that operate UAS in violation of this policy.

Contractors or vendors who violate NCCC policies may lose the privilege to operate on NCCC property.

Fines or damages incurred by individual or units that do not comply with this policy will not be paid by NCCC and will be the responsibility of those persons involved.

## **Use of College Vehicles**

No college vehicle may be used for other than college business or activities unless a special request has been approved in writing by the President or his/her designee.

## **Use of Snyder Memorial Chapel**

Usage of the chapel which tends to promote a particular church, sect or denomination to the exclusion of other will not be permitted. Contact the President's administrative assistant to obtain a copy of the facility use policies to schedule the chapel.

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