NEOSHO COUNTY COMMUNITY COLLEGE

Board of Trustees

Policy Handbook

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Board of Trustees

Mr. Bryan Schulz.....Member

Mr. Michael De La Torre.....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

Mrs. 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 14th Street, Chanute, KS 66720. (620) 431-2820, ext. 212.

Section I: Mission, Vision, and Purpose Statements

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

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)

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 three 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

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

The Chief Financial Officer shall prepare a budget of estimated income and expenses for a fiscal year. The President shall recommend to the Board of Trustees a mill levy sufficient to finance that part of the budget which is not financed by anticipated state aid, student tuition, out-district tuition, federal aid, and other sources of income. The President shall have the authority to approve reallocation within the budget or supplemental budget appropriations within the framework of the legal budget.

The President shall present the legal budget in the form prescribed by the Department of Administration, Division of Accounts and Reports of the State of Kansas, at the July board meeting. At this time, the budget is tentatively adopted for publication. The Board of Trustees shall set the time and place of a public hearing on the proposed legal budget to be published in the official newspaper of the college. Publishing of such notice shall be at least ten (10) days prior to the date set for the public hearing.

Subsequent to the public hearing at the August board meeting, the Board of Trustees shall adopt the legal budget. On or before the 25th day of August each year, a copy of the adopted budget along with proof of publication shall be filed with the Neosho County Clerk and the Kansas Board of Regents.

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)

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.

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

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. A tax-exempt form will always be in the automobile key package.

Transportation

(amended 5/17/99 effective 7/1/99) (amended 3/9/06 effective 7/1/06) (amended 3/12/15)

When traveling on behalf of the college, authorized employees 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 a college vehicle must have a 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

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 or 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 1st and June 1st, employees may apply for any uncommitted funds. Applications must be submitted no later than May 1st and no funds will be committed after June 1st.

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

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, 4/8/2021, 1/8/2025)

Each full-time employee may be given up to sixteen hours of emergency leave per fiscal year to be taken when the employee does not have access to any accumulated sick leave or vacation hours. Emergency hours for board-hired part-time employees will be prorated accordingly. These hours cannot be accumulated, nor can an employee be compensated for unused hours. Emergency leave for professional employees are subject to the provisions of the negotiated agreement between the college and the Professional Educators' Association.

Emergency leave hours are approved by the President upon recommendation of Human Resources.

*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)

The sick leave pool is for use by employees taking leave under the Family and Medical Leave Act (FMLA) as a "qualified employee." Sick leave pool hours may be used by a qualified employee with no accumulated sick leave or vacation time up to a maximum set by current FMLA regulations. The twelve-month period will commence on the day an employee first utilizes sick leave pool hours.

Procedures for administering the shared sick leave program are to be 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 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 5th 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 5th 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.

First Benefit Year	**Percentage**
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, 11/13/2024)

EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION
FOR ALL FACULTY, STUDENTS, EMPLOYEES, AND THIRD-PARTIES
ONE POLICY, TWO PROCEDURES MODEL (1P2P)

Neosho County Community College (NCCC) does not discriminate in its employment practices or in its educational programs or activities. NCCC also prohibits retaliation against any person opposing discrimination or participating in any discrimination investigation or complaint process internally or externally. Reports of misconduct, questions regarding Title IX, and concerns about noncompliance should be directed to the Title IX Coordinator.

Riann Mullis, Athletic Director
Title IX Coordinator
Neosho County Community College
800 W. 14th Street
Chanute, KS 66720
(620) 432-0321 – office
(913)-683-1075 - cell
titleIX@neosho.edu
NeoKan 217

POLICY: Equal Opportunity, Harassment, and Nondiscrimination

1. Glossary

- *Advisor* means a person chosen by a party or appointed by the institution to accompany the party to meetings related to the resolution process, to advise the party on that process, and to conduct questioning for the party at the hearing, if any.

- *Complainant* means an individual who is alleged to be the victim of conduct that could constitute harassment or discrimination based on a protected class, or retaliation for engaging in a protected activity. A complainant who is not a student or employee at NCCC, who did not file a formal complaint, and did not substantially participate in the investigation shall, in the sole discretion of the Title IX Coordinator, be an “Unaffiliated Complainant”.

- *Complaint (formal)* means a document submitted or signed by a Complainant or signed by the Title IX Coordinator alleging harassment or discrimination based on a protected class or retaliation for engaging in a protected activity against a Respondent and requesting that the NCCC investigate the allegation.

- *Confidential Resource* means an employee who is not a Mandated Reporter of notice of harassment, discrimination, and/or retaliation (irrespective of Clery Act Campus Security Authority status).

- *Day* means a business day when the Neosho County Community College is in normal operation.

- *Decision-maker* is the person, panel, and/or Chair who hears evidence, determines relevance, and makes the Final Determination of whether this Policy has been violated and/or assigns sanctions.

- *Directly Related Evidence* is evidence connected to the complaint, but which is neither inculpatory (tending to prove a violation) nor exculpatory (tending to disprove a violation) and cannot be relied upon by the investigation report or Decision-maker. Compare to Relevant Evidence, below.

- *Education program or activity* means locations, events, or circumstances where NCCC exercises substantial control over both the Respondent and the context in which the sexual harassment, discrimination, and/or retaliation occurs and also includes any building owned or controlled by a student organization that is officially recognized by the NCCC.

- *Final Determination:* A conclusion by preponderance of the evidence that the alleged conduct did or did not violate policy.

- *Finding:* A conclusion by preponderance of the evidence that the conduct did or did not occur as alleged (as in a "finding of fact").

- *Formal Grievance Process* means "Process A," a method of formal resolution designated by the NCCC to address conduct that falls within the policies included below, and which complies with the requirements of the Title IX regulations (34 CFR §106.45).

- *Grievance Process Pool* includes any investigators, hearing Decision-makers, appeal officers, and Advisors who may perform any or all of these roles (though not at the same time or with respect to the same case).

- *Investigator* means the person or persons charged by a NCCC with gathering facts about an alleged violation of this Policy, assessing relevance and credibility, synthesizing the evidence, and compiling this information into an investigation report of Relevant Evidence and a file of Directly Related evidence.

- *Mandated Reporter* means an employee of NCCC who is obligated by policy to share knowledge, notice, and/or reports of harassment, discrimination, and/or retaliation with the Title IX Coordinator.[1]

- *Notice* means that an employee, student, or third-party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.

- *Official with Authority* (OWA) means an employee of NCCC explicitly vested with the responsibility to implement corrective measures for harassment, discrimination, and/or retaliation on behalf of NCCC.

- *Parties* include the Complainant(s) and Respondent(s), collectively.

- *Process A* means the Formal Grievance Process detailed below and defined above.

- *Process B* means the administrative resolution procedures detailed in Appendix D that apply only when Process A does not, as determined by the Title IX Coordinator

- *NCCC* means a postsecondary education program that is a NCCC of federal funding.

- *Relevant Evidence* is evidence that tends to prove (inculpatory) or disprove (exculpatory) an issue in the complaint.

- *Remedies* are post-Finding actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore access to NCCC's educational program.

- *Respondent* means an individual who has been reported to be the perpetrator of conduct that could constitute harassment or discrimination based on a protected class, or retaliation for engaging in a protected activity.

- *Resolution* means the result of an informal or Formal Grievance Process.

- *Sanction* means a consequence imposed by NCCC on a Respondent who is found to have violated this policy.

- *Sexual Harassment* is the umbrella category including the offenses of sexual harassment, sexual assault, stalking, dating violence, and domestic violence. See Section 17.b. for greater detail.

- *Title IX Coordinator* is at least one official designated by NCCC to ensure compliance with Title IX and NCCC's Title IX program. References to the Coordinator throughout this policy may also encompass a designee of the Coordinator for specific tasks.

[1] Not to be confused with those mandated by state law to report child abuse, elder abuse, and/or abuse of individuals with disabilities to appropriate officials, though these responsibilities may overlap with those who have mandated reporting responsibility in this Policy.

- *Title IX Team* refers to the Title IX Coordinator, any deputy coordinators, and any member of the Grievance Process Pool.

2. Rationale for Policy

NCCC is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from discrimination and harassment based on a protected category, and retaliation for engaging in a protected activity.

To ensure compliance with federal, state, and local civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the educational program or activity, NCCC has developed internal policies and procedures that provide a prompt, fair, and impartial process for those involved in an allegation of discrimination or harassment on the basis of protected class status, and for allegations of retaliation.

NCCC values and upholds the equal dignity of all members of its community and strives to balance the rights of the parties in the grievance process during what is often a difficult time for all those involved.

3. Applicable Scope

The core purpose of this policy is the prohibition of all forms of discrimination. Sometimes, discrimination involves exclusion from or different treatment in activities, such as admission, athletics, or employment. At other times, discrimination takes the form of harassment or, in the case of sex-based discrimination, it can encompass sexual harassment, sexual assault, stalking, sexual exploitation, dating violence, or domestic violence. When an alleged violation of this nondiscrimination policy is reported, the allegations are subject to resolution using NCCC's "Process A" or "Process B," as determined by the Title IX Coordinator, and as detailed below.

When the Respondent is a member of the NCCC community, a formal complaint may be filed and a grievance process may be available regardless of the status of the Complainant, who may or may not be a member of the NCCC community. This community includes, but is not limited to, students,[2] student organizations, faculty, administrators, staff, and third parties such as guests, visitors, volunteers, vendors, and campers. The procedures below may be applied to incidents, to patterns, and/or to the campus climate, all of which may be addressed and investigated in accordance with this policy.

4. Title IX Coordinator

The Vice President for Student Learning serves as the Title IX Coordinator and oversees implementation of the NCCC's policy on equal opportunity, harassment, and nondiscrimination.

[2] For the purpose of this policy, NCCC defines "student" as any individual who has accepted an offer of admission, or who is registered or enrolled for credit or non-credit bearing coursework, and who maintains an ongoing relationship with NCCC.

The Title IX Coordinator has the primary responsibility for coordinating NCCC's efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remedy, and prevent discrimination, harassment, and retaliation prohibited under this policy.

All parties will be provided with a comprehensive electronic document detailing options and resources, which the Title IX Coordinator may also go over in person with the parties, as appropriate (excluding an Unaffiliated Complainant in the discretion of the Title IX Coordinator).

5. Independence and Conflict-of-Interest

The Title IX Coordinator manages the Title IX Team and acts with independence and authority free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this policy and these procedures. The members of the Title IX Team are vetted and trained to ensure they are not biased for or against any party in a specific case, or for or against Complainants and/or Respondents, generally.

To raise any concern involving bias or conflict of interest by the Title IX Coordinator, contact the NCCC President (620-432-0346) or designee. Concerns of bias or a potential conflict of interest by any other Title IX Team member should be raised with the Title IX Coordinator.

Reports of misconduct or discrimination committed by the Title IX Coordinator should be reported to the NCCC President (620-432-0346) or designee. Reports of misconduct or discrimination committed by any other Title IX Team member should be reported to the Title IX Coordinator.

6. Administrative Contact Information

Complaints or notice of alleged policy violations, or inquiries about or concerns regarding this policy and procedures, may be made internally to:

Riann Mullis, Athletic Director
Title IX Coordinator
Neosho County Community College
800 W. 14th Street
Chanute, KS 66720
(620) 432-0321 – office
(913) 683-1075 - cell
titleIX@neosho.edu
NeoKan 217

Sarah Robb, Vice President for Student Learning
Deputy Title IX Coordinator
Neosho County Community College
800 W. 14th Street
Chanute, KS 66720
(620) 432-0302 – office

(620) 230-8062 - cell
sarah_robb@neosho.edu
Sanders Hall, Vice President's Office

Kerrie Coomes, Dean of Student Services
Title IX Team Member
Neosho County Community College
800 W. 14th Street
Chanute, KS 66720
(620) 432-0304 – office
(620) 212-1153 - cell
kcoomes@neosho.edu
Sanders Hall Student Services office

Karin Jacobson, Director of Human Resources
Title IX Team Member
Neosho County Community College
800 W. 14th Street
Chanute, KS 66720
(620) 432-0333 – office
(620) 212-5135 - cell
kjacobson@neosho.edu
Sanders Hall Human Resources office

Kerry Ranabargar, Vice President for Operations
Title IX Team Member
Neosho County Community College
800 W. 14th Street
Chanute, KS 66720
(620) 432-0301 – office
(620) 212-3750 - cell
kranabargar@neosho.edu
Sanders Hall VPO office

Rekeshia Jones, Director of Residence & Student Life
Title IX Team Member
Neosho County Community College
800 W. 14th Street
Chanute, KS 66720
(620) 432-0381 – office
(913) 220-0731 - cell
rjones@neosho.edu
Student Union, Residence Life office

Maggie Miller, Dean of the Online Campus
Title IX Team Member
Neosho County Community College
900 East Logan Street
Ottawa, KS 66067
(785) 248-2810– office
(785) 650-4859 – cell
mmiller@neosho.edu
Ottawa Campus – Dean of Online Office

Vacant - Director of Ottawa Campus
Title IX Team Member
Neosho County Community College
900 East Logan Street
Ottawa, KS 66067
(785) 248-2798 – office
cell
email
Ottawa Campus – Main Office

NCCC has also classified most employees as Mandated Reporters of any knowledge they have that a member of the community is experiencing harassment, discrimination, and/or retaliation. The section below on Mandated Reporting details which employees have this responsibility and their duties, accordingly.

Inquiries may be made externally to:

Office for Civil Rights (OCR)
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-1100
Customer Service Hotline #: (800) 421-3481
Facsimile: (202) 453-6012
TDD#: (877) 521-2172
Email: OCR@ed.gov
Web: http://www.ed.gov/ocr

For complaints involving employees, please contact the Director of Human Resources:

Karin Jacobson, Director of Human Resources
Deputy Title IX Coordinator
Neosho County Community College
800 W. 14th Street
Chanute, KS 66720
(620) 432-0333 – office
(620) 212-5135 - cell
kjacobson@neosho.edu

Sanders Hall Human Resources office

7. Notice/Complaints of Discrimination, Harassment, and/or Retaliation

Notice or complaints of discrimination, harassment, and/or retaliation may be made using any of the following options:

1) File a complaint with, or give verbal notice to, the Title IX Coordinator (or deputies/Officials with Authority) as listed above. Such a report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail, to the office listed for the Title IX Coordinator or any other official listed.

[2) Report online, using the reporting form posted at neosho.edu (Share a Concern). Anonymous reports are accepted but can give rise to a need to investigate to determine if the parties can be identified. If not, no further formal action is taken, though measures intended to protect the community may be enacted. NCCC tries to provide supportive measures to all Complainants, which may be impossible with an anonymous report that does not identify the Complainant.

Because reporting carries no obligation to initiate a formal response, and because NCCC respects Complainant requests to dismiss complaints unless there is a compelling threat to health and/or safety, the Complainant is largely in control and should not fear a loss of confidentiality by making a report that allows the NCCC to discuss and/or provide supportive measures.

A Formal Complaint means a document submitted or signed by the Complainant or signed by the Title IX Coordinator alleging a policy violation by a Respondent and requesting that NCCC investigate the allegation(s). A complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail; by using the contact information in the section immediately above; or as described in this section. As used in this paragraph, the phrase “document filed by a Complainant” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by NCCC) that contains the Complainant’s physical or digital signature, or otherwise indicates that the Complainant is the person filing the complaint, and requests that NCCC investigate the allegations.

If notice is submitted in a form that does not meet this standard, the Title IX Coordinator will contact the Complainant to ensure that it is filed correctly.

8. Supportive Measures

NCCC will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged harassment, discrimination, and/or retaliation (excluding an Unaffiliated Complainant in the discretion of the Title IX Coordinator).
Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate and as reasonably available. They are offered without fee or charge to the parties to restore or preserve access to NCCC’s education program or activity, including measures designed to protect the

safety of all parties and/or the NCCC's educational environment, and/or to deter harassment, discrimination, and/or retaliation.
The Title IX Coordinator promptly makes supportive measures available to the parties upon receiving notice or a complaint. At the time that supportive measures are offered, NCCC will inform the Complainant, in writing, that they may file a formal complaint with the NCCC either at that time or in the future, if they have not done so already. The Title IX Coordinator works with the Complainant to ensure that their wishes are taken into account with respect to the supportive measures that are planned and implemented.

Neosho County Community College will maintain the confidentiality of the supportive measures, provided that confidentiality does not impair the NCCC's ability to provide those supportive measures. NCCC will act to ensure as minimal an academic/occupational impact on the parties as possible. The NCCC will implement measures in a way that does not unreasonably burden the other party.
These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to community-based service providers
- Visa and immigration assistance
- Student financial aid counseling
- Education to the institutional community or community subgroup(s)
- Altering campus housing assignment(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Providing transportation accommodations
- Implementing contact limitations (no contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related
- adjustments
- Trespass or Be-On-the-Lookout (BOLO) orders
- Timely warnings
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

Violations of no contact orders or other restrictions will be referred to appropriate student or employee conduct processes for enforcement.

9. Emergency Removal

Neosho County Community College can act to remove a student Respondent entirely or partially from its education program or activities on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator in conjunction with the Mental Health Response Team.

In all cases in which an emergency removal is imposed, the student will be given notice of the action

and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. When this meeting is not requested in a timely manner, objections to the emergency removal will be deemed waived. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it is equitable to do so. This section also applies to any restrictions that a coach or athletic administrator may place on a student-athlete arising from allegations related to Title IX. There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator for the show cause meeting. The Respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation.

The Title IX Coordinator has sole discretion under this policy to implement or stay an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline within the student or employee conduct processes, which may include expulsion or termination.

Neosho County Community College will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the Title IX Coordinator, these actions could include, but are not limited to: removing a student from a residence hall, temporarily re-assigning an employee, restricting a student's or employee's access to or use of facilities or equipment, allowing a student to withdraw or take grades of incomplete without financial penalty, authorizing an administrative leave, and suspending a student's participation in extracurricular activities, student employment, student organizational leadership.

At the discretion of the Title IX Coordinator, alternative coursework options may be pursued to ensure as minimal an academic impact as possible on the parties.

When the Respondent is an employee, existing provisions for interim action are applicable instead of the above emergency removal process.

10. Promptness

All allegations are acted upon promptly by NCCC once it has received notice or a formal complaint. Complaints can take 60-90 business days to resolve, typically. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but NCCC will avoid all undue delays within its control.

Any time the general timeframes for resolution outlined in NCCC procedures will be delayed, NCCC will provide written notice to the parties of the delay, the cause of the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

11. Confidentiality/Privacy

Every effort is made by NCCC to preserve the confidentiality of reports.[3] NCCC will not share the identity of any individual who has made a report or complaint of harassment, discrimination, or retaliation; any Complainant; any individual who has been reported to be the perpetrator of sex discrimination; any Respondent, or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g; FERPA regulations, 34 CFR part 99; or as required by law; or to carry out the purposes of 34 CFR Part 106, including the conducting of any investigation, hearing, or grievance proceeding arising under these policies and procedures.

Neosho County Community College reserves the right to determine which NCCC officials have a legitimate educational interest in being informed about incidents that fall within this policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

Only a small group of officials who need to know will typically be told about the complaint, including but not limited to: Title IX Team Members, members of the Mental Health Response Team, NCCC Safety & Security Team. Information will be shared as necessary with Investigators, Decision-makers, witnesses, and the parties. The circle of people with this knowledge will be kept as tight as possible to preserve the parties' rights and privacy.

Neosho County Community College may contact parents/guardians of students to inform them of situations in which there is a significant and articulable health and/or safety risk, but will usually consult with the student first before doing so.

Confidentiality and mandated reporting are addressed more specifically below.

[3] For the purpose of this policy, privacy and confidentiality have distinct meanings. **Privacy** means that information related to a complaint will be shared with a limited number of NCCC employees who "need to know" in order to assist in the assessment, investigation, and resolution of the report. All employees who are involved in NCCC's response to notice under this policy receive specific training and guidance about sharing and safeguarding private information in accordance with state and federal law. The privacy of student education records will be protected in accordance with the Family Educational Rights and Privacy Act ("FERPA"), as outlined in NCCC's Student Records Policy. The privacy of employee records will be protected in accordance with Human Resources policies. **Confidentiality** exists in the context of laws (including Title IX) that protect certain relationships, including those who provide services related to medical and clinical care, mental health providers, counselors, and ordained clergy. The law creates a privilege between certain health care providers, mental health care providers, attorneys, clergy, spouses, and others, with their patients, clients, parishioners, and spouses. NCCC has designated individuals who have the ability to have privileged communications as Confidential Resources. For more information about Confidential Resources, see page 22. When information is shared by a Complainant with a Confidential Resource, the Confidential Resource cannot reveal the information to any third party except when an applicable law or a court order requires or permits disclosure of such information. For example, information may be disclosed when: (i) the individual gives written consent for its disclosure; (ii) there is a concern that the individual will likely cause serious physical harm to self or others; or (iii) the information concerns conduct involving suspected abuse or neglect of a minor under the age of 18, elders, or individuals with disabilities. Non-identifiable information may be shared by Confidential Resources for statistical tracking purposes as required by the federal Clery Act. Other information may be shared as required by law.

12. Jurisdiction of NCCC

This Policy applies to the education program and activities of NCCC[4], to conduct that takes place on the campus or on property owned or controlled by NCCC, at NCCC-sponsored events, and in buildings owned or controlled by NCCC's recognized student organizations. The Respondent must be a member of NCCC's community in order for this Policy to apply.

This Policy can also be applicable to the effects of off-campus misconduct that effectively deprive a person of access to NCCC's educational program. NCCC may also extend jurisdiction to off-campus and/or to online conduct when the Title IX Coordinator determines that the conduct affects a substantial NCCC interest.

Regardless of where the conduct occurred, the NCCC will address notice/complaints to determine whether the conduct occurred in the context of its employment or educational program or activity and/or has continuing effects on campus or in an off-campus sponsored program or activity. A substantial NCCC interest includes:

a. Any action 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 situation in which it is determined that the Respondent poses an immediate threat to the physical health or safety of any student, employee, or other individual;

c. Any situation that significantly impinges upon the rights, property, or achievements of others, significantly breaches the peace, and/or causes social disorder; and/or

d. Any situation that substantially interferes with the educational interests or mission of the NCCC.

If the Respondent is unknown or is not a member of the NCCC community, the Title IX Coordinator will assist the Complainant in identifying appropriate campus and local resources and support options. If criminal conduct is alleged, NCCC can assist in contacting local law enforcement if the individual would like to file a police report.

Further, even when the Respondent is not a member of the NCCC's community, supportive measures, remedies, and resources may be provided to the Complainant by contacting the Title IX Coordinator.

In addition, NCCC may take other actions as appropriate to protect the Complainant against third parties, such as barring individuals from NCCC property and/or events.

All vendors serving NCCC through third-party contracts are subject to the policies and procedures of their employers.

When the Respondent is enrolled in or employed by another institution, the Title IX Coordinator can assist the Complainant in liaising with the appropriate individual at that institution, as it may be possible to allege violations through that institution's policies.

[4] Which includes the work environment of NCCC's employees.

Similarly, the Title IX Coordinator may be able to assist and support a student or employee Complainant who experiences discrimination in an externship, study abroad program, or other environment external to NCCC where sexual harassment or nondiscrimination policies and procedures of the facilitating or host organization may give recourse to the Complainant.

13. Time Limits on Reporting

There is no time limitation on providing notice/complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to NCCC's jurisdiction and/or significant time has passed, the ability to investigate, respond, and/or provide remedies may be more limited or impossible.
Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

14. Online Harassment and Misconduct

All NCCC policies, now existing or which may be adopted in the future, apply to conduct on the Internet, Social Media, websites or other venues, whether "on-campus" or "off-campus" especially (but not exclusively) those that deal with privacy, misuse of college resources, harassment, sexual harassment, stalking, bullying, discrimination, equal opportunity, grievance, disruption of college operations and confidentiality. (See NCCC Fair Use Policy).
In addition and not in any way limiting the foregoing, use of the NCCC network, internet access, technology, equipment assets or resources (on-campus use) which has a negative impact on the NCCC education program and activities, or which can be shown to cause a substantial in-program disruption, shall be subject to additional disciplinary and/or legal action as provided for in any NCCC Policy or appropriate state or federal statutes, rules and regulations, and may result in termination of use of the NCCC network and/or Internet access.
Nothing herein shall be interpreted to infringe upon First Amendment rights and protected speech.

15. Policy on Nondiscrimination

Please refer to the NCCC Policy on Nondiscrimination.

16. Policy on Disability Discrimination and Accommodation

Please refer to the NCCC Policy on Nondiscrimination.

17. Policy on Discriminatory Harassment

Students, staff, administrators, and faculty are entitled to an employment and educational environment that is free of discriminatory harassment. This Policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane but controversial or sensitive subject matters protected by academic freedom.

The sections below describe the specific forms of legally prohibited harassment that are also prohibited under NCCC Policy. When speech or conduct is protected by academic freedom and/or the First Amendment, it will not be considered a violation of NCCC Policy, though supportive measures will be offered to those impacted. All offense definitions encompass actual and/or attempted offenses.

a. Discriminatory Harassment

Discriminatory harassment constitutes a form of discrimination that is prohibited by NCCC Policy. Discriminatory harassment is defined as unwelcome conduct by any member or group of the community on the basis of actual or perceived membership in a class protected by policy or law.

b. 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, a specific form of discriminatory harassment, as an unlawful discriminatory practice.

NCCC has adopted the following definition of sexual harassment in order to address the unique environment of an academic community.

Acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

Sexual harassment, as an umbrella category, includes the offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as:

Conduct on the basis of sex[5] or that is sexual in nature that satisfies one or more of the following:

1) Quid Pro Quo:
   a. an employee of the NCCC,
   b. conditions[6] the provision of an aid, benefit, or service of the NCCC,
   c. on an individual's participation in unwelcome sexual conduct.

2) Sexual Harassment:
   a. unwelcome conduct,
   b. determined by a reasonable person,
   c. to be so severe, and
   d. pervasive, and,
   e. objectively offensive,
   f. that it effectively denies a person equal access to NCCC's education program or activity.[7]

[5] Including sexual orientation and sex stereotypes.

[6] Implicitly or explicitly.

[7] Unwelcomeness is subjective and determined by the Complainant (except when the Complainant is younger than the age of consent). Severity, pervasiveness, and objective offensiveness are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances ("in the shoes of the Complainant"), including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced. This definition is broad enough to potentially encompass forms of sex-based disparate treatment, even if not harassing in nature.

3) Sexual assault, defined as:
Any sexual act[8] directed against another person[9],

- without the consent of the Complainant,
- including instances in which the Complainant is incapable of giving consent.[10]
- Incest:
    1) Non-forcible sexual intercourse,
    2) between persons who are related to each other,
    3) within the degrees wherein marriage is prohibited by Kansas law.
- Statutory Rape:
    1) Non-forcible sexual intercourse,

[8] A 'sexual act" is specifically defined by federal regulations to include one or more of the following:

Forcible Rape:
- Penetration,
- no matter how slight,
- of the vagina or anus with any body part or object, or
- oral penetration by a sex organ of another person,
- without the consent of the Complainant.

Forcible Sodomy:
- Oral or anal sexual intercourse with another person,
- forcibly,
- and/or against that person's will (non-consensually), or
- not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

Sexual Assault with an Object:
- The use of an object or instrument to penetrate,
- however slightly,
- the genital or anal opening of the body of another person,
- forcibly,
- and/or against that person's will (non-consensually),
- or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

Forcible Fondling:
- The touching of the private body parts of another person (buttocks, groin, breasts),
- for the purpose of sexual gratification,
- forcibly,
- and/or against that person's will (non-consensually),
- or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

[9] This would include having another person touch you sexually, forcibly, and/or without their consent.

[10] This definition set is not taken from SRS/NIBRS verbatim. ATIXA has substituted Complainant for "victim," has removed references to his/her throughout, has defined "private body parts," has removed the confusing and unnecessary term "unlawfully," and has inserted language clarifying that the NCCC interprets "against the person's will" to mean "non-consensually." These are liberties ATIXA thinks are important to take with respect to the federal definitions, but users should consult legal counsel before adopting them.

2) with a person who is under the statutory age of consent of 16.

4) Dating Violence, defined as:
   a. violence,
   b. on the basis of sex,
   c. committed by a person,
   d. who is in or has been in a social relationship of a romantic or intimate nature with the Complainant.

      i. The existence of such a relationship shall be determined based on the Complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition—
      ii. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
      iii. Dating violence does not include acts covered under the definition of domestic violence.

5) Domestic Violence*, defined as:
   a. violence,
   b. on the basis of sex,
   c. committed by a current or former spouse or intimate partner of the Complainant,
   d. by a person with whom the Complainant shares a child in common, or
   e. by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or
   f. by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Kansas or
   g. by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Kansas.

   *To categorize an incident as Domestic Violence under this Policy, the relationship between the Respondent and the Complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

6) Stalking, defined as:
   a. engaging in a course of conduct,
   b. on the basis of sex,
   c. directed at a specific person, that
      i. would cause a reasonable person to fear for the person's safety, or
      ii. the safety of others; or
      iii. Suffer substantial emotional distress.

   For the purposes of this definition—

   (i) Course of conduct means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils,

threatens, or communicates to or about a person, or interferes with a person's property.

(ii) Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.

(iii) Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

EXPECTATIONS WITH RESPECT TO CONSENSUAL RELATIONSHIPS

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.

NCCC reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any offense under this policy. The most serious offenses are likely to result in suspension/expulsion/termination, where warranted.

c. Force, Coercion, Consent, and Incapacitation[11]

As used in the offenses above, the following definitions and understandings apply:

Force: Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., "Have sex with me or I'll hit you," which elicits the response, "Okay, don't hit me, I'll do what you want.").

Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not

[11] The state definition of consent is 16, which is applicable to criminal prosecutions for sex offenses in Kansas but may differ from the definition used on campus to address policy violations. [Included for Clery/VAWA Sec. 304 compliance purposes]

demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Coercion: Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, 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.

Consent is:

- knowing, and
- voluntary, and
- clear permission
- by word or action
- to engage in sexual activity.

Individuals may perceive and experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

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. Reasonable reciprocation can be implied. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain *their* consent to being kissed back.

Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, that sexual activity should cease within a reasonable time.

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 intimate relationship is not sufficient to constitute consent.

Proof of consent or non-consent is not a burden placed on either party involved in an incident. Instead, the burden remains on NCCC to determine whether its policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar and previous patterns that may be evidenced.

Consent in relationships must also be considered in context. When parties consent to BDSM[12] or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying “no” may be part of the kink and thus consensual, so NCCC’s evaluation of

[12] Bondage, discipline/dominance, submission/sadism, and masochism.

communication in kink situations should be guided by reasonableness, rather than strict adherence to policy that assumes non-kink relationships as a default.

Incapacitation: A person cannot consent if they are unable to understand what is happening or is disoriented, helpless, asleep, or unconscious for any reason, including by alcohol or other drugs. As stated above, a Respondent violates this policy if they engage in sexual activity with someone who is incapable of giving consent.

It is a defense to a sexual assault policy violation that the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated. "Should have known" is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

Incapacitation occurs when 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, and how" of their sexual interaction).

Incapacitation is determined through consideration of all relevant indicators of an individual's state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

This policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating drugs.

d. Other Civil Rights Offenses

In addition to the forms of sexual harassment described above, which are covered by Title IX, NCCC additionally prohibits the following offenses as forms of discrimination that may be within or outside of Title IX when the act is based upon the Complainant's actual or perceived membership in a protected class.

- Sexual Exploitation, defined as: an individual taking non-consensual or abusive sexual advantage of another for their own benefit or for the benefit of anyone other than the person being exploited, and that conduct does not otherwise constitute sexual harassment under this Policy. Examples of Sexual Exploitation include, but are not limited to:
  - Sexual voyeurism (such as observing or allowing others to observe a person undressing or using the bathroom or engaging in sexual acts, without the consent of the person being observed)
  - Invasion of sexual privacy
  - Taking pictures, video, or audio recording of another in a sexual act, or in any other sexually-related activity when there is a reasonable expectation of privacy during the 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), including the making or posting of revenge pornography
  - Prostituting another person

  - Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually-transmitted disease (STD) or infection (STI), without informing the other person of the virus, disease, or infection
  - Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity
  - Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections
  - Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity
  - Knowingly soliciting a minor for sexual activity
  - Engaging in sex trafficking
  - Knowing creation, possession, or dissemination of child pornography

- Threatening or causing physical harm; extreme verbal, emotional, or psychological abuse; or other conduct which threatens or endangers the health or safety of any person;

- Discrimination, defined as actions that deprive, limit, or deny other members of the community of educational or employment access, benefits, or opportunities, including disparate treatment;

- Intimidation, defined as implied threats or acts that cause an unreasonable fear of harm in another;

- Hazing, defined as acts likely to cause physical or psychological harm or social ostracism to any person within the NCCC community, when related to the admission, initiation, pledging, joining, or any other group-affiliation activity (as defined further in the Hazing Policy in the Student Handbook);

- Bullying, defined as:
  - Repeated and/or severe
  - Aggressive behavior
  - Likely to intimidate or intentionally hurt, control, or diminish another person, physically and/or mentally
  - That is not speech or conduct otherwise protected by the First Amendment.

Violation of any other NCCC policies may constitute a Civil Rights Offense when a violation is motivated by actual or perceived membership in a protected class, and the result is a discriminatory limitation or denial of employment or educational access, benefits, or opportunities.

Sanctions for the above-listed Civil Rights Offenses range from reprimand through expulsion/termination.

18. Retaliation[13]

Protected activity under this Policy includes reporting an incident that may implicate this policy, participating in the grievance process, supporting a Complainant or Respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. NCCC will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

NCCC and any member of NCCC's community are prohibited from taking or attempting to take materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy and procedure.

Filing a complaint within Process B could be considered retaliatory if those charges could be applicable under Process A, when the Process B charges are made for the purpose of interfering with or circumventing any right or privilege provided afforded within Process A that is not provided by Process B. Therefore, NCCC vets all complaints carefully to ensure this does not happen, and to ensure that complaints are routed to the appropriate process.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy and procedure does not constitute retaliation, provided that the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

19. Mandated Reporting

All NCCC employees (faculty, staff, administrators) are expected to report actual or suspected discrimination, harassment, and/or retaliation to appropriate officials immediately, although there are some limited exceptions.

In order to make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting campus resources. On campus, some resources may maintain confidentiality and are not required to report actual or suspected discrimination or harassment in a way that identifies the parties. They may offer options and resources without any obligation to inform an outside agency or campus official unless a Complainant has requested the information be shared.
If a Complainant expects formal action in response to their allegations, reporting to any Mandated Reporter can connect them with resources to report crimes and/or policy violations, and these

[13] Retaliation allegations can be routed exclusively through Process B if a NCCC so elects, but where retaliation and sexual harassment allegations are both alleged, it will likely make more sense to use Process A to resolve all together.

employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the Complainant), who will take action when an incident is reported to them.
The following sections describe the reporting options at NCCC for a Complainant or third-party (including parents/guardians when appropriate):

a. Confidential Resources

If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with:

- On-campus licensed professional counselor
- Off-campus (non-employees):
  - Licensed professional counselors and other medical providers
  - Local rape crisis counselors
  - Domestic violence resources
  - Local or state assistance agencies
  - Clergy/Chaplains
  - Attorneys

All of the above-listed individuals will maintain confidentiality when acting under the scope of their licensure, professional ethics, professional credentials, or official designation, except in extreme cases of immediacy of threat or danger or abuse of a minor or when required to disclose by law or court order.

Campus counselors are available to help students free of charge and may be consulted on an emergency basis during normal business hours.

Employees who have confidential privilege as described above, and who receive reports within the scope of their confidential roles will timely submit anonymous statistical information for Clery Act purposes unless they believe it would be harmful to their client, patient, or parishioner.

c. Mandated Reporters and Formal Notice/Complaints

All employees of NCCC (including student employees), with the exception of those who are designated as Confidential Resources, are Mandated Reporters and must promptly share with the Title IX Coordinator all known details of a report made to them in the course of their employment.

Employees must also promptly share <u>all</u> details of behaviors under this Policy that they observe or have knowledge of, even if not reported to them by a Complainant or third-party.

Complainants may want to carefully consider whether they share personally identifiable details with non-confidential Mandated Reporters, as those details must be shared with the Title IX Coordinator.

Generally, disclosures in climate surveys, classroom writing assignments or discussions, human subjects research, or at events such as “Take Back the Night” marches or speak-outs do not provide notice that must be reported to the Coordinator by employees, unless the Complainant clearly indicates that they desire a report to be made or a seek a specific response from NCCC.

Supportive measures may be offered as the result of such disclosures without formal NCCC action.

Failure of a Mandated Reporter, as described above in this section, to report an incident of harassment or discrimination of which they become aware is a violation of NCCC Policy and can be subject to disciplinary action for failure to comply.

Though this may seem obvious, when a Mandated Reporter is engaged in harassment or other violations of this Policy, they still have a duty to report their own misconduct, though NCCC is technically not on notice simply because a harasser is also a Mandated Reporter unless the harasser does in fact report themselves.

Finally, it is important to clarify that a Mandated Reporter who is themselves a target of harassment or other misconduct under this Policy is not required to report their own experience, though they are, of course, encouraged to do so.

20. When a Complainant Does Not Wish to Proceed

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, and/or does not want a formal complaint to be pursued, they 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 to comply with state or federal law.

The Title IX Coordinator has ultimate discretion over whether NCCC proceeds when the Complainant does not wish to do so, and the Title IX Coordinator may sign a formal complaint to initiate a grievance process, usually upon completion of an appropriate violence risk assessment.

A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons, and/or violence. NCCCs may be compelled to act on alleged employee misconduct irrespective of a Complainant's wishes.

The Title IX Coordinator must also consider the effect that non-participation by the Complainant may have on the availability of evidence and NCCC's ability to pursue a Formal Grievance Process fairly and effectively.

When the Title IX Coordinator executes the written complaint, they do not become the Complainant. The Complainant is the individual who is alleged to be the victim of conduct that could constitute a violation of this Policy.

When NCCC proceeds, the Complainant (and/or their Advisor) may have as much or as little involvement in the process as they wish. The Complainant retains all rights of a Complainant under this Policy irrespective of their level of participation. Typically, when the Complainant chooses not to participate, the Advisor may be appointed as proxy for the Complainant throughout the process, acting to ensure and protect the rights of the Complainant, though this does not extend to the provision of evidence or testimony.

Note that NCCC's ability to remedy and respond to notice may be limited if the Complainant does not want NCCC to proceed with an investigation and/or grievance process. The goal is to provide the Complainant with as much control over the process as possible, while balancing NCCC's obligation to protect its community.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow NCCC to honor that request, NCCC may offer informal resolution options (see below), supportive measures, and remedies to the Complainant and the community, but will not otherwise pursue formal action.

If the Complainant elects to take no action, they can change that decision if they decide to pursue a formal complaint at a later date. Upon making a formal complaint, a Complainant has the right, and can expect, to have allegations taken seriously by NCCC and to have the incidents investigated and properly resolved through these procedures. Please consider that delays may cause limitations on access to evidence, or present issues with respect to the status of the parties.

21. Federal Timely Warning Obligations

Parties reporting sexual assault, domestic violence, dating violence, and/or stalking should be aware that under the Clery Act, NCCC must issue timely warnings for reported incidents that pose a serious or continuing threat of bodily harm or danger to members of the campus community.

Neosho County Community College will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

22. False Allegations and Evidence

Deliberately false and/or malicious accusations under this Policy are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a policy violation determination.

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under appropriate NCCC policies.

23. Amnesty for Complainants and Witnesses

The NCCC community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report to NCCC officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the NCCC community that Complainants choose to report misconduct to NCCC officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, NCCC maintains a policy of offering parties and witnesses amnesty from minor policy violations – such as underage consumption of alcohol or the use of illicit drugs – related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all students within a progressive discipline system, and the rationale for amnesty – the incentive to report serious misconduct – is rarely applicable to Respondent with respect to a Complainant.

Students: Sometimes, students are hesitant to assist others for fear that they may get in trouble themselves (for example, an underage student who has been drinking or using marijuana might hesitate to help take an individual who has experienced sexual assault to campus officials).

NCCC maintains a policy of amnesty for students who offer help to others in need. Although policy violations cannot be overlooked, the NCCC may provide purely educational options with no official disciplinary finding, rather than punitive sanctions, to those who offer their assistance to others in need.

24. Federal Statistical Reporting Obligations

All personally identifiable information is kept private, but statistical information must be shared regarding the type of incident and its general location (on or off-campus or in the surrounding area, but no addresses are given) for publication in the Annual Security Report and daily campus crime log.

25. Preservation of Evidence

The preservation of evidence in incidents of sexual assault is critical to potential criminal prosecution and to obtaining restraining orders, and is particularly time-sensitive. NCCC will inform the Complainant of the importance of preserving evidence by taking the following actions:

1. Seek forensic medical assistance at the local hospital, ideally within 120 hours of the incident (sooner is better).
2. Avoid showering, bathing, washing hands or face, or douching, if possible, but evidence may still be collected even if you do.
3. Try not to urinate.
4. If oral sexual contact took place, refrain from smoking, eating, drinking, or brushing teeth.
5. If clothes are changed, place soiled clothes in a paper bag (plastic destroys evidence).
6. Seeking medical treatment can be essential even if it is not for the purposes of collecting forensic evidence.

During the initial meeting between the Complainant and the Title IX Coordinator, the importance of taking these actions will be reiterated, if timely.

INTERIM RESOLUTION PROCESS[14] FOR ALLEGED VIOLATIONS OF THE POLICY ON EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION (KNOWN AS PROCESS "A")

1. Overview

NCCC will act on any formal notice/complaint of violation of the policy on Equal Opportunity, Harassment, and Nondiscrimination ("the Policy") that is received by the Title IX Coordinator[15] or any other Official with Authority by applying these procedures, known as "Process A."

The procedures below apply **only** to qualifying allegations of sexual harassment (including sexual assault, dating violence, domestic violence, and stalking, as defined above) involving students, staff, administrators, or faculty members either as a complainant or a respondent or both.

If other Policy definitions are invoked, such as protected class harassment or discrimination as defined above, please see Appendix D for a description of the procedures applicable to the resolution of such offenses, known as "Process B."

Process B can also apply to sexual harassment (including sexual assault, dating violence, domestic violence, and stalking, as defined above) when jurisdiction does not fall within Process A, as determined by the Title IX Coordinator.

Unionized/other categorized employees are subject to the terms of their agreements/employees' rights to the extent those agreements do not conflict with federal or state compliance obligations.

The procedures below may be used to address collateral misconduct arising from the investigation of or occurring in conjunction with reported misconduct (e.g., vandalism, physical abuse of another), when alleged violations of the Policy are being addressed at the same time. All other allegations of misconduct unrelated to incidents covered by the Policy will be addressed through procedures described in various college publications including but not limited to the College Catalog, Student Handbook, Board Policies, and the Negotiated Agreement.

When an Unaffiliated Complainant is involved, procedures in either Process A or Process B which require contact with or involvement of the Unaffiliated Complainant, including but not limited to supportive measures, advisors, notices and resolution reports shall not apply to the Unaffiliated Complainant (but shall apply to respondent) if the Title IX Coordinator determines that is appropriate under the circumstances.

2. Notice/Complaint

Upon receipt of a complaint or notice to the Title IX Coordinator of an alleged violation of the Policy, the Title IX Coordinator initiates a prompt initial assessment to determine the next steps NCCC needs to take.

The Title IX Coordinator will initiate at least one of three responses:

[14] For institutions with grievance processes enabling students and/or employees to challenge NCCC action, it is recommended that discrimination allegations be exempted from that process and replaced with the resolution process outlined here. Most existing grievance proceedings are neither equitable (by definition), nor are they sufficiently prompt to satisfy Title IX. Such a change may require negotiation with any affected union.

[15] Anywhere this procedure indicates "Title IX Coordinator," NCCC may substitute a trained designee.

1) Offering supportive measures because the Complainant does not want to file a formal complaint; and/or
2) An informal resolution (upon submission of a formal complaint); and/or
3) A Formal Grievance Process including an investigation and a hearing (upon submission of a formal complaint).
NCCC uses the Formal Grievance Process to determine whether or not the Policy has been violated. If so, NCCC will promptly implement effective remedies designed to ensure that it is not deliberately indifferent to harassment or discrimination, their potential recurrence, and/or their effects.

3. Initial Assessment

Following receipt of notice or a complaint of an alleged violation of this Policy, the Title IX Coordinator[16] engages in an initial assessment, typically within one to five business days. The steps in an initial assessment can include:

- The Title IX Coordinator seeks to determine if the person impacted wishes to make a formal complaint, and will assist them to do so, if desired.
    - If they do not wish to do so, or there is an Unaffiliated Complainant the Title IX Coordinator determines whether to initiate a complaint themselves.
- If a formal complaint is received, the Title IX Coordinator assesses its sufficiency and works with the Complainant to make sure it is correctly completed.
- The Title IX Coordinator reaches out to the Complainant to offer supportive measures.
- The Title IX Coordinator works with the Complainant to ensure they are aware of the right to have an Advisor.
- The Title IX Coordinator works with the Complainant to determine whether the Complainant prefers a supportive and remedial response, an informal resolution option, or a formal investigation and grievance process.
    - If a supportive and remedial response is preferred, the Title IX Coordinator works with the Complainant to identify their wishes, assesses their request(s), and implements accordingly. No Formal Grievance Process is initiated, though the Complainant can elect to initiate one later, if desired.
    - If an informal resolution option is preferred, the Title IX Coordinator assesses whether the complaint is suitable for informal resolution and may seek to determine if the Respondent is also willing to engage in informal resolution.
    - If a Formal Grievance Process is preferred by the Complainant, the Title IX Coordinator determines if the misconduct alleged falls within the scope of the 2020 Title IX regulations:
        - If it does, the Title IX Coordinator will initiate the formal investigation and grievance process, directing the investigation to address:
            - an incident, and/or
            - a pattern of alleged misconduct, and/or
            - a culture/climate issue, based on the nature of the complaint.

[16] If circumstances require, NCCC President or Title IX Coordinator will designate another person to oversee the resolution process should an allegation be made about the Coordinator or the Coordinator be otherwise unavailable, unable to fulfill their duties, or have a conflict of interest.

- If alleged misconduct does not fall within the scope of the 2020 Title IX regulations, the Title IX Coordinator determines that the regulations do not apply (and will "dismiss" that aspect of the complaint, if any), assesses which policies may apply, which resolution process is applicable, and will refer the matter accordingly, including referring the matter for resolution under Process B, if applicable. Please note that dismissing a complaint under the 2020 Title IX regulations is solely a procedural requirement under Title IX which does not limit NCCC's authority to address a complaint with an appropriate process and remedies.

a. Risk Assessment

In some cases, the Title IX Coordinator may determine that a risk assessment should be conducted by the Mental Health Response Team as part of the initial assessment. Risk assessment is the process of evaluating the potential for danger or violence.

b. Dismissal (Mandatory and Discretionary)[17]

NCCC must dismiss a formal complaint or any allegations therein if, at any time during the investigation or hearing, it is determined that:

1) The conduct alleged in the formal complaint would not constitute sexual harassment as defined above, even if proved; and/or

2) The conduct did not occur in or have an impact upon an educational program or activity controlled by NCCC (including buildings or property controlled by recognized student organizations), and/or NCCC does not have control of the Respondent; and/or

3) The conduct did not occur against a person in the United States; and/or

4) At the time of filing a formal complaint, a Complainant is not participating in or attempting to participate in the education program or activity of the NCCC[18].

NCCC may dismiss a formal complaint or any allegations therein if, at any time during the investigation or hearing:

1) A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations therein; or

2) The Respondent is no longer enrolled in or employed by the NCCC; or

3) Specific circumstances prevent the NCCC from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

A Complainant who decides to withdraw a complaint may later request to reinstate it or refile it.

[17] These dismissal requirements are mandated by the 2020 Title IX Regulations, 34 CFR §106.45.

[18] Such a Complainant is still entitled to supportive measures, but the formal grievance process is not applicable unless the Title IX Coordinator signs the complaint in the event the Complainant cannot/will not do so.

Upon any dismissal, NCCC will promptly send written notice of the dismissal and the rationale for doing so simultaneously to the parties.

This dismissal decision is appealable by any party under the procedures for appeal below.

This section does not limit investigation after notice even if there is no formal complaint.

4. Counterclaims

Neosho County Community College is obligated to ensure that the grievance process is not abused for retaliatory purposes. NCCC permits the filing of counterclaims but uses an initial assessment, described above, to assess whether the allegations in the counterclaim are made in good faith. Counterclaims by a Respondent may be made in good faith, but are on occasion made for purposes of retaliation, instead. Counterclaims made with retaliatory intent will not be permitted. Counterclaims determined to have been reported in good faith will be processed using the grievance procedures below. Investigation of such claims may take place after resolution of the underlying initial allegation, in which case a delay may occur.
Counterclaims may also be resolved through the same investigation as the underlying allegation, at the discretion of the Title IX Coordinator. When counterclaims are not made in good faith, they will be considered retaliatory and may constitute a violation of this policy.

5. Right to an Advisor

The parties may each have an Advisor of their choice present with them for all meetings, interviews, and hearings within the resolution process, if they so choose. The parties may select whoever they wish to serve as their Advisor as long as the Advisor is eligible and available.[19]

Choosing an Advisor who is also a witness in the process creates potential for bias and conflict-of-interest. A party who chooses an Advisor who is also a witness can anticipate that issues of potential bias will be explored by the hearing Decision-maker(s).

a. Who Can Serve as an Advisor

The Advisor may be a friend, mentor, family member, attorney, or any other individual a party chooses to advise, support, and/or consult with them throughout the resolution process. The parties may choose Advisors from inside or outside of the NCCC community.

The Title IX Coordinator will also offer to assign a trained Advisor to any party if the party so chooses. If the parties choose an Advisor from the pool available from NCCC, the Advisor will have been trained by NCCC and be familiar with NCCC's resolution process.

If the parties choose an Advisor from outside the pool of those identified by NCCC, the Advisor may not have been trained by NCCC and may not be familiar with NCCC policies and procedures.

[19] "Available" means the party cannot insist on an Advisor who simply doesn't have inclination, time, or availability. Also, the Advisor cannot have institutionally conflicting roles, such as being a Title IX administrator who has an active role in the matter, or a supervisor who must monitor and implement sanctions.

Parties also have the right to choose not to have an Advisor in the initial stages of the resolution process, prior to a hearing.

b. Advisor's Role in Meetings and Interviews

The parties may be accompanied by their Advisor in all meetings and interviews at which the party is entitled to be present, including intake and interviews. Advisors should help the parties prepare for each meeting and are expected to advise ethically, with integrity, and in good faith.

NCCC 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, NCCC is not obligated to provide an attorney.

c. Advisors in Hearings/NCCC-Appointed Advisor

Under U.S. Department of Education regulations for Title IX a form of indirect questioning is required during the hearing but must be conducted by the parties' Advisors. The parties are not permitted to directly question each other or any witnesses. If a party does not have an Advisor for a hearing, NCCC will appoint a trained Advisor for the limited purpose of conducting any questioning of the other party(ies) and witnesses.

d. Pre-Interview Meetings

Advisors and their advisees may request to meet with the investigators conducting interviews/meetings in advance of these interviews or meetings. This pre-meeting allows Advisors to clarify and understand their role and NCCC's policies and procedures.

e. Advisor Violations of NCCC Policy

All Advisors are subject to the same NCCC policies and procedures, whether they are attorneys or not, and whether they are selected by a party or assigned by NCCC. Advisors are expected to advise their advisees without disrupting proceedings. Advisors should not address NCCC officials or investigators in a meeting or interview unless invited to do so (e.g., asking procedural questions). The Advisor may not make a presentation or represent their advisee[20] during any meeting or proceeding and may not speak on behalf of the advisee to the Investigator(s) or other Decision-maker(s) except during a hearing proceeding during questioning.

The parties are expected to ask and respond to questions on their own behalf throughout the investigation phase of the resolution process. Although the Advisor generally may not speak on behalf of their advisee, the Advisor may consult with their advisee, either privately as needed, or by conferring or passing notes during any resolution process meeting or interview. For longer or more involved discussions, the parties and their Advisors should ask for breaks to allow for private consultation.

[20] Subject to the state law provisions or NCCC policy above.

Any Advisor who oversteps their role as defined by this policy will be warned only once. If the Advisor continues to disrupt or otherwise fails to respect the limits of the Advisor role, the meeting/interview/hearing will be ended, or other appropriate measures implemented. Subsequently, the Title IX Coordinator will determine how to address the Advisor's non-compliance and future role.

f. Sharing Information with the Advisor

NCCC expects that the parties may wish to have NCCC share documentation and evidence related to the allegations with their Advisors. NCCC provides a consent form that authorizes NCCC to share such information directly with a party's Advisor. The parties must either complete and submit this form to the Title IX Coordinator or provide similar documentation demonstrating consent to a release of information to the Advisor before NCCC is able to share records with an Advisor.

If a party requests that all communication be made through their attorney Advisor, NCCC will comply with that request at the discretion of the Title IX Coordinator.

Advisors appointed by the institution will not be asked to disclose details of their interactions with their advisees to institutional officials or Decision-makers.

g. Privacy of Records Shared with Advisor

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 NCCC. Advisors will be asked to sign Non-Disclosure Agreements (NDAs). NCCC may restrict the role of any Advisor who does not respect the sensitive nature of the process or who fails to abide by the NCCC's privacy expectations.

h. Expectations of an Advisor

NCCC generally expects an Advisor to adjust their schedule to allow them to attend NCCC meetings when planned, but NCCC may change scheduled meetings to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

NCCC may also make reasonable provisions to allow an Advisor who cannot be present in person to attend a meeting by telephone, video conferencing, or other similar technologies as may be convenient and available.

i. Expectations of the Parties with Respect to Advisors

A party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout. The parties are expected to inform the Investigator(s) of the identity of their Advisor at least two (2) business days 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 are expected to provide timely notice to the Title IX Coordinator if they change Advisors at any time. It is assumed that if a party changes Advisors, consent to share information with the previous Advisor is terminated, and a release for the new Advisor should be secured. Parties are

expected to inform the Title IX Coordinator of the identity of their hearing Advisor at least two (2) business days before the hearing.

As a public entity, NCCC fully respects and accords the Weingarten rights of employees. For parties who are entitled to union representation, the NCCC will allow the unionized employee to have their union representative (if requested by the party) as well as an Advisor of their choice present for all resolution-related meetings and interviews. To uphold the principles of equity, the other party (regardless of union membership) will also be permitted to have two Advisors. Witnesses are/are not permitted to have union representation or Advisors in grievance process interviews or meetings.

j. Assistance in Securing an Advisor

For representation, Respondents may wish to contact organizations such as:

- FACE (http://www.facecampusequality.org)
- SAVE (http://www.saveservices.org).

Complainants may wish to contact organizations such as:

- The Victim Rights Law Center (http://www.victimrights.org),
- The National Center for Victims of Crime (http://www.victimsofcrime.org), which maintains the Crime Victim's Bar Association.]
- The Time's Up Legal Defense Fund: https://nwlc.org/times-up-legal-defense-fund/]

6. Resolution Processes

Resolution proceedings are private. All persons present at any time during the resolution process are expected to maintain the privacy of the proceedings in accordance with NCCC Policy.

Although there is an expectation of privacy around what Investigators share with parties during interviews, the parties have discretion to share their own knowledge and evidence with others if they so choose, with the exception of information the parties agree not to disclose as part of an Informal Resolution, discussed below. NCCC encourages parties to discuss with their Advisors any sharing of information before doing so.

The Formal Grievance Process is NCCC's primary resolution approach, unless Informal Resolution is elected by all parties and NCCC. Three options for Informal Resolution are detailed in this section, and the Formal Grievance Process is detailed starting in the next section.

a. Informal Resolution

- Supportive Resolution. When the Title IX Coordinator can resolve the matter informally by providing supportive measures (only) to remedy the situation. (This is in addition to and does not limit supportive measures pursuant to Section 8 or paragraph 2.1) of this Interim Resolution process).
- Alternative Resolution. When the parties agree to resolve the matter through an alternative resolution mechanism as described below, including mediation, restorative practices, facilitated dialogue, etc., usually before a formal investigation takes place; see discussion in b., below.
- Accepted Responsibility. When the Respondent accepts responsibility for violating policy,

and desires to accept a sanction(s) and end the resolution process; see discussion in c., below.

To initiate Informal Resolution, a Complainant must submit a formal complaint, as defined above. A Respondent who wishes to initiate Informal Resolution should contact the Title IX Coordinator. The parties may agree as a condition of engaging in Informal Resolution that statements made or evidence shared during the Informal Resolution process will not be considered in the Formal Grievance Process unless all parties consent.

It is not necessary to pursue Informal Resolution first in order to pursue a Formal Grievance Process, and any party participating in Informal Resolution can stop the process at any time and begin or resume the Formal Grievance Process.

Prior to implementing Informal Resolution, NCCC will provide the parties with written notice of the reported misconduct and any sanctions or measures that may result from participating in such a process, including information regarding any records that will be maintained or shared by NCCC.

NCCC will obtain voluntary, written confirmation that all parties wish to resolve the matter through Informal Resolution before proceeding and will not pressure the parties to participate in Informal Resolution.

b. Alternative Resolution Approaches

Alternative Resolution is an informal approach which the parties reach a mutually agreed upon resolution of an allegation. All parties must consent to the use of an Alternative Resolution approach.

The Title IX Coordinator may look to the following factors to assess whether Alternative Resolution is appropriate, or which form of Alternative Resolution may be most successful for the parties:

- The parties' amenability to Alternative Resolution;
- Likelihood of potential resolution, taking into account any power dynamics between the parties;
- The parties' motivation to participate;
- Civility of the parties;
- Results of a violence risk assessment/ongoing risk analysis;
- Disciplinary history;
- Whether an emergency removal is needed;
- Skill of the Alternative Resolution facilitator with this type of allegation;
- Complaint complexity;
- Emotional investment/capability of the parties;
- Rationality of the parties;
- Goals of the parties;
- Adequate resources to invest in Alternative Resolution (time, staff, etc.)

The ultimate determination of whether Alternative Resolution is available or successful is to be made by the Title IX Coordinator. The Title IX Coordinator is authorized to negotiate a resolution that is acceptable to all parties, and/or to accept a resolution that is proposed by the parties, usually

through their Advisors.

The Title IX Coordinator maintains records of any resolution that is reached, and failure to abide by the resolution agreement may result in appropriate responsive/disciplinary actions. Results of complaints resolved by Informal Resolution or Alternative Resolution are not appealable.

c. Respondent Accepts Responsibility for Alleged Violations

The Respondent may accept responsibility for all or part of the alleged policy violations at any point during the resolution process. If the Respondent indicates an intent to accept responsibility for all of the alleged misconduct, the formal process will be paused, and the Title IX Coordinator will determine whether Informal Resolution can be used according to the criteria above.

If Informal Resolution is applicable, the Title IX Coordinator will determine whether all parties and NCCC are able to agree on responsibility, sanctions, and/or remedies. If so, the Title IX Coordinator implements the accepted finding that the Respondent is in violation of NCCC policy and implements agreed-upon sanctions and/or remedies, in coordination with other appropriate administrator(s), as necessary.

This result is not subject to appeal once all parties indicate their written assent to all agreed upon terms of resolution. When the parties cannot agree on all terms of resolution, the Formal Grievance Process will resume at the same point where it was paused.

When a resolution is accomplished, the appropriate sanction or responsive actions are promptly implemented in order to effectively stop the harassment or discrimination, prevent its recurrence, and remedy the effects of the discriminatory conduct, both on the Complainant and the community.

7. Formal Grievance Process

The Formal Grievance Process relies on a pool of administrators[21] ("the Pool") to carry out the process. Members of the Pool are announced in an annual distribution of this policy to all students, employees, prospective students, and prospective employees. They are also listed in the Annual Title IX Report published by the Title IX Office.

a. Pool Member Roles

Members of the Pool are trained annually, and can serve in in the following roles, at the direction of the Title IX Coordinator:

- To provide appropriate intake of and initial guidance pertaining to complaints
- To act as an Advisor to the parties
- To serve in a facilitation role in Informal Resolution or Alternative Resolution if appropriately trained in appropriate resolution approaches (e.g., mediation, restorative practices, facilitated dialogue
- To perform or assist with initial assessment
- To investigate complaints

[21] External, trained third-party neutral professionals may also be used to serve in pool roles.

- To serve as a hearing facilitator (process administrator, no decision-making role)
- To serve as a Decision-maker regarding the complaint
- To serve as an Appeal Decision-maker

b. Pool Member Appointment

The Title IX Coordinator, in consultation with the President, appoints the Pool[22], which acts with independence and impartiality. Although members of the Pool are typically trained in a variety of skill sets and can rotate amongst the different roles listed above in different cases, NCCC can also designate permanent roles for individuals in the Pool, using others as substitutes or to provide greater depth of experience when necessary. This process of role assignment may be the result of particular skills, aptitudes, or talents identified in members of the Pool that make them best suited to particular roles.

c. Pool Member Training

The Pool members receive annual training jointly OR based on their respective roles. This training includes, but is not limited to:

- The scope of NCCC's Discrimination and Harassment Policy and Procedures
- How to conduct investigations and hearings that protect the safety of Complainants and Respondents, and promote accountability
- Implicit bias
- Disparate treatment
- Reporting, confidentiality, and privacy requirements
- Applicable laws, regulations, and federal regulatory guidance
- How to implement appropriate and situation-specific remedies
- How to investigate in a thorough, reliable, timely, and impartial manner by individuals who receive annual training in conducting investigations of sexual harassment, trauma-informed practices, and impartiality,
- How to uphold fairness, equity, and due process
- How to weigh evidence
- How to conduct questioning
- How to assess credibility
- Impartiality and objectivity
- How to render findings and generate clear, concise, evidence-based rationales
- The definitions of all offenses
- How to apply definitions used by the NCCC with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with policy
- How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes
- How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias against Respondents and/or for Complainants, and on the basis of sex, race, religion, and other protected characteristics
- Any technology to be used at a live hearing
- Issues of relevance of questions and evidence

[22] This does not preclude NCCC from having all members of the Pool go through an application and/or interview/selection process.

- Issues of relevance to create an investigation report that fairly summarizes relevant evidence
- How to determine appropriate sanctions in reference to all forms of harassment, discrimination, and/or retaliation allegations
- Recordkeeping

Specific training is also provided for all Pool members. All Pool members are required to attend these trainings annually. The materials used to train all members of the Pool are publicly posted on the NCCC website.

8. Formal Grievance Process: Notice of Investigation and Allegations

The Title IX Coordinator will provide written notice of the investigation and allegations (the "NOIA") to the Respondent upon commencement of the Formal Grievance Process. This facilitates the Respondent's ability to prepare for the interview and to identify and choose an Advisor to accompany them. The NOIA is also copied to the Complainant, who will be given advance notice of when the NOIA will be delivered to the Respondent.

The NOIA will include:

- A meaningful summary of all allegations,
- The identity of the involved parties (if known),
- The precise misconduct being alleged,
- The date and location of the alleged incident(s) (if known),
- The specific policies implicated,
- A description of the applicable procedures,
- A statement of the potential sanctions/responsive actions that could result,
- A statement that NCCC presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination,
- A statement that determinations of responsibility are made at the conclusion of the process and that the parties will be given an opportunity to inspect and review all directly related and/or relevant evidence obtained during the review and comment period,
- A statement about NCCC's policy on retaliation,
- Information about the confidentiality of the process,
- Information on the need for each party to have an Advisor of their choosing and suggestions for ways to identify an Advisor,
- A statement informing the parties that NCCC's Policy prohibits knowingly making false statements, including knowingly submitting false information during the resolution process,
- Detail on how the party may request disability accommodations during the interview process,
- A link to NCCC's VAWA Brochure or a hard copy,
- The name(s) of the Investigator(s), along with a process to identify to the Title IX Coordinator, in advance of the interview process, any conflict of interest that the Investigator(s) may have, and
- An instruction to preserve any evidence that is directly related to the allegations.

Amendments and updates to the NOIA may be made as the investigation progresses and more information becomes available regarding the addition or dismissal of various allegations.

Notice will be made in writing and may be delivered by one or more of the following methods: in

person, or emailed to the parties' NCCC-issued email or designated accounts. Once emailed, and/or received in-person, notice will be presumptively delivered.

9. Resolution Timeline

Neosho County Community College will make a good faith effort to complete the resolution process within a sixty-to-ninety (60-90) business day time period, including appeal if any, which can be extended as necessary for appropriate cause by the Title IX Coordinator, who will provide notice and rationale for any extensions or delays to the parties as appropriate, as well as an estimate of how much additional time will be needed to complete the process.

10. Appointment of Investigators

Once the decision to commence a formal investigation is made, the Title IX Coordinator appoints Pool members to conduct the investigation (typically using a team of two Investigators), usually within two (2) business days of determining that an investigation should proceed.

11. Ensuring Impartiality

Any individual materially involved in the administration of the resolution process including the Title IX Coordinator, Investigator(s), and Decision-maker(s) may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific Complainant or Respondent.

The Title IX Coordinator will vet the assigned Investigator(s) for impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. At any time during the resolution process, the parties may raise a concern regarding bias or conflict of interest, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another Pool member will be assigned and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is the Title IX Coordinator, concerns should be raised with the NCCC President.

The Formal Grievance Process involves an objective evaluation of all relevant evidence obtained, including evidence that supports that the Respondent engaged in a policy violation and evidence that supports that the Respondent did not engage in a policy violation. Credibility determinations may not be based solely on an individual's status or participation as a Complainant, Respondent, or witness.

NCCC operates with the presumption that the Respondent is not responsible for the reported misconduct unless and until the Respondent is determined to be responsible for a policy violation by the applicable standard of proof.

12. Investigation Timeline

Investigations are completed expeditiously, normally within thirty (30) business days, though some investigations may take weeks or even months, depending on the nature, extent, and complexity of the allegations, availability of witnesses, police involvement, etc.

NCCC will make a good faith effort to complete investigations as promptly as circumstances permit

and will communicate regularly with the parties to update them on the progress and timing of the investigation.

13. Delays in the Investigation Process and Interactions with Law Enforcement

NCCC may undertake a short delay in its investigation (several days to a few weeks) if circumstances require. Such circumstances include, but are not limited to: a request from law enforcement to temporarily delay the investigation, the need for language assistance, the absence of parties and/or witnesses, and/or accommodations for disabilities or health conditions.

NCCC will communicate in writing the anticipated duration of the delay and reason to the parties, and provide the parties with status updates if necessary. NCCC will promptly resume its investigation and resolution process as soon as feasible. During such a delay, NCCC will implement supportive measures as deemed appropriate.

NCCC action(s) or processes are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

14. Steps in the Investigation Process

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

All parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence and expert witnesses, and to fully review and respond to all evidence on the record. Recordings of interviews are not provided to the parties, but the parties will have the ability to review the transcript/summary of the interview once the investigation report is compiled.

The Investigator(s) typically take(s) the following steps, if not already completed (not necessarily in this order):

- Determine the identity and contact information of the Complainant
- Identify all policies implicated by the alleged misconduct and notify the Complainant and Respondent of all of the specific policies implicated
- Assist the Title IX Coordinator, if needed, with conducting a prompt initial assessment to determine if the allegations indicate a potential policy violation
- Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for all witnesses and the parties
- Meet with the Complainant to finalize their interview/statement, if necessary
- Work with the Title IX Coordinator, as necessary, to prepare the initial Notice of Investigation and Allegation (NOIA). The NOIA may be amended with any additional or dismissed allegations
    - Notice should inform the parties of their right to have the assistance of an Advisor, who could be a member of the Pool or an Advisor of their choosing present for all meetings attended by the party

- Provide each interviewed party and witness an opportunity to review and verify the Investigator's summary notes (or transcript) of the relevant evidence/testimony from their respective interviews and meetings
- Make good faith efforts to notify the parties of any meeting or interview involving the other party, in advance when possible
- When participation of a party is expected, provide that party with written notice of the date, time, and location of the meeting, as well as the expected participants and purpose
- Interview all available, relevant witnesses and conduct follow-up interviews as necessary
- Allow each party the opportunity to suggest witnesses and questions they wish the Investigator(s) to ask of the other party and witnesses, and document in the report which questions were asked, with a rationale for any changes or omissions
- Complete the investigation promptly and without unreasonable deviation from the intended timeline
- Provide regular status updates to the parties throughout the investigation
- Prior to the conclusion of the investigation, provide the parties and their respective Advisors (if so desired by the parties) with a list of witnesses whose information will be used to render a finding
- Write a comprehensive investigation report fully summarizing the investigation, all witness interviews, and addressing all relevant evidence. Appendices including relevant physical or documentary evidence will be included
- The Investigator(s) gather, assess, and synthesize evidence, but make no conclusions, engage in no policy analysis, and render no recommendations as part of their report
- Prior to the conclusion of the investigation, provide the parties and their respective Advisors (if so desired by the parties) a secured electronic or hard copy of the draft investigation report as well as an opportunity to inspect and review all of the evidence obtained as part of the investigation that is directly related to the reported misconduct, including evidence upon which the NCCC does not intend to rely in reaching a determination, for a ten (10) business day review and comment period so that each party may meaningfully respond to the evidence. The parties may elect to waive the full ten days. Each copy of the materials shared will be watermarked on each page with the role of the person receiving it (e.g., Complainant, Respondent, Complainant's Advisor, Respondent's Advisor).
- The Investigator(s) may elect to respond in writing in the investigation report to the parties' submitted responses and/or to share the responses between the parties for additional responses
- The Investigator(s) will incorporate relevant elements of the parties' written responses into the final investigation report, include any additional relevant evidence, make any necessary revisions, and finalize the report. The Investigator(s) should document all rationales for any changes made after the review and comment period
- The Investigator(s) shares the report with the Title IX Coordinator and/or legal counsel for their review and feedback
- The Investigator will incorporate any relevant feedback, and the final report is then shared with all parties and their Advisors through secure electronic transmission or hard copy at least ten (10) business days prior to a hearing. The parties and advisors are also provided with a file of any directly related evidence that was not included in the report

15. Role and Participation of Witnesses in the Investigation

Witnesses (as distinguished from the parties) who are employees of the NCCC are strongly encouraged to cooperate with and participate in the NCCC's investigation and resolution process. Student witnesses and witnesses from outside the NCCC community are encouraged to cooperate with NCCC investigations and to share what they know about a complaint.

Although in-person interviews for parties and all potential witnesses are ideal, circumstances (e.g., study abroad, summer break) may require individuals to be interviewed remotely. Skype, Zoom, FaceTime, WebEx, or similar technologies may be used for interviews if the Investigator(s) determine that timeliness, efficiency, or other reasons dictate a need for remote interviewing. The NCCC will take appropriate steps to reasonably ensure the security/privacy of remote interviews.

Witnesses may also provide written statements in lieu of interviews or choose to respond to written questions, if deemed appropriate by the Investigator(s), though not preferred. If a witness submits a written statement but does not intend to be and is not present for questioning at a hearing, their written statement may not be used as evidence.

16. Recording of Interviews

No unauthorized audio or video recording of any kind is permitted during investigation meetings. If Investigator(s) elect to audio and/or video record interviews, all involved parties should be made aware of audio and/or video recording.

17. Evidentiary Considerations in the Investigation

The investigation does not consider: 1) incidents not directly related to the possible violation, unless they evidence a pattern; or 2) questions and evidence about the Complainant's sexual predisposition; or 3) questions and evidence about the Complainant's prior sexual behavior, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.
Within the boundaries stated above, the investigation can consider character evidence generally, if offered, but that evidence is unlikely to be relevant unless it is fact evidence or relates to a pattern of conduct.

18. Referral for Hearing

Provided that the complaint is not resolved through Informal Resolution, once the final investigation report is shared with the parties, the Title IX Coordinator will refer the matter for a hearing.

The hearing cannot be held less than ten (10) business days from the conclusion of the investigation – when the final investigation report is transmitted to the parties and the Decision-maker – unless all parties and the Decision-maker agree to an expedited timeline.

The Title IX Coordinator will select an appropriate Decision-maker from the Pool depending on whether the Respondent is an employee or a student, and provide a copy of the investigation report. Allegations involving student-employees in the context of their employment will be directed to the appropriate Decision-maker depending on the context and nature of the alleged misconduct.

19. Hearing Decision-maker Composition

NCCC will designate a single Decision-maker or a three-member panel from the Pool, at the discretion of the Title IX Coordinator. The single Decision-maker will also Chair the hearing. With a panel, one of the three members will be appointed as Chair by the Title IX Coordinator.

The Decision-maker(s) will not have had any previous involvement with the investigation. The Title IX Coordinator may elect to have an alternate from the Pool sit in throughout the hearing process in the event that a substitute is needed for any reason.

Those who have served as Investigators will be witnesses in the hearing and therefore may not serve as Decision-makers. Those who are serving as Advisors for any party may not serve as Decision-makers in that matter.

The Title IX Coordinator may not serve as a Decision-maker or Chair in the matter but may serve as an administrative facilitator of the hearing if their previous role(s) in the matter do not create a conflict of interest. Otherwise, a designee may fulfill this facilitator role. The hearing will convene at a time and venue determined by the Chair or designee.

20. Evidentiary Considerations in the Hearing

Any evidence that the Decision-maker(s) determine(s) is relevant may be considered. The hearing does not consider: 1) incidents not directly related to the possible violation, unless they evidence a pattern; 2) questions and evidence about the Complainant's sexual predisposition; or 3) questions or evidence about the Complainant's prior sexual behavior, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

Within the boundaries stated above, the hearing can consider character evidence generally, if offered, but that evidence is unlikely to be relevant unless it is fact evidence or relates to a pattern of conduct.
Previous disciplinary action of any kind involving the Respondent may be considered in determining an appropriate sanction upon a determination of responsibility, assuming NCCC uses a progressive discipline system. This information is only considered at the sanction stage of the process, and is not shared until then.

The parties may each submit a written impact statement prior to the hearing for the consideration of the Decision-maker(s) at the sanction stage of the process when a determination of responsibility is reached.

After post-hearing deliberation, the Decision-maker(s) render(s) a determination based on the preponderance of the evidence; whether it is more likely than not that the Respondent violated the Policy as alleged.

21. Notice of Hearing

No less than ten (10) business days prior to the hearing[23], the Title IX Coordinator or the Chair will send notice of the hearing to the parties. Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

The notice will contain:

- A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable hearing procedures, and a statement of the potential sanctions/responsive actions that could result.
- The time, date, and location of the hearing.
- Description of any technology that will be used to facilitate the hearing.
- Information about the option for the live hearing to occur with the parties located in separate rooms using technology that enables the Decision-maker(s) and parties to see and hear a party or witness answering questions. Such a request must be raised with the Title IX Coordinator at least five (5) business days prior to the hearing.
- A list of all those who will attend the hearing, along with an invitation to object to any Decision-maker(s) on the basis of demonstrated bias or conflict of interest. This must be raised with the Title IX Coordinator at least two (2) business days prior to the hearing.
- Information on how the hearing will be recorded and on access to the recording for the parties after the hearing.
- A statement that if any party or witness does not appear at the scheduled hearing, the hearing may be held in their absence, and the party's or witness's testimony and any statements given prior to the hearing will not be considered by the Decision-maker(s). For compelling reasons, the Chair may reschedule the hearing.
- Notification that the parties may have the assistance of an Advisor of their choosing at the hearing and will be required to have one present for any questions they may desire to ask. The party must notify the Title IX Coordinator if they do not have an Advisor, and the NCCC will appoint one. Each party must have an Advisor present. There are no exceptions.
- A copy of all the materials provided to the Decision-maker(s) about the matter, unless they have been provided already.[24]
- An invitation to each party to submit to the Chair an impact statement pre-hearing that the Decision-maker(s) will review during any sanction determination.
- An invitation to contact the Title IX Coordinator to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed at the hearing, at least seven (7) business days prior to the hearing.
- Whether parties can/cannot bring mobile phones/devices into the hearing.

Hearings for possible violations that occur near or after the end of an academic term (assuming the Respondent is still subject to this Policy) and are unable to be resolved prior to the end of term will typically be held immediately after the end of the term or during the summer, as needed, to meet the resolution timeline followed by NCCC and remain within the 60-90 business day goal for resolution.

22. Alternative Hearing Participation Options

[23] Unless an expedited hearing is agreed to by all parties.

[24] The final investigation report may be shared using electronic means that preclude downloading, forwarding, or otherwise sharing.

If a party or parties prefer not to attend or cannot attend the hearing in person, the party should request alternative arrangements from the Title IX Coordinator or the Chair at least five (5) business days prior to the hearing.

The Title IX Coordinator or the Chair can arrange to use technology to allow remote testimony without compromising the fairness of the hearing. Remote options may also be needed for witnesses who cannot appear in person. Any witness who cannot attend in person should let the Title IX Coordinator or the Chair know at least five (5) business days prior to the hearing so that appropriate arrangements can be made.

23. Pre-Hearing Preparation

After any necessary consultation with the parties, the Chair will provide the names of persons who will be participating in the hearing, all pertinent documentary evidence, and the final investigation report to the parties at least ten (10) business days prior to the hearing.

Any witness scheduled to participate in the hearing must have been first interviewed by the Investigator(s) or have proffered a written statement or answered written questions, unless all parties and the Chair assent to the witness's participation in the hearing. The same holds for any evidence that is first offered at the hearing. If the parties and Chair do not assent to the admission of evidence newly offered at the hearing, the Chair may delay the hearing and/or instruct that the investigation needs to be re-opened to consider that evidence.

The parties will be given a list of the names of the Decision-maker(s) at least five (5) business days in advance of the hearing. All objections to any Decision-maker must be raised in writing, detailing the rationale for the objection, and must be submitted to the Title IX Coordinator as soon as possible and no later than two days prior to the hearing. Decision-makers will only be removed if the Title IX Coordinator concludes that their bias or conflict of interest precludes an impartial hearing of the allegation(s).

The Title IX Coordinator will give the Decision-maker(s) a list of the names of all parties, witnesses, and Advisors at least five (5) business days in advance of the hearing. Any Decision-maker who cannot make an objective determination must recuse themselves from the proceedings when notified of the identity of the parties, witnesses, and Advisors in advance of the hearing. If a Decision-maker is unsure of whether a bias or conflict of interest exists, they must raise the concern to the Title IX Coordinator as soon as possible.

During the ten (10) business day period prior to the hearing, the parties have the opportunity for continued review and comment on the final investigation report and available evidence. That review and comment can be shared with the Chair at a pre-hearing meeting or at the hearing and will be exchanged between each party by the Chair.

24. Pre-Hearing Meetings

The Chair may convene a pre-hearing meeting(s) with the parties and/or their Advisors and invite them to submit the questions or topics they (the parties and/or their Advisors) wish to ask or discuss at the hearing, so that the Chair can rule on their relevance ahead of time to avoid any improper

evidentiary introduction in the hearing or to provide recommendations for more appropriate phrasing.

However, this advance review opportunity does not preclude the Advisors from asking a question for the first time at the hearing or from asking for a reconsideration on a pre-hearing ruling by the Chair based on any new information or testimony offered at the hearing. The Chair must document and share with each party their rationale for any exclusion or inclusion at a pre-hearing meeting.

The Chair, only with full agreement of the parties, may decide in advance of the hearing that certain witnesses do not need to be present if their testimony can be adequately summarized by the Investigator(s) in the investigation report or during the hearing.

At each pre-hearing meeting with a party and their Advisor, the Chair will consider arguments that evidence identified in the final investigation report as relevant is, in fact, not relevant. Similarly, evidence identified as directly related but not relevant by the Investigator(s) may be argued to be relevant. The Chair may rule on these arguments pre-hearing and will exchange those rulings between the parties prior to the hearing to assist in preparation for the hearing. The Chair may consult with legal counsel and/or the Title IX Coordinator, or ask either or both to attend pre-hearing meetings.

The pre-hearing meeting(s) will not be recorded. The pre-hearing meetings may be conducted as separate meetings with each party/advisors, with all parties/advisors present at the same time, remotely, or as a paper-only exchange. The Chair will work with the parties to establish the format.

25. Hearing Procedures

At the hearing, the Decision-maker(s) has the authority to hear and make determinations on all allegations of discrimination, harassment, and/or retaliation and may also hear and make determinations on any additional alleged policy violations that occurred in concert with the discrimination, harassment, and/or retaliation, even though those collateral allegations may not specifically fall within the Policy on Equal Opportunity, Harassment, and Nondiscrimination.

Participants at the hearing will include the Chair, any additional panelists, the hearing facilitator, the Investigator(s) who conducted the investigation, the parties, Advisors to the parties, any called witnesses, the Title IX Coordinator, and anyone providing authorized accommodations, interpretation, and/or assistive services.

The Chair will answer all questions of procedure. Anyone appearing at the hearing to provide information will respond to questions on their own behalf.

The Chair will allow witnesses who have relevant information to appear at a portion of the hearing in order to respond to specific questions from the Decision-maker(s) and the parties, and the witnesses will then be excused.

26. Joint Hearings

In hearings involving more than one Respondent or in which two (2) or more Complainants have accused the same individual of substantially similar conduct, the default procedure will be to hear

the allegations jointly.

However, the Title IX Coordinator may permit the investigation and/or hearings pertinent to each Respondent to be conducted separately if there is a compelling reason to do so. In joint hearings, separate determinations of responsibility will be made for each Respondent with respect to each alleged policy violation.

27. The Order of the Hearing – Introductions and Explanation of Procedure

The Chair explains the procedures and introduces the participants. This may include a final opportunity for challenge or recusal of the Decision-maker(s) on the basis of bias or conflict of interest. The Chair will rule on any such challenge unless the Chair is the individual who is the subject of the challenge, in which case the Title IX Coordinator will review and decide the challenge.

The Chair AND/OR hearing facilitator then conducts the hearing according to the hearing script. At the hearing, recording, witness logistics, party logistics, curation of documents, separation of the parties, and other administrative elements of the hearing process are managed by a non-voting hearing facilitator/case manager appointed by the Title IX Coordinator.[25] The hearing facilitator may attend to: logistics of rooms for various parties/witnesses as they wait; flow of parties/witnesses in and out of the hearing space; ensuring recording and/or virtual conferencing technology is working as intended; copying and distributing materials to participants, as appropriate, etc.

28. Investigator Presents the Final Investigation Report

The Investigator(s) will then present a summary of the final investigation report, including items that are contested and those that are not, and will be subject to questioning by the Decision-maker(s) and the parties (through their Advisors). The Investigator(s) will be present during the entire hearing process, but not during deliberations.

Neither the parties nor the Decision-maker(s) should ask the Investigator(s) their opinions on credibility, recommended findings, or determinations, and Advisors and parties will refrain from discussion of or questions for Investigators about these assessments. If such information is introduced, the Chair will direct that it be disregarded.

29. Testimony and Questioning

Once the Investigator(s) present(s) the report and are questioned, the parties and witnesses may provide relevant information in turn, beginning with the Complainant, and then in the order determined by the Chair. The hearing will facilitate questioning of parties and witnesses by the Decision-maker(s) and then by the parties through their Advisors.

All questions are subject to a relevance determination by the Chair. The Advisor, who will remain seated during questioning, will pose the proposed question orally, electronically, or in writing (orally is the default, but other means of submission may be permitted by the Chair upon request if agreed to by all parties and the Chair), the proceeding will pause to allow the Chair to consider the question

[25] If not conflicted out by previous involvement, the Title IX Coordinator may serve as the hearing facilitator/case manager.

(and state it if it has not already been stated aloud), and the Chair will determine whether the question will be permitted, disallowed, or rephrased.

The Chair may invite explanations or persuasive statements regarding relevance with the Advisors, if the Chair so chooses. The Chair will then state their decision on the question for the record and advise the party/witness to whom the question was directed, accordingly. The Chair will explain any decision to exclude a question as not relevant, or to reframe it for relevance.

The Chair will limit or disallow questions on the basis that they are irrelevant, unduly repetitious (and thus irrelevant), or abusive. The Chair has final say on all questions and determinations of relevance. The Chair may consult with legal counsel on any questions of admissibility. The Chair may ask Advisors to frame why a question is or is not relevant from their perspective but will not entertain argument from the Advisors on relevance once the Chair has ruled on a question.

If the parties raise an issue of bias or conflict of interest of an Investigator or Decision-maker at the hearing, the Chair may elect to address those issues, consult with legal counsel, and/or refer them to the Title IX Coordinator, and/or preserve them for appeal. If bias is not in issue at the hearing, the Chair should not permit irrelevant questions that probe for bias.

30. Refusal to Submit to Questioning; Inferences

Cross-examination is an all or nothing proposition, meaning that if any relevant question is refused, no statements of that party or witness are admissible. Only if a party or witness is willing to submit to cross-examination, and answers all questions, will their statements prior to or at the hearing be fully admissible. If a party or witness chooses not to submit to cross-examination at the hearing, either because they do not attend the meeting, or they attend but refuse to participate in questioning, then the Decision-maker(s) may not rely on any prior statement made by that party or witness at the hearing (including those contained in the investigation report) in the ultimate determination of responsibility. The Decision-maker(s) must disregard all such statements. Evidence provided that is something other than a statement by the party or witness may be considered.

Whether a party or witness does or does not answer questions from the Decision-maker, their statements will be admissible as long as they are willing to submit to cross-examination questions, even if they are not asked such questions. The Decision-maker(s) may not draw any inference solely from a party's or witness's absence from the hearing or refusal to answer cross-examination or other questions.

If collateral charges of policy violations other than sexual harassment are considered at the same hearing, the Decision-maker(s) may consider all evidence it deems relevant, may rely on any relevant statement as long as the opportunity for questioning is afforded to all parties through their Advisors, and may draw reasonable inferences from any decision by any party or witness not to participate or respond to questions.

If a party's Advisor of choice refuses to comply with the NCCC's established rules of decorum for the hearing, the NCCC may require the party to use a different Advisor. If a NCCC-provided Advisor refuses to comply with the rules of decorum, the NCCC may provide that party with a different Advisor to conduct questioning on behalf of that party.

An Advisor may not be called as a witness at a hearing to testify to what their advisee has told them during their role as an Advisor unless the party being advised consents to that information being shared. It is otherwise considered off-limits, and an Advisor who is an institutional employee is temporarily alleviated from mandated reporter responsibilities related to their interaction with their advisee during the resolution process.

31. Recording Hearings

Hearings (but not deliberations) are recorded by NCCC for purposes of review in the event of an appeal. The parties may not record the proceedings and no other unauthorized recordings are permitted.

The Decision-maker(s), the parties, their Advisors, and appropriate administrators of NCCC will be permitted to listen to the recording or review a transcript of the recording in a controlled environment determined by the Title IX Coordinator, upon request. No person will be given or be allowed to make a copy of the recording without permission of the Title IX Coordinator.

32. Deliberation, Decision-making, and Standard of Proof

The Decision-maker(s) will deliberate in closed session to determine whether the Respondent is responsible or not responsible for the policy violation(s) in question. If a panel is used, a simple majority vote is required to determine the finding. The preponderance of the evidence standard of proof is used. The hearing facilitator may be invited to attend the deliberation by the Chair, but is there only to facilitate procedurally, not to address the substance of the allegations.

When there is a finding of responsibility on one or more of the allegations, the Decision-maker(s) may then consider the previously submitted party impact statements in determining appropriate sanction(s).
The Chair will ensure that each of the parties has an opportunity to review any impact statement submitted by the other party(ies). The Decision-maker(s) may – at their discretion – consider the statements, but they are not binding.
The Decision-maker(s) will review the statements and any pertinent conduct history provided by appropriate administrator and will recommend the appropriate sanction(s) in consultation with other appropriate administrators, as required.

The Chair will then prepare a written deliberation statement and deliver it to the Title IX Coordinator, detailing the determination, rationale, the evidence used in support of its determination, the evidence not relied upon in its determination, credibility assessments, and any sanctions or recommendations.

This report is typically three (3) to five (5) pages in length and must be submitted to the Title IX Coordinator within two (2) business days of the end of deliberations, unless the Title IX Coordinator grants an extension. If an extension is granted, the Title IX Coordinator will notify the parties.

33. Notice of Outcome

Using the deliberation statement, the Title IX Coordinator will work with the Chair to prepare a

Notice of Outcome letter. The Notice of Outcome may then be reviewed by legal counsel. The Title IX Coordinator will then share the letter, including the final determination, rationale, and any applicable sanction(s) with the parties and their Advisors within 7 business days of receiving the Decision-maker(s)' deliberation statement.

The Notice of Outcome will be shared with the parties simultaneously. 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 NCCC records[26], or emailed to the parties' NCCC-issued email or otherwise approved account. Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

The Notice of Outcome will articulate the specific policy(ies) reported to have been violated, including the relevant policy section, and will contain a description of the procedural steps taken by NCCC from the receipt of the misconduct report to the determination, including any and all notifications to the parties, interviews with parties and witnesses, site visits, methods used to obtain evidence, and hearings held.

The Notice of Outcome will specify the finding on each alleged policy violation; the findings of fact that support the determination; conclusions regarding the application of the relevant policy to the facts at issue; a statement of, and rationale for, the result of each allegation to the extent NCCC is permitted to share such information under state or federal law; any sanctions issued which NCCC is permitted to share according to state or federal law; and whether remedies will be provided to the Complainant to ensure access to NCCC's educational or employment program or activity.

The Notice of Outcome will also include information on when the results are considered by NCCC to be final, any changes that occur prior to finalization, and the relevant procedures and bases for any available appeal options.

34. Statement of the Rights of the Parties (see Appendix C)

35. Sanctions

Factors considered when determining a sanction/responsive action may include, but are not limited to:

- The nature, severity of, and circumstances surrounding the violation(s)
- The Respondent's disciplinary history
- The need for sanctions/responsive actions to bring an end to the discrimination, harassment, and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment, and/or retaliation
- The need to remedy the effects of the discrimination, harassment, and/or retaliation on the Complainant and the community
- The impact on the parties
- Any other information deemed relevant by the Decision-maker(s)

The sanctions will be implemented as soon as is feasible, either upon the outcome of any appeal or

[26] Again, consider the confidentiality implications of sending mail to a home address.

the expiration of the window to appeal without an appeal being requested.

The sanctions described in this policy are not exclusive of, and may be in addition to, other actions taken or sanctions imposed by external authorities.

a. Student Sanctions

The following are the usual sanctions[27] that may be imposed upon students or organizations singly or in combination[28]:

- *Warning:* A formal statement that the conduct was unacceptable and a warning that further violation of any NCCC policy, procedure, or directive will result in more severe sanctions/responsive actions.
- *Required Counseling:* A mandate to meet with and engage in either NCCC-sponsored or external counseling to better comprehend the misconduct and its effects.
- *Probation:* A written reprimand for violation of institutional policy, providing for more severe disciplinary sanctions in the event that the student or organization is found in violation of any institutional policy, procedure, or directive within a specified period of time. Terms of the probation will be articulated and may include denial of specified social privileges, exclusion from co-curricular activities, exclusion from designated areas of campus, no-contact orders, and/or other measures deemed appropriate.
- *Suspension:* Termination of student status for a definite period of time not to exceed two years and/or until specific criteria are met. Students who return from suspension are automatically placed on probation through the remainder of their tenure as a student at NCCC.
- *Expulsion:* Permanent termination of student status and revocation of rights to be on campus for any reason or to attend NCCC-sponsored events. This sanction will be noted permanently as a Conduct Expulsion on the student's official transcript, [subject to any applicable expungement policies.]
- *Withholding Diploma*: NCCC may withhold a student's diploma for a specified period of time and/or deny a student participation in commencement activities as a sanction if the student is found responsible for an alleged violation.
- *Revocation of Degree:* NCCC reserves the right to revoke a degree previously awarded from NCCC for fraud, misrepresentation, and/or other violation of NCCC policies, procedures, or directives in obtaining the degree, or for other serious violations committed by a student prior to graduation.
- *Organizational Sanctions*: Deactivation, loss of recognition, loss of some or all privileges (including NCCC registration) for a specified period of time.
- *Other Actions:* In addition to or in place of the above sanctions, the NCCC may assign any other sanctions as deemed appropriate.

1) Warning: A notice in writing to the student that the student is violating or has violated institutional regulations.
2) Probation: A written reprimand for violation of specified regulations. Probation is for a designated period of time and includes the probability of more severe disciplinary sanctions if

[27] NCCC policies on transcript notation will apply to these proceedings.
[28] Subject to NCCC's Organizational Code of Conduct.

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

b. Employee Sanctions/Responsive/Corrective Actions

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

- *Warning – Verbal or Written*
- *Performance Improvement Plan/Management Process*
- *Enhanced supervision, observation, or review*
- *Required Counseling*
- *Required Training or Education*
- *Probation*
- *Denial of Pay Increase/Pay Grade*
- *Loss of Oversight or Supervisory Responsibility*
- *Demotion*
- *Transfer*
- *Reassignment*
- *Delay of tenure track progress*
- *Assignment to new supervisor*
- *Restriction of stipends, research, and/or professional development resources*
- *Suspension with pay*
- *Suspension without pay*
- *Termination*
- *Other Actions:* In addition to or in place of the above sanctions/responsive actions, NCCC may assign any other responsive actions as deemed appropriate.

36. Withdrawal or Resignation While Charges Pending

a. Students: Should a Respondent decide not to participate in the resolution process, the process proceeds absent their participation to a reasonable resolution. Should a student Respondent permanently withdraw from NCCC, the resolution process ends with a dismissal, as NCCC no longer has disciplinary jurisdiction over the withdrawn student.

However, NCCC will continue to address and remedy any systemic issues or concerns that may have contributed to the alleged violation(s), and any ongoing effects of the alleged harassment,

discrimination, and/or retaliation. The student who permanently withdraws from NCCC while the process is pending may not return to the NCCC in any capacity. Admissions and Human Resources will be notified, accordingly. Such exclusion applies to all campuses of NCCC].

If the student Respondent only withdraws or takes a leave for a specified period of time (e.g., one semester or term), the resolution process may continue remotely and that student is not permitted to return to NCCC unless and until all sanctions, if any, have been satisfied.

b. Employees: Should an employee Respondent resign with unresolved allegations pending, the resolution process ends with dismissal, as NCCC no longer has disciplinary jurisdiction over the resigned employee.

However, NCCC will continue to address and remedy any systemic issues or concerns that contributed to the alleged violation(s), and any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

The employee who resigns with unresolved allegations pending is not eligible for admission or rehire with NCCC or any campus of NCCC, and the records retained by the Title IX Coordinator will reflect that status.

All NCCC responses to future inquiries regarding employment references for that individual will include that the former employee resigned during a pending disciplinary matter.

37. Appeals

Any party may file a request for appeal ("Request for Appeal"), but it must be submitted in writing to the Title IX Coordinator within 3 days of the delivery of the Notice of Outcome.
A single Appeal Decision-maker will Chair the appeal. No appeal Decision-maker will have been involved in the process previously, including in any dismissal appeal that may have been heard earlier in the process.
The Request for Appeal will be forwarded to the Appeal Chair or designee for consideration to determine if the request meets the grounds for appeal (a Review for Standing).
This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is timely filed.

a. Grounds for Appeal

Appeals are limited to the following grounds:

(A) Procedural irregularity that affected the outcome of the matter;

(B) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

(C) The Title IX Coordinator, Investigator(s), or Decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that affected the outcome of the matter.

If any of the grounds in the Request for Appeal do not meet the grounds in this Policy, that request will be denied by the Appeal Chair, and the parties and their Advisors will be notified in writing of the denial and the rationale.

If any of the grounds in the Request for Appeal meet the grounds in this Policy, then the Appeal Chair will notify the other party(ies) and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigators and/or the original Decision-maker(s).

The other party(ies) and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigators and/or the original Decision-maker(s) will be mailed, emailed, and/or provided a hard copy of the request for an appeal with the approved grounds and then be given 3 business days to submit a response to the portion of the appeal that was approved and involves them. All responses, if any, will be forwarded by the Chair to all parties for review and comment.

The non-appealing party (if any) may also choose to raise a new ground for appeal at this time. If so, that will be reviewed to determine if it meets the grounds in this Policy by the Appeal Chair and either denied or approved. If approved, it will be forwarded to the party who initially requested an appeal, the Investigator(s) and/or original Decision-maker(s), as necessary, who will submit their responses, if any, in 3 business days, which will be circulated for review and comment by all parties. If not approved, the parties will be notified accordingly, in writing.

Neither party may submit any new requests for appeal after this time period. The Appeal Chair will collect any additional information needed and all documentation regarding the approved grounds for appeal, and the subsequent responses will be shared with the Appeal Chair and the Chair will render a decision in no more than 7 business days, barring exigent circumstances. All decisions apply the preponderance of the evidence standard.
A Notice of Appeal Outcome will be sent to all parties simultaneously including the decision on each approved ground and rationale for each decision. The Notice of Appeal Outcome will specify the finding on each ground for appeal, any specific instructions for remand or reconsideration, any sanctions that may result which NCCC is permitted to share according to state or federal law, and the rationale supporting the essential findings to the extent NCCC is permitted to share under state or federal law.

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 institutional records, or emailed to the parties' NCCC-issued email or otherwise approved account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered.

b. Sanctions Status During the Appeal

Any sanctions imposed as a result of the hearing are stayed during the appeal process.
Supportive measures may be reinstated, subject to the same supportive measure procedures above.
If any of the sanctions are to be implemented immediately post-hearing, but pre-appeal, then emergency removal procedures (detailed above) for a show cause meeting on the justification for doing so must be permitted within 48 hours of implementation.
If the original sanctions include separation in any form, NCCC may place a hold on official transcripts, diplomas, graduations, and course registration pending the outcome of an appeal. The Respondent

may request a stay of these holds from the Title IX Coordinator within two (2) business days of the notice of the sanctions. The request will be evaluated by the Title IX Coordinator or designee, whose determination is final.

c. Appeal Considerations

- Appeals are not intended to provide for a full re-hearing (de novo) of the allegation(s). In most cases, appeals are confined to a review of the written documentation or record of the original hearing and pertinent documentation regarding the specific grounds for appeal.
- Decisions on appeal are to be deferential to the original decision, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is a compelling justification to do so.
- An appeal is not an opportunity for Appeal Decision-makers to substitute their judgment for that of the original Decision-maker(s) merely because they disagree with the finding and/or sanction(s).
- The Appeal Chair/Decision-maker(s) may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale, for clarification, if needed. Documentation of all such consultation will be maintained.
- Appeals granted should normally be remanded (or partially remanded) to the original Investigator(s) and/or Decision-maker(s) for reconsideration.
- 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 in the case of a new hearing).
- In rare cases where an error cannot be cured by the original Decision-maker(s) (as in cases of bias), the appeal Chair may order a new investigation with new investigators and/or a new hearing with a new Decision-maker(s).
- The results of a remand to a Decision-maker(s) cannot be appealed. The results of a new hearing can be appealed, once, on any of the three available appeal grounds.
- In cases in which the appeal results in reinstatement to NCCC or resumption of privileges, all reasonable attempts will be made to restore the Respondent to their prior status, recognizing that some opportunities lost may be irreparable in the short term.

38. Long-Term Remedies/Other Actions

Following the conclusion of the resolution process, and in addition to any sanctions implemented, the Title IX Coordinator may implement additional long-term remedies or actions with respect to the parties and/or the campus community that are intended to stop the harassment, discrimination, and/or retaliation, remedy the effects, and prevent reoccurrence.

These remedies/actions may include, but are not limited to:

- Referral to counseling and health services
- Education to the individual and/or the community
- Permanent alteration of housing assignments
- Permanent alteration of work arrangements for employees
- Provision of campus safety escorts
- Policy modification and/or training
- Provision of transportation accommodations

- Implementation of long-term contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Coordinator, certain long-term support or measures may also be provided to the parties even if no policy violation is found.
When no policy violation is found, the Title IX Coordinator will address any remedies owed by the NCCC to the Respondent to ensure no effective denial of educational access.
The NCCC will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair the NCCC's ability to provide these services.

39. Failure to Comply with Sanctions and/or Responsive Actions

All Respondents are expected to comply with the assigned sanctions, responsive actions, and/or corrective actions within the timeframe specified by the final Decision-maker(s) (including the Appeal Chair).

Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension, expulsion, and/or termination from NCCC.

A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator.

40. Recordkeeping

NCCC will maintain for a period of at least seven years records of:

1. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under federal regulation;
2. Any disciplinary sanctions imposed on the Respondent;
3. Any remedies provided to the Complainant designed to restore or preserve equal access to NCCC's education program or activity;
4. Any appeal and the result therefrom;
5. Any Informal Resolution and the result therefrom;
6. All materials used to train Title IX Coordinators, Investigators, Decision-makers, and any person who facilitates an Informal Resolution process. NCCC will make these training materials publicly available on NCCC's website. and
7. Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, including:
    a. The basis for all conclusions that the response was not deliberately indifferent;
    b. Any measures designed to restore or preserve equal access to NCCC's education program or activity; and
    c. If no supportive measures were provided to the Complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

NCCC will also maintain any and all records in accordance with state and federal laws.

41. Disabilities Accommodations in the Resolution Process

NCCC is committed to providing reasonable accommodations and support to qualified students, employees, or others with disabilities to ensure equal access to NCCC's resolution process.

Anyone needing such accommodations or support should contact the Dean for Students Services on the Chanute campus and the Dean for the Ottawa and Online campuses on the Ottawa campus, or the Director of Human Resources if an employee, who will review the request and, in consultation with the person requesting the accommodation and the Title IX Coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

42. Revision of this Policy and Procedures

This Policy and procedures supersede any previous policy(ies) addressing harassment, sexual misconduct, discrimination, and/or retaliation for incidents occurring on or after August 14, 2020, under Title IX and will be reviewed and updated annually by the Title IX Coordinator. NCCC reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

During the resolution process, the Title IX Coordinator may make minor modifications to procedures that do not materially jeopardize the fairness owed to any party, such as to accommodate summer schedules. The Title IX Coordinator may also vary procedures materially with notice (on the institutional website, with the appropriate effective date identified) upon determining that changes to law or regulation require Policy or procedural alterations not reflected in this Policy and procedures.

If government laws or regulations change – or court decisions alter – the requirements in a way that impacts this document, this document will be construed to comply with the most recent government laws or regulations or court holdings.
This document does not create legally enforceable protections beyond the protections of the background state and federal laws which frame such policies and codes, generally.

ATIXA 2020 ONE POLICY, TWO PROCEDURES MODEL
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APPENDIX A: POLICY EXAMPLES

Some examples of possible sexual harassment include:[29]

- A professor offers for a student to have sex or go on a date with them in exchange for a good grade. This constitutes sexual 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 graphic, sexually-oriented jokes and pictures around campus via social media to hundreds of other students. Many don't find it funny and ask them to stop, but they do not. Because of these jokes, one student avoids the sender on campus and in the residence hall in which they both live, eventually asking to move to a different building and dropping a class they had together.

- A professor engages students in class in discussions about the students' past sexual experiences, yet the conversations are not in any way germane to the subject matter of the class. The professor inquires about explicit details and demands that students answer them, though the students are clearly uncomfortable and hesitant.

- An ex-partner widely spreads false stories about their sex life with their former partner to the clear discomfort and frustration of the former partner, turning the former partner into a social pariah on campus.

- Chris has recently transitioned from male to non-binary, but primarily expresses as a female. Since their transition, Chris has noticed that their African Studies professor, Dr. Mukembo, pays them a lot more attention. Chris is sexually attracted to Professor Mukembo and believes the attraction is mutual. Chris decides to act on the attraction. One day, Chris visits Dr. Mukembo during office hours, and after a long conversation about being non-binary, Chris kisses Dr. Mukembo. Dr. Mukembo is taken aback, stops the kiss, and tells Chris not to do that. Dr. Mukembo explains to Chris that they are not interested in Chris sexually or romantically. Chris takes it hard, crying to Dr. Mukembo about how hard it is to find someone who is interested in them now based on their sexual identity. Dr. Mukembo feels sorry for Chris and softens the blow by telling them that no matter whether they like Chris or not, faculty-student relationships are prohibited by the university. Chris takes this as encouragement. One night, Chris goes to a gay bar some distance from campus and sees Dr. Mukembo there. Chris tries to buy Dr. Mukembo a drink and, again, tries to kiss Dr. Mukembo. Dr. Mukembo leaves the bar abruptly. The next day, Chris makes several online posts that out Dr. Mukembo as gay and raise questions about whether they are sexually involved with students. Dr. Mukembo contacts the Title IX Office and alleges that Chris is sexually harassing him.

Examples of Stalking

- Students A and B were "friends with benefits." Student A wanted a more serious relationship, which caused student B to break it off. Student A could not let go and pursued student B relentlessly. Student B obtained a campus no-contact order. Subsequently, Student

[29] ATIXA recommends incorporation of examples into policy as an educational and preventive tool. Some campuses may prefer to break these out into separate documents or resources.

B discovered their social media accounts were being accessed, and things were being posted and messaged as if they were from them, but they were not. Whoever accessed their account posted a picture of a penis, making it look as if Student B had sent out a picture of themselves, though it was not their penis. This caused them considerable embarrassment and social anxiety. They changed their passwords, only to have it happen again. Seeking help from the Title IX Coordinator, Student B met with the IT department, which discovered an app on their phone and a keystroke recorder on their laptop, both of which were being used to transmit their data to a third party.

- A graduate 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 graduate student thanked the student and stated that it was not necessary and would appreciate it if the gift deliveries stopped. 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 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. If I can't have you, no one will."

Examples of Sexual Assault:

- 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 p.m. until 3:00 a.m., Bill uses every line he can think of to convince Amanda to have sex with him, but she adamantly refuses. Despite her clear communications that she is not interested in doing anything sexual with him, Bill keeps at her, questions her religious convictions, and accuses her of being "a prude." He brings up several rumors that he has heard about how she performed oral sex on a number of other guys. Finally, it seems to Bill that her resolve is weakening, and he convinces her to "jerk him off" (hand to genital contact). Amanda would have never done it but for Bill's incessant coercion.

- Jiang is a junior. Beth is a sophomore. 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, soon become more intimate, and start to make out. Jiang verbally expresses his desire to have sex with Beth. Beth, who was abused by a babysitter at the age of five and avoids sexual relations as a result, 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 Beth, 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.

- 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 apartment, and John comes on to Kevin, initiating sexual activity. Kevin asks John if he is really up to this, and John says yes. They remove each other's clothes, 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 came to again. When Kevin runs into John the next day, he thanks him for the great night. John remembers nothing and decides to make a report to the Dean.

Examples of Retaliation:

- Student-athlete A alleges sexual harassment by a coach; the coach subsequently cuts the student-athlete's playing time without a legitimate justification.
- A faculty member alleges gender inequity in pay within her department; the Department Chair then revokes approval for the faculty member to attend a national conference, citing the faculty member's tendency to "ruffle feathers."
- A student from Organization A participates in a sexual harassment investigation as a witness whose testimony is damaging to the Respondent, who is also a member of Organization A; the student is subsequently removed as a member of Organization A because of their participation in the investigation.

APPENDIX B: AN ATIXA FRAMEWORK FOR INFORMAL RESOLUTION (IR)

ATIXA has framed a process for IR that includes:

1. A response based on supportive measures; and/or
2. A response based on a Respondent accepting responsibility; and/or
3. A response based on alternative resolution, which could include various approaches and/or facilitation of dialogue.

Alternative resolution approaches such as mediation, restorative practices, and transformative justice are likely to be used more and more often by colleges and universities. ATIXA does not endorse these approaches as better or worse than other formal or informal approaches.
ATIXA believes that if they are to be used in and are effective for sex offenses, they need to be designed and executed carefully and thoughtfully and be facilitated by well-trained personnel who take the necessary time to prepare and lay a foundation for success. Although no approach is a panacea, the framework below can help to lay that foundation, regardless of which approach(es) are used.
Here are the principles to be considered in supporting various approaches to informal resolution:

- IR can be applied in any sex/gender-based interpersonal conflict but may not be appropriate or advisable in cases involving violent incidents (sexual violence, stalking, domestic and dating violence, severe sexual harassment, sexual exploitation, etc.)
- Situations involving dangerous patterns or significant ongoing threat to the community should not be resolved by IR.
- The determination of whether to permit an IR-based resolution is entirely at the discretion of the Title IX Coordinator (TIXC) and in line with the requirements for IR laid out in the Title IX regulations.
- Any party can end IR early-, mid-, or late-process for any reason or no reason.
- IR can be attempted before and in lieu of formal resolution as a diversionary resolution (although a formal complaint must be filed if you are within Section 106.30, per OCR).
- Alternative approaches can inform formal resolution, as in a formal resolution model infused with restorative practices.
- IR could be deployed after formal resolution, as an adjunct healing/catharsis opportunity (that could potentially mitigate sanctions or be a form of sanction).
- Alternative Resolution approaches to IR must be facilitated by NCCC or a third-party. There may be value in creating clearly agreed-upon ground rules, which the parties must sign in advance and agree to abide by, otherwise the informal resolution process may be deemed to have failed.
- Technology-facilitated IR can be made available, should the parties not be able or willing to meet in person.
- If IR fails, a formal resolution can take place thereafter. No evidence elicited within the “safe space” of the IR facilitation is later admissible in the formal resolution unless all parties consent.
- With cases involving violence, the preferred alternative approach typically involves a minimal number of essential parties and is not a restorative circle approach with many constituents, in order to ensure confidentiality.
- Some approaches require a reasonable gesture toward accountability (this could be more than an acknowledgement of harm) and some acceptance, or at least recognition, by the Respondent that catharsis is of value and likely the primary goal of the Complainant. A full admission by the Respondent is not a prerequisite. This willingness needs to be vetted carefully in advance by the TIXC before determining that an incident is amenable/appropriate for resolution by IR.

- IR can result in an accord or agreement between the parties (Complainant, Respondent, NCCC), which is summarized in writing by and enforced by NCCC. This can be a primary goal of the process.
- IR can result in the voluntary imposition of safety measures, remedies, and/or agreed-upon resolutions by the parties that are enforceable by NCCC. These can be part of the accord/agreement.
- As a secondary goal, IR can result in the voluntary acceptance of "sanctions," meaning that a Respondent could agree to withdraw, self-suspend (by taking a leave of absence), or undertake other restrictions/transfers/online course options that would help to ensure the safety/educational access of the Complainant, in lieu of formal sanctions that would create a formal record for the Respondent. These are enforceable by NCCC as part of the accord/agreement, as may be terms of mutual release, non-disparagement, and/or non-disclosure.
- Although a non-disclosure agreement (NDA) could result from IR, it would have to be mutually agreed-upon by the parties in an environment of non-coercion verified by the TIXC.
- Institutions must develop clear rules for managing/facilitating the conference/meeting/dialogue of alternative resolution approaches, to ensure they are civil, age-appropriate, culturally-competent, reflective of power imbalances, and maximize the potential for the resolution process to result in catharsis, restoration, remedy, etc., for the harmed party(ies).

APPENDIX C: STATEMENT OF RIGHTS OF THE PARTIES

- The right to an equitable investigation and resolution of all credible allegations of prohibited harassment, discrimination, and/or retaliation made in good faith to NCCC officials.

- The right to timely written notice of all alleged violations, including the identity of the parties involved (if known), the precise misconduct being alleged, the date and location of the alleged misconduct (if known), the implicated policies and procedures, and possible sanctions.

- The right to timely written notice of any material adjustments to the allegations (e.g., additional incidents or allegations, additional Complainants, unsubstantiated allegations) and any attendant adjustments needed to clarify potentially implicated policy violations.

- The right to be informed in advance of any public release of information by NCCC regarding the allegation(s) or underlying incident(s), whenever possible.

- The right not to have any personally identifiable information released by NCCC to the public without consent provided, except to the extent permitted by law.

- The right to be treated with respect by NCCC officials.

- The right to have NCCC Policy and these 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 NCCC officials from reporting sexual harassment, discrimination, and/or retaliation to both on-campus and off-campus authorities.

- The right to be informed by NCCC officials of options to notify proper law enforcement authorities, including on-campus and local police, and the option(s) to be assisted by NCCC in notifying such authorities, if the party so chooses. This also includes the right not to be pressured to report.

- The right to have allegations of violations of this Policy responded to promptly and with sensitivity by NCCC law enforcement and/or other NCCC officials.

- The right to be informed of available supportive measures, such as counseling; advocacy; health care; student financial aid, visa, and immigration assistance; and/or other services, both on campus and in the community.

- The right to a NCCC-implemented no-contact order (or a no-trespass order against a non-affiliated third party) when a person has engaged in or threatens to engage in stalking, threatening, harassing, or other improper conduct.

The right to be informed of available assistance in changing academic, living, and/or working situations after an alleged incident of discrimination, harassment, and/or retaliation, if such changes

are reasonably available. No formal report, or investigation, either campus or criminal, needs to occur before this option is available. Such actions may include, but are not limited to:

- Relocating an on-campus student's housing to a different on-campus location
- Assistance from NCCC staff in completing the relocation
- Changing an employee's work environment (e.g., reporting structure, office/workspace relocation)
- Transportation accommodations
- Visa/immigration assistance
- Arranging to dissolve a housing contract and provide a pro-rated refund
- Exam, paper, and/or assignment rescheduling or adjustment
- Receiving an incomplete in, or a withdrawal from, a class (may be retroactive)
- Transferring class sections
- Temporary withdrawal/leave of absence (may be retroactive)
- Campus safety escorts
- Alternative course completion options.

- The right to have NCCC maintain such actions for as long as necessary and for supportive measures to remain confidential, provided confidentiality does not impair NCCC's ability to provide the supportive measures.

- The right to receive sufficiently advanced, written notice of any meeting or interview involving the other party, when possible.

- The right to have the Investigator(s), Advisors, and/or Decision-maker(s) identify and question relevant available witnesses, including expert witnesses.

- The right to provide the Investigator(s)/Decision-maker(s) with a list of questions that, if deemed relevant by the Investigator(s)/Decision-maker(s), may be asked of any party or witness.

- The right to have inadmissible prior sexual predisposition/history or irrelevant character evidence excluded by the decision-maker.

- The right to know the relevant and directly related evidence obtained and to respond to that evidence.

- The right to a fair opportunity to provide the Investigator(s) with their account of the alleged misconduct and have that account be on the record.

- The right to receive a copy of all relevant and directly related evidence obtained by the investigation, subject to privacy limitations imposed by state and federal law, and a ten (10) business day period to review and comment on the evidence.

- The right to receive a copy of the final investigation report, including all factual, policy, and/or credibility analyses performed, and to have at least ten (10) business days to review and comment on the report prior to the hearing.

- The right to be informed of the names of all witnesses whose information will be used to make a finding, in advance of that finding, when relevant.
- The right to regular updates on the status of the investigation and/or resolution.
- The right to have reports of alleged Policy violations addressed by Investigators, Title IX Coordinators, and Decision-maker(s) who have received relevant annual training.
- The right to a Hearing Panel that is not single-sex in its composition, if a panel is used.
- The right to preservation of confidentiality/privacy, to the extent possible and permitted by law.
- The right to meetings, interviews, and/or hearings that are closed to the public.
- The right to petition that any NCCC representative in the process be recused on the basis of disqualifying bias and/or conflict of interest.
- The right to have an Advisor of their choice to accompany and assist the party in all meetings and/or interviews associated with the resolution process.
- The right to the use of the appropriate standard of evidence, (preponderance of the evidence) to make a finding after an objective evaluation of all relevant evidence.
- The right to be present, including presence via remote technology, during all testimony given and evidence presented during any formal grievance hearing.
- The right to have an impact statement considered by the Decision-maker(s) following a determination of responsibility for any allegation, but prior to sanctioning.
- The right to be promptly informed in a written Notice of Outcome letter of the finding(s) and sanction(s) of the resolution process (if any) and a detailed rationale of the decision (including an explanation of how credibility was assessed), delivered simultaneously (without undue delay) to the parties.
- The right to be informed in writing of when a decision by NCCC is considered final and any changes to the final determination or sanction(s) that occur post Notification of Outcome.
    - The right to be informed of the opportunity to appeal the finding(s) and sanction(s) of the resolution process, and the procedures for doing so in accordance with the standards for appeal established by NCCC.
- The right to a fundamentally fair resolution as defined in these procedures.

APPENDIX D: PROCESS B[30]

- Process B is applicable when the Title IX Coordinator determines Process A is inapplicable, or offenses subject to Process A have been dismissed.
- If Process A is applicable, Process A must be applied in lieu of Process B[31].

INTERIM RESOLUTION PROCESS FOR ALLEGED VIOLATIONS OF THE POLICY ON EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION

NCCC will act on any formal or informal allegation or notice of violation of the policy on Equal Opportunity, Harassment and Nondiscrimination that is received by the Title IX Coordinator[32] or a member of the administration, faculty, or other employee, with the exception of confidential resources, as articulated in the Policy above.

The procedures described below apply to all allegations of harassment, discrimination, and/or retaliation on the basis of protected class status involving students, staff, faculty members, or third parties. Unionized or other categorized employees will be subject to the terms of their respective collective bargaining agreements/employees' rights.

These procedures may also be used to address collateral misconduct arising from the investigation of or occurring in conjunction with harassing, discriminatory, or retaliatory conduct (e.g., vandalism, physical abuse of another). All other allegations of misconduct unrelated to incidents covered by this Policy will be addressed through the procedures elaborated in the respective board policy.

1. Initial Assessment

Following intake, receipt of notice, or a complaint of an alleged violation of NCCC's nondiscrimination Policy, the Title IX Coordinator[33] engages in an initial assessment, which is typically one to five (1-5) business days in duration. The steps in an initial assessment can include:

- The Title IX Coordinator reaches out to the Complainant to offer supportive measures.
- The Title IX Coordinator works with the Complainant to ensure they have an Advisor.
- The Title IX Coordinator works with the Complainant to determine which of three options to pursue: A Supportive Response, an Informal Resolution, or an Administrative Resolution.
    - If a Supportive Response is preferred, the Title IX Coordinator works with the Complainant to identify their wishes and then seeks to facilitate implementation. An

[30] This process may be legally insufficient for public institutions in states/jurisdictions that have adopted live hearing/cross-examination and/or formal due process requirements. It would also be insufficient for private institutions in California and the Third Circuit, which should use Process A or some variation thereof.

[31] NCCC can substitute any alternative process instead of Process B, if desired. VAWA Section 304 requirements apply to Process B or any alternative process for reports that fall under VAWA.
Title IX requirements outside of Section 106.30 (based on the original 1975 regulations, the 2001 Revised Guidance, etc.) may also be applicable to Process B.

[32] All references herein to a Title IX Coordinator also include a designee of the Title IX Coordinator.

[33] If circumstances require, the President or Title IX Coordinator will designate another person to oversee the process below should an allegation be made about the Coordinator or the Coordinator be otherwise unavailable or unable to fulfill their duties.

Administrative Resolution process is not initiated, though the Complainant can elect to initiate it later, if desired.

- If an Informal Resolution option is preferred, the Title IX Coordinator assesses whether the complaint is suitable for informal resolution, and may seek to determine if the Respondent is also willing to engage in Informal Resolution.
- If Administrative Resolution is preferred, the Title IX Coordinator initiates the investigation process and determines whether the scope of the investigation will address:
  - Incident, and/or
  - A potential pattern of misconduct, and/or
  - A culture/climate issue.

In many cases, the Title IX Coordinator may determine that a Violence Risk Assessment (VRA) should be conducted by the Mental Health Assessment team as part of the initial assessment. A VRA can aid in ten critical and/or required determinations, including:

- Interim suspension of a Respondent who is a threat to health/safety;
- Whether the Title IX Coordinator should pursue Administrative Resolution absent a willing/able Complainant;
- Whether to put the investigation on the footing of incident and/or pattern and/or climate;
- To help identify potentially predatory conduct;
- To help assess/identify grooming behaviors;
- Whether a Complaint is amenable to Informal Resolution, and what modality may be most successful;
- Whether to permit a voluntary withdrawal by the Respondent;
- Whether to impose transcript notation or communicate with a transfer NCCC about a Respondent;
- Assessment of appropriate sanctions/remedies;
- Whether a Clery Act Timely Warning/Trespass order/Persona-non-grata is needed.

Based on the initial assessment, NCCC will initiate one of these responses:

- Supportive Response -- measures to help restore the Complainant's education access, as described in the Policy.
- Informal Resolution – typically used for less serious offenses and only when all parties agree to Informal Resolution, or when the Respondent is willing to accept responsibility for violating policy.
- Administrative Resolution – investigation of policy violation(s) and recommended finding, subject to a determination by the Title IX Coordinator and the opportunity to appeal to an Appeal Decision-maker.

The investigation and the subsequent Administrative Resolution determine whether the nondiscrimination policy has been violated. If so, NCCC will promptly implement effective remedies designed to end the discrimination, prevent recurrence, and address the effects.

The process followed considers the preference of the parties but is ultimately determined at the

discretion of the Title IX Coordinator. At any point during the initial assessment or formal investigation, if the Title IX Coordinator determines that reasonable cause does not support the conclusion that policy has been violated, the process will end, and the parties will be notified.

The Complainant may request that the Title IX Coordinator review the reasonable cause determination and/or re-open the investigation. This decision lies in the sole discretion of the Title IX Coordinator, but the request is usually only granted in extraordinary circumstances.

2. Resolution Process Pool

The resolution process relies on a pool of officials ("Pool") for implementation.

The list of members and a description of the Pool can be found in this policy document within Process A. Members of the Pool are trained annually 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 the allegations
- To act as optional process Advisors to the parties
- To facilitate Informal Resolution
- To investigate allegations
- To serve as a Decision-maker
- To serve as an Appeal Decision-maker

The Title IX Coordinator, in consultation with the President, carefully vets Pool members for potential conflicts of interest or disqualifying biases and appoints the Pool, which acts with independence and impartiality.

Pool members receive annual training organized by the Title IX Coordinator, including a review of NCCC 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.

The Pool members receive annual training jointly. This training includes, but is not limited to:

- The scope of the NCCC's Discrimination and Harassment Policy and Procedures
- How to conduct investigations and hearings that protect the safety of Complainants and Respondents and promote accountability
- Implicit bias
- Disparate treatment
- Reporting, confidentiality, and privacy requirements
- Applicable laws, regulations, and federal regulatory guidance
- How to implement appropriate and situation-specific remedies
- How to investigate in a thorough, reliable, timely, and impartial manner by individuals who receive training in conducting investigations of sexual harassment, trauma-informed practices, and impartiality,
- How to uphold fairness, equity, and due process
- How to weigh evidence
- How to conduct questioning
- How to assess credibility

- Impartiality and objectivity
- Types of evidence
- Deliberation
- How to render findings and generate clear, concise, evidence-based rationales
- The definitions of all offenses
- How to apply definitions used by the NCCC with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with policy
- How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes
- How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias against Respondents and/or for Complainants, and on the basis of sex, race, religion, and other protected characteristics
- Any technology to be used
- Issues of relevance of questions and evidence
- Issues of relevance to create an investigation report that fairly summarizes relevant evidence
- How to determine appropriate sanctions in reference to all forms of harassment and discrimination allegations

3. Counterclaims

Counterclaims by the Respondent may be made in good faith or may instead be motivated by a retaliatory intent. NCCC is obligated to ensure that any process is not abused for retaliatory purposes.

NCCC permits the filing of counterclaims, but uses the initial assessment, described above in the Policy section, to assess whether the allegations are made in good faith. If they are, the allegations will be processed using the resolution procedures below, typically after resolution of the underlying allegation. Counterclaims made with retaliatory intent will not be permitted.

A delay in the processing of counterclaims is permitted, accordingly. Occasionally, allegations and counterclaims can be resolved through the same investigation, at the discretion of the Title IX Coordinator. When counterclaims are not made in good faith, they will be considered retaliatory, and may constitute a violation of this Policy.

4. Advisors

a. Expectations of an Advisor

NCCC generally expects an Advisor to adjust their schedule to allow them to attend NCCC meetings when planned, but NCCC may change scheduled meetings to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

NCCC may also make reasonable provisions to allow an Advisor who cannot attend in person to attend a meeting by telephone, video conferencing, or other similar technologies as may be convenient and available.

Parties whose Advisors are disruptive or who do not abide by NCCC policies and procedures may face the loss of that Advisor and/or possible Policy violations.

Advisors are expected to consult with their advisees without disrupting NCCC meetings or interviews. Advisors do not represent parties in the process; their role is only to advise.

b. Expectations of the Parties with Respect to Advisors

Each party may choose an Advisor[34] who is eligible and available[35] to accompany them throughout the process. The Advisor can be anyone, including an attorney, but should not be someone who is also a witness in the process. A party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout.

The parties are expected to inform the Investigators of the identity of their Advisor at least two (2) business days before the date of their first meeting with the Investigator(s)(or as soon as possible if a more expeditious meeting is necessary or desired).

The parties are expected to provide timely notice to the Investigator(s) and/or the Title IX Coordinator if they change Advisors at any time.

The Advisor may be asked to sign a non-disclosure agreement (NDA) regarding private, sensitive records.

For parties who are entitled to union representation, the NCCC will allow the unionized employee to have their union representative (if requested by the party) as well as an Advisor of their choice present for all resolution-related meetings and interviews. To uphold the principles of equity, the other party (regardless of union membership) will also be permitted to have two Advisors. Witnesses are/are not permitted to have union representation or Advisors in grievance process interviews or meetings.

c. Assistance in Securing an Advisor

For representation, Respondents may wish to contact organizations such as:

- FACE (http://www.facecampusequality.org)
- SAVE (http://www.saveservices.org)

Complainants may wish to contact organizations such as:

- The Victim Rights Law Center (http://www.victimrights.org)
- The National Center for Victims of Crime (http://www.victimsofcrime.org), which maintains the Crime Victim's Bar Association
- The Time's Up Legal Defense Fund: https://nwlc.org/times-up-legal-defense-fund/]

5. Resolution Options

[34] This could include an attorney, advocate, or support person. Witnesses are not entitled to Advisors within the process, though they can be advised externally. If the NCCC allows more than one Advisor for one party, they should do so for all parties.

[35] "Available" means the party cannot insist on an Advisor who simply doesn't have inclination, time, or availability. Also, the Advisor cannot have institutionally conflicting roles, such as being a Title IX administrator who has an active role in the matter, or a supervisor who must implement and monitor sanctions.

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 NCCC Policy.

While there is an expectation of privacy around what is discussed during interviews, the parties have discretion to share their own experiences with others if they so choose, but are encouraged to discuss with their Advisors first before doing so.

a. Informal Resolution

Informal Resolution is applicable when the parties voluntarily agree to resolve the matter through Alternative Resolution, or when the Respondent accepts responsibility for violating Policy, or when the Title IX Coordinator can resolve the matter informally by providing remedies to resolve the situation.

It is not necessary to pursue Informal Resolution first in order to pursue Administrative Resolution, and any party participating in Informal Resolution can stop the process at any time and request the Administrative Resolution process. Further, if an Informal Resolution fails after the resolution is finalized, Administrative Resolution may be pursued.

i. Alternative Resolution

Alternative Resolution is an informal process, such as mediation or restorative practices, by which the parties mutually agree to resolve an allegation. It may be used for less serious, yet inappropriate, behaviors and is encouraged as an alternative to the Administrative Resolution process (described below) to resolve conflicts. The parties must consent to the use of Alternative Resolution.

The Title IX Coordinator determines if Alternative Resolution is appropriate, based on the willingness of the parties, the nature of the conduct at issue, and the susceptibility of the conduct to Alternative Resolution.

In an Alternative Resolution, a trained administrator facilitates a dialogue with the parties to an effective resolution, if possible. Institutionally-imposed sanctions are not possible as the result of an Alternative Resolution process, though the parties may agree to accept sanctions and/or appropriate remedies.

The Title IX Coordinator maintains records of any resolution that is reached, and failure to abide by the resolution can result in appropriate enforcement actions.

Alternative Resolution is not typically 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 Administrative Resolution process is completed should the parties and the Title IX Coordinator believe it could be beneficial. The results of Alternative Resolution are not appealable.

ii. Respondent Accepts Responsibility for Alleged Violations

The Respondent may accept responsibility for all or part of the alleged policy violations at any point during the resolution process. If the Respondent accepts responsibility, the Title IX Coordinator makes a determination that the individual is in violation of NCCC Policy.

The Title IX Coordinator then determines appropriate sanction(s) or responsive actions, which are promptly implemented in order to effectively stop the harassment, discrimination, and/or retaliation; prevent its recurrence; and remedy the effects of the conduct, both on the Complainant and the community.

If the Respondent accepts responsibility for all of the alleged policy violations and the Title IX Coordinator or designee has determined appropriate sanction(s) or responsive actions, which are promptly implemented, the process is over. The Complainant will be informed of this outcome.

If the Respondent accepts responsibility for some of the alleged policy violations and the Title IX Coordinator has determined appropriate sanction(s) or responsive actions, which are promptly implemented for those violations, then the remaining allegations will continue to be investigated and resolved through Administrative Resolution. The parties will be informed of this outcome. The parties are still able to seek Alternative Resolution on the remaining allegations, subject to the stipulations above.

b. Administrative Resolution via an Investigation and Hearing

Administrative Resolution can be pursued for any behavior for which the Respondent has not accepted responsibility that constitutes conduct covered by the Equal Opportunity, Harassment, and Nondiscrimination Policy at any time during the process. Administrative Resolution starts with a thorough, reliable, and impartial investigation.

If Administrative Resolution is initiated, the Title IX Coordinator will provide written notification of the investigation to the parties at an appropriate time during the investigation. Typically, notice is given in advance of an interview. Advanced notice facilitates the parties' ability to identify and choose an Advisor, if any, to accompany them to the interview.

Notification will include a meaningful summary of the allegations, 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 NCCC records, or emailed to the parties' NCCC-issued or designated email account.

Once mailed, emailed, and/or received in-person, notice will be presumptively delivered. The notification should include the policies allegedly violated, if known at the time. Alternatively, the policies allegedly violated can be provided at a later date, in writing, as the investigation progresses, and details become clearer.

NCCC aims to complete all investigations within a sixty (60) business day time period, which can be extended as necessary for appropriate cause by the Title IX Coordinator, with notice to the parties as appropriate.

Once the decision is made to commence an investigation, the Title IX Coordinator appoints Pool members to conduct the investigation (typically using a team of two Investigators), usually within two (2) business days of determining that an investigation should proceed.

The Title IX Coordinator will vet the assigned Investigator(s) to ensure impartiality by ensuring there

are no conflicts of interest or disqualifying bias.

The parties may, at any time during the resolution process, raise a concern regarding bias or conflict of interest, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another Investigator will be assigned and the impact of the bias or conflict, if any, will be remedied. If the bias or conflict relates to the Title IX Coordinator, concerns should be raised with the President.

Investigations are completed expeditiously, normally within 10-20 business 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.

NCCC will make a good faith effort to complete the investigation as promptly as circumstances permit and will communicate regularly with the parties to update them on the progress and timing of the investigation.

NCCC may undertake a short delay in its investigation (several days to weeks, to allow evidence collection) when criminal charges based on the same behaviors that invoke the NCCC's resolution process are being investigated by law enforcement. NCCC will promptly resume its investigation and resolution process once notified by law enforcement that the initial evidence collection process is complete.

NCCC action(s) are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

Investigations involve interviews with all relevant parties and witnesses, obtaining available, relevant evidence, and identifying sources of expert information, as necessary.

All parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence, and to fully review and respond to all evidence on the record.

6. Investigation

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

- Determine the identity and contact information of the Complainant
- In coordination with campus partners (e.g., the Title IX Coordinator), initiate or assist with any necessary supportive measures
- Identify all policies implicated by the alleged misconduct
- Assist the Title IX Coordinator with conducting an initial assessment to determine if there is reasonable cause to believe the Respondent has violated policy
- If there is insufficient evidence to support reasonable cause, the process is 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 investigation timeframe, and order of interviews for all parties and witnesses

- Meet with the Complainant to finalize their statement, if necessary
- Prepare the initial Notice of Investigation and Allegation (NOIA) on the basis of the initial assessment. Notice may be one step or multiple steps, depending on how the investigation unfolds, and potential policy violations may be added or dropped as more is learned. Investigators will update the NOIA accordingly and provide it to the parties.
- Notice should inform the parties of their right to have the assistance of a Pool member as a process Advisor appointed by the NCCC or an Advisor of their choosing present for all meetings attended by the advisee
- When formal notice is being given, it should provide the parties 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
- Give an instruction to the parties to preserve any evidence that is directly related to the allegations
- Provide the parties and witnesses with an opportunity to review and verify the Investigator's summary notes from interviews and meetings with that specific party or witness
- Make good faith efforts to notify the parties of any meeting or interview involving the other party, in advance when possible
- Interview all relevant individuals and conduct follow-up interviews as necessary
- Allow each party the opportunity to suggest questions they wish the Investigator(s) to ask of the other party and witnesses
- Complete the investigation promptly and without unreasonable deviation from the intended timeline
- Provide regular status updates to the parties throughout the investigation
- Prior to the conclusion of the investigation, summarize for the parties the list of witnesses whose information will be used to render a finding
- Write a comprehensive investigation report fully summarizing the investigation and all evidence
- Provide the parties with a copy of the draft investigation report when it is completed, including all relevant evidence, analysis, credibility assessments, and recommended finding(s)
- Provide each party with a full and fair opportunity to respond to the report in writing within 3 business days and incorporate that response, if any, into the report
- Investigators may choose to respond in writing in the report to the responses of the parties, and/or to share the responses between the parties for their responses, while also ensuring that they do not create a never-ending feedback loop
- Share the report with the Title IX Coordinator or legal counsel for review and feedback
- Provide the final report to the Title IX Coordinator with one of two options:
    - Include in the report a recommendation to the Title IX Coordinator/Decision-maker on a determination, based on a preponderance of the evidence, whether a policy violation is more likely than not to have occurred; OR
    - Gather, assess, and synthesize evidence without making a finding, conclusion, determination or recommendation.

7. Determination

Within two to three (2-3) business days of receiving the Investigator's recommendation, the Title IX Coordinator or a trained, designated Decision-maker from the Pool[36] reviews the report and all responses, and then makes the final determination on the basis of the preponderance of the evidence.

If the record is incomplete, the Title IX Coordinator/Decision-maker may direct a re-opening of the investigation, or may direct or conduct any additional inquiry necessary, including informally meeting with the parties or any witnesses, if needed.

The recommendation of the investigation, if any, should be strongly considered but is not binding on the Title IX Coordinator/Decision-Maker. The Title IX Coordinator or Decision-maker may invite and consider impact statements from the parties if and when determining appropriate sanction(s), if any.

8. Additional Details of the Investigation Process

a. Witness responsibilities

Witnesses (as distinguished from the parties) who are faculty or staff of NCCC are expected to cooperate with and participate in NCCC's investigation and resolution process. Failure of a witness to cooperate with and/or participate in the investigation or resolution process constitutes a violation of Policy and may be subject to discipline.

b. Remote processes

Parties and witnesses may be interviewed remotely by phone, video conferencing, or similar technologies if the Investigator(s) and/or Decision-maker determine that timeliness, efficiency, or other causes dictate a need for remote interviewing. Witnesses may also provide written statements in lieu of interviews, or respond to questions in writing, if deemed appropriate by the Investigator(s), though this approach is not ideal. When remote technologies are used, the NCCC makes reasonable efforts to ensure privacy and ensures that any technology does not work to the detriment of any party or subject them to unfairness.

c. Recording

No unauthorized audio or video recording of any kind is permitted during the resolution process including investigative interviews. If Investigator(s) elect to audio and/or video record interviews, all involved parties must be made aware of audio and/or video recording.

d. Evidence

Any evidence that is relevant and credible may be considered, including an individual's prior misconduct history as well as evidence indicating a pattern of misconduct, subject to the limitation in (e) below. The process should exclude irrelevant or immaterial evidence and may disregard evidence lacking in credibility or that is improperly prejudicial.

[36] When the Title IX Coordinator is the Investigator or has been heavily involved in the process prior to determination, a Decision-maker should be designated from the Pool to ensure there is no conflict of interest.

e. Sexual history/patterns

Unless the Title IX Coordinator/Decision-maker determines it is appropriate, the investigation and the finding do not consider: (1) incidents not directly related to the possible violation, unless they evidence a pattern; (2) the irrelevant sexual history of the parties (though there may be a limited exception made with regard to the sexual history between the parties); (3) irrelevant character evidence.

f. Previous allegations/violations

While previous conduct violations by the Respondent are not generally admissible as information supporting the current allegation, the Investigator(s) may supply the Title IX Coordinator/Decision-maker with information about previous good faith allegations and/or findings, when that information suggests potential pattern and/or predatory conduct.

Previous disciplinary action of any kind involving the Respondent may be considered in determining the appropriate sanction(s), if the NCCC uses a progressive discipline system.

Character witnesses or evidence may be offered. The investigation and hearing will determine if the character evidence is relevant. If so, it may be considered. If not, it will be excluded.

g. Notification of outcome

If the Respondent admits to the violation(s), or is found in violation, the Title IX Coordinator (in consultation with other administrators as appropriate) determines sanction(s) and/or responsive actions, which are promptly implemented in order to effectively to stop the harassment, discrimination, and/or retaliation; prevent its recurrence; and remedy the effects of the discriminatory conduct, both on the Complainant and the community.

The Title IX Coordinator informs the parties of the determination within two to three business days of the resolution, ideally simultaneously, but without significant time delay between notifications. Notifications are 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 NCCC records, or emailed to the parties' NCCC-issued or designated email account. Once mailed, emailed, and/or received in-person, notice is presumptively delivered.

The Notification of Outcome specifies the finding for each alleged policy violation, any sanction(s) that may result which NCCC is permitted to share pursuant to state or federal law, and the rationale supporting the findings to the extent NCCC is permitted to share under state or federal law.

The notice will detail when the determination is considered final (see Section 11. Appeals below) and will detail any changes that are made prior to finalization.

Unless based on an acceptance of violation by the Respondent, the determination may be appealed by either party. The Notification of Outcome also includes the grounds on which the parties may appeal and the steps the parties may take to request an appeal of the findings. More information about the appeal procedures can be found below.

9. Sanctions

Factors considered when determining any sanction(s)/responsive action(s) may include, but are not limited to:

- The nature, severity of, and circumstances surrounding the violation
- An individual's disciplinary history
- Previous allegations or allegations involving similar conduct
- The need for sanctions/responsive actions to bring an end to the discrimination, harassment, and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment, and/or retaliation
- The need to remedy the effects of the discrimination, harassment, and/or retaliation on the Complainant and the community
- The impact on the parties
- Any other information deemed relevant by the Title IX Coordinator/Decision-maker

The sanction(s) will be implemented as soon as is feasible. The sanctions described in this policy are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed by outside authorities.

a. Student Sanctions

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

- *Warning:* A formal statement that the behavior was unacceptable and a warning that further infractions of any NCCC policy, procedure, or directive will result in more severe sanctions/responsive actions.
- *Probation:* A written reprimand for violation of NCCC Policy, providing for more severe disciplinary sanctions in the event that the student or organization is found in violation of any NCCC policy, procedure or directive within a specified period of time. Terms of the probation will be articulated and may include denial of specified social privileges, exclusion from co-curricular activities, exclusion from designated areas of campus, no-contact orders, and/or other measures deemed appropriate.
- *Suspension:* Termination of student status for a definite period of time not to exceed two years, and/or until specific criteria are met. Students who return from suspension are automatically placed on probation through the remainder of their tenure as a student at NCCC. At the discretion of the Title IX Coordinator/Decision-maker, this sanction may be noted as a Disciplinary Suspension on the student's official transcript.
- *Expulsion:* Permanent termination of student status, revocation of rights to be on campus for any reason or attend NCCC-sponsored events. This sanction will be noted as a Conduct Expulsion on the student's official transcript.
- *Withholding Diploma and/or Official Transcripts*: NCCC may withhold a student's diploma and/or official transcripts for a specified period of time, and/or deny a student participation in commencement activities as a sanction if the student is found responsible for an alleged violation.
- *Revocation of Degree:* NCCC reserves the right to revoke a degree previously awarded

from NCCC for fraud, misrepresentation, or other violation of NCCC policies, procedures, or directives in obtaining the degree, or for other serious violations committed by a student prior to graduation.

- *Organizational Sanctions*: Deactivation, loss of recognition, loss of some or all privileges (including NCCC registration), for a specified period of time.
- *Other Actions:* In addition to or in place of the above sanctions, NCCC may assign any other sanctions as deemed appropriate.

b. Employee Sanctions

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

- *Warning – Verbal or Written*
- *Performance Improvement/Management Process*
- *Required Counseling*
- *Required Training or Education*
- *Probation*
- *Loss of Annual Pay Increase*
- *Loss of Oversight or Supervisory Responsibility*
- *Demotion*
- *Suspension with pay*
- *Suspension without pay*
- *Termination*
- *Other Actions:* In addition to or in place of the above sanctions, NCCC may assign any other sanctions as deemed appropriate.

10. Withdrawal or Resignation While Charges are Pending

Students: NCCC does not permit a student to withdraw if that student has an allegation pending for violation of the policy on Equal Opportunity, Harassment, and Nondiscrimination. The NCCC may place a hold, bar access to an official transcript, and/or prohibit graduation as necessary to permit the resolution process to be completed.

Employees: Should an employee resign with unresolved allegations pending, the records of the Title IX Coordinator will reflect that status, and any NCCC responses to future inquiries regarding employment references for that individual will include the former employee's unresolved status.

11. Appeals

All requests for appeal consideration must be submitted in writing to the Title IX Coordinator within 3 business days of the delivery of the written finding of the Title IX Coordinator or Decision-maker. Any party may appeal the findings only under the grounds described below.

An Appeal Decision-maker chosen from the Pool will be designated by the Title IX Coordinator from those who have not been involved in the process previously. Any party may appeal, but appeals are limited to the following grounds:

- A procedural error or omission occurred that significantly impacted the outcome of the hearing (e.g., substantiated bias, material deviation from established procedures).
- To consider new evidence, unknown or unavailable during the investigation, that could substantially impact the original finding or sanction. A summary of this new evidence and its potential impact must be included in the appeal.

When any party requests an appeal, the Title IX Coordinator will share the appeal request with the other party(ies) or other appropriate persons such as the Investigator(s), who may file a response within three (3) business days. The other party may also 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 3 business days. These responses or appeal requests will be shared with each party. The Appeal Chair will review the appeal request(s) within 7 business days of completing the pre-appeal exchange of materials. If grounds are not sufficient for an appeal, or the appeal is not timely, the Appeal Chair dismisses the appeal.

When the Appeal Chair finds that at least one of the grounds is met by at least one party, additional principles governing the review of appeals include the following:

- Decisions by the Appeal Chair are to be deferential to the original decision, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is compelling justification to do so.
- Appeals are not intended to be full re-hearings (de novo) of the allegation(s). 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 Appeal Chair to substitute their judgment for that of the original Investigator(s) or Title IX Coordinator/Decision-maker merely because they disagree with the finding and/or sanction(s).
- Appeals granted based on new evidence should normally be remanded to the Investigator(s) for reconsideration. Other appeals should be remanded at the discretion of the Appeal Chair.
- Sanctions imposed as the result of the Administrative Resolution are implemented immediately unless the Title IX Coordinator stays their implementation in extraordinary circumstances, pending the outcome of the appeal.
    - For students: Graduation, study abroad, 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.
- All parties will be informed in writing within 3 business days of the outcome of the appeal without significant time delay between notifications, and in accordance with the standards for Notice of Outcome as defined above.
- Once an appeal is decided, the outcome is final; further appeals are not permitted, even if a decision or sanction is changed on remand.
- In rare cases when a procedural or substantive error cannot be cured by the original Investigator(s) and/or Title IX Coordinator/Decision-maker (as in cases of bias), the Appeal Chair may recommend a new investigation and/or Administrative Resolution process, including a new resolution administrator.
- The results of a new Administrative Resolution process can be appealed once, on any of the three applicable grounds for appeals.

- In cases in which the appeal results in Respondent's reinstatement to NCCC or resumption of privileges, all reasonable attempts will be made to restore the Respondent to their prior status, recognizing that some opportunities lost may be irreparable.

12. Long-Term Remedies/Actions

Following the conclusion of the resolution process, and in addition to any sanctions implemented, the Title IX Coordinator may implement long-term remedies or actions with respect to the parties and/or the campus community to stop the harassment, discrimination, and/or retaliation; remedy its effects; and prevent its reoccurrence.

These remedies/actions may include, but are not limited to:

- Referral to counseling and health services
- Referral to the Employee Assistance Program
- Education to the community
- Permanent alteration of housing assignments
- Permanent alteration of work arrangements for employees
- Provision of campus safety escorts
- Climate surveys
- Policy modification
- Provision of transportation accommodations
- Implementation of long-term contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Coordinator, long-term remedies may also be provided to the Complainant even if no policy violation is found.

When no policy violation is found, the Title IX Coordinator will address any remedial requirements owed by NCCC to the Respondent.

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

All Respondents 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 the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s) and responsive/corrective action(s), including suspension, expulsion, and/or termination from NCCC 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.

14. Recordkeeping

In implementing this policy, records of all allegations, investigations, resolutions, and hearings will be kept indefinitely, or as required by state or federal law or institutional policy, by the Title IX Coordinator in the Title IX case database.

15. Statement of the Rights of the Parties (see Appendix C)

16. Disabilities Accommodation in the Resolution Process

NCCC is committed to providing reasonable accommodations and support to qualified students, employees, or others with disabilities to ensure equal access to the resolution process at NCCC. Anyone needing such accommodations or support should contact the Dean of Student Services on the Chanute campus and the Dean for the Ottawa and Online Campuses on the Ottawa campus, who will review the request and, in consultation with the person requesting the accommodation and the Title IX Coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

17. Revision

These policies and procedures will be reviewed and updated annually by the Title IX Coordinator. The NCCC 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 these procedures that do not materially jeopardize the fairness owed to any party, such as to accommodate summer schedules.

The Title IX Coordinator may also vary procedures materially with notice (on the NCCC website, with the appropriate effective date 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 the most recent government regulations.

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

APPENDIX E: ATIXA RECORD MAINTENANCE AND ACCESS MODEL POLICY

Policy Scope

This policy covers records maintained in any medium that are created pursuant to the College's Title IX Policy and/or the regular business of the College's Title IX Office. All such records are considered private or confidential by the Title IX Office, in accordance with FERPA and the directive from the Department of Education to maintain the confidentiality of records related to Title IX. These records may be shared internally with those who have a legitimate educational interest, and will be shared with the parties to a complaint under applicable state and/or federal law, including the 2020 Title IX regulations, FERPA, and/or the Clery Act/VAWA §304. The Title IX Office controls the dissemination and sharing of any records under its control.

Types of Records Covered Under this Policy

Records Pertaining to the Grievance-Resolution Process. These records include, but are not limited to:

- Documentation of notice to the institution including incident reports;
- Anonymous reports later linked to a specific incident involving known parties;
- Any documentation supporting the initial assessment;
- Investigation-related evidence (e.g., physical and documentary evidence collected and interview transcripts);
- Dismissal-related documentation;
- Documentation related to the grievance resolution process;
- The final investigative report;
- Remedy-related documentation;
- Supportive measures-related documentation;
- Hearing recordings and records;
- Appeal-related documentation;
- Informal resolution records;
- Notices of Outcome;
- Records documenting that the College's response was not deliberately indifferent;
- Any other records typically maintained by the College as part of the case file.

Specific examples of records pertaining to the grievance resolution process may include, but are not limited to: anonymous reports later identified; intake documentation; incident reports; the written complaint; the names of the Complainant, the Respondent; any witnesses; any relevant statements or other evidence obtained; interview notes or transcripts; timelines, flowcharts and other forms used in the investigation process; witness lists, correspondence, telephone logs, evidence logs and other documents related to the processing of an investigation; correspondence relating to the substance of the investigation; supportive measures implemented on behalf of the Complainant or Respondent; actions taken to restrict/remove the Respondent; correspondence with the parties; medical, mental-health, medical, and forensic record evidence obtained with consent during the course of the investigation; police reports; expert sources used in consideration of the evidence; documentation of outcome and rationale; correspondence and documentation of the appeals

process; documentation of any sanctions/discipline resulting from the grievance resolution process; and documentation of reported retaliatory behavior as well as all actions taken to address these reports.

Drafts and Working Files: Preliminary drafts and "working files" are *not* considered records that must be maintained by the College, and these are typically destroyed during the course of an investigation or at its conclusion. They are preliminary versions of records and other documents that do not state a final position on the subject matter reviewed or are not considered to be in final form by their creator and/or the Title IX Coordinator. An example of a "working file" would be the investigator notes made during one interview with topics the investigator wants to revisit in subsequent interviews. Sole possession records maintained as such in accordance with FERPA are also included in this category. All drafts of investigation reports shared with the parties are maintained.

Attorney Work-Product: Communications from the Title IX Office or its designees with the College's legal counsel may be work product protected by attorney-client privilege. These communications are not considered records to be maintained by the Title IX Office or accessible under this policy unless the Title IX Coordinator, in consultation with legal counsel as necessary, determines that these communications should be included as accessible records.

Record Storage:

Records may be created and maintained in different media formats; this policy applies to all records, irrespective of format. All records created pursuant to the Policy, as defined above, must be stored in digital format. The complete file must be transferred to the Title IX Office within fourteen (14) days of resolution of the complaint (including any appeal), if the file is not maintained within the Title IX Office already. Security protocols must be in place to preserve the integrity and privacy of any parts of any record that are maintained in the Title IX Office during the pendency of an investigation.

The Title IX Office will store all records created pursuant to the Policy, regardless of the identities of the parties. Parallel records should not be maintained in the Office of Student Conduct and/or Human Resources, respectively. Any extra (non-essential) copies of the records (both digital and paper) must be destroyed.

A copy of records showing compliance with Clery Act requirements by Title IX personnel will be maintained along with the case file in the Title IX Office [and in a separate aggregate annual Clery Act composite file, as well].

College will maintain an access log of each case file, showing when and by whom it was accessed, and for what purpose.

Record Retention:

All records created and maintained pursuant to the Policy must be retained indefinitely by the Title IX Office in digital form unless destruction or expungement is authorized by the Title IX Coordinator, who may act under their own discretion, or in accordance with a duly executed and binding settlement of claim, and/or by court or government order.

Record Access:

Access to records created pursuant to the Policy or housed in the Title IX Office is strictly limited to the Title IX Coordinator and any individual the Coordinator authorizes via permission levels within the database. Those who are granted broad access to the records of the Title IX Office are expected to only access records pertinent to their scope or work or specific assignment. Anyone who accesses such records without proper authorization may be subject to an investigation and possible discipline/sanction. The discipline/sanction for unauthorized access of records covered by this policy will be at the discretion of the appropriate disciplinary authority, consistent with other relevant College policies and procedures.

The parties may request access to their case file. The College will provide access or a copy within 45 days of the request. Appropriate redactions of personally identifiable information may be made before inspection or any copy is shared.

During the investigation, materials may be shared with the parties using secure file transmission software. Any such file will be watermarked by the Title IX Office before being shared, with the watermark identifying the role of the NCCC in the process (Complainant, Respondent, Hearing Decision-maker; Complainant's Advisor, etc.).

Record Security:

The Title IX Coordinator is expected to maintain appropriate security practices for all records, including password protection, lock and key, and other barriers to access as appropriate. Record security should include protection from flood, fire, and other potential emergencies. Clothing, forensic, and other physical evidence should be securely stored in a designated secure storage area. All physical evidence will be maintained in a facility that is reasonably protected from flood and fire. A catalogue of all physical evidence will be retained with the case file.

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_robb@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, Karin Jacobson at 620-212-5135 (cell) 620-432-0333 (office), or 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)

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

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 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)

A. Instructors are required to post and hold ten office hours per week.

B. Administrators, clerical and maintenance employees are expected to work eight-hour days, however, exceptions may be made with approval of the immediate supervisor. Schedules will be determined by the job assignment and the immediate supervisor.

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

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 a regular forty-hour week, 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 forty hours per week.

Employee Checkouts

It is the responsibility of the employee leaving NCCC to turn in all college property, (keys, library books, audio-visual aids) and clear up any accounts (travel advances, purchase orders) before the final paycheck can be released. The employee must also complete all paperwork in connection with employee benefits.

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)

Neosho County Community College affords equal opportunity to and does not discrimination 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	**Chief Human Resources Officer** Neosho County Community College

Against Discrimination	800 W. 14th Street Chanute, KS 66720 HR@neosho.edu
Section 504, The Americans with Disabilities Act of 1990, The Americans with Disabilities Act Amendments Act of 2008	**Chief Student Affairs Officer** Neosho County Community College 800 W. 14th Street Chanute, KS 66720 Student.Services@neosho.edu
Title IX	**Chief Student Learning Officer** Title IX Coordinator Neosho County Community College 800 W. 14th Street Chanute, KS 66720 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
3rd 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)

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	**Chief Human Resources Officer** Neosho County Community College 800 W. 14th Street Chanute, KS 66720 HR@neosho.edu
Section 504, The Americans with Disabilities Act of 1990, The Americans with Disabilities Act Amendments Act of 2008; Hazing	**Chief Student Affairs Officer** Neosho County Community College 800 W. 14th Street Chanute, KS 66720 Student.Services@neosho.edu
Title IX	**Chief Academics Officer** Title IX Coordinator Neosho County Community College 800 W. 14th Street Chanute, KS 66720 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 and 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 resolved 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.

Section V: Academic and Student Personnel Policies

Service Area

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, and CUSD #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)

Although there are no examinations required for general admission, all degree-seeking students and students enrolling in English composition or mathematics courses must provide placement scores from a testing instrument approved by the college. Degree-seeking students without placement scores must take the college's resident placement test.

Official transcripts of all GED or high school work and transcripts of all prior college coursework are required of all degree-seeking students. Transcripts must be sent directly to the student services office at NCCC by the issuing school.

Specific programs may have additional admission requirements. See College Catalog or program for more information. All students intending to complete a certificate or degree program in a vocational or technical program will complete a statement of intent. Those statements of intent will be filed in the student's educational record.

The following are categories of students who will be admitted to NCCC:

1. Graduates of an accredited high school;

2. High school students who have completed the freshman year of high school and are approved by the high school administration;
3. Gifted children, as defined in K.S.A. 72-962 (g), who are enrolled in any of the grades 9 through 12 and who have been recommended for early college enrollment;
4. High school students who have not completed their freshman year or have not been designated as gifted may enroll for audit during summer session with permission of their high school principal;
5. Persons who have successfully completed the GED test battery;
6. Persons 18 years of age or older who have not graduated from a state-accredited high school may be admitted conditionally after taking the COMPASS or other suitable assessment to determine if the student has the ability to benefit from the courses in which the student wishes to enroll;
7. Students transferring from an accredited college or university.
8. Students that were home schooled and those from non-accredited high schools will be accepted for admission provided they take the ACT or SAT exams and obtain an ACT composite score of 20 or higher, or an SAT composite score of 850 or higher. Any student from a non-accredited high school must also take the COMPASS for proper placement.
9. Students that have been determined by NCCC, after evaluation of their educational credentials, to be able to benefit from the courses in which they wish to enroll.
10. Students who demonstrate the ability to benefit from college as defined by NCCC policy.

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 prorate 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.

Section VI: Miscellaneous Policies

(revised name 11/8/01)

Animals on Campus Policy

(adopted 5/18/2020)

This Policy applies to all students, employees and visitors 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)

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, Dean for the Ottawa and Online Campuses, and Director of Residence and Student Life, works with local law enforcement agencies in preventing and reporting criminal activities on NCCC campuses.

In addition, under the authority of K.S.A. 72-8222, the board provides for the employment of uniformed security officers to patrol the campus and work special occasions such as ball games and dances. The board designates the Neosho County Community College Safety and Security Committee

under the direction of the Chief Operations Officer as the team charged with the development of policy for the campus-wide safety and security program; to evaluate and assess existing fire safety and security systems, electronic access and security systems, and security information systems; and to aid and supplement law enforcement agencies with the protective function of the community college.

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

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

Employees, 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)

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.

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 $40.

5. **Perishable Gifts**. Employee may accept perishable gifts such as flowers and food with a value of $100 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 $100 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 $40 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 $25 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 $100. 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 $100 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

Employees are not to permit personal solicitation on campus or within buildings by any parties for any purpose unless such solicitors carry permits 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 Chief Financial Officer 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.

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, quadrotor, 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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