North Central Missouri College Board Policies Manual

Mission Statement: North Central Missouri College provides accessible, affordable, and quality educational programs, with emphasis on excellence in teaching, learning, student services, diversity and inclusiveness, and workforce development to all communities and rural areas of our 17-county service region.

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N C M C

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1. INTRODUCTION

1.1. **Preface**: The Policies of the Board of Trustees of North Central Missouri College are included in this manual. Responsibilities are defined with respect to Board officers, administrative personnel, faculty, and staff members. While all legal provisions relating to the Junior College District of Grundy County, Missouri, cannot be included, those provisions of particular pertinence are either duplicated here or noted by code reference number. All information included within the manuals will remain in force unless superseded by Board action. All other handbooks and manuals for distribution to faculty and staff members, students, advisory committees, etc., must be in accordance with this basic manual. These manuals are not contracts or conditions of employment, and may be modified, interpreted, or eliminated at the College's sole discretion. They will be available for examination in each major administrative office of the District. No person, on the basis of race, color, religion, national origin, ancestry, sex, handicap, or familial status will be subject to discrimination in employment or in admission of any educational program or activity of the College. The Faculty Manual, Classified Staff Manual, and the college catalog are incorporated herein.

1.2. **Legal Base and Authority for the College**: Trenton Junior College was decreed as a part of the K-14 Trenton R-IX school system June 11, 1925. The Junior College District of Grundy County, Missouri, hereinafter sometimes referred to as North Central Missouri College (formerly Trenton Junior College), or the College, was established as a separate entity in accordance with RSMo 178.800 by a vote of the qualified voters on April 1, 1986, with said District to include, and its boundaries to be coterminous with, the following listed school district in Grundy, Livingston, and Daviess Counties: Trenton R-IX. The members of the initial Board of Trustees were also elected on April 1, 1986, in accordance with RSMo 178.820.

1.3. **Selected Missouri Statutes** pertaining to the Junior College District of Grundy County, Missouri: The Public School Laws of Missouri, sections: Generally, 178.770 et. seq., Accreditation standards, 178.780, Actions by or against, 178.770, Annexation, 178.890, Bond, 178.770, Budgets, 178.780, College courses, 178.805, Contracts, majority of Board of Trustees, 178.830, Corporate powers, 178.770, Dissolution, 178.400, Elections, 178.800 to 178.840 (Annexation, 178.890, Notice, regular elections, 115.023, Qualified voters, defined, 115.133, Regular elections, conduct, 115.023, Trustees, 115.023), Employees, 178.860, Entrance requirements, 178.780, Fraternities and sororities, 171.141, Name, 178.770, Notice, elections, regular, 115.023, Per capita cost, 178.850, Records, 178.780, Retirement of personnel, 178.860, Standards, 178.770, State aid Administration of program, 178.780, Withholding, refusal to honor annexation, petition, 178.890, Taxation, 178.770, 178.870, Trustees, 178.820 et. seq., and Tuition, 178.850 were adhered to and are being complied with by the Junior College District of Grundy County, Missouri. Other sections and statutes not specifically written for junior colleges, but applicable to same will be complied with accordingly as interpreted and defined by the Department of Higher Education and by legal counsel. The Missouri Sunshine Law, 610.010 through 610.030, is one of those statutes. *updated 10/27/15*

1.4. **Severability**: It is understood that any provision inconsistent with or contrary to law will be considered as deleted from this manual without harm to the remaining provisions of the manual. If any article or section of this manual or any addendum to it should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this manual and addenda will not be affected thereby.

1.5. **Waiver**: Failure of the College to require performance of any promise, condition, or covenant herein will in no way affect the full right to require such performance at any time thereafter, nor will the waiver of a breach of any promise, condition, or covenant hereof be taken or held to be a waiver of the promise, condition, or covenant.

1.6. **Changes to Policy Manuals**: Changes to policies contained within the Board Policy Manual, the Faculty Policy Manual, and the Classified Staff Manual can be accomplished by official action of the Board of Trustees. (However, Board action is not required to replace an employee's name in a policy which lists a particular position and the name of the employee when the employee holding the position changes.) Additions or modifications to the manuals will be distributed as necessary.

2. BOARD OF TRUSTEES

2.1. **Members of the Board – Elections and Qualifications**

2.1.1. The Board of Trustees will consist of six members to be elected from the District at large. Members will be elected for terms of six years each with two members being elected in each even-numbered year.

2.1.2. Authority for Elections – All elections will be carried out in accordance with the Comprehensive Election Act of 1977.

2.1.3. Preparation of Ballots – The Secretary/Clerk will certify to the Board and to the election authority the names of all candidates who have filed a timely Declaration of Candidacy and will cause to be printed and prepared, ballots and voting machines containing the names of said candidates and any proposition to be voted on at said election.

2.1.4. Filing for Election – All candidates for the office of Trustee will file their Declarations of Candidacy with the Secretary/Clerk of the Board of Trustees on forms to be provided by the Secretary/Clerk. The Declaration of Candidacy forms will include the following information:

2.1.4.1. The full name and address of the candidate

2.1.4.2. A statement that the candidate is at least twenty-one years of age and has been a resident of the College District for at least one whole year next preceding the election for which the candidate is filing

2.1.4.3. A statement that the candidate is a citizen of the United States

2.1.4.4. Such other and further information as may be required by law or by resolution of the Board of Trustees

2.1.4.5. All candidates will comply with the provisions of the Missouri Campaign Finance and Disclosure Law, RSMo Chapter 30. Each Declaration for Candidacy will be signed by the candidate before a Notary Public or other person authorized to take statements under oath. Declarations of Candidacy may be filed in the office of the Secretary/Clerk to the Board or the President's Office according to timeframes established by state law. If two or more Declarations of Candidacy are presented at 8:00 a.m. on the first date for filing Declarations of Candidacy, the Secretary/Clerk to the Board will determine a fair and equitable procedure to determine the posting order for the election ballot. *Revised 6/25/19*

2.1.5. Publication of Notice – The notice of election, together with a list of polling places, will be published by the election authority in newspapers of general circulation and according to Missouri law.

2.1.6. Elections, How Conducted – Elections are conducted by the election authorities in the College District according to Missouri law. Absentee ballots will be issued to any qualified voter requesting such in writing or by voting in person at the election authority, as provided by law.

2.1.7. Certification of Results – Upon receipt of the official election results from the election authority in each county of the College District, the then qualified members of the Board of Trustees will tabulate the results so received and declare and certify the candidate or candidates receiving the greatest number of votes and the result of balloting upon any proposition.

2.1.8. Oath – All members of the Board of Trustees will be required to take and subscribe an oath of office in the following form: I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and of the state of Missouri, and that I will faithfully and impartially discharge the duties of school director in and for the Junior College District of Grundy County, Missouri, to the best of my ability, according to law, so help me God.

2.1.9. Assuming Office – At the first meeting of the Board of Trustees after the election of a member or members to the Board of Trustees and after the elected member of members has been certified, said member or members so elected and certified will present themselves for the purpose of being seated. If the oath of office has not already been taken, the newly elected member or members will then swear (or affirm) the prescribed oath before a competent official. A new member will file with the Secretary/Clerk of the Board. The President of the Board will thereupon recognize him as a member of the Board of Trustees, and he will henceforth be entitled and qualified to perform the duties of office of a member of the Board of Trustees.

2.1.10. Vacancy, How Filled – In the case of a vacancy in the membership of the Board of Trustees from any cause, it will be the duty of the Secretary/Clerk to certify such fact to the Board and to each remaining member thereof. After such certification, the trustees at a regular or special meeting will nominate and appoint a successor trustee to serve until the next election held by or for the District when a Trustee will be elected for the unexpired term. Upon appointment by the Board, the Secretary/Clerk will issue a certificate of appointment to the newly appointed Trustee. When a person becomes a member of the Board of Trustees by appointment, he will take his seat at the next regular meeting after said appointment and after having taken the prescribed oath of office.

2.1.11. Conflicts of Office

2.1.11.1. No member of the Board will directly or indirectly receive any compensation or remuneration nor derive any profit or gain by reason of his/her services to the District. See *Ethics* under General College Policies.

2.1.11.2. The laws pertaining to nepotism of the State of Missouri will be adhered to.

2.2. **Functions of the Board of Trustees**

2.2.1. Introduction: The Board will consider and take appropriate action on recommendations of the President of the College on all matters of policy relating to the welfare of the College. The Board will functions as the legislative and policy-making body of the District charged with the oversight and control of the College, leaving the executive function to the College President. The policies adopted by the board will be consistent with the provisions of law.

- Conduct necessary elections
- Organize the Board of Trustees and elect officers
- The Board of Trustees shall appoint the employees of the community college, define and assign their powers and duties, and fix their compensation. All certificated employees shall be members of the public school retirement system of Missouri under provisions of section 169.010 (RSMo 178.860). *revised 6/25/19*
- Determine the broad general policies which will govern the district
- After evaluating administrative recommendations, assume exclusive responsibility for making decisions concerning appointment, retention, or dismissal of employees
- Fix fees and tuition per RSMo 178.850
- Approve the annual budget
- Fix a tax rate per RSMo 178.870
- Require an audit in accordance with state law
- Approve the expenditure of all funds
- Provide ways and means for adequate financial support
- After evaluating administrative recommendations, approve the purchase, sale and/or lease of real estate and the construction or major renovation of all facilities. *added 6/25/19*
- Approve the college catalog
- Serve as a court of final appeal for students, employees, and citizens of the District on matters of policy and policy interpretation
- Such other duties as designated by Missouri law
- In matters of federal awards, the Board of Trustees will meet all program governance requirements as outlined by the applicable program standards. In reference to the Head Start program, those requirements can be found in the Head Start Policy Manual (Subpart D-Program Design and Management). *added 6-26-07*

2.2.2. Statements or Actions of Board Members – Board members have authority only when acting as a Board of Trustees legally in session. The Board will not be bound in any way by any statement or action on the part of any individual Board member or employee, except when such statement or action is in pursuance of specific instructions by the Board of Trustees. Normally the President of the Board acts as spokesperson for the Board, unless the board designates another member to act in such capacity.

2.2.3. Neither North Central Missouri College nor the Board of Trustees, as a publicly elected body, will endorse or oppose any candidate for public office, nor will it endorse or oppose political persons, parties, or groups.

2.3. **Officers of the Board of Trustees**

2.3.1. Composition – The officers of the Board of Trustees will be a president and a vice-president, who will be members of the Board, and a Secretary/Clerk and treasurer, who may but need not be members of the Board.

2.3.2. Officers, When Elected – Officers will be elected at the first meeting of the Board following elections in each even numbered year. In the case of a vacancy in any office, such vacancy will be filled as soon as practicable by electing a successor to the unexpired term of office. *Revised 6/25/19*

2.3.3. Election of Officers, How Conducted – The election of all officers will be by a public motion/vote or secret ballot at a regular meeting or a special meeting of the Board held for that purpose. *Revised 6/25/19*

2.3.4. Term of Office of Officers – Each officer of the Board will be elected for a term of two years, will assume office immediately upon election, and will hold office until his successor is elected and qualified.

2.4. **Duties of the Officers of the Board of Trustees**

2.4.1. President – The duties of the President will be, specifically: to preside at all meetings of the Board of Trustees, appoint or provide for the election of all committees, call special meetings as required, perform such other duties as may be prescribed by law for action of the Board of Trustees, and sign checks and conduct financial transactions.

2.4.2. Vice President – The duties of the vice president will be, specifically: in the case of the resignation, absence or disability of the President, to perform all of the duties of the President and perform such other and further duties as will from time to time be assigned by the President of the Board of Trustees.

2.4.3. Secretary/Clerk – The duties of the Secretary/Clerk will be, specifically: to be the official custodian of the records of the District and perform all duties required by the Board of Trustees and all duties hereinfor or hereinafter provided in these rules, record or cause to be recorded in a book provided for that same purpose the proceedings of the Board and to index the same and cause to be saved digitally as well; attest all public acts of the District; affix thereto when necessary, the seal of the Junior College District; prepare and serve or cause to be prepared and served on the members in due time notices of all regular and special meetings of the Board; and be the custodian of the official seal of the District and of the official bond of the Treasurer which will be recorded in the records of the District. *Revised 6/25/19*

2.4.4. Treasurer – The duties of the Treasurer or designated agent, will be, specifically: to keep or cause to be kept complete records of the financial transactions of the District, to sign all checks and to report from time to time concerning the financial status of the Junior College District, and other such duties as are imposed on the Treasurer by the laws of Missouri.

2.5. **Board Committees**

2.5.1. Appointment of Committees – The President of the Board of Trustees will appoint all Board committees and outline specific responsibilities of each committee. No permanent committee will be established.

2.5.2. Appointment of Lay Committees – Lay committees will be appointed on a temporary basis to accomplish certain goals, and then will be terminated at the conclusion of their duties.

2.6. **Meetings of the Board of Trustees**

2.6.1. Regular Meetings – The regular monthly meeting of the Board of Trustees is held on the fourth Tuesday of each calendar month at 5:30 p.m. on the North Central Missouri College campus unless otherwise specified.

2.6.2. Special Meetings – Special meetings may be called at any time by the President of the Board and will be called by the Secretary/Clerk upon written request by three or more members of the Board.

2.6.3. Notice of Meetings – Public notice will be given prior to all meetings of the Board of Trustees according to provisions of RSMo 610.020.

2.6.4. Quorum – At all meetings of the Board of Trustees, whether regular or special, a majority of the entire membership of the Board will constitute a quorum to do business.

2.6.5. Absences from Meetings – Any members of the Board failing to attend the meetings of the Board for three consecutive regular meetings, unless excused by the Board for reasons satisfactory to the Board, will be deemed to have vacated the seat; and the Secretary/Clerk of the Board will certify that fact to the Board. The vacancy will be filled as other vacancies occurring in the Board (RSMo 162.303). Per RSMo 178.820, members of the Board must maintain their residence within the North Central Missouri College taxing district for the duration of their term in office. *Revised 6/25/19*

2.6.6. Meetings to be Public – All regular meetings of the Board will be open to the public according to provisions of RSMo 610.010.

2.6.7. Executive Sessions – The Board of Trustees may hold, as provided by RSMo 610.021, closed meetings, closed record, and closed vote, as an Executive Sessions, provided the Board when proposing to hold such shall give notice of the time, date and place, and the reason therefore by reference to the specific exception allowed pursuant to the provisions of RSMo 610.021, and provided further that the Board complies with the provisions for record keeping, procedure and limitation, as set forth in RSMo 610.020 and RSMo 610.022.

2.6.8. Conduct of Meetings – All meetings of the North Central Missouri College Board of Trustees are conducted in accordance with applicable state laws. A majority of the members of the board constitutes a quorum for the transaction of business, but no appropriation of money nor any contract which shall require any appropriation or disbursement of money, shall be made, nor teacher employed or dismissed, unless a majority of all the members of the

board vote for the same. (RSMo 174.090). Copies of the laws are available in the office of the College President. *Revised 6/25/19*

2.6.9. Representatives of College Constituencies: The Board of Trustees recognizes a member of the Faculty Senate, the Administrative/Management/Professional Group, and the Classified Staff selected by these bodies as their representatives. These representatives will receive notices of the Board meetings and agenda and will be invited to attend the Board meetings.

2.6.10. Hearings Before Board – Any request for a hearing should be directed to the President of the College and he will place it on the agenda of a regular or special Board meeting which will be called by the President of the Board of Trustees within seven days after such request. At such meetings, the person requesting the hearing may appear, with or without counsel, to present his appeal.

2.7. **Board Agenda**

2.7.1. How Prepared – The agenda for all regular and special Board meetings will usually be reviewed by the President of the College in consultation with the Board President prior to the meeting. The agenda and supporting materials will normally be delivered to all Board members two working days prior to the Board meeting. Any Board member wanting additions or deletions to this agenda should contact the President of the College immediately. *Revised 6/25/19*

2.7.2. Agenda Items from Board Members – An individual Board member may present any item for the agenda to the College President prior to the preparation of the agenda notice for the next meeting.

2.7.3. Waiver of Notice – Any item may be considered and placed on the agenda at any time if waiver of notice is granted by the majority of the Board.

2.8. **Rules of Order**

2.8.1. Order of Business – The President, upon taking the Chair, will call the members to order on the appearance of a quorum. The order of business (unless modified by the Board) will be as follows:

2.8.1.1. Call to Order
2.8.1.2. If appropriate, waiver of notice
2.8.1.3. Approval of Minutes
2.8.1.4. Approval of the Financial Reports
2.8.1.5. Old Business
2.8.1.6. New Business
2.8.1.7. Communications and Reports
2.8.1.8. Adjournment

2.8.2. Rules of Order – In all matters not covered by the rules of the Board, parliamentary procedure will be governed by the manual known as “Roberts Rules of Order Revised.”

2.8.3. Prior Notice in Certain Cases – No employment by the District of any official or other supervisory personnel and no matter of educational policy will be submitted to the Board

for approval or placed on a regular or special meeting agenda for action by the Board until the proposed action has been circulated, in writing by the President of the College, to all members of the Board. This rule may be waived by the unanimous consent of the whole Board at the meeting when any such proposed action is contemplated.

2.8.4. Recognition – No person other than a member of the Board of Trustees, the President of the College, or other chief administrative personnel of the District designated by the Board President will be recognized to speak at any meeting of the Board of Trustees without the consent of the Board President or a majority of the Board present. Recognition to speak will be considered by the Board for persons requesting a hearing in writing to the College President or Secretary/Clerk of the Board. *Revised 6/25/19*

2.8.5. Motions, How Made – No motion will be subject to debate until it has been seconded and stated by the Chair. It will be reduced to writing at the request of any member of the Board of Trustees. When a motion has been made and seconded, the same may be withdrawn by the movant at any time before a vote has been taken on the same.

2.8.6. Privileged Motions – When a question is before the Board, no motion will be received except: to adjourn, lay on the table, close a debate, refer, postpone indefinitely, postpone to a certain time, or adopt a substitute or to amend.

2.8.7. Debate Closed – Whenever the motion to close debate prevails, the movant of the proposition or, in the case of a report, the author thereof will have the privilege of addressing the Board; and after his remarks no more debate will be in order.

2.8.8. Motion to Table – The laying of a motion on the table will be construed as affecting only such motion and not any other motion to which it might be subsidiary.

2.8.9. Appeal of Rulings – The Board President will decide all questions of order, subject to an appeal to the Board by any member. In case of such an appeal, the questions will be, "Shall the decision of the Chair be sustained," and, until it is decided all debate upon the pending question will be suspended, but decisions of the Chair may be debated when they refer to the interpretation of the rules or a point of parliamentary law. Upon a tie vote, the Chair will stand sustained.

2.8.10. Order of Voting – When the Board has decided to close debate, the vote will be taken first on any amendments that may be pending and finally on the main question.

2.8.11. Voting by Member – Reconsideration – No member of the Board may vote by proxy; however, members may attend meetings and vote by electronic communication (RSMo. 610.010). Every member present will vote in accordance with Missouri law. The reconsideration of a vote may be moved only by a member who votes with the majority and only at the same meeting at which the vote was taken. If the motion to reconsider prevails, the matter under consideration will be decided at that or the next regular session, and the matter as thus finally decided will not be revived within a period of three months unless by consent of a two-thirds majority of the Board.

2.8.12. Recording the Vote – The yeas and nays will be called and entered on the record according to RSMo. 610.015. At the request of any member, notes may be taken of the remarks of the members of the Board and officers of the Junior College made in the course of the meeting. Such remarks will be transcribed and upon the request of any member will

be recorded in the official Minutes. The books in which the notes are contained will be safely kept by the Secretary/Clerk for possible reference thereafter.

2.8.13. Late Vote – No member will be allowed to give or change his vote on any question after the result has been announced by the Chair, unless by unanimous consent of the members of the Board.

2.8.14. Conduct of Debate – When a member is about to speak on any question, he will address himself to the Board President, be recognized, confine himself strictly to the point in debate and avoid personalities. No member will speak more than five minutes at any one time on any motion under discussion, nor more than once until all other members choosing to speak have spoken not more than twice to the same question without consent of the Board nor more than three minutes in explaining his vote. Members will not be interrupted while speaking, unless by a call to order. If a member be called to order, he will cease speaking until the point is decided by the Chair.

2.8.15. Leaving a Meeting – No member will leave a meeting of the Board of Trustees before the adjournment thereof without permission of the President.

2.9. **Board Minutes and Reports**

2.9.1. Official Minute Book – The Secretary/Clerk of the Board of the College will keep the official Minute book of all Board meetings. These Minutes must be approved by a majority vote of the Board of Trustees and signed by the President and Secretary/Clerk of the Board. These books are maintained in perpetuity in a secure location. *Revised 6/25/19*

2.9.2. Presenting Reports for Board Approval – The President of the College is responsible for presenting all reports required by law and/or other agencies' documents needing the Board of Trustees' approval.

2.9.3. Distribution – Minutes of the Board of Trustees' last meeting will be prepared and distributed to the Board members along with the agenda for the next regularly scheduled Board meeting as described in section 2.7. *revised 6/25/19*

2.10. **Open Records Request Policy/Viewing of Official Records** *revised, approved, and adopted 8/27/2024*

2.10.1. North Central Missouri College (the College) is a public institution, subject to the State of Missouri's Sunshine Law. The College will address all public information requests consistent with provisions outlined by RSMo Chapter 610.023 – Missouri Sunshine Law.

2.10.2. All public information requests, or questions must be submitted to the Custodian of Records.

Mail: North Central Missouri College
ATTN: Kristi Harris, Custodian of Records
1301 Main Street
Trenton, MO 64683
E-mail: kharris@mail.ncmissouri.edu
Phone: 660-357-6205

2.10.3. When making the request, please describe the records as specifically as possible. If asking for records that cover only a particular period (such as a particular semester or a specific month), please identify that time period. If only the general subject matter of the records is known, indicate all records relating to the subject matter are being requested.

2.10.4. Following the receipt of the written request by the Custodian of Records, an initial response will be made by the end of the third business day**.**

2.10.5. The Custodian of Records does not have access to all records. In most instances, the Custodian of Records will have to contact the campus department(s), where the records are housed, so they can perform a search, obtain the records, and forward them to the Custodian of Records.

2.10.6. The College will strive to produce all documents as quickly as possible. If the College is unable to fulfill the request within three business days OR if the request cannot be fulfilled, the Custodian of Records will provide a written explanation.

2.10.7. Certain information may be redacted from the documents received, as allowed by law.

2.10.8. In some instances, there will be a cost to fulfill the request. The Custodian of Records will inform the requestor of the cost and require prepayment in the form of check, money order, or by credit card to begin the response.

2.10.8.1. Fees required for processing public information requests can include copying, research, setup and shipping costs. (See Processing Fee Schedule) At no time should the total processing fee exceed the actual cost of processing the request.

2.10.8.1.1. Fees will be assessed when any of the following apply

2.10.8.1.1.1. More than 20 hard-copy pages must be copied or scanned

2.10.8.1.1.2. It will take longer than one hour to retrieve documents responsive to the request

2.10.8.1.1.3. The response will require computer programming or database extraction

2.10.8.1.2. Processing Fee Schedule

2.10.8.1.2.1. Copying Fee: Institutional Print Rate

2.10.8.1.2.2. Research/Setup Fee: Estimated cost of employee's hourly rate of pay based on salary and benefits.

2.10.8.1.2.3. Shipping Fee: Actual costs of shipping materials and postage.

2.10.8.1.2.4. Miscellaneous fees, including CDs or flash drives, requested or required for transmission of the request, will be assessed based on actual cost.

2.10.8.1.3. The Custodian shall maintain a log of all processing fees collected. After collection and logging, all moneys received as processing fees shall be remitted to the Business Office for deposit to the College general fund.

2.10.9. Upon determining proper actions, the Custodian will complete the following:

2.10.9.1. Requests Requiring Processing:

2.10.9.1.1. Requests with No Fee

1. Forward the request to the appropriate department(s) for research.
2. Compile results.
3. Plan for the delivery or pickup of request.

2.10.9.1.2.Requests with a Fee

1. Determine the appropriate fee for processing the request, utilizing the fee schedule outlined in these Procedures. Inform the requestor that payment is required prior to processing of the requested information.
2. After collecting the processing fees, forward the request to the appropriate department(s) for research.
3. Compile Results.
4. Plan for the delivery or pickup of the request.

2.10.9.1.3. Requests Ineligibe for Processing

1. Notify the requestor that access is denied and the reason, including the statute authorizing the denial.

2.10.10. Responsibilities: The Custodian of Records is responsible for the timely execution of the Public Information Requests process. This includes receiving and disseminating requests, fee collection and completion of requests. All college departments/employees are responsible for timely gathering of responsive materials and providing them to the Custodian of Records.

2.11. **Amendments of the Rules**

2.11.1. How Amended – These rules for the government of the Board of Trustees of the Junior College District of Grundy County, Missouri, may be amended, repealed, or added to upon motion made in writing for that purpose by any member of the Board. Any such motion will not be voted upon until the next regularly scheduled meeting after it has been formally presented to the Board in writing. A majority vote of the whole Board will be required for the adoption of any amendment, alteration, repeal, or addition to these rules.

2.11.2. Suspension of Rules – Any policy or procedure not required by law may be suspended for a specified time and for a specified purpose by a unanimous vote of the members of the Board present, but such suspension will only be in effect during the meeting at which such suspension was voted.

2.12. **Governmental Immunity**: The Board of Trustees will rely upon its immunity from tort liability to the fullest extent provided by Missouri statutes in the defense of any claims which may be made against the College District. It will be the policy of the Board of Trustees to carry liability insurance sufficient to cover the maximum amount of any claims that may be legally assessed against the District under provisions of RSMo 517.600, 537.610 or other applicable provisions of federal and/or state laws.

3. General College Policies

3.1. **Ethics**

3.1.1. Declaration of Policy: The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interest in matters affecting the College.

3.1.2. Conflicts of Interest (see also Amorous Romantic/Sexual Relationships)

3.1.2.1. Introduction: All elected and appointed officials as well as candidates for election as an official and specific employees of a political subdivision must comply with RSMo. 105.485.4 on conflicts of interest as well as any other state law governing official conduct. A conflict of interest is a personal interest of a trustee or employee that might impair or reasonably appear to impair the trustee's/employee's independent and unbiased judgment in discharge of his or her institutional responsibility. A personal interest includes but is not limited to the trustee/employee, trustee's/employee's family member, or trustee's/employee's close associate. If a personal interest exists or appears to exist, the trustee or employee will disclose such interest and not participate in any decision in which he or she has conflict. The remaining governing board, in the case of trustees, will objectively make the decision in the best interest of the College. The Board Secretary/Clerk will document through Minutes that a conflict was disclosed and that the trustee did not participate in the vote. *updated 7/28/15*

3.1.2.2. Fiduciary Threshold: Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure will be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

3.1.2.2.1. 10% or more of any business entity, or

3.1.2.2.2. An interest having a value of $10,000 or more, or

3.1.2.2.3. The receipt of a salary, gratuity, or other compensation or remuneration of $5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

3.1.2.3. Federal Awards Code of Conduct: No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if

a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Violations of Codes of Conduct will be subject to review by the Board of Trustees and may result in appropriate disciplinary action including the possibility of dismissal. *added 6-30-07*

3.1.3. Disclosure Reports: Each elected official, the chief administrative officer, the chief purchasing officer, and the full-time general counsel will disclose the following information by May 1 if any such transactions occurred during the previous calendar year:

3.1.3.1. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

3.1.3.2. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

3.1.3.3. The chief administrative officer and the chief purchasing officer also will disclose by May 1 for the previous year the following information:

3.1.3.3.1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

3.1.3.3.2. The name and address of each sole proprietorship that he owned; the name, address, and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address, and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more

of any class of outstanding stock, limited partnership units or other equity interests;

3.1.3.3.3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

3.1.4. Filing of Reports

3.1.4.1. The financial interest statements will be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

3.1.4.1.1. Every person required to file a financial interest statement will file the statement annually not later than May 1 and the statement will cover the calendar year ending the immediately preceding December 31; provided that any member of the Board of Trustees may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

3.1.4.1.2. Each person appointed to office will file the statement within thirty days of such appointment or employment.

3.1.4.1.3. Those who do not file financial interest statements in a timely manner may be subject to penalties in accordance with state law. *added 7/28/15*

3.1.4.2. Financial disclosure reports giving the financial information required in Section 3 will be filed with the local political subdivision and with the secretary of state prior to January 1, 1993. After January 1, 1993, reports will be filed with the local political subdivision and the Missouri Ethics Commission. The reports will be available for public inspection and copying during normal business hours.

3.1.5. Filing of Ordinance: A certified copy of this ordinance, adopted prior to September 15, will be sent within ten days of its adoption to the Secretary of State's office. A certified copy of any ordinance adopted on or after January 1, 1993, will be sent to the Missouri Ethics Commission within ten days after its adoption.

3.1.6. Effective Date: This ordinance will be in full force and effect from and after the date of its passage and approval and will remain in effect until amended or repealed by the Board of Trustees.

3.2. **Permitted Activities**

3.2.1. Consulting: Employees are permitted to engage in consulting duties acting as private businesspersons if employment is in compliance with existing Board policy. Employees performing consulting duties and using college facilities shall reimburse the College for the use of the facilities. Use of the facilities will not be permitted if it is in violation of College insurance contract stipulations. Also see section *Policies Specific to Faculty*.

3.2.2. Non-College Employment of Professional Personnel: Employees are allowed to engage in employment if that employment would not negatively affect their usefulness as employees to the College. Employment cannot make time and/or energy demands that would interfere with their effectiveness in performing their regular assigned duties. Employment

cannot compromise the College, adversely affect the employee's employment status or professional standing or in any way conflict with assigned duties. Employees shall limit any other employment or any private business to hours not necessary to the fulfillment of their appropriate assigned duties.

3.2.3. Personal Life: The personal life of an employee will be the concern of the Board only as it may directly prevent the employee from properly performing his/her assigned functions during duty hours or violate local, state, national, or common law, or be prejudicial to his/her effectiveness in their teaching or administrative position.

3.3. **Prohibited Activities**

3.3.1. Conflict of Interest (RSMo 105.450 – 105.482) No employee will undertake consulting or professional practice assignments that would result in a conflict of interest with his/her assigned college duties. An employee cannot assist any person or company for a fee or other compensation in obtaining a contract, claim, license, or other economic benefit from North Central Missouri College. An employee cannot perform an official act for the College which directly benefits a business or other undertaking in which she/he has an financial interest or is engaged as a counsel, consultant, representative, agent, director or officer.

3.3.2. Gratuities: An employee of the College will not accept any favor, gratuity, or promotional item of significant value from any person, firm, or corporation that is engaged in or attempting to do business transactions with the College.

3.3.3. Activities Requiring Disclosure: Any employee who recommends or approves a purchase or service and who has any financial interest in the firm involved in the purchase or service will make this fact known at the time. Any employee who recommends or approves a personnel action and who has a financial interest or business association with the person will make this fact known at the time. This requirement does not include textbook adoption where the employee is clearly identified as the author or editor of the book in question.

3.3.4. Solicitation, Electioneering, and Promotion: Employees may not conduct non-college business or engage in electioneering while they are at work. The President or designate may approve specific exceptions and establish limitations/standards for posted advertisements or promotional activities by individuals or groups on college property.

3.3.5. Non-College Sponsored Professional Services: In all private consulting engagements, it is understood that the employee is acting as a private consultant; that the College is in no way a party to the contract or liable or responsible for the performance thereof; and that the College is not liable in any way for property of the client utilized for tests, observations or otherwise in connection with the consulting engagement, nor for consequent damages. The name of the College will not be used in advertising or in any other way without the written approval of the President. No employee may use College supplies, facilities, personnel or services to earn extra compensation from non-college sources without prior

determination of appropriate reimbursement and written approval of the President. No employee of the College may offer or provide services in competition with the College.

3.4. **Political Activity**: College employees, unless authorized by the President or Board of Trustees, may not speak or act politically in the name of the college, promote political positions or candidates while performing their job responsibilities, or hold elective offices that interfere with full performance of their job responsibilities.

3.5. **Copyrights**

3.5.1. Respect for intellectual labor and creativity is vital to academic discourse and enterprise. This principle applies to works of all authors and publishers in all media. It encompasses respect for the right to acknowledgement, right to privacy, and right to determine the form, manner and terms of publication and distribution. Because electronic information is volatile and easily reproduced, respect for the work and personal expression of others is especially critical in computer environments. Violations of authorized integrity, including plagiarism, invasion of privacy, unauthorized access, and trade secrets and copyright violations, may be grounds for sanctions against members of the academic community.

3.5.2. Works which are produced by an employee in connection with an approved and sponsored research project are treated in accordance with the agreement negotiated with the sponsor. In the absence of such agreement or to the extent such agreement does not fully address the ownership or works produced, such works shall be treated in accordance with stated guidelines.

3.5.3. When an employee is assigned work or responsibilities for the specific purpose of developing computer programs, visual aids, videotapes, manuals, public relations material, or other copyrightable works, the works produced pursuant thereto and all royalties therefrom shall be the property of North Central Missouri College. Such assignment shall be indicated either on the individual employment contract or in a separate document countersigned by the employee. Should the College and the employee agree to a division of royalties, such division must be included in the contract or in a separate document countersigned by the employee. If the College does not wish to copyright the work, the employee may obtain a written release from the President and may then copyright the work in his/her name. Upon written request for release by the author, the College will respond within thirty days.

3.5.4. When an employee develops copyrightable works other than those defined in previous sections, he/she shall have sole right of ownership and disposition of such works. When such works are produced, developed, or authored through the use or with the aid of College facilities, personnel, or other resources, the College must be reimbursed for the fair market value of the use of any such facilities, personnel, or resources, except those considered part of the normal academic environment including library facilities.

Manuscripts or works of art designed for publication in media where no remuneration is given the author(s) are exempt from this reimbursement.

3.5.5. Research conclusions: Research, if sponsored by agencies of federal, state, or local government, or if not sponsored but supported by College funds for released time, supplies, or service, is in fact supported by taxpayers. The researcher must ensure that the findings from the College or government sponsored research are made public before utilizing such findings for personal gain on behalf of a private client as part of a consulting engagement or otherwise giving advantage to a particular party or firm. However, the above statement is not to be interpreted to mean that the public has a right to the field notes, raw data, research notebooks, or working papers of a researcher. However, the above statement is not to be interpreted as a waiver or denial of existing regulations on the use and distribution of such data, the premature release of which would jeopardize the public interest.

3.6. **Personal Use of District Resources and Personnel**: No employee of North Central Missouri College will, under any circumstances, use any equipment belonging to said District or consume any supplies, or utilize any College personnel for any purpose other than the business of the District, nor will they permit the unauthorized use of such equipment, supplies, or personnel by others. Abuse of this policy will be subject to appropriate disciplinary action including the possibility of dismissal.

3.7. **Student or Employee Lists**: Lists of names and addresses of employees or students will not be provided to persons or organizations for non-college related commercial or solicitation purposes (see also *Personnel Information Disclosure* in Section 5). Requests from external persons or organizations for such lists, for any purpose, will not be granted without the permission of the President of the College.

3.8. **Posting Policy**: NCMC is committed to creating a campus which supports the educational mission of the College, provides a campus culture conducive to learning, and is free from obscene materials and hostile environments. Members of the College community are allowed to publicize their events in designated areas, with prior permission from the President's Office or Dean of Student Affairs Office. The form and content of the publicity will be restricted if it is libelous, obscene, incites riot or other unlawful action. Postings should follow relevant procedures and contain the name of the organization or department, and if applicable event date, time, and location. Postings should also conform to local, state, and federal laws.

3.8.1. Procedures: All postings must follow the established guidelines. The posting and/or distribution of signs, handbills and flyers in buildings at North Central Missouri College will be limited to students, registered student groups and official units of the College. Business and profit organizations will be allowed to post information on public bulletin boards in academic buildings and in the Ketcham Community Center only, with prior approval.

Posters advertising non-College sponsored events must be of general interest to the College community and sponsored by not-for-profit organizations.

3.8.2. Regulations

3.8.2.1. Any and all items for general posting must be approved by the President's Office or Dean of Student Affairs Office. The approval process requires a minimum of 2 business days for review and approval. To receive approval, email a copy of the posting or send the original to the President's Office or Dean of Student Affairs Office. If approved, a stamped original will be returned to the appropriate party. All postings must have stamped approval. Postings inside the residence halls require approval from the Residence Life Office. Postings in classrooms and/or on boards assigned to departments need Department Chair approval.

3.8.2.2. Posters and flyers must not exceed 14"x 22" in size. Signs exceeding the limit must have special permission from the President's Office or Dean of Student Affairs Office for posting.

3.8.2.3. The name of the sponsoring group or unit must appear on the flyer or sign and if applicable, include the event date, time and location.

3.8.2.4. Signs, posters, flyers, etc., should be posted for a period not exceeding two weeks.

3.8.2.5. Signs maybe posted in areas designed for posters (i.e. bulletin boards designated for general use or kiosks). Posters and flyers may not be attached to windows, doors, walls, floors, trees, or any other part of the College grounds.

3.8.2.6. A limit of ten posters may be posted throughout campus and posting over or removing existing material is prohibited, unless it is past the advertised date.

3.8.2.7. Banners and lawn signs may be used for some special occasions, but must be approved by the President's Office or Dean of Student Affairs Office in advance.

3.8.2.8. Advertisements for persons running for state or local elected positions may be placed on the public bulletin boards only.

3.8.2.9. Writing with water-based chalk on the sidewalks and/or stairs should receive prior permission from the President's Office or Dean of Student Affairs Office.

3.8.2.10. The sponsoring organization has the primary responsibility for removing promotional information within 48 hours after an event. Failure to remove signs or postings in unauthorized locations may result in the organization being billed for sign removal and possible denial of future posting privileges.

3.8.2.11. Posters/flyers etc. promoting the consumption of alcohol and/or illegal substances are not permitted to be posted on campus.

3.8.2.12. Postings not in English need an English translation on the posting.

3.8.2.13. The College reserves the right to remove any form of advertising which does not comply with these procedures and/or bill the responsible party for the cost of removal. *entire posting policy revised 2/27/17*

3.9. **Safety**

3.9.1. Machines and Equipment – Each employee will see that machinery and equipment under his/her supervision are operated in accordance with safety rules and that all students and employees who use such machinery and equipment understand and employ appropriate safety measures.

3.9.2. Reporting Hazardous Conditions – All District personnel will report dangerous or hazardous conditions of buildings, grounds, or equipment to the Business Office.

3.10. **Solicitation and Approval of Gifts and Grants to the District**: North Central Missouri College welcomes and solicits financial support from the state and federal governments, businesses, clubs and organizations, and individuals. All requests for support will be administered by the College President or designated representative. No other faculty or staff member or student is authorized to solicit funds or to accept gifts for the District except with the prior approval of the College President or designated representative. The Board of Trustees will reserve the right to accept or decline all gifts or grants for the District. Solicitations from faculty, staff, and students for purposes other than school activities will be prohibited except with the express approval of the President of the College or the Board of Trustees.

3.11. **Electronic Information Systems Use Policy** *updated 5/23/2023* It is the policy of North Central Missouri College to maintain access to local, national, and international sources of information and provide an atmosphere that encourages free exchange of ideas and promote learning. Use of the College's electronic information systems is a privilege and not a right. Users must respect the rights of other users, respect the integrity of the systems and related physical resources, and comply with all relevant laws, College policies and procedures, and contractual agreements.

3.11.1. Network Definition: The College network is defined to include any and all computer and electronic based communication facilities (voice, data, and video) and/or equipment which are owned or operated under the supervision of North Central Missouri College.

3.11.2. Criminal or Illegal Acts: Electronic information systems of the College, which include hardware, software, and network environment, shall not be used for illegal or criminal activities. Such activities may involve, but are not limited to, unauthorized access, intentional corruption or misuse of resources, theft, defamation, obscenity, pornography, child pornography, and harassment based upon ethnicity, disability, age, religion, or sex. The College will cooperate with all branches of law enforcement (local, state, federal, or international) in investigations of a criminal nature by making available transmissions and files within the College's network.

3.11.3. Copyright Law: North Central Missouri College treats copyright infringement very seriously. It is illegal to violate the copyright law, including downloading or sharing music and videos without permission from the copyright owner. Copyright owners have begun using software to aggressively search for people who are providing copyrighted materials to others over the Internet without the copyright owner's permission.

3.11.4. Information Security: Employees must understand and follow the information security policies. All data that is collected must be secure. Secure Data Elements, also known as

personal identifiable information, must never be released to any entity outside of the college without written student consent or approval from the Registrar's Office or Vice President of Student Affairs except to the extent that FERPA authorizes disclosure without consent. Employees that fail to follow the Information Security policies are subject to the sanctions of the North Central Missouri College's Electronic Information System Use Policy.

3.11.4.1. Secure Data Elements: Although commonly stored, these data elements are protected and must not be made available except to the extent that FERPA authorizes disclosure without consent. This information should not be released verbally, and electronic or paper reports containing this data must be approved before release. This information includes first name (or first initial) and last name in combination with any other data element. Examples of additional data elements include but are not limited to: social Security Number, Driver's License Number, passport number, or other unique identification number issued by the government; financial account, credit card, or debit card number, unique electronic identifier or routing code in combination with any required security code, access code, or password that would permit access to an individual's financial account, health insurance information; address information; personal characteristics, including: photographic image, fingerprints, handwriting, or other biometric data; date or place of birth; mother's maiden name; PIN or passwords; national or ethnic origin; religious affiliation(s); employment information; financial information including account balances or histories; and information contained in educational records that are not listed as directory information.

3.11.4.2. Do not store these data elements electronically or on paper: full credit card numbers (the last four digits are acceptable), credit card validation codes (three to four digit code on front or back of card used to verify card no present transactions), or credit card PIN numbers.

3.11.4.3. FERPA: Employees of North Central Missouri College are expected to maintain the confidentiality of all educational records as outlined in the Family Educational Right and Privacy Act (FERPA). FERPA is a federal act designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records, and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings. The College Catalog and website state the policy regarding academic records at North Central Missouri College. Academic records are open to members of the faculty and staff who have a legitimate educational interest in seeing the records. Information should not be viewed unless it is required to fulfill job responsibilities at NCMC. Under the terms of FERPA, certain directory information may be released to third parties without the written consent of students, however students have the right to restrict release of directory information. All third-party requests for academic information should be cleared through the offices of the Vice President of Student Affairs or the Registrar at North Central Missouri College.

3.11.4.4. Smart Phone / Mobile Device: All portable devices that use the college network or resources to synchronize or store data must have an automated lock configured to prevent unauthorized access. All devices must be updated to ensure the highest level of security. IT Services must be notified of missing or stolen devices no later than the next business day.

3.11.4.5. Flash Drives: College employees must use an approved password-protected encrypted flash drive. Lost or stolen storage devices must be reported to IT Services no later than the next business day.

3.11.4.6. Mobile Computing Devices: All mobile computing devices (for example: laptops and tablets) used for administrating College business must have the hard drive encrypted and be a member of the domain. It Services must be notified of missing or stolen computers no later than the next business day.

3.11.4.7. Off Campus IT Services: Contracting with the use of services such as cloud or any type of remote service not provided by the IT services department is prohibited. The use of personal our cloud based (hosted) storage such as, but not limited to SkyDrive, Dropbox, and Google Documents is not permitted.

3.11.5. Email: Secure data elements should not be sent via email. Instead of email, transmit information securely using NCMC-approved services (for example: Softdocs and Parchment). Users must comply with the CAN-SPAM Act that deals with sending bulk/commercial messages that are unsolicited. Contact the helpdesk before sending messages to recipients with which you do not have a prior working relationship.

3.11.6. Acceptable uses of NCMC electronic information systems are (this list is not all-inclusive):

3.11.6.1. A means for authorized users to have legitimate access to email, network resources, and/or internet access.

3.11.6.2. Any use necessary to complete research or coursework assigned to a College employee or student.

3.11.6.3. Communication for professional development.

3.11.6.4. Other administrative and/or academic communications or activities in direct support of College projects and missions.

3.11.6.5. Limited personal use may be allowed when such use meets the following criteria: it does not interfere with College operations, it does not compromise the functioning of the College network and computing resources, it does not interfere with the user's employment or other obligations to the College, and it does not violate any other laws, regulations, or College policy.

3.11.7. Unacceptable uses of NCMC electronic information systems are: (this list is not all-inclusive):

3.11.7.1. Any commercial or for-profit use.

3.11.7.2. Attempting to gain or gaining unauthorized access to the computer system or files of another.

3.11.7.3. Including the use of another individual's identification, network, email or other College-based account and/or related passwords.

3.11.7.4. Any use that causes unauthorized network disruption, system failure, or data corruption.

3.11.7.5. Any use related to achieving, enabling, or hiding unauthorized access to network resources, College-owned software, or other information belonging to North Central Missouri College.

3.11.7.6. Unauthorized or excessive personal use.

3.11.7.7. Use of computing facilities or network resources to send obscene, harassing, abusive, or threatening messages.

3.11.7.8. Use of computing or network resources to send malicious software or malicious content.

3.11.7.9. Use of computing or network resources for social engineering, phishing, or other activities designed to fraudulenty obtain information from College end users.

3.11.7.10. Use of peer to peer file sharing sites such as uTorrent, Bittorrent, qBittorrent, Transmission, Bitport.io, FrostWire, Deluge, Flox, Webtorrient.io, Shareaza, eMule, and many more peer to peer file sharing sites.

3.11.8. User Responsibility and Account Ownership: Users may not allow other individuals to use their College-assigned network, email, or other College-based account. Employees and students are individually responsible and accountable for the proper use of their assigned accounts. Users should take proper security measures to ensure the integrity of their accounts and should also report any notice of unauthorized access. All College-managed network and cloud storage locations. must be properly password protected. The College uses email to communicate important information; therefore all users are encouraged to check their email on a regular basis. However, the college will not request end users to send password or sensitive information via email.

3.11.9. Additional Policies: North Central Missouri College is required by contract with MOREnet to abide by (and therefore enforce) their policies and procedures. For more information about MOREnet's policies, procedures, and security measures, visit them online at https://more.net.

3.11.10. User Conduct and Sanctions: Abuse of the College's electronic information system or violation of any local, state, or federal telecommunication law or regulation, or College policy, is not allowed and may subject the individual to criminal, civil, and institutional penalties and liabilities.

3.11.10.1. Penalties for violation of college policies including unauthorized peer-to-peer file sharing, illegal downloading or unauthorized distribution of copyrighted material using the College's information technology system can include, but not be limited to, loss of all College computer network privileges, probation, suspension from the College, and/or referral to law enforcement for prosecution, including criminal or civil action. Employees can also be subject to termination.

3.11.10.2. Penalties for violation of federal copyright laws and copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or "statutory" damages

affixed at not less than $750 and not more than $30,000 per work infringed. For "willful" infringement, a court may award up to $150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys' fees. For details, see Title 17, United States Code, Sections 504, 505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to $250,000 per offense.

3.11.10.3. FERPA is enforced by the Family Compliance Office, which is part of the U.S. Department of Education. Violations may result in NCMC's loss of ability to offer federal financial aid programs, institutional fines, personal law suits, termination of employment, and other sanctions. All employees shall read and become familiar with the "Guidelines for Release of Education Records" as posted on the NCMC website. More information is available at https://www.ncmissouri.edu/registrar.

3.11.11. Policy Posting and Updates: This Electronic Information Systems Use Policy is available on NCMC's internet at https://www.ncmissouri.edu/consumerinfo/acceptable-use-policy. Email notifications will be made available as changes affect this policy.

3.12. **Records Retention**: North Central Missouri College adheres to the University General Retention Schedule (UGRS) regarding the retention and disposal of college records as instructed by the Missouri Office of the Secretary of State, Division of Records Management. *updated 9/26/17*

3.13. **Tuition Waivers for Non-College Employees** *revised 7/31/17*

3.13.1. Trenton IX Employees

3.13.1.1. Employees considered to be full-time by the R-IX District may enroll in college credit courses at NCMC with tuition waived, excluding tuition for noncredit courses (e.g., seminars, community service courses, and continuing education courses), audited courses, and repeated courses. Employees who take courses with tuition rates which exceed the in-district rate must pay the difference between the in-state rate and the charged tuition rate. In order to be eligible for a tuition waiver, employees must complete the Free Application for Federal Student Aid (FAFSA) for the corresponding academic year and meet the definitions of Title IV financial aid eligibility, with the exception of a high school diploma or equivalent and degree-seeking status. The FAFSA and verification of FAFSA, if selected for verification, must be submitted to NCMC and finalized prior to the end of the term in which the waiver is to be applied. Waivers may not be applied to prior terms retroactively. Federal and state grants, including the A+ scholarship, and all other tuition specific financial aid will be applied toward costs prior to the award of any tuition waivers. Employees are responsible for any fees assessed for No Shows.

3.13.1.2. Other charges such as fees (e.g., application, activity, facility, health, course, and lab), books, supplies, housing, fines, etc., will not be waived.

3.13.1.3. The policy is limited to Trenton R-IX full-time employees and their dependents. For the purpose of tuition waivers only, dependents are those

individuals defined as unmarried child under the age of 24, and/or disabled child over the age of 24. Employees seeking a waiver for a dependent must submit a Dependent Eligibility Verification (DEV) form along with the waiver. Trenton R-IX employees' dependents qualify for tuition waivers equal to 50% of the tuition. Dependents who will be enrolled in high school while taking college courses are exempt from completing the FAFSA, but must meet the same guidelines and are subject to the same restrictions listed above. Individuals must be eligible to receive a waiver in the semester in which they use the waiver.

3.13.1.4. For individuals who have retired with at least five years of service from the Trenton R-IX District but are not yet 60 years of age, tuition will be waived for the retired employee but not for their dependents.

3.13.1.5. Tuition waiver forms and DEV forms are available from the NCMC Financial Aid Office. Waiver forms must be signed by the Superintendent and the NCMC President. Waiver forms must be submitted to NCMC's Financial Aid Office by the final payment deadline of the term for which the waiver is requested.

3.13.2. Head Start and WIOA Employees

3.13.2.1. Employees considered to be full-time by Head Start/WIOA may enroll in college credit courses at NCMC with tuition waived, excluding tuition for noncredit courses (e.g., seminars, community service courses, and continuing education courses), audited courses, and repeated courses. Employees who take courses with tuition rates which exceed the in-state rate must pay the difference between the in-state rate and the charged tuition rate. In order to be eligible for a tuition waiver, employees must complete the Free Application for Federal Student Aid (FAFSA) for the corresponding academic year and meet the definitions of Title IV financial aid eligibility, with the exception of a high school diploma or equivalent and degree-seeking status. The FAFSA and verification of FAFSA, if selected for verification, must be submitted to NCMC and finalized prior to the end of the term in which the waiver is to be applied. Waivers may not be applied to prior terms retroactively. Federal and state grants, including the A+ scholarship, and all other tuition specific financial aid will be applied toward costs prior to the award of any tuition waivers. Employees are responsible for any fees assessed for No Shows.

3.13.2.2. Other charges such as fees (e.g., facility, activity, facility, course, and lab), books, supplies, housing, fines, etc., will not be waived, with the exception of the health fee.

3.13.2.3. The policy is limited to Head Start and WIOA employees, spouses/domestic partners, and their dependents. For the purpose of tuition waivers only, dependents are those individuals defined as unmarried child under the age of 24, and/or disabled child over the age of 24. Employees seeking a waiver for a spouse/domestic partner and/or dependent must submit a Dependent Eligibility Verification (DEV) form along with the waiver. Spouses/domestic partners and/or dependents must meet the same guidelines and are subject to the same restrictions listed above. Dependents who will be enrolled in high school while taking college courses are exempt from

completing the FAFSA. Individuals must be eligible to receive a waiver in the semester in which they use the waiver.

3.13.2.4. If a Head Start/WIOA employee works more than 675 hours per year but less than 1,400 hours per year, tuition will be reduced by fifty percent (50%). If a Head Start/WIOA employee works 1,400 hours or more per year, the tuition will be fully waived. Waivers for dependents of employees will be applied at the same rate as the employee. The restrictions listed above will apply.

3.13.2.5. For individuals who have retired with at least five years of service from Head Start or WIOA but are not yet 60 years of age, tuition will be waived for the retired employee but not for their dependents.

3.13.2.6. Tuition waiver forms and DEV forms are available from the NCMC Financial Aid Office. Waiver forms must be signed by the Head Start/WIOA program administrator and the NCMC President. Waiver forms must be submitted to NCMC's Financial Aid Office by the final payment deadline of the term for which the waiver is requested.

3.13.3. Waivers for Senior Citizens

3.13.3.1. North Central Missouri College encourages lifelong learning and awards full tuition waivers to Missouri senior citizens on a space available basis (RSMo 173.241). Any Missouri resident who is at least 65 years of age on or before August first of a school year may enroll in an available credit-bearing course on a not-for-credit (audit) basis. Persons may begin enrolling in a course for which a waiver is requested no earlier than one business day prior to the first day of the scheduled term. Audit declarations must be made with the Registrar. Persons seeking a waiver pursuant to this section shall provide documentation of age and shall satisfy all other necessary entrance requirements in order to be eligible to receive a waiver.

3.13.3.2. Other charges such as fees (e.g., application, activity, facility, course, and lab), books, supplies, housing, fines, etc., will not be waived, with the exception of the health fee.

3.13.3.3. The number of available senior citizen waivers is limited to no more than ten students per semester.

3.13.3.4. Tuition waiver forms are available from the NCMC Financial Aid Office. Audit declarations must be made and waiver forms submitted to NCMC at the time of registration.

3.14. **Sexual Misconduct Policy**

3.14.1. General Statement of Policy: North Central Missouri College is committed to fostering a learning environment that is safe, inclusive, and fosters academic success. NCMC considers Sexual Harassment in all its forms to be a serious offense and a violation of this policy. Consistent with NCMC's Non-Discrimination Notice and the U.S. Department of Education's implementing regulations for Title IX of the Education Amendments of 1972 ("Title IX") (*see* 34 C.F.R. § 106 *et seq.*), NCMC prohibits Sexual Harassment that occurs within its education programs or activities.

For purposes of this policy, Sexual Harassment includes Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, and Stalking.

Administrators, faculty member, staff, students, contractors, guests, and other members of the NCMC community who commit Sexual Harassment are subject to the full range of NCMC discipline including verbal reprimand; written reprimand; mandatory training, coaching, or counseling; mandatory monitoring; partial or full probation; partial or full suspension; fines; permanent separation from the institution (that is, termination or dismissal); physical restriction from NCMC property; cancellation of contracts; and any combination of the same.

3.14.2. Scope of the Policy: This policy applies to Sexual Harassment that occurs within NCMC's Education Programs or Activities and that is committed by an administrator, faculty member, staff, student, contractor, guest, or other member of the NCMC community.

This policy does not apply to Sexual Harassment that occurs off-campus, in a private setting, and outside the scope of NCMC's Education Programs or Activities; such sexual misconduct may be prohibited by the Student Code of Conduct if committed by a student, the Faculty Handbook if committed by a faculty member, or other NCMC policies and standards if committed by an employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in NCMC's Education Programs or Activities, such as a study abroad program. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, the Faculty Handbook if committed by a faculty member, or other NCMC policies and standards if committed by an employee, including but not limited to the Employee-Student Relationships policy.

3.14.3. Definitions

3.14.3.1. "Sexual Harassment" is conduct on the basis of sex that constitutes Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking.

3.14.3.2. "Quid Pro Quo Sexual Harassment" is an employee of NCMC conditioning the provision of an aid, benefit, or service of NCMC on an individual's participation in unwelcome sexual conduct.

3.14.3.3. "Hostile Environment Sexual Harassment" is unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person access to NCMC's Education Programs or Activities.

3.14.3.4. "Sexual Assault" is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investivation.

Includes the sex offenses of Rape, Sodomy, Sexual Assault with an Object, Fondling, Incest, and Statutory Rape.[1]

3.14.3.4.1. "Rape" is the carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. There is "carnal knowledge" if there is the slightest penetration of the vagina or penis by the sexual organ of the other person. Attempted Rape is included. Rape includes Sodomy and Sexual Assault with an Object.

3.14.3.4.1.1. "Sodomy" is included in the definition of "Rape" and is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

3.14.3.4.1.2. "Sexual Assault with an Object" is included in the definition of "Rape" and includes using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. Non-consensual oral penetration by a sex-related object is also prohibited. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.

3.14.3.4.2. "Criminal Sexual Contact" is the intentional touching of the clothed or unclothed body parts without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. The forced touching by the victim of the actor's clothed or unclothed body parts, without consent of the victim, for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes instances where the victim is incapable of giving consent because of age or incapacity due to temporary or permanent mental or physical impairment or intoxication for the purpose of sexual degradation, sexual gratification, or sexual humiliation. Fondling is included as part of criminal sexual contact and is prohibited.

3.14.3.4.3. "Incest" is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Missouri law.

3.14.3.4.4. "Statutory Rape" is sexual intercourse with a person who is under the statutory age of consent as defined by Missouri law.

3.14.3.5. "Domestic Violence" is felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has

cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Missouri, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Missouri.

3.14.3.6. "Dating Violence" is violence committed by a person –

Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

Where the existence of such a relationship will be determined based on a consideration of the following factors:

The length of the relationship;

The type of the relationship; and

The frequency of interaction between the person involved in the relationship.

3.14.3.7. Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to— (A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress.

3.14.3.8. Consent: refers to words or actions that a reasonable person in the perspective of the Respondent would understand as agreement to engage in the sexual conduct at issue. A person who is Incapacitated is not capable of giving Consent.

3.14.3.9. "Coercion" is direct or implied threat of force, violence, danger, hardship, or retribution sufficient to persuade a reasonable person of ordinary susceptibility to perform an act which otherwise would not have been performed or acquiesce in an act to which one would otherwise not have submitted. Coercion can include unreasonable and sustained pressure for sexual activity. Coercive behavior differs from seductive behavior based on the type of pressure someone uses to get consent from another. A person's words or conduct cannot amount to Coercion for purposes of this policy unless they wrongfully impair the other's freedom of will and ability to choose whether or not to engage in sexual activity.

3.14.3.10. "Incapacitated" refers to the state where a person does not appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition or disability, or due to a state of unconsciousness or sleep.

3.14.3.11. "Retaliation" is intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX and its implementing regulations or because an 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.

3.14.3.12. "Complainant" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

3.14.3.13. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

3.14.3.14. "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting

that NCMC investigate the allegation of Sexual Harassment in accordance with this policy. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in NCMC's Education Programs or Activities. A "document filed by a Complainant" means a document or electronic submission (such as an email) that contains the Complainant's physical or electronic signature or otherwise indicates that the Complainant is the person filing the Complaint.

3.14.3.15. "Supportive Measures" are non-disciplinary, non-punitive individualized services offered, as appropriate, and reasonably available, and without fee or charge, that are designed to restore or preserve equal access to NCMC's Education Programs or Activities without unreasonably burdening another party, including measures designed to protect the safety of all parties implicated by a report or NCMC's education environment, or to deter Sexual Harassment. Supportive measures may include: counseling, extensions of academic or other deadlines, course-related adjustments, modifications to work or class schedules, campus escort services, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of campus, and other similar measures. Supportive Measures may also include mutual restrictions on contact between the parties implicated by a report.

3.14.3.16. "Education Programs and Activities" refers to all the operations of NCMC, including, but not limited to, in-person and online educational instruction, employment, research activities, extracurricular activities, athletics, residence life, dining services, performances, and community engagement and outreach programs. The term applies to all activity that occurs on campus or on other property owned or occupied by NCMC. It also includes off-campus locations, events, or circumstances over which NCMC exercises substantial control over the Respondent and the context in which the Sexual Harassment occurs, including Sexual Harassment occurring in any building owned or controlled by a student organization that is officially recognized by NCMC.

3.14.3.17. UNDERSTANDING HOSTILE ENVIROMENT SEXUAL HARASSMENT In determining whether a hostile environment exists, NCMC will consider the totality of circumstances, including factors such as the actual impact the conduct has had on the Complainant; the nature and severity of the conduct at issue; the frequency and duration of the conduct; the relationship between the parties (including accounting for whether one individual has power or authority over the other); the respective ages of the parties; the context in which the conduct occurred; and the number of persons affected. NCMC will evaluate the totality of circumstances from the perspective of a reasonable person in the Complainant's position. A person's adverse subjective reaction to conduct is not sufficient, in and of itself, to establish the existence of a hostile environment.

NCMC encourages members of the NCMC Community to report any and all instances of Sexual Harassment, even if they are unsure whether the conduct rises to the level of a policy violation.

Some specific examples of conduct that may constitute Sexual Harassment if unwelcome include, but are not limited to:

Unreasonable pressure for a dating, romantic, or intimate relationship or sexual contact

Unwelcome kissing, hugging, or massaging

Comments of sexual nature

Sexual innuendos, jokes, or humor

Displaying sexual graffiti, pictures, videos, or posters

Using sexually explicit profanity

Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities

Email, internet, or other electronic use that violates this policy

Leering or staring at someone in a sexual way, such as staring at a person's breasts or groin

Whistling or other sexually explicit sounds or gestures

Sending sexually explicit emails, text messages, or social media posts

Commenting on a person's dress in a sexual manner

Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship

Insulting, demeaning, or degrading another person based on gender or gender stereotypes

3.14.4. UNDERSTANDING CONSENT AND INCAPACITATION

3.14.4.1. Consent: Lack of consent is a critical factor in determining whether Sexual Harassment has occurred. As defined above, consent is a mutual, voluntary, and informed agreement to participate in specific sexual acts with another person that is not achieved through unreasonable manipulation or coercion—or any kind of physical force or weapon—and requires having cognitive ability to agree to participate. Consent requires a clear and unmistakable voluntary agreement, expressed in mutually understandable words or actions, to engage in sexual activity. A verbal "no" constitutes lack of consent, even if it sounds insincere or indecisive. Silence or absence of resistance does not imply consent.

Informed consent cannot be gained by force, coercion, threat, by ignoring or acting in spite of the objections of another, or by taking advantage of the incapacitation of another, where the Respondent knows or reasonably should have known of such incapacitation. Informed consent is also absent when the activity in question exceeds the scope of informed consent previously given, i.e. past consent does not imply future consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn

at any time. When consent is withdrawn, sexual activity must immediately stop. In the state of Missouri, consent cannot be provided if the person lacks the mental capacity to authorize the conduct charged to constitute the offense and such mental incapacity is manifest or known to the actor; or it is given by a person who by reason of youth, mental disease or defect, intoxication, a drug-induced state, or any other reason anyone under the age of seventeen cannot give informed consent.

In evaluating whether consent was given, consideration will be given to the totality of the facts and circumstances, including but not limited to the extent to which a complainant affirmatively uses words or actions indicating a willingness to engage in sexual contact, free from manipulation, intimidation, fear, or coercion; whether a reasonable person in the Respondent's position would have understood such person's words and acts as an expression of consent; and whether there are any circumstances, known or reasonably apparent to the Respondent, demonstrating incapacitation or fear.

3.14.4.2. Incapacitation. Incapacitation is a state where an individual cannot make an informed and rational decision to consent to engage in sexual contact because the individual lacks conscious knowledge of the nature of the act (e.g., to understand the "who, what, where, when, why or how" of the sexual interaction) and/or is physically or mentally helpless. An individual is also considered incapacitated, and therefore unable to give consent, when asleep, unconscious, or otherwise unaware that sexual contact is occurring.

Incapacitation can only be found when the Respondent knew or should have known that the Complainant was incapacitated when viewed from the position of a sober, reasonable person. One's own intoxication is not an excuse for failure to recognize another person's incapacitation. Because incapacitation may be difficult to discern, students and employees are strongly encouraged to err on the side of caution; i.e., when in doubt, assume that another person is incapacitated and therefore unable to give consent.

Incapacitation may result from the use of alcohol and/or other drugs; however, consumption of alcohol of other drugs, inebriation, or intoxication alone are insufficient to establish incapacitation. Incapacitation is beyond mere drunkenness or intoxication. The impact of alcohol or drugs varies from person to person, and evaluating incapacitation requires an assessment of how consumption of alcohol and/or drugs impacts an individual's:

Decision-making ability

Awareness of consequences

Ability to make informed judgments

Capacity to appreciate the nature of circumstances of the act.

No single factor is determinative of incapacitation. Some common signs that someone may be incapacitated include slurred speech, confusion, shaky balance, stumbling or falling down, vomiting, and unconsciousness

3.14.5. REPORTING SEXUAL HARASSMENT Any person may report Sexual Harassment to the Title IX Coordinator. Reports may be made in person, by regular mail, telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. In-person reports must be made during normal business hours, but reports can be made by regular mail, telephone, or electronic mail at any time, including outside normal business hours.

The name and contact information for the Title IX Coordinator is:
Dr. Kristen Alley
Vice President of Student Affairs
NCMC Campus, Alexander Student Center
Office 12, 1204 Main Street, Trenton, MO
660-359-3948, ext. 1400
kalley@mail.ncmissouri.edu

In addition to reporting to the Title IX Coordinator, any person may report Sexual Harassment to the Deputy Title IX Investigators or any NCMC employee with managerial authority over other employees, including cabinet members, deans, department heads, unit supervisors, and other managers (collectively "Reporting Officials") who must promptly forward such report of Sexual Harassment to the Title IX Coordinator.

The Deputy Title IX Coordinators are:
Kristi Harris
Chief of Staff
NCMC Campus, President's Office Frey
1213 Mabel Street, Trenton, MO
660-359-3948, ext. 1203
kharris@mail.ncmissouri.edu
Dr. Beth Caldarello
Director of Library Services
NCMC Campus, Geyer Hall Library
1301 Main Street, Trenton, MO
660-359-3948 x1322
bcaldarello@mail.ncmissouri.edu

NCMC employees who are not Reporting Officials are encouraged, but are not required to, forward reports of Sexual Harassment to the Title IX Coordinator.

3.14.6. SPECIAL ADVICE FOR INDIVIDUALS REPORTING SEXUAL ASSAULT, DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING If you believe you are the victim of Sexual Assault, Domestic Violence, or Dating Violence, get to safety and do everything possible to preserve evidence by making certain that the crime scene is not disturbed. Preservation of evidence may be necessary for proof of the crime or in obtaining a protection order. For those who believe that they are victims of Sexual Assault, Domestic Violence, or Dating Violence, NCMC recommends the following:

Get to a safe place as soon as possible.
Try to preserve All physical evidence of the crime—avoid bathing, using the toilet, rinsing one's mouth or changing clothes. If it is necessary, put all clothing that was worn at the time of the incident in a paper bag, not a plastic one.
Do not launder or discard bedding or otherwise clean the area where the assault occurred- preserve for law enforcement
Preserve all forms of electronic communication that occurred before, during, or after the assault
Contact law enforcement by calling 911.
Get Medical attention - all medical injuries are not immediately apparent. This will also help collect evidence that may be needed in case the individual decides to press charges. Local hospitals have evidence collection kits necessary for criminal prosecution should the victim wish to pursue charges. Take a full change of clothing, including shoes, for use after a medical examination.
Contact a trusted person, such as a friend or family member for support.
Talk with a professional licensed counselor, NCMC chaplain, or health care provider who can help explain options, give information, and provide emotional support.
Make a report to the Title IX Coordinator.
Explore this policy and avenues for resolution under the Title IX Grievance Process.
It is also important to take steps to preserve evidence in cases of Stalking, to the extent such evidence exists. Such evidence is more likely to be in the form of letters, emails, text messages, electronic images, etc. rather than evidence of physical contact and violence. This type of non-physical evidence will also be useful in all types of Sexual Harassment investigations.
Once a report of Sexual Assault, Domestic Violence, Dating Violence, or Stalking is made, the victim has several options such as, but not limited to:
obtaining Supportive Measures
contacting parents or a relative
seeking legal advice
seeking personal counseling (always recommended)
pursuing legal action against the perpetrator
filing a Formal Complaint
requesting that no further action be taken
The Title IX Coordinator can assist individuals in obtaining a personal protection order ("PPO").

3.14.7. AMNESTY To encourage reporting, NCMC provides amnesty to victims who may be hesitant to report to College officials because they fear that they themselves may be accused of minor policy violations, such as underage drinking or visitation, related to the sexual misconduct incident. Amnesty means that the individual's conduct will not be subject to punitive conduct action, but may be addressed through education, assessment and/or treatment. No conduct proceedings or conduct record will result from conduct that

falls under amnesty. The Title IX Coordinator will make decisions regarding amnesty. The College's commitment to amnesty in these situations does not prevent action by police or other legal authorities against an individual who has illegally consumed alcohol or drugs or has otherwise violated the law.

3.14.8. PRELIMINARY ASSESSMENT After receiving a report under "Reporting Sexual Harassment," the Title IX Coordinator will conduct a preliminary assessment to determine:

Whether the conduct as reported, falls or could fall within the scope of this policy (see "Scope"); and

Whether the conduct, as reported, constitutes or could constitute Sexual Harassment.

If the Title IX Coordinator determines that the conduct reported could not fall within the scope of the policy, and/or could not constitute Sexual Harassment, even if investigated, the Title Coordinator will close the matter and may notify the reporting party if doing so is consistent with the Family Educational Rights and Privacy Act ("FERPA"). The Title IX Coordinator may refer the report to other NCMC offices, as appropriate.

If the Title IX Coordinator determines that the conduct reported could fall within the scope of the policy, and/or could constitute Sexual Harassment, if investigated, the Title IX Coordinator will proceed to contact the Complainant (see "Contacting the Complainant")

As part of the preliminary assessment, the Title IX Coordinator may take investigative steps to determine the identity of the Complainant, if it is not apparent from the report.

3.14.9. CONTACTING THE COMPLAINANT If a report is not closed as a result of the preliminary assessment (see "Preliminary Assessment"), NCMC will offer and make available Supportive Measures to the Complainant regardless of whether the Complainant elects to file a Formal Complaint.

3.14.10. Supportive Measures If Contemporaneously with the Respondent being notified of a Formal Complaint, the Title IX Coordinator will notify the Respondent of the availability of Supportive Measures for the Respondent, and NCMC will offer and make available Supportive Measures to the Respondent in the same manner in which it offers and makes them available to the Complainant. NCMC will also offer and make available Supportive Measures to the Respondent prior to the Respondent being notified of a Formal Complaint, if the Respondent requests such measures.

NCMC will maintain the confidentiality of Supportive Measures provided to either a Complainant or Respondent, to the extent that maintaining such confidentiality does not impair NCMC's ability to provide the Supportive Measures in question.

3.14.11. INTERIM REMOVAL At any time after receiving a report of Sexual Harassment, the Title IX Coordinator may remove a student Respondent from one or more of NCMC's Education Programs or Activities on an temporary basis if an individualized safety and risk analysis determines that an immediate threat to the physical health or safety of any student or

other individual arising from the allegations of Sexual Harassment justifies removal. In the event the Title IX Coordinator imposes an interim removal, the Title IX Coordinator must offer to meet with the Respondent within twenty-four hours and provide the Respondent an opportunity to challenge the interim removal.

In the case of a Respondent who is a non-student employee (administrator, faculty, or staff), and in its discretion, NCMC may place the Respondent on administrative leave at any time after receiving a report of Sexual Harassment, including during the pendency of the investigation and adjudication process (see "Investigation" and "Adjudication").

For all other Respondents, including independent contractors and guests, NCMC retains broad discretion to prohibit such persons from entering onto its campus and other properties at any time, and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

3.15. FORMAL COMPLAINT A Complainant may file a Formal Complaint with the Title IX Coordinator in person, by regular mail, or by email using the contact information specified in "Reporting Sexual Harassment." No person may submit a Formal Complaint on the Complainant's behalf.

In any case, including a case where a Complainant elects not to file a Formal Complaint, the Title IX Coordinator may file a Formal Complaint on behalf of NCMC if doing so is not clearly unreasonable. Such action will normally be taken in limited circumstances involving serious or repeated conduct or where the alleged perpetrator may pose a continuing threat to the NCMC Community. Factors the Title IX Coordinator may consider include (but are not limited to): (a) was a weapon involved in the incident; (b) were multiple assailants involved in the incident; (c) is the accused a repeat offender; and (d) does the incident create a risk of occurring again.

If the Complainant or the Title IX Coordinator files a Formal Complaint, then NCMC will commence an investigation as specified in "Reporting Sexual Harassment" and proceed to adjudicate the matter as specified in "Adjudication," below. In all cases where a Formal Complaint is filed, the Complainant will be treated as a party, irrespective of the party's level of participation.

In a case where the Title IX Coordinator files a Formal Complaint, the Title IX Coordinator will not act as a Complainant or otherwise as a party for purposes of the investigation and adjudication processes.

At the time a Formal Complaint is filed, formal communication including but not limited to notices and other information pertaining to the Formal Complaint will occur through the college email system unless otherwise specified.

3.16. CONSOLIDATION OF FORMAL COMPLAINTS NCMC may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Sexual Harassment arise out of the same facts or circumstances. Where the investigation and adjudication process involve more than one Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable. A Formal Complaint of Retaliation may be consolidated with a Formal Complaint of Sexual Harassment.

3.17. DISMISSAL PRIOR TO COMMENCEMENT OF INVESTIGATION In a case where the Complainant files a Formal Complaint, the Title IX Coordinator will evaluate the Formal Complaint and must dismiss it if the Title IX Coordinator determines:

The conduct alleged in the Formal Complaint would not constitute Sexual Harassment, even if proved; or

The conduct alleged in the Formal Complaint falls outside the scope of the policy specified in "Scope" (that is, because the alleged conduct did not occur in NCMC's Education Programs or Activities and/or the alleged conduct occurred outside the geographic boundaries of the United States).

In the event the Title IX Coordinator determines the Formal Complaint should be dismissed pursuant to this Section, the Title IX Coordinator will provide written notice of dismissal to the parties and advise them of their right to appeal as specified in "Appeal." The Title IX Coordinator may refer the subject matter of the Formal Complaint to other NCMC offices, as appropriate. A dismissal pursuant to this Section is presumptively a final determination for purposes of this policy, unless otherwise specified in writing by the Title IX Coordinator in the written notice of dismissal.

3.18. NOTICE OF FORMAL COMPLAINT Within five (5) days of the Title IX Coordinator receiving a Formal Complaint, the Title IX Coordinator will transmit a written notice to the Complainant and Respondent that includes:

A physical copy of this policy or a hyperlink to this policy;

Sufficient details known at the time so that the parties may prepare for an initial interview with the investigator, to include the identities of the parties involved in the incident (if known), the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident (if known):

A statement that the Respondent is presumed not responsible for the alleged Sexual Harassment and that a determination of responsibility will not be made until the conclusion of the adjudication and any appeal;

Notifying the Complainant and Respondent of their right to be accompanied by an advisor of their choice, as specified in "Advisor of Choice."

Notifying the Complainant and Respondent of their right to inspect and review evidence as specified in "Access to Evidence."

Notifying the Complainant and Respondent of NCMC's prohibitions on retaliation and false statements specified in Sections "Bad Faith Complaints and False Information" and "Retaliation."

Information about resources that are available on campus and in the community.

Should NCMC elect, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, NCMC will provide a supplemental written notice describing the additional allegations to be investigated.

3.19. INVESTIGATION

3.19.1. Commencement and Timing After the written notice of Formal Complaint is transmitted to the parties, an investigator selected by the Title IX Coordinator will undertake an investigation to gather evidence relevant to the alleged misconduct, including inculpatory

and exculpatory evidence. The burden of gathering evidence sufficient to reach a determination in the adjudication lies with NCMC and not with the parties. The investigation will culminate in a written investigation report, specified in "Investigation Report," that will be submitted to the adjudicator during the selected adjudication process. Although the length of each investigation may vary depending on the totality of the circumstances, NCMC strives to complete each investigation within thirty (30) to forty-five (45) days of the transmittal of the written notice of Formal Complaint.

3.19.2. Equal Opportunity During the investigation, the investigator will provide an equal opportunity for the parties to be interviewed, to present witnesses (including fact and expert witnesses), and to present other inculpatory and exculpatory evidence. Notwithstanding the foregoing, the investigator retains discretion to limit the number of witness interviews the investigator conducts if the investigator finds that testimony would be unreasonably cumulative, if the witnesses are offered solely as character references and do not have information relevant to the allegations at issue, or if the witnesses are offered to render testimony that is categorically inadmissible, such as testimony concerning sexual history of the Complainant, as specified in "Sexual History." The investigator will not restrict the ability of the parties to gather and present relevant evidence on their own. The investigation is a party's opportunity to present testimonial and other evidence that the party believes is relevant to resolution of the allegations in the Formal Complaint. A party that is aware of and has a reasonable opportunity to present particular evidence and/or identify particular witnesses during the investigation, and elects not to, will be prohibited from introducing any such evidence during the adjudication absent a showing of mistake, inadvertence, surprise, or excusable neglect.

3.19.3. Documentation of Investigation The investigator will take reasonable steps to ensure the investigation is documented. Interviews of the parties and witnesses may be documented by the investigator's notes, audio recorded, video recorded, or transcribed. The particular method utilized to record the interviews of parties and witnesses will be determined by the investigator in the investigator's sole discretion, although whatever method is chosen shall be used consistently throughout a particular investigation.

3.19.4. Access to Evidence At the conclusion of the evidence-gathering phase of the investigation, but prior to the completion of the investigation report, the Investigating Officer will transmit to each party and their advisor, in either electronic or hard copy form, all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including evidence NCMC may choose not to rely on at any hearing and inculpatory or exculpatory evidence whether obtained from a party or some other source. Thereafter, the parties will have ten (10) days in which to submit to the investigator a written response, which the investigator will consider prior to completing the investigation report.

The parties and their advisors are permitted to review the evidence solely for the purposes of this grievance process and may not duplicate or disseminate the evidence to the public.

3.19.5. Investigation Report After the period for the parties to provide any written response as specified "Access to Evidence" has expired, the investigator will complete a written investigation report that fairly summarizes the various steps taken during the investigation, summarizes the relevant evidence collected, lists material facts on which the parties agree, and lists material facts on which the parties do not agree. When the investigation report is complete, the investigator will transmit a copy to the Title IX Coordinator. The investigator will also transmit the investigation report to each party and their advisor, in either electronic or hard copy form.

3.20. ADJUDICATION PROCESS SELECTION After the investigator has sent the investigation report to the parties, the Title IX Coordinator will transmit to each party a notice advising the party of the two different adjudication processes specified in "Adjudication." The notice will explain that the hearing process specified in "Hearing Process" is the default process for adjudicating all Formal Complaints and will be utilized unless both parties voluntarily consent to administrative adjudication as specified in "Administrative Adjudication (Optional)" as a form of informal resolution. The notice will be accompanied by a written consent to administrative adjudication and will advise each party that, if both parties execute the written consent to administrative adjudication, then the administrative adjudication process will be used in in lieu of the hearing process. Parties are urged to carefully review this policy (including the entirety of "Adjudication"), consult with their advisor, and consult with other persons as they deem appropriate (including an attorney) prior to consenting to administrative adjudication.

Each party will have three (3) days from transmittal of the notice specified in this Section to return the signed written consent form to the Title IX Coordinator. If either party does not timely return the signed written consent, that party will be deemed not to have consented to administrative adjudication and the Formal Complaint will be adjudicated pursuant to the hearing process.

3.21. ADJUDICATION

3.21.1. Hearing Process The default process for adjudicating Formal Complaints is the hearing process specified in this Section ("Hearing Process"). The hearing process will be used to adjudicate all Formal Complaints unless both parties timely consent to administrative adjudication as specified in "Adjudication Process Selection."

3.21.2. Hearing Officer After selection of the hearing process as the form of administrative adjudication, the Title IX Coordinator will promptly appoint a hearing officer who will oversee the hearing process and render a determination of responsibility for the allegations in the Formal Complaint, at the conclusion of the hearing process. The Title IX Coordinator will see that the hearing officer is provided a copy of the investigation report and a copy of all evidence transmitted to the parties by the investigator as specified in "Access to Evidence."

3.21.3. Hearing Notice and Response to the Investigation Report After the hearing officer is appointed by the Title IX Coordinator, the hearing officer will promptly transmit written notice to the parties notifying the parties of the hearing officer's appointment; setting a deadline for the parties to submit any written response to the investigation report; setting a date for the pre-hearing conference; setting a date and time for the hearing; and

providing a copy of NCMC's Hearing Procedures. Neither the pre-hearing conference, nor the hearing itself, may be held any earlier than ten (10) days from the date of transmittal of the written notice specified in this Section ("Hearing Notice and Response to the Investigation Report").

A party's written response to the investigation report must include:

To the extent the party disagrees with the investigation report, any argument or commentary regarding such disagreement;

Any argument that evidence should be categorically excluded from consideration at the hearing based on privilege, relevancy, the prohibition on the use of sexual history specified in "Sexual History," or for any other reason;

A List of any witnesses that the party contends should be requested to attend the hearing pursuant to an attendance notice issued by the hearing officer;

A list of any witnesses that the party intends to bring to the hearing without an attendance notice issued by the hearing officer;

Any objection that the party has to NCMC's Hearing Procedures;

Any request that the parties be separated physically during the pre-hearing conference and/or hearing;

Any other accommodations that the party seeks with respect to the pre-hearing conference and/or hearing;

The name and contact information of the advisor who will accompany the party at the pre-hearing conference and hearing;

If the party does not have an advisor who will accompany the party at the hearing, a request that NCMC provide an advisor for purposes of conducting questioning as specified in "Hearing."

A party's written response to the investigation report may also include:

Argument regarding whether any of the allegations in the Formal Complaint are supported by a preponderance of the evidence; and

Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment.

3.21.4. Issuance of Notices of Attendance After the pre-hearing conference, the hearing officer will transmit notices of attendance to any NCMC employee (including administrator, faculty, or staff) or student whose attendance is requested at the hearing as a witness. The notice will advise the subject of the specified date and time of the hearing and advise the subject to contact the hearing officer immediately if there is a material and unavoidable conflict.

The subject of an attendance notice should notify any manager, faculty member, coach, or other supervisor, as necessary, if attendance at the hearing will conflict with job duties, classes, or other obligations. All such managers, faculty members, coaches, and other supervisors are required to excuse the subject of the obligation, or provide some other accommodation, so that the subject may attend the hearing as specified in the notice.

NCMC will not issue a notice of attendance to any witness who is not an employee or a student.

3.21.5. Hearing After the pre-hearing conference, the hearing officer will convene and conduct a hearing pursuant to NCMC's Hearing Procedures. The hearing will be audio recorded. The audio recording will be made available to the parties for inspection and review on reasonable notice, including for use in preparing any subsequent appeal.

The hearing will be conducted live, with simultaneous and contemporaneous participation by the parties and their advisors. By default, the hearing will be conducted with the hearing officer, the parties, the advisors, witnesses, and other necessary NCMC personnel together in the same physical location. However, upon request of either party, the parties will be separated into different rooms with technology enabling the parties to participate simultaneously and contemporaneously by video and audio.

In the hearing officer's discretion, the hearing may be conducted virtually, by use of video and audio technology, where all participants participate simultaneously and contemporaneously by use of such technology.

While the Hearing Procedures and rulings from the hearing officer will govern the particulars of the hearing, each hearing will include, at a minimum:

Opportunity for each party to address the hearing officer directly and to respond to questions posed by the hearing officer;

Opportunity for each party's advisor to ask directly, orally, and in real time, relevant questions, and follow up questions, of the other party and any witnesses, including questions that support or challenge credibility

Opportunity for each party to raise contemporaneous objections to testimonial or non-testimonial evidence and to have such objections ruled on by the hearing officer and a reason for the ruling provided;

Opportunity for each party to submit evidence that the party did not present during the investigation due to mistake, inadvertence, surprise, or excusable neglect;

Opportunity for each party to make a brief closing argument.

Except as otherwise permitted by the hearing officer, the hearing will be closed to all persons except the parties, their advisors, the investigator, the hearing officer, the Title IX Coordinator, and other necessary NCMC personnel. With the exception of the investigator and the parties, witnesses will be sequestered until such time as their testimony is complete.

During the hearing, the parties and their advisors will have access to the investigation report and evidence that was transmitted to them pursuant to "Access to Evidence."

While a party has the right to attend and participate in the hearing with an advisor, a party and/or advisor who materially and repeatedly violates the rules of the hearing in such a way as to be materially disruptive, may be barred from further participation and/or have their participation limited, as the case may be, in the discretion of the hearing officer.

Subject to the minimum requirements specified in this Section ("Hearing"), the hearing officer will have sole discretion to determine the manner and particulars of any given

hearing, including with respect to the length of the hearing, the order of the hearing, and questions of admissibility. The hearing officer will independently and contemporaneously screen questions for relevance in addition to resolving any contemporaneous objections raised by the parties and will explain the rational for any evidentiary rulings.

The hearing is not a formal judicial proceeding and strict rules of evidence do not apply. The hearing officer will have discretion to modify the Hearing Procedures, when good cause exists to do so, and provided the minimal requirements specified in this Section ("Hearing") are met.

3.21.6. Subjection to Questioning In the event that any party or witness refuses to attend the hearing, or attends but refuses to submit to questioning by the parties' advisors, the statements of that party or witness, as the case may be, whether given during the investigation or during the hearing, will not be considered by the hearing officer in reaching a determination of responsibility.

Notwithstanding the foregoing, the hearing officer may consider the testimony of any party or witness, whether given during the investigation or during the hearing, if the parties jointly stipulate that the testimony may be considered or in the case where neither party requested attendance of the witness at the hearing.

In applying this Section ("Subjection to Questioning"), the hearing officer will not draw an inference about the determination regarding responsibility based solely on a party or a witness's absence from the live hearing and/or refusal to submit to questioning by the parties' advisors.

3.21.7. Deliberation and Determination After the hearing is complete, the hearing officer will objectively evaluate all relevant evidence collected during the investigation, including both inculpatory and exculpatory evidence, together with testimony and non-testimony evidence received at the hearing, and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The hearing officer will take care to exclude from consideration any evidence that was ruled inadmissible at the pre-hearing conference, during the hearing, or by operation of "Subjection to Questioning." The hearing officer will resolve disputed facts using a preponderance of the evidence (that is, "more likely than not") standard and reach a determination regarding whether the facts that are supported by a preponderance of the evidence constitute one or more violations of the policy as alleged in the Formal Complaint.

3.21.8. Discipline and Remedies In the event the hearing officer determines that the Respondent is responsible for violating this policy, the hearing officer will, prior to issuing a written decision, consult with an appropriate NCMC official with disciplinary authority over the Respondent and such official will determine any discipline to be imposed. The hearing officer will also, prior to issuing a written decision, consult with the Title IX Coordinator who will determine whether and to what extent ongoing support measures or other remedies will be provided to the Complainant.

3.21.9. Written Decision After reaching a determination and consulting with the appropriate NCMC official and Title IX Coordinator as required by "Discipline and Remedies," the

hearing officer will prepare a written decision that will include:

Identification of the allegations potentially constituting Sexual Harassment made in the Formal Complaint;

A description of the procedural steps taken by NCMC upon receipt of the Formal Complaint, through issuance of the written decision, including notification to the parties, interviews with the parties and witnesses, site visits, methods used to gather non-testimonial evidence, and the date, location, and people who were present at or presented testimony at the hearing.

Articulate findings of fact, made under a preponderance of the evidence standard, that support the determination;

A statement of, and rationale for, each allegation that constitutes a separate potential incident of Sexual Harassment, including a determination regarding responsibility for each separate potential incident;

The discipline determined by the appropriate NCMC official as referenced in "Discipline and Remedies,

Whether the Complainant will receive any ongoing support measures or other remedies as determined by the Title IX Coordinator; and

A description of NCMC's process and grounds for appeal, as specified in "Appeal."

The hearing officer's written determination will be transmitted to the parties. Transmittal of the written determination to the parties concludes the hearing process, subject to any right of appeal as specified in "Appeal."

Although the length of each adjudication by hearing will vary depending on the totality of the circumstances, NCMC strives to issue the hearing officer's written determination within fourteen (14) days of the conclusion of the hearing.

3.22. ADMINISTRATIVE ADJUDICATION (OPTIONAL) In lieu of the hearing process, the parties may consent to have a Formal Complaint resolved by administrative adjudication as a form of informal resolution. Administrative adjudication is voluntary and must be consented to in writing by both parties and approved by the Title IX Coordinator as specified in "Adjudication Process Selection." At any time prior to the issuance of the administrative officer's determination, a party has the right to withdraw from administrative adjudication and request a live hearing as specified in "Hearing Process."

If administrative adjudication is selected, the Title IX Coordinator will appoint an administrative officer. The Title IX Coordinator will see that the administrative adjudicator is provided a copy of the investigation report and a copy of all the evidence transmitted to the parties by the investigator as specified in "Access to Evidence."

The administrative officer will promptly send written notice to the parties notifying the parties of the administrative officer's appointment; setting a deadline for the parties to submit any written response to the investigation report; and setting a date and time for each party to meet with the administrative officer separately. The administrative officer's meetings with the parties will not be held any earlier than ten (10) days from the date of transmittal of the written notice specified in this paragraph.

A party's written response to the investigation report must include:
To the extent the party disagrees with the investigation report, any argument or commentary regarding such disagreement
Any argument that a particular piece or class of evidence should be categorically excluded from consideration at the hearing based on privilege, relevancy, the prohibition on the use of sexual history specified in "Sexual History," or for any other reason;
Argument regarding whether any of the allegations in the Formal Complaint are supported by a preponderance of the evidence;
Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment.

After reviewing the parties' written responses, the administrative officer will meet separately with each party to provide the party with an opportunity make any oral argument or commentary the party wishes to make and for the administrative officer to ask questions concerning the party's written response, the investigative report, and/or the evidence collected during the investigation. After meeting with each party, the administrative officer will objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The administrative officer will take care to exclude from consideration any evidence that the administrative officer determines should be ruled inadmissible based on the objections and arguments raised by the parties in their respective written responses to the investigation report. The administrative officer will resolve disputed facts using a preponderance of the evidence (that is, "more likely than not") standard and reach a determination regarding whether the facts that are supported by a preponderance of the evidence constitute one or more violations of the policy as alleged in the Formal Complaint.
Thereafter, the administrative officer will consult with any NCMC official and the Title IX Coordinator, in the manner specified in "Deliberation and Determination" and will prepare and transmit a written decision in the manner as specified in "Written Decision" which shall serve as a resolution for purposes of informal resolution.
Transmittal of the administrative officer's written determination concludes the administrative adjudication, subject to any right of appeal as specified in "Appeal"
Although the length of each administrative adjudication will vary depending on the totality of the circumstances, NCMC strives to issue the administrative officer's written determination within twenty-one (21) days of the transmittal of the initiating written notice specified in this Section ("Administrative Adjudication").
Other language in this Section ("Administrative Adjudication") notwithstanding, informal resolution will not be permitted if the Respondent is a non-student employee accused of committing Sexual Harassment against a student.

3.23. DISMISSAL DUING INVESTIGATION OR ADJUDICATION NCMC shall dismiss a Formal Complaint at any point during the investigation or adjudication process if the Title IX Coordinator determines that one or more of the following is true:
The Conduct alleged in the Formal Complaint would not constitute Sexual Harassment, even if

proved; or

The conduct alleged in the Formal Complaint falls outside the scope of the policy specified in "Scope" (that is, because the alleged conduct did not occur in NCMC's Education Programs or Activities and/or the alleged conduct occurred outside the geographic boundaries of the United States).

NCMC may dismiss a Formal Complaint at any point during the investigation or adjudication process if the Title IX Coordinator determines that any one or more of the following is true:

The Complainant provides the Title IX Coordinator written notice that the Complainant wishes to withdraw the Formal Complaint or any discrete allegations therein (in which case those discrete allegations may be dismissed);

The Respondent is no longer enrolled or employed by NCMC, as the case may be; or

Specific circumstances prevent NCMC from gathering evidence sufficient to reach a determination as to the Formal Complaint, or any discrete allegations therein (in which case those discrete allegations may be dismissed).

In the event the Title IX Coordinator dismisses a Formal Complaint pursuant to this Section, the Title IX Coordinator will provide written notice of dismissal to the parties and advise them of their right to appeal as specified in "Appeal." The Title IX Coordinator may refer the subject matter of the Formal Complaint to other NCMC offices, as appropriate. A dismissal pursuant to this Section is presumptively a final determination as it pertains to this policy, unless otherwise specified in writing by the Title IX Coordinator in the written notice of dismissal.

3.24. APPEAL Either party may appeal the determination of an adjudication, or a dismissal of a Formal Complaint, on one or more of the following grounds:

A procedural irregularity affected the outcome;

There is new evidence that was not reasonably available at the time the determination or dismissal was made, that could have affected the outcome;

The Title IX Coordinator, investigator, hearing officer, or administrative officer, as the case may be, had a conflict of interest or bias for or against complainants or respondents generally, or against the individual Complainant or Respondent, that affected the outcome.

No other grounds for appeal are permitted.

A party must file an appeal within seven (7) days of the date they receive notice of dismissal or determination appealed from or, if the other party appeals, within three (3) days of the other party appealing, whichever is later. The appeal must be submitted in writing to the Vice President of Academic Affairs, who serves as the appeal officer. The appeal must specifically identify the determination and/or dismissal appealed from, articulate which one or more of the three grounds for appeal are being asserted, explain in detail why the appealing party believes the appeal should be granted, and articulate what specific relief the appealing party seeks.

Promptly upon receipt of an appeal, the appeal officer will conduct an initial evaluation to confirm that the appeal is timely filed and that it invokes at least one of the permitted grounds for appeal. If the appeal officer determines that the appeal is not timely, or that it fails to invoke a permitted ground for appeal, the appeal officer will dismiss the appeal and provide written notice of the same to the parties.

If the appeal officer confirms that the appeal is timely and invokes at least one permitted ground for appeal, the appeal officer will provide written notice to the other party that an appeal has been filed and that the other party may submit a written opposition to the appeal within seven (7) days. The appeal officer shall also promptly obtain from the Title IX Coordinator any records from the investigation and adjudication necessary to resolve the grounds raised in the appeal.

Upon receipt of any opposition, or after the time period for submission of an opposition has passed without one being filed, the appeal officer will promptly decide the appeal and transmit a written decision to the parties that explains the outcome of the appeal and the rationale.

The determination of a Formal Complaint, including any discipline, becomes final when the time for appeal has passed with no party filing an appeal or, if any appeal is filed, at the point when the appeal officer has resolved all appeals, either by dismissal or by transmittal of a written decision. No further review beyond the appeal is permitted.

Although the length of each appeal will vary depending on the totality of the circumstances, NCMC strives to issue the appeal officer's written decision within (21) days of an appeal being filed.

3.25. ADVISOR OF CHOICE From the point a Formal Complaint is made, and until an investigation, adjudication, and appeal are complete, the Complainant and Respondent will have the right to be accompanied by an advisor of their choice to all meetings, interviews, and hearings that are part of the investigation, adjudication, and appeal process. The advisor may be, but is not required to be, an attorney.

Except for the questioning of witnesses during the hearing specified in "Hearing," the advisor will play a passive role and is not permitted to communicate on behalf of a party, insist that communication flow through the advisor, or communicate with NCMC about the matter without the party being included in the communication. In the event a party's advisor of choice engages in material violation of the parameters specified in this Section and "Hearing," NCMC may preclude the advisor from further participation, in which case the party may select a new advisor of their choice.

In the event a party is not able to secure an advisor to attend the hearing specified in "Hearing," and requests NCMC to provide an advisor, NCMC will provide the party an advisor, without fee or charge, who will conduct questioning on behalf of the party at the hearing. NCMC will have sole discretion to select the advisor it provides. The advisor NCMC provides may be, but is not required to be, an attorney.

NCMC is not required to provide a party with an advisor in any circumstance except where the party does not have an advisor present at the hearing specified in "Hearing," and requests that NCMC provide an advisor.

3.26. TREATMENT RECORDS AND OTHER PRIVILEGED INFORMATION During the investigation and adjudication processes, the investigator and adjudicator, as the case may be, are not permitted to access, consider, disclose, permit questioning concerning, or otherwise use:

A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party; or

Information or records protected from disclosure by any other legally-recognized privilege, such as the attorney client privilege

Unless NCMC has obtained the party's voluntary, written consent to do so for the purposes of the investigation and adjudication process.

Notwithstanding the foregoing, the investigator and/or adjudicator, as the case may be, may consider any such records or information otherwise covered by this Section if the party holding the privilege affirmatively discloses the records or information to support their allegation or defense, as the case may be.

3.27. SEXUAL HISTORY During the investigation and adjudication processes, questioning regarding a Complainant's sexual predisposition or prior sexual behavior are not relevant, 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, 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. Notwithstanding the foregoing, a Complainant who affirmatively uses information otherwise considered irrelevant by this Section for the purpose of supporting the Complainant's allegations, may be deemed to have waived the protections of this Section.

3.28. INFORMAL RESOLUTION At any time after the parties are provided written notice of the Formal Complaint as specified in "Notice of Formal Complaint," and before the completion of any appeal specified in "Appeal," the parties may voluntarily consent, with the Title IX Coordinator's approval, to engage in mediation, facilitated resolution, or other form of dispute resolution the goal of which is to enter into a final resolution resolving the allegations raised in the Formal Complaint by agreement of the parties. Administrative Adjudication as specified in "Administrative Adjudication" is a form of informal resolution.

The specific manner of any informal resolution process will be determined by the parties and the Title IX Coordinator, in consultation together. Prior to commencing the informal resolution process agreed upon, the Title IX Coordinator will transmit a written notice to the parties that:

Describes the parameters and requirements of the informal resolution process to be utilized;

Identifies the individual responsible for facilitating the informal resolution (who may be the Title IX Coordinator, another NCMC official, or a suitable third-party);

Explains the effect of participating in informal resolution and/or reaching a final resolution will have on a party's ability to resume the investigation and adjudication of the allegations at issue in the Formal Complaint; and

Explains any other consequence resulting from participation in the informal resolution process, including a description of records that will be generated, maintained, and/or shared.

After receiving the written notice specified in this paragraph, each party must voluntarily provide written consent to the Title IX Coordinator, before the informal resolution may commence.

During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur are stayed and all related deadlines are suspended.

If the parties reach a resolution through the informal resolution process, and the Title IX Coordinator agrees that the resolution is not clearly unreasonable, the Title IX Coordinator will

reduce the terms of the agreed resolution to writing and present the resolution to the parties for their written signature. Once both parties and the Title IX Coordinator sign the resolution, the resolution is final, and the allegations addressed by the resolution are considered resolved and will not be subject to further investigation, adjudication, remediation, or discipline by NCMC, except as otherwise provided in the resolution itself, absent a showing that a party induced the resolution by fraud, misrepresentation, or other misconduct or where required to avoid a manifest injustice to either party or to NCMC. Notwithstanding the forgoing if the form of informal resolution is Administrative Adjudication as specified in "Administrative Adjudication," there shall not be an agreed resolution requiring the parties' signatures; instead, the determination issued by the administrative officer shall serve as the resolution and conclude the informal resolution process, subject only to any right of appeal. With the exception of a resolution resulting from the Administrative Adjudication process specified in "Administrative Adjudication," all other forms of informal resolution pursuant to this Section are not subject to appeal.

A party may withdraw their consent to participate in informal resolution at any time before a resolution has been finalized.

Absent extension by the Title IX Coordinator, any informal resolution process must be completed within twenty-one (21) days. If an informal resolution process does not result in a resolution within twenty-one (21) days, and absent an extension, abeyance, or other contrary ruling by the Title IX Coordinator, the informal resolution process will be deemed terminated, and the Formal Complaint will be resolved pursuant to the investigation and adjudication procedures. The Title IX Coordinator may adjust any time periods or deadlines in the investigation and/or adjudication process that were suspended due to the informal resolution.

Other language in this Section notwithstanding, informal resolution will not be permitted if the Respondent is a non-student employee accused of committing Sexual Harassment against a student.

3.29. PRESUMPTION OF NON-RESPONSIBILITY From the time a report or Formal Complaint is made, a Respondent is presumed not responsible for the alleged misconduct until a determination regarding responsibility is made final.

3.30. RESOURCES Any individual affected by or accused of Sexual Harassment will have equal access to support and counseling services offered through NCMC. NCMC encourages any individual who has questions or concerns to seek support of NCMC identified resources. The Title IX Coordinator is available to provide information about NCMC's policy and procedure and to provide assistance. A list of NCMC identified resources is located at the following link: https://www.ncmissouri.edu/titleix/resources/

3.31. CONFLICTS OF INTEREST, BIAS, AND PROCEDURAL COMPLAINTS The Title IX Coordinator, investigator, hearing officer, administrative officer, appeals officer, and informal resolution facilitator will be free of any material conflicts of interest or material bias. Any party who believes one or more of these NCMC officials has a material conflict of interest or material bias must raise the concern promptly so that NCMC may evaluate the concern and find a substitute, if appropriate. The failure of a party to timely raise a concern of a conflict of interest or bias may result in a waiver of the issue for purposes of any appeal specified in "Appeal," or otherwise.

3.32. OBJECTIONS GENERALLY Parties are expected to raise any objections, concerns, or complaints about the investigation, adjudication, and appeals process in a prompt and timely manner so that NCMC may evaluate the matter and address it, if appropriate.

3.33. CONSTITUTIONAL RIGHTS AND ACADEMIC FREEDOM NCMC will construe and apply this policy consistent with the First Amendment to the U.S. Constitution and the principles of academic freedom specified in the Faculty Handbook. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment and/or the principles of academic freedom specified in the Faculty Handbook.

3.34. RELATIONSHIP WITH CRIMINAL PROCESS This policy sets forth NCMC's processes for responding to reports and Formal Complaints of Sexual Harassment. NCMC's processes are separate, distinct, and independent of any criminal processes. While NCMC may temporarily delay its processes under this policy to avoid interfering with law enforcement efforts if requested by law enforcement, NCMC will otherwise apply this policy and its processes without regard to the status or outcome of any criminal process.

3.35. RECORDINGS Wherever this policy specifies that an audio or video recording will be made, the recording will be made only by NCMC and is considered property of NCMC, subject to any right of access that a party may have under this policy, FERPA, and other applicable federal, state, or local laws. Only NCMC is permitted to make audio or video recordings under this policy. The surreptitious recording of any meeting, interview, hearing, or other interaction contemplated under this policy is strictly prohibited. Any party who wishes to transcribe a hearing by use of a transcriptionist must seek pre-approval from the hearing officer.

3.36. VENDORS CONTRACTORS AND THIRD PARTIES NCMC does business with various vendors, contractors, and other third-parties who are not students or employees of NCMC. Notwithstanding any rights that a given vendor, contractor, or third-party Respondent may have under this policy, NCMC retains its right to limit any vendor, contractor, or third-party's access to campus for any reason. And NCMC retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or third-party irrespective of any process or outcome under this policy.

3.37. BAD FAITH COMPLAINTS AND FALSE INFORMATION It is a violation of this policy for any person to submit a report or Formal Complaint that the person knows, at the time the report or Formal Complaint is submitted, to be false or frivolous. It is also a violation of this policy for any person to knowingly make a materially false statement during the course of an investigation, adjudication, or appeal under this policy. Violations of this Section are not subject to the investigation and adjudication processes in this policy; instead, they will be addressed under the Code of Student Conduct in the case of students and other NCMC policies and standards, as applicable, for other persons.

3.38. RETALIATION It is a violation of this policy to engage in Retaliation. Reports and Formal Complaints of retaliation may be made in the manner specified in "Reporting Sexual Harassment," and "Formal Complaint." Any report or Formal Complaint of Retaliation will be processed under this policy in the same manner as a report or Formal Complaint of Sexual Harassment, as the case may be. NCMC retains discretion to consolidate a Formal Complaint of Retaliation with a Formal

Complaint of Sexual Harassment for investigation and/or adjudication purposes if the two Formal Complaints share a common nexus.

3.39. CONFIDENTIALITY NCMC will keep confidential the identity of any individual who has made a report or Formal Complaint of Sexual Harassment or Retaliation including any Complainant, the identity of any individual who has been reported to be a perpetrator of Sexual Harassment or Retaliation including any Respondent, and the identity of any witness. NCMC will also maintain the confidentiality of its various records generated in response to reports and Formal Complaints, including, but not limited to, information concerning Supportive Measures, notices, investigation materials, adjudication records, and appeal records. Notwithstanding the foregoing, NCMC may reveal the identity of any person or the contents of any record if permitted by FERPA, if necessary to carry out NCMC's obligations under Title IX and its implementing regulations including the conduct of any investigation, adjudication, or appeal under this policy or any subsequent judicial proceeding, or as otherwise required by law. Further, notwithstanding NCMC's general obligation to maintain confidentiality as specified herein, the parties to a report or Formal Complaint will be given access to investigation and adjudication materials in the circumstances specified in this policy.

While NCMC will maintain confidentiality specified in this Section, NCMC will not limit the ability of the parties to discuss the allegations at issue in a particular case. Parties are advised, however, that the manner in which they communicate about, or discuss a particular case, may constitute Sexual Harassment or Retaliation in certain circumstances and be subject to discipline pursuant to the processes specified in this policy.

Note that certain types of Sexual Harassment are considered crimes for which NCMC must disclose crime statistics in its Annual Security Report that is provided to the campus community and available to the public. These disclosures will be made without including personally identifying information.

3.40. OTHER VIOLATIONS OF THIS POLICY Alleged violations of this policy, other than violations of the prohibitions on Sexual Harassment and Retaliation, will be subject to review under the Student Code of Conduct for students, the Faculty Handbook for faculty, or other NCMC policies and standards for employees.

3.41. SIGNATURES AND FORM OF CONSENT For purposes of this policy, either a physical signature or digital signature will be sufficient to satisfy any obligation that a document be signed. Where this policy provides that written consent must be provided, consent in either physical or electronic form, containing a physical or digital signature, as the case may be, will suffice.

3.42. DEADLINES, TIME, NOTICES, AND METHOD OF TRANSMITTAL Where this policy specifies a period of days by which some act must be performed, the following method of calculation applies:
Exclude the day of the event that triggers the period;

Count every day, including intermediate Saturdays, Sundays, and legal holidays recognized by the federal government;

Include the last day of the period until 5:00 p.m. central time, but if the last day is a Saturday, Sunday, or legal holiday recognized by the federal government, the period continues to run until

5:00 p.m. central time on the next day that is not a Saturday, Sunday, or legal holiday recognized by the federal government

All deadlines and other time periods specified in this policy are subject to modification by NCMC where, in NCMC's sole discretion, good cause exists. Good cause may include, but is not limited to, the unavailability of parties or witnesses; the complexities of a given case; extended holidays or closures; sickness of the investigator, adjudicator, or the parties; the need to consult with NCMC's legal counsel; unforeseen weather events; and the like.

Any party who wishes to seek an extension of any deadline or other time period may do so by filing a request with the investigator, hearing officer, administrative officer, appeal officer, or Title IX Coordinator, as the case may be, depending on the phase of the process. Such request must state the extension sought and explain what good cause exists for the requested extension. NCMC officer resolving the request for extension may, but is not required to, give the other party an opportunity to object. Whether to grant such a requested extension will be in the sole discretion of NCMC.

The parties will be provided written notice of the modification of any deadline or time period specified in this policy, along with the reasons for the modification.

Where this policy refers to notice being given to parties "simultaneously," notice will be deemed simultaneous if it is provided in relative proximity on the same day. It is not necessary that notice be provided at exactly the same hour and minute.

Unless otherwise specified in this policy, the default method of transmission for all notices, reports, responses, and other forms of communication specified in this policy will be email using NCMC email addresses.

A party is deemed to have received notice upon transmittal of an email to their NCMC email address. In the event notice is provided by mail, a party will be deemed to have received notice three (3) days after the notice in question is postmarked.

Any notice inviting or requiring a party or witness to attend a meeting, interview, or hearing will be provided with sufficient time for the party to prepare for the meeting, interview, or hearing as the case may be, and will include relevant details such as the date, time, location, purpose, and participants. Unless a specific number of days is specified elsewhere in this policy, the sufficient time to be provided will be determined in the sole discretion of NCMC, considering all the facts and circumstances, including, but not limited to, the nature of the meeting, interview, or hearing; the nature and complexity of the allegations at issue; the schedules of relevant NCMC officials; approaching holidays or closures; and the number and length of extensions already granted.

3.43. OTHER FORMS OF DISCRIMINATION This policy applies only to Sexual Harassment. Title IX also prohibits discrimination based on pregnancy, pregnancy-related conditions, childbirth, false pregnancy, termination of pregnancy, or recovery therefrom and are governed by NCMC's Pregnant or Parenting Students policy. Complaints of other forms of sex discrimination are governed by NCMC's Non-Discrimination Policy.

3.44. EDUCATION Faculty, staff and students are provided with ongoing prevention and awareness campaigns and information related to sexual harassment, including sexual assault, dating violence, domestic violence, and stalking, and their role in reporting sexual harassment. Training is also

provided to specific audiences, such as Resident Assistants, student athletes, and residential students on, at minimum, an annual basis. All new, full-time students attend mandatory orientation sessions and receive Title IX training. A Safety Awareness Week is also conducted on campus and sexual misconduct education is provided, as well as bystander intervention information. Passive programming is also provided on the NCMC website and portal. A variety of assessments are used to evaluate the effectiveness of training and education initiatives.

3.45. OUTSIDE APPOINTMENTS, DUAL APPOINTMENTS, AND DELEGATIONS NCMC retains discretion to retain and appoint suitably qualified persons who are not NCMC employees to fulfill any function of NCMC under this policy, including, but not limited to, the investigator, hearing officer, administrative officer, informal resolution officer, and/or appeals officer.

NCMC also retains discretion to appoint two or more persons to jointly fulfill the role of investigator, hearing officer, administrative officer, informal resolution officer, and/or appeals officer.

The functions assigned to a given NCMC official under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, hearing officer, administrative officer, informal resolution officer, and appeals officer, may, in NCMC's discretion, be delegated by such NCMC official to any suitably qualified individual and such delegation may be recalled by NCMC at any time.

3.46. TRAINING NCMC will ensure that NCMC officials acting under this policy, including but not limited to the Title IX Coordinator, investigators, hearing officers, administrative officers, informal resolution facilitators, NCMC provided advisors, and appeals officers receive training in compliance with 34 C.F.R. § 106.45(b)(1)(iii) and any other applicable federal or state law.

3.47. RECORDKEEPING NCMC will retain those records specified in 34 C.F.R. § 106.45(b)(10) for a period of seven years after which point in time they may be destroyed, or continue to be retained, in NCMC's sole discretion. The records specified in 34 C.F.R. § 106.45(b)(10) will be made available for inspection, and/or published, to the extent required by 34 C.F.R. § 106.45(b)(10) and consistent with any other applicable federal or state law, including FERPA.

3.48. DEFINITIONS Words used in this policy will have those meanings defined herein and if not defined herein will be construed according to their plain and ordinary meaning.

3.49. DISCRETION IN APPLICATION NCMC retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if NCMC's interpretation or application differs from the interpretation of the parties.

Despite NCMC's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case NCMC retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy and the Hearing Procedures referenced in "Hearing" are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, NCMC retains discretion to revise this policy and the Hearing Procedures at any time, and for any reason. NCMC may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

3.50. **Amorous (Romantic/Sexual) Relationships**: *section added 10/17* Members of the NCMC community, to include students and employees, put academic and professional trust and ethics at risk when they engage in or initiate amorous (romantic/sexual) relationships with individuals they have a direct evaluative or supervisory relationship. This may include, but not be limited to, supervisor and subordinate relationships or instructor and student relationships when an evaluative relationship exists. In these instances, integrity of academic and employment decisions are compromised. These practices are considered a conflict of interest and are prohibited.

3.50.1. Any employee or student engaging in these circumstances will be ordered to stop immediately and may face further disciplinary action including possible suspension, expulsion or termination, as relevant to their role within the College.

3.50.2. The individual in the evaluative/supervisory position has a responsibility to ensure professional behavior at all times. In such situations the integrity of academic or employment decisions may either be compromised or appear to be compromised. Such situations greatly increase the chances that the individual with the evaluative/supervisory responsibility will abuse her/his power and sexually exploit the employee or student. Moreover, others may be adversely affected by such behavior because it places the supervisor or instructor in a position to favor or advance one employee's/student's interest at the expense of others and implicitly makes obtaining benefits contingent upon romantic or sexual favors.

3.50.3. An amorous relationship between two employees or an employee and a student constitutes a conflict of interest when a evaluative/supervisory relationship exists between them while the amorous relationship is occurring. Therefore, it is prohibited and the conflict must be resolved by terminating the direct evaluative/supervisory relationship.

3.50.3.1. To accomplish this resolution, if the amorous relationship exists in a supervisor/supervisee evaluative/supervisory relationship, it must be disclosed to the supervisor's unit head. If an amorous relationship exists between an instructor and student, it must be disclosed to the instructor's respective Dean or VP.

3.50.3.2. The primary responsibility to disclose rests with the person in the evaluative/supervisory position.

3.50.3.3. The individual to whom the disclosure is made is primarily responsible for requiring that actions be taken to resolve the conflict by terminating the evaluative/supervisory relationship. If such actions are outside that individual's authority, the matter shall be referred to the individual with the authority to take such actions.

3.50.3.4. A report of the relationship and the action taken to resolve the conflict shall be made to the Title IX Coordinator.

3.50.4. In situations involving spouses, NCMC's Conflict of Interest and Nepotism policies apply. (see *Conflict of Interest* in section 3 and *Nepotism* in section 5)

3.50.5. The College strongly discourages amorous relationships between any employee and a student even when no evaluative/supervisory relationship exists.

3.51. **Nondiscrimination**: This policy is designed to express the College's intent and commitment to comply with the requirements of federal, state, and local non-discrimination laws. It shall be applied co-extensively with those non-discrimination laws and shall not be interpreted as creating any rights, contractual or otherwise, that are greater than exist under those laws.

3.51.1. North Central Missouri College does not discriminate in its programs, activities and facilities on the basis of race, color, national origin, ethnic characteristics, sex, pregnancy or related condition, disability, actual or perceived religion, age, genetic information, veteran status, marital status, shared ancestry, gender identity, gender expression, or sexual orientation, as those terms are defined under applicable law, as it administers its admissions policies, educational policies, financial aid, athletic programs, student treatment and services, housing, and other institutionally administered programs or activities and employment. The College also provides equal access to the Boy Scouts and other designated youth groups. North Central Missouri College prohibits sexual harassment, including sexual violence. Sources: Title IX of the Educational Amendments of 1972; the Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Title VII of the Civil Rights Act of 1964; discrimination prohibited by Title VI Public Law 88-352, 1964; Title IX, Public Law 88-380, 1972; the Age Discrimination Act; Missouri Statutes; and other applicable statutes and College policies. Title IX prohibits a recipient from discriminating on the basis of sex in admissions, recruitment, financial aid, academic programs, activities, student treatment and services, counseling and guidance, discipline, classroom assignment, grading, vocational education, recreation, physical education, athletics, housing, use of buildings, and employment. *Updated 11/28/2023*

3.51.2. Questions regarding this policy statement or compliance with its provisions may be directed to Dr. Lenny Klaver, President, Frey Administrative Center, 1213 Mabel Street, Trenton MO 64683, 660 359 3948 ext. 1200, lklaver@mail.ncmissouri.edu; or Dr. Kristen Alley, Vice President for Student Affairs, Alexander Student Center Office 12, 1204 Main Street, Trenton MO 64683, 660 359 3948 ext. 1400, kalley@mail.ncmissouri.edu. Questions may also be directed to government agencies having oversight and enforcement authority with respect to the referenced laws. For further information on notice of nondiscrimination, visit Office of Civil Rights website for the address and phone number of the U.S. Department of Education office that serves your area, or call 1-800-421-3481.

3.51.3. The following persons have been designated to handle inquiries regarding NCMC's non-discrimination policies and to serve as the overall campus coordinators for the respective purposes outlined below:

3.51.3.1. **Title IX** Title IX Coordinator: Dr. Kristen Alley, Vice President for Student Affairs, Alexander Student Center, Office 12, 1204 Main Street, Trenton, MO 64683, 660-359-3948, Ext. 1400, kalley@mail.ncmissouri.edu; Deputy Title IX Coordinators: Dr. Beth Caldarello, Librarian, Geyer Hall Library, 1301 Main Street, Trenton, MO 64683, 660 359-3948 ext. 1322, bcaldarello@mail.ncmissouri.edu; Kristi Harris, Chief of Staff, Frey President's Office, 1213 Mabel Street, Trenton, MO 64683, 660 359-3948 ext. 1203, kharris@mail.ncmissouri.edu; Athletics – Nate Gamet, Athletic Director,

Ketcham Community Center, 1322 Mable Street, Trenton, MO 64683, 660-359-3948, Ext. 1409, ngamet@mail.ncmissouri.edu. Inquiries regarding Title IX can also be referred to the Assistant Secretary for Civil Rights, Office for Civil Rights, United Stated Department of Education.

3.51.3.2. **Title VII** Tyson Otto, Vice President for Business and Finance, Frey Building, 1213 Mabel Street, Trenton, MO, 64683, 660-359-3948 Ext. 1500, totto@mail.ncmissouri.edu.

3.51.3.3. The Americans with Disabilities Act/Section 504 of the Rehabilitation Act Employees: Kristi Harris, Chief of Staff, Frey Building, 1213 Mable Street, Trenton, MO 64683, 660-359-3948 Ext. 1203; Students: Megan Pester, Accessibility Services Coordinator, Alexander Student Center, 1204 Main Street, Trenton, MO 64683, 660-359-3948 Ext. 1405.

3.51.4. In compliance with Federal Rules and Regulations, North Central Missouri College has adopted procedures for resolving complaints, including complaints of discrimination. The procedures are available to any North Central Missouri College student, employee, or applicant who feels that he or she has been discriminated against.

3.51.4.1. For more information about filing a student complaint/grievance please visit the Student Complaint Policy on NCMC website.

3.51.4.2. For more information about reporting a sexual misconduct incident to the Title IX Coordinator, please visit the How to Report an Incident on NCMC website.

3.51.5. Copies of the North Central Missouri College Notice of Non-Discrimination and Policy Statement, Complaint Policy/Grievance Procedure, or Sexual Misconduct Policy may be obtained at www.ncmissouri.edu or by contacting the President's Office. Paper copies can also be obtained by contacting the Vice President for Student Affairs. Persons with print-related disabilities may request this publication in an alternate format by contacting the Accessibility Services Coordinator, at (660) 359-3948, Ext. 1405.

3.51.6. NCMC's printed materials/brochures shall contain the following statement: North Central Missouri College is committed to assuring equal opportunity to all persons and does not discriminate on the basis of race, color, national origin, sex, pregnancy or related condition, disability, religion, age, genetic information, veteran status, marital status, ancestry, gender identity, gender expression, or sexual orientation in its admissions, educational programs, activities, services, or employment practices as required by law, applicable statutes, and College policy. Sexual harassment, to include sexual violence, is a form of sex discrimination and is prohibited. Inquiries concerning NCMC nondiscrimination policies should be referred to: Dr. Lenny Klaver, President, Frey Administrative Center, 1301 Main Street, (660)359-3948 x1200, or lklaver@mail.ncmissouri.edu *Entire Section 3.16.00 revised 9/27/16*

3.52. **Immigration and Customs Enforcement (ICE)** *updated 3/24/2026*

3.52.1. Policy: North Central Missouri College with federal and state laws, to include legally mandated and lawfully issued subpoenas, court orders, criminal warrants and/or search warrants. NCMC does not engage in the enforcement of federal immigration laws, except those required by law. North Central Missouri College is considered a protected area under current U.S. Department of Homeland Security guidance. While immigration enforcement actions at colleges and universities are generally discouraged, such actions may occur under limited circumstances permitted by law. NCMC upholds the Family Educational Rights and Privacy Act and applicable Missouri law. Requests for student education records or personally identifiable information will only be provided as required or permitted by law and approved following consultation with legal counsel. Administrative warrants, detainers, or requests issued by immigration authorities without judicial authorization do not, by themselves, mandate compliance by the college.

3.52.2. Protocol: If any North Central Missouri College office or personnel should be contacted by U.S. Immigration and Customs Enforcement (ICE) officers, whether through a campus visit, by phone, or written request, they should immediately refer the matter to one of the following administrators:

- Dean/Director of Savannah Campus
- Dean of Instruction
- Vice President of Academic Affairs
- Vice President of Student Affairs
- Chief of Staff
- College President

Information and/or access must be provided by one of the listed administrators.

3.52.2.1. The administrator will request from the agent (a) identification and credentials from agents; and (b) the reason for and scope of the visit or request; and (c) copies of any judicial warrant, court order, or subpoena authorizing the request; and (d) whether the request complies with current Department of Homeland Security guidance regarding enforcement actions at protected areas.

3.52.2.2. Upon receipt of the information, the administrator will immediately contact legal counsel. No action shall be taken, including disclosure of information or granting access to non-public areas, prior to consultation with legal counsel. If legal counsel verifies the validity and scope of a judicially issued warrant, subpoena, or court order, the administrator will authorize the release of information or facilitate access to the extent legally required.

3.52.2.3. Non-public/private areas of campus include classrooms, residence halls, offices, locker rooms, and other restricted spaces and will require a valid judicial warrant or court order to gain access.

3.52.2.4. If a National Security Letter (NSL) from the FBI is issued, individuals are compelled to cooperate with the request. Disclosure may ONLY be made to (1) persons to whom disclosure is necessary to comply with the NSL; (2) an attorney to obtain legal advice or assistance with respect to the production of records in response to the NSL; or (3) other persons as permitted by the director of the FBI or an authorized designee of the director. The College will consult legal counsel immediately upon receipt of any NSL.

3.53. **Guidelines for Naming Opportunities**

3.53.1. Recognition of Donors: NCMC in cooperation with the NCMC Foundation acknowledges that recognition of donors is essential to the College's development efforts. It is critical that donors be thanked promptly in a manner appropriate to the size of their gift and consistent with their wishes.

3.53.2. The interests of prospective donors shall be a primary consideration with respect to any gift to the Foundation/College.

3.53.3. Recommendations for naming opportunities shall be made by the NCMC Foundation and/or the College President to the Board of Trustees for its approval.

3.53.4. The NCMC Board of Trustees will serve as the final authority in accepting and/or denying gifts as well as determining all criteria for all naming opportunities.

3.53.5. Financial Guidelines: The following amounts are recommended minimums for establishment of a named gift:

3.53.5.1. Scholarship: $15,000

3.53.5.2. Equipment: $25,000

3.53.5.3. Classroom: $50,000

3.53.5.4. Area of Building: $100,000

3.53.5.5. Endowment of a Faculty Chair: $500,000

3.53.5.6. Building: $1,000,000 or 100% of a building costing less than $1 million

3.53.5.7. Educational Program: $1,000,000

3.53.6. In the event that a named entity has been dissolved, destroyed or remodeled, all gift agreements remain in effect and will be honored in perpetuity to the best of the College's abilities.

3.54. **Inclement Weather Policy**: NCMC is committed to providing a safe environment to learn and work; therefore, students and employees must make it their personal responsibility to stay informed regarding closures, cancellations, and delays. Every effort will be made to provide inclement weather announcements prior to 5:30 a.m.; however, changing weather conditions may require decisions to be made at other times. These decisions will typically be made by the College President or his/her designee. *entire section added 6/28/11 updated 2/23/2021*

3.54.1. If classes are cancelled but offices remain open, non-faculty employees will be charged a day of vacation leave if they are absent. If the employee has no leave balance, he/she will

be charged with unpaid leave. Faculty will be responsible to make presentations and assignments via online for the designated day.

3.54.2. If classes are cancelled and offices are closed, only essential personnel are expected to work. Non-exempt will be paid at 1.5 times their regular rate of pay.

3.54.3. If a delayed start is announced, classes will begin with the class scheduled to start at 9 a.m. (on Monday, Wednesday, or Friday) or 9:30 a.m. (on Tuesday or Thursday). Non-faculty employees will be paid for a full day of service at their regular rate of pay.

3.54.4. If the College is to close early, an announcement will be made by 3 p.m. to allow adequate time to notify those in evening classes. Non-faculty employees will be paid for a full day of service at their regular rate of pay. Staff assigned to work at the Ketcham Community Center will work their regular shift if the facility is not closed.

3.54.5. The college President may implement a "Virtual Day" allowing campus facilities to be closed, but education and services to be operated virtually. On Virtual Days, campus facilities will be closed to the public (except the Ketcham Community Center), classes will be held online, and offices and services will be available virtually. Employees will be expected to complete their workday on-site, or virtually, and/or remotely. If employees are unable to complete their work virtually, remotely, or on-site, alternative arrangements may be made with supervisor approval. Employees will be paid for a full day of service at their regular rate of pay. If employees are absent, they will be expected to use leave time. *Added 2/23/2021*

3.55. **Health and Wellness**

3.55.1. Vaccination Policy *added 11/25/14*

3.55.1.1. North Central Missouri College, per Missouri Law (RSMo 199.290), requires a tuberculosis (TB) screening for all on-campus students and faculty. Any individual referred for TB testing must demonstrate a non-contagious status for active tuberculosis to continue their enrollment and/or employment.

3.55.1.2. North Central Missouri College, per Missouri Law (RSMo 174.335), requires students who reside in on-campus housing to obtain a meningococcal vaccine or submit a signed statement for a religious or medical exemption. Per Missouri Law (RSMo 167.638), a copy of the required meningococcal brochure will be provided to all students, and if the student is under 18 years of age, to the student's parent or guardian.

3.55.2. Control Measures for Spread of Illness and Disease Contamination *added 11/28/17* see also Use of College Buildings and Grounds 7.6 Pandemic Policy. Under federal occupational safety and health laws, NCMC has a duty to ensure the environment for students and staff is safe and healthy. The following measures may take place to ensure spread of illness and disease contamination is controlled:

3.55.2.1. Employees or students who are exposed to an airborne, highly contagious illness or disease are encouraged to follow guidelines and recommendations provided by the Centers for Disease Control (CDC) and/or their local health agency *(revised 1/25/22).*

3.55.2.2. If employees and students are able to meet acceptable performance standards and medical evidence indicates that their condition is not a threat to themselves or to others, they shall be assured continued employment or studies. If it becomes necessary, reasonable accommodations shall be made to enable the qualified individual to continue to work or continue their studies. All information regarding the health of any employee or student shall be held in strict confidence, and released only to those who have a legitimate need to know.

3.55.2.3. NCMC will conform to standards promulgated by the U.S. Occupational Health and Safety Administration for the prevention of infections. All employees working in a job that might place them "at risk" for exposure to bloodborne pathogens will be expected to complete annual educational training on bloodborne prevention and exposure. At risk employees include, but may not be limited to, persons working in the allied health department, student housing and residential life, and custodial workers.

3.55.2.4. All federal and state occupational and safety laws will take precedence should an illness or disease be exposed or have the potential to be exposed on any of NCMC's buildings or properties.

3.55.2.5. North Central Missouri College reserves the right to make college policy and procedures that are in the best interests of the College. The college will consider guidance and recommendations from the Centers for Disease Control (CDC); Occupational Safety and Health Administration (OSHA); Equal Employment Opportunity Commission (EEOC); trade associations; as well as all other federal and state laws applicable to our workplace *(added 1/25/22).*

4. STUDENT POLICIES

4.1. **General Student Policy Statement**: It will be the policy of the Board of Trustees to recognize and support the policies regarding all students as stated in the Academic Catalog, Academic Program Handbooks, Student Handbook, Athletic Handbook, and the Housing/Food Service Terms and Conditions and Contract.

4.2. **Student Background Investigations**: North Central Missouri College will complete a criminal background investigation on students and faculty as required in RSMo. 610.120, 43.530, and 660.317. NCMC will make inquiry to the Department of Social Services, Division of Aging, to determine if the individual is listed on the "Employee Disqualification List," as required in RSMo. 660.315. The background investigations are performed to ensure student/faculty eligibility for participation in clinical/work experiences required for successful completion of particular program curriculum. All information is confidential. Information shared is done in a matter that maintains an individual's confidentiality.

4.3. **Student Indebtedness to the College**: Where a student has not cleared indebtedness to the College after notification has been duly given any or all of the following policy may be used:

4.3.1. A student may be suspended from classes for nonpayment of tuition/fees until such time as the money is paid or reasonable arrangements to pay have been made with the Business Office.

4.3.2. A student may be suspended from the residence halls for nonpayment of room and/or board charges until such time as the money is paid or reasonable arrangements to pay have been made with the Business Office.

4.3.3. A student's application for subsequent registration may be suspended until any indebtedness to the College has been paid or reasonable arrangements have been made at the Business Office.

4.3.4. A student's request for a transcript or other academic record may be held until all indebtedness to the College has been paid.

4.3.5. When all collection attempts have failed, the Business Manager may proceed by referring the matter to a collection agency.

4.4. **Student-Athlete Drug Use Testing Policy** *updated 6/18/2024*

4.4.1. Statement of Need and Purpose: North Central Missouri College (NCMC) is concerned for the health and welfare of its student athletes, hereafter referred to as athlete(s). It recognizes substance abuse dependency may interfere with an athlete's health, academic achievement, individual athletic performance and a team's success. It is the intent of the NCMC Athletic Department to educate and inform athletes of the effects of substance

abuse and dependency, thereby enabling athletes to make responsible decisions and allowing NCMC to maintain the integrity of collegiate competition. The purpose is threefold: (A) to provide for the health and safety of all student-athletes; (B) to undermine the effects of peer pressure by providing a legitimate reason for student-athletes to refuse to use illegal drugs; and (C) to encourage student-athletes who use drugs to participate in drug treatment programs. The program is designed to create a safe drug-free environment for student-athletes and to assist them in getting help when needed.

4.4.2. Policy: The National Junior College Athletic Association (NJCAA), in accordance with the National College Athletic Association (NCAA) Drug Testing Policy, encourages member institutions to conduct drug testing for the purpose of the well-being of the athlete. Each athlete must consent to be tested for illegal drugs before participating in any athletic competition. Removing the athlete from competition is not the primary objective of NCMC's policy. Rather, the purpose is to deter the use of drugs, counsel, educate, and help those student athletes who may test positive. Violation of this policy will result in the athlete being subject to the sanctions listed in the policy. In addition, the student may be subject to disciplinary action under the rules and procedures described in the Student Conduct Code.

4.4.3. Drug Use Testing Policy to be Non-Punitive: No student-athlete will be penalized academically for testing positive for illegal drugs, banned substances, or other items listed below. The results of drug use tests pursuant to this policy will not be documented in any student-athlete's academic records.

4.4.4. Drugs Defined: Drugs for which athletes will be tested: (1) Required-tests will be conducted for marijuana (THC), cocaine, opiates, methamphetamines, amphetamines, PCP, benzodiazepines, barbiturates, methadone, oxycodone, MDMA. (2) Optional-NCMC reserves the right to test for any other drugs banned by the NCAA or the NJCAA. Athletes are cautioned to consult the list of NCAA banned-drug classes whenever buying any over-the-counter nonprescription drug. Many common cold medicines and medications for allergy treatments contain small amounts of banned substances (e.g. Co-Tylenol, Sudafed, etc.) that might produce a positive test result. The athlete should also inform his/her private physician of the NCAA banned-drug classes list prior to receiving any prescription. In either case, the athlete will be asked to declare prior to departmental drug testing, any type of drug being used, even if the drug is not listed on the NCAA banned-drug list.

4.4.5. Drug Testing Procedures: All athletes will be given an overview of the policy by their coaches and be instructed to view the policy on the NCMC Athletics website. All athletes are required to sign the 'Consent to Drug Testing and Authorization for Release of Test Results Form' prior to initial participation in any athletic competition each year. A minimum of two random athletic department drug tests will occur during the course of one academic year. Anywhere from 5% - 20% of the athletes will be chosen by a process of random selection. If at any point an athlete becomes enrolled in the drug testing protocol, they will be automatically entered into every athletic department drug test, along with any testing involved with the protocol for that academic year. Athletes who display behavior

and/or physical signs and symptoms which lead to a “reasonable suspicion” of drug use may also be required to test at any time in the year. Reasonable suspicion shall be based on the totality of the circumstances, including without limitation: abnormal conduct or significant deterioration of performance, direct observation of drug use or related impairment, a credible report of drug use from an NCMC administrator or coach, or evidence that a student-athlete has made, sold, possessed or used drugs on campus.

4.4.6. Alcohol: NCMC does not condone the illegal or otherwise irresponsible use of alcohol. It is the responsibility to know the risks associated with alcohol use and abuse. It should be understood that the possession or consumption of alcoholic beverages by individuals under the age of 21 is a violation of state liquor laws. Likewise, it is illegal for anyone to supply alcoholic beverages to persons under the age of 21. Athletes will face the consequences of residence life policy and punishments set by their Head Coach, if violations occur while they are a residence on campus. Athletes will face sanctions listed below if following alcohol related incidents occur off campus: (1) Driving under the influence (DUI / DWI) or other motor vehicle violations involving alcohol. (2) Public intoxication. (3) Drunk and disorderly. (4) Other violations of the law involving alcohol, including possession if underage.

4.4.7. Self-Referral Program: Any athlete may refer himself/herself for evaluation or counseling by contacting their head coach, a member of the athletic training staff, or an athletics department administrator. Athletes must understand that by self-referral, they are voluntarily entering themselves into the drug testing protocol and will be tested every time the athletic department performs a departmental drug test. Below are the provisions of the self -referral program. (1) An athlete may not initiate self-referral after he / she has been informed of their participation in an impending substance abuse test. (2) An athlete cannot enter the self-referral program at any time after a positive test. This includes the entire time of athletic eligibility for that athlete while at NCMC. (3) There will be no team or administrative sanctions imposed upon the athlete from the athletic director for seeking profession help through the self-referral. Head coaches may impose team or administrative sanctions at their discretion. (4) A treatment plan arranged through NCMC office of counseling services will be put into place upon self-referral. In addition, follow-up testing will occur frequently while in the self-referral program. (5) An athlete testing positive on the initial testing after entering this program will not be subject to applicable sanctions. However, a positive test in subsequent retest or failure to adhere to treatment program will result in the appropriate administrative sanctions consistent with a first offense. (6) Self-referral does not exempt an athlete from NJCAA sanctions in the event of NJCAA year round and championship testing.

4.4.8. Testing Method: NCMC athletes will be notified of selection for testing by his/her head coach no more than 48 hours in advance of the test. Testing will be conducted at Wright Memorial Hospital in conjunction with their testing lab. Failure to appear will be counted as a positive test and the athletes will enter drug testing protocol. Original results will be gathered, and any results that trigger a positive, are sent for further lab testing to confirm

results by Wright Memorial Hospital. The college may use and distribute test results as provided by law.

4.4.8.1. Procedures for Positive Test results: (1) Athletes will be notified of a positive test result by Athletic Director and their head coach. (2) Athletes will meet with Athletic Department Staff to review test results and discuss all ramifications of a positive test. (3) Athletes that tested positive will be assisted with finding professional substance abuse care. (4) Athletes found responsible for violating this policy will be subject to the sanctions described.

4.4.9. Sanctions: Sanctions may be imposed upon any athlete found to have violated this policy. More than one sanction may be imposed for any violation and the sanctions may been enhanced, i.e., of a greater severity than would usually apply to a given type of misconduct, if the athlete has violated the Student Conduct Code or this policy previously. All athletes found in violation of this policy will be subject to additional drug testing with the frequency and timing to be determined by the Director of Athletics and the Head Coach. Sanctions will be determined by the Athletic Director and the Head Coach and may include one or more of the following: (1) from games, tournaments, or matches (described under "Suspension from Competition and Dismissal"). (2) Community Service-including community service related to drug education. (3) Discretionary sanctions-including, but not limited to, educational programming, substance abuse or mental health assessment, counseling, or other treatment. (4) Dismissal from the team and potential loss of athletic related financial aid. The length of the suspension must meet the minimum suspension periods described in the following tables and will be determined by the Athletic Director and Head Coach. Athletes will be excluded from dressing for games and traveling to team competitions (unless the suspension is set to expire during a road trip). However, an athlete may be suspended for a longer period of time, and be excluded from practices and other team related activities, may be dismissed from the team, or forfeit their athletic related financial aid as a result of one or more offenses as determined by the Head Coach. Suspensions that occur during the athlete's championship season will begin immediately. Athletes who violate this policy while out of season or cannot fulfill the suspensions in their current championship season (injury, ineligible, red shirting, etc.), will serve the remainder of their suspension following year.

4.4.10. First Offense: Sport Minimum Suspension: Baseball = 4 suspension of games/tournaments. Basketball = 2 suspension of games/tournaments. Dance 2 suspension of games/tournaments. eSports 2 suspension of games/tournaments. Golf 1 suspension of games/tournaments. Softball 4 suspension of games/tournaments. (1) Athlete will participate in drug counseling sessions with a counselor provided by NCMC for 6 weeks from the date of the positive test results are received. (2) Athlete will notify their parents by phone the results of a positive test result, in the presence of the Head Coach.

4.4.11. Second Offense: (1) Athlete will participate in drug counseling sessions with a counselor provided by NCMC for 6 weeks from the date of the positive test results are received. (2) Athlete will notify their parents by phone the results of a positive test result, in the

presence of the Head Coach. (3) Athlete will be subject to a drug test at their expense after their game suspension and six week counseling session. The student can compete after completing their game suspensions. If the result of this test is positive, they immediately trigger the third offense. Sport Minimum Suspension: Baseball = 8 suspension of games/tournaments. Basketball = 4 suspension of games/tournaments. Dance 4 suspension of games/tournaments. eSports 4 suspension of games/tournaments. Golf 2 suspension of games/tournaments. Softball 8 suspension of games/tournaments.

4.4.12. Third Offense: Dismissal from the team and forfeit of athletic-related financial aid.

4.4.13. Appeals: The sanctions imposed as a result of a violation of this policy may be appealed by the athlete to the Dean of Student Services or Athletic Director within five (5) business days of the decision. Such appeals will be in writing and will be delivered to the Dean for Student Services or Athletic Director. The Dean or Athletic Director will determine if the sanctions imposed will be stayed pending the outcome of the appellate decision. An appeal will be limited to a review of the written record and supporting documents for one or more of the following purposes: (1) To determine whether the case was handled in conformity with prescribed procedures. Deviations from designated procedures will not be a basis for sustaining an appeal unless significant prejudice results. (2) To determine whether the sanction(s) imposed were appropriate for the violation in which the athlete was found to have committed.

4.4.13.1. The Dean of Student Services and Athletic Director may affirm, reverse, or modify the decision regarding the sanctions imposed.

5. GENERAL PERSONNEL POLICIES

5.1 College's Right to Manage, Discipline, and Discharge: The College, as employer, has the right (and responsibility) to operate and manage its affairs in such areas as, but not limited to:

5.1.1. Maintain the efficiency of College operations

5.1.2. Determine the methods, means, job classification and personnel by which College operations will be conducted

5.1.3. Hire, promote, transfer, assign, retain, and terminate employees

5.1.4. Establish the methods and process by which work is performed

5.1.5. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive

5.1.6. Take whatever actions may be necessary to carry out the missions of the College in situations of emergency

5.2. **Employee Definitions**

5.2.1. Full-time employees are scheduled to work 37.5 hours per week.

5.2.2. An employee working two or more part-time positions totaling 37.5 hours per week will be considered a full-time employee.

5.2.3. Classified staff refers to staff members who perform support functions within the College community, College employees who do not have faculty or AMP status.

5.2.4. Exempt staff refers to employees whose positions are classified as exempt under the Fair Labor Standards Act as amended. These employees perform their job duties generally free of supervision and they exercise considerable "freedom to act" in terms of when and how work is to be accomplished.

5.2.5. Non-exempt staff refers to employees whose positions are classified as non-exempt under the Fair Labor Standards Act as amended; these employees perform their job duties as directed by their supervisor.

5.3. **New Positions or Vacancies**

5.3.1. Qualifications for Hiring, Promotion, or Transfer

5.3.1.1. All hiring, promotions, and transfers will be based on qualifications, ability, and past performance. The College shall maintain procedures for determining and verifying appropriate faculty credentials in compliance with Higher Learning Commission guidelines. *Updated 4/7/20*

5.3.1.2. Employees will be given preference in the selection process for positions, provided their qualifications, ability, and past performance are substantially equal as determined by the College. Seniority will be given weight when two or more employees possess qualifications which are substantially equal as determined by the College. The College may choose to conduct an internal-only search for a specific vacancy.

5.3.1.3. A Seniority Policy is established to determine priority in promotions, transfers, and call-back from layoff when ability, skill, training, and other relevant qualifications are equal as determined by the College. Nothing in this policy shall be deemed to override qualifications of employees as the primary consideration in promotions, transfers, etc.

5.3.1.3.1. Seniority is defined as an employee's length of continuous employment at the College.

5.3.1.3.2. The Seniority Policy applies to permanent employees only.

5.3.1.3.3. Seniority is computed from the date of employment into a full-time position. *Revised 7/25/06*

5.3.1.3.4. An employee on an approved leave of absence does not lose accumulated seniority but does not accumulate additional seniority during the leave of absence.

5.3.2. Recruitment of Personnel/Posting of Vacancies: When practical, new positions will be approved by the Board of Trustees prior to the posting and recruitment of applicants. In limited circumstances, the Board of Trustees reserves the right to fill vacancies without recruitment. The President will recommend and justify these circumstances to the Board.

5.3.2.1.1. College employees may apply for any vacancy by contacting the Personnel Office.

5.3.2.1.2. Reclassification or upgrading of an existing permanent position is not considered a new position or vacancy.

5.3.2.1.3. The Personnel Office accepts applications and recruits new applicants for current and/or anticipated positions or vacancies.

5.3.2.1.4. Other College employees, not in the Personnel Office, may assist the Personnel Office in locating qualified candidates. All such candidates should be referred to the Personnel Office.

5.3.2.1.5. Advertising for vacancies will be processed through the Personnel Office.

5.3.2.1.6. When a position is changed from temporary to permanent, the position is considered a new position for purposes of recruiting and posting.

5.3.3. Acting Positions/Temporary Upgrades

5.3.3.1. When employees are to be appointed to "acting" positions (i.e. acting supervisor, acting director, etc.), or to receive temporary upgrades, either of which is to be for more than six consecutive months, prior consultation with the Personnel Officer and the EEO Officer is required to assure compliance with the intent of personnel and EEO policies regarding promotions, posting, etc.

5.3.3.2. Posting is waived for temporary and part-time positions.

5.3.4. Pending Board approval, conditional employment offers may be extended to new hires.

5.3.5. Applicant Travel Policy *updated 6/28/16*

5.3.5.1. North Central Missouri College may reimburse employment applicants for expenses related to employment interviews, teaching demonstrations, and/or other events related to employment recruitment for which an applicant must physically travel to campus. The expense reimbursement is available up to two (2) job candidates per listing of open position.

5.3.5.2. Travel expenses that qualify for reimbursement may include airfare at the coach rate (with all flights arranged by the candidate); mileage established at the approved IRS rate; and hotel expense for one night for rate of stay and tax charge only (no extra amenities included).

5.3.5.3. Applicant travel reimbursement shall not exceed $1,000 per candidate. However, additional reimbursement above $1,000 may be given to presidential candidates and other leadership positions as the Board of Trustees deems necessary for quality recruitment.

5.3.5.4. Reimbursement may be made for positions including administrative leadership, in-demand faculty positions, and other top level management positions.

5.3.5.5. An applicant offered employment who then declines the offer will not be reimbursed for travel expenses.

5.3.5.6. Applicant travel reimbursement shall be awarded until budgetary funds are exhausted for the fiscal year.

5.3.6. Nepotism (see also 3.16.00 Amorous(Romantic/Sexual Relationships)

5.3.6.1. Near relatives by blood or marriage may not be employed by the College in any position in which one relative would have a supervisory relationship over the other

or be in a position to influence the employment of the other by reason of relationship rather than merit.

5.3.6.2. If there is a change in the family relationship or rank which would violate the above policy, the situation must be corrected within six months by transfer, resignation, or discharge.

5.3.7. Change of Employee Status: Any change in salary or title must be approved by the President and the Board of Trustees.

5.4. **Administrative Vacancies**

5.4.1. Search and Screening for the President: Search and screening committees for the President may include representatives of the Board, faculty, students, alumni, community representatives, administrative staff, and others as determined by the Board. The Board will exercise its prerogative of appointing the members of the search committee for a president. A nationwide search will normally be made for a president. The Board will develop a job description and specify the qualifications for a president to be used in the search process. The search committee will be instructed by the Board as to its role in the search process and the criteria to be used in evaluating applicants. The search committee will normally submit a slate of candidates to the Board for their consideration as final candidates. The Board will determine whom to invite for an interview and make the final selection. After the selection process is complete, the Board will discharge the search committee. Nothing in this policy will preclude the Board from selecting a president using a different process than described above or from retaining a search consultant.

5.4.2. Acting President: When it becomes necessary to designate an acting president, the Board will involve Board representatives, faculty, administrators, and students at the College in identifying qualified persons for this position. The Board will make the final selection or, if necessary, request additional names for consideration. If the designee who accepts the position is a permanent employee of the College, the Board will offer the said employee a contract or letter of understanding that indicates the term of the acting position and whether the employee has the right to return to his/her position after a permanent president is chosen. If this is not stated in the contract or letter of understanding, the employee automatically will have the right to return to his/her former position.

5.4.3. Recruitment of Administrative/Management/Professional Personnel: A vacancy in an Administrative/Management/ Professional position at the College will be filled by the President and confirmed by the Board of Trustees. Normally, the President will appoint a screening committee comprised of representatives of the College community. The President will name a chairperson and specify the scope of the committee's authority, priorities for designing a position announcement, EEO guidelines, and other matters pertinent to the search. Candidates for positions at the Dean level will have opportunities for internal College and external community interaction. The search committee will submit the names of finalists to the President. After a final selection is made by the President,

he/she will submit the finalist's name to the Board of Trustees for approval. Whenever possible, new Administrative/Management/Professional positions will be approved by the Board of Trustees prior to initiating the selection process.

5.4.4. Termination Settlement of the President and Administrative/ Management/Professionals: If the President and/or an Administrative/Management/Professional is given a termination notice, the Board may negotiate a settlement in the best interest of NCMC, which may involve relinquishing the office prior to the lapse of the contract period with the Board purchasing the remainder of the contract. This provision will not apply where dismissal is a result of malfeasance or gross neglect of duty.

5.5. **New Employees** *entire section added 12/20/16*

5.5.1. E-Verify: In its procedures for recruiting and hiring employees, the College will comply with applicable federal regulations including use of E-Verify as mandated through state/federal law. Personnel/Payroll staff will maintain documentation, including Eligibility Verification Forms (Form I-9), as required under the Immigration Reform and Control Act.

5.5.2. Background Check: All offers of employment are conditioned on receipt of a background check report that is satisfactory to North Central Missouri College. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and applicable law. Reports are kept confidential and are only viewed by those involved in the hiring process. Although an offer of employment may be extended to an applicant prior to the completion of the background check, including the criminal conviction check, continued employment will be contingent upon receipt of a satisfactory background check.

5.5.3. Orientation: North Central Missouri College's personnel office will provide orientation for new faculty, administrative, management, professional, classified, adjunct, and part-time employees. Orientation shall include information on the following policies: sexual misconduct, drug and alcohol prevention, electronic information systems use, timely warning, emergency evacuation, and notice of nondiscrimination. New employees will be provided information on how to report an incident to the Title IX Coordinator and where to find NCMC's Clery Security Report and Higher Education Act Student Consumer Information.

5.5.3.1. NCMC's personnel office will provide up-to-date, accurate, and complete information to each new employee regarding eligibility for Public Service Loan Forgiveness within 10 days of the start of employment. This information may be provided electronically or as a paper copy.

5.5.3.2. New employees will be notified on where to find the Board Policy Manual and any other applicable employee handbooks for the hired position, provided with an overview of how to use phone and email, Business Office Online, and the staff portal, and given a campus tour. They will also be introduced to key personnel if available.

5.5.3.3. Immediate supervisors shall assist new hires by making introductions and ensuring that the employee is familiar with the responsibilities and duties of his/her position.

They will also address with the new employee working hours, attendance, reporting policies, department overview, evaluation process, emergency procedures, and other areas of importance as it pertains to the new employee's job duties.

5.6. **Employment Contracts**

5.6.1. All annual contracts specifying salary and other terms of employment must be approved by the Board of Trustees and signed by the President of the Board.

5.6.2. The Board of Trustees will give the President an initial three-year contract, unless they decide otherwise.

5.6.2.1. The President is required to have an annual physical. The President will share the results of the physical with the president of the Board of Trustees. The Board will pay for the physical up to a maximum of $500 per year.

5.6.3. The annual salary is paid in twelve equal installments with paychecks available on the last working day of the month. Should an employee's contract be terminated during the year, the employee should receive a total salary which shall be in proportion to the number of days worked compared to the number of days of contractual obligation. *added 10/28/08*

5.7. **Wage and Salary Administration**

5.7.1. Management/Professional Staff: This employee classification is for staff members who direct or manage administrative functions or perform highly technical functions within the College community. Employees in this classification may be exempt or non-exempt. *Updated 11/22/16*

5.7.1.1. Salary Ranges: Positions are placed in one of several Salary Ranges based on the knowledge, problem solving, and accountability measures of the position compared with all other positions at the College. Salaries for new employees will be set based on educational background, experience, and relevant market factors.

5.7.1.2. Salary Increases: Salary Ranges are usually adjusted each July 1st based on approval by the Board of Trustees. Upward movement, within the salary range, also occurs each July 1st based on approval by the Board of Trustees. New and existing employees must have worked more than six months in their position prior to moving in their salary range. If an employee has been employed with NCMC for more than six months, but in a position less than six months, salary increase will be calculated on their base salary of the previously held position. *Updated 5/25/2021*

5.7.1.3. Contract Renewal: Normally, the Board of Trustees will decide the contract renewal status (for the fiscal year beginning July 1) for this group of employees at its March meeting.

5.7.2. Classified Staff: The Classified Staff Salary Schedule consists of job grades and pay steps. Job grade placement is determined based on the knowledge, problem solving, and accountability measures of each position compared with all other positions at the College. Pay step placement, within job grade, is based on years of relevant experience at the time

of hire. The Classified Staff Salary Schedule is usually adjusted each July 1 based on approval by the Board of Trustees. Movement to the next pay step, within the job grade, also occurs each July 1 based on approval by the Board.

5.7.3. Administrative Staff: This employee classification is for Deans or Associate Deans and the Business Manager. All employees in this classification are exempt employees.

5.7.3.1. Salaries for these employees will be set at the time of hire.

5.7.3.2. Salary Increases: Salary increases for these employees are usually given each July 1st based on approval by the Board of Trustees.

5.7.3.3. Contract Renewal: Normally, the Board of Trustees will decide the contract renewal status (for the fiscal year beginning July 1) for this group of employees at its February meeting.

5.7.4. Paydays: All employees will be paid on the month-end payroll with payday being the last workday of the month. Any current employee may opt for the month-end payment.

5.7.5. Extraordinary Salary Increases or Bonuses: From time to time and for, perhaps, a variety of reasons, employee job performance may be exceptionally meritorious to the degree that College management deems it appropriate to give the employee an extraordinary salary increase or a one-time bonus. Such increases or bonuses would be brought to the Board of Trustees for approval.

5.7.6. Regular Work Week: A regular work week is 37.5 hours worked any calendar week (Sunday through Saturday). For the months of May-August, employees, with supervisor approval, may work a regular work week Monday-Thursday with dates designated by the college president. May-August public hours will be Monday-Thursday 8:00 a.m. until 4:30 p.m. *Revised 3/22/2022*

5.7.6.1. Authorized Time Worked is:

5.7.6.1.1. Actual time worked at an employee's job location as required by his/her tour of duties.

5.7.6.1.2. Meal periods when included within the employee's standard work schedule.

5.7.6.1.3. Authorized rest periods not to exceed one 15-minute period during each scheduled period of four consecutive hours.

5.7.6.1.4. Necessary visits to Payroll, Personnel, Affirmative Action Office, and other College organizations as authorized by management.

5.7.6.1.5. Attendance at meetings, conferences, training courses, etc., during scheduled work periods when such attendance is requested and/or authorized by his/her supervisor.

5.7.6.1.6. Travel time during scheduled work periods when such travel is required by the tour of duty and authorized by management.

5.7.6.1.7. Times losses at the employee's job location resulting from fire, machine breakdown or power failure, when the employee is not sent home by his/her supervisor.

5.7.6.1.8. Time not worked when charged as a paid holiday or against approved leaves.

5.7.6.1.9. Time off for voting, election duty, and enforced court attendance when granted in accordance with the Personal Leave with Pay policy.

5.7.6.2. Time Not Worked is:

5.7.6.2.1. Time spent on College premises before the start of work or after the cessation of work (i.e. time which elapses between the time the employee arrives at work and his standard work starting time).

5.7.6.2.2. All other time not specifically authorized in this manual. (Note: Specific cases of time spent in a manner about which there is doubt as to whether it is time worked or not work for pay purposes are to be referred to the Personnel Office.)

5.7.6.3. Time Worked Exceptions: While the work schedules of exempt employees general follow these guidelines, actual hours worked are determined by their supervisors.

5.7.7. Overtime: Overtime is time worked in excess of 40 hours in a standard work week. Sick leave, personal leave, vacation leave, jury duty, bereavement, College holidays and closings, or any other form of paid time-off are treated as paid leave and not hours worked in regards to overtime. Only non-exempt employees, as defined by the U.S. Department of Labor, are eligible for overtime compensation.

5.7.7.1. Non-exempt employees may not make unauthorized decisions to work overtime or extra hours. Overtime worked for non-exempt employees must be authorized by the supervisor with a copy of the authorization sent to the Business Office. For non-exempt employees, working outside of the normal work schedule is restricted unless it is de minimis or required by the supervisor. Examples of working outside of the normal work schedule may include working afterhours, working weekends and checking/ responding to College e-mails outside of normal work hours. Working unauthorized time may subject the employee to disciplinary action. Similarly, non-exempt employees may not agree, even voluntarily, or otherwise waive their rights under the Fair Labor Standards Act.

5.7.7.2. To ensure compliance with federal and state labor regulations, non-exempt employees must accurately record all working time. In recording working time, insubstantial or insignificant periods of time outside the scheduled working hours that cannot practically be precisely recorded may be disregarded. Overtime is recorded on the employee's time report to the nearest one-fourth hour.

5.7.7.3. Non-exempt staff will receive additional compensation for authorized overtime worked. Such additional compensation is paid at one and one-half times the straight-time rate. Payment for overtime is normally included in the regularly scheduled paycheck following receipt of the employee's time report by the Payroll Department. The timesheet must indicate all overtime hours worked and must be approved by the supervisor.

5.7.7.4. Sick, vacation, and personal leave will not be used to pay an employee more than 40 hours/week.

5.7.7.5. It is expected that activities be planned, organized, and scheduled so that work may be accomplished within the standard workweek. Supervisors have the authority

to determine work schedules and to make individual assignments as necessary. Supervisors may adjust an employee's schedule to maintain a standard workweek. The use of flexible time off is allowed to prevent a non-exempt employee from accumulating more than 40 hours of work within a week. The utilization of flex time must occur within the same work week that the extra hours are worked. *entire Overtime section added 11/22/16*

5.7.8. Flexible Work Schedule Policy: *entire section added June 2018*

5.7.8.1. General Policy

5.7.8.1.1. The purpose of flexible work arrangements is to better enable employees to meet the operating needs of the College and to help employees accomplish work more effectively. Not all College positions lend themselves to flexible work arrangements; therefore, decisions will be made on a case-by-case basis and will be dependent on the best interests of the College as determined by its goals and objectives.

5.7.8.1.2. The flexible work schedule policy enables employees, with their supervisor's approval, to complete their basic work hour requirement each workweek with flexibility regarding the days that they work and the times that they begin and end work. All terms and conditions of employment remain unchanged during flexible work arrangements except those addressed by the arrangement.

5.7.8.1.3. Exempt employees are not covered by the overtime and record keeping requirement of the Fair Labor Standards Act. Therefore, there is inherent flexibility in work scheduling for them. Even though the law allows this latitude, exempt staff members still need to discuss specific scheduling arrangements with their supervisors and obtain their written approval.

5.7.8.2. Program Specifics

5.7.8.2.1. Flexible Work Schedule allows for flexible scheduling arrangements that permit variations in starting and departure times, but does not alter the total number of hours worked in a workweek. All flextime arrangements must conform to the overtime, record keeping and break provisions of the Fair Labor Standards Act and applicable college policies.

5.7.8.2.2. To ensure that supervisors and employees have a mutual understanding of the specifics of the flextime schedule, it must be documented in writing. Any modifications in the schedule may be made only with the prior consent of supervisor. Some of the possible variations of flextime are: fixed starting and departure times that are selected periodically, starting and departure times that can vary daily, and variations in the length of the workday which may result in a compressed workweek (i.e. a four-day work week similar to the College's normal summer schedule). Regardless of the variations chosen, an employee must work the total standard number of hours each workweek. Flexible schedules may involve the need for staff to be present or accessible during certain core number of hours each day.

5.7.8.2.3. An employee's proposed flexible work schedule will not be approved by their supervisor if it will interfere with the work to be done or service to be performed in a particular department. As a result, not every department will be able to take advantage of this policy at all times.

5.7.8.2.4. This policy does not affect the official hours that offices must be open for business. The privilege of a flexible work schedule may be rescinded by a supervisor or by an employee if the arrangement is not working.

5.7.8.2.5. As is the case with all college policies, the institution has the exclusive right to interpret this policy.

5.7.9. Payroll Deductions: Upon proper written authorization of the employee, the College will administer payroll deductions. Some examples of allowable deductions are savings bonds and personal retirement/investment programs.

5.8. **Probationary Employees**

5.8.1. All new employees hired for permanent positions are on a probationary basis for the first six months of employment. A three-month evaluation should be held if there are any concerns with the employee's performance; otherwise the final evaluation should take place no later than two weeks prior to the end of the probationary period. An employee may be terminated during the probationary period in accordance with the Policy on Termination of Employment.

5.8.2. Probationary periods may be extended for bona fide reasons. Such extensions must have the approval of the Personnel Officer.

5.9. **Annual Performance Evaluation** (Administrative/Management/Professional/Classified Employees)

5.9.1. General Policy: The evaluative process assists in identifying the employee's contribution to the College, contributes toward professional growth and development, establishes goals, identifies strengths and areas for improvement, and provides systematic documentation for supporting continuance of employment, pay increases, promotions, or transfers.

5.9.2. The Performance Evaluation (Appraisal) Process: The Performance Evaluation (Appraisal) form should be completed (by the appropriate supervisor) within six months of an employee's initial date of hire and annually thereafter. The form must be reviewed with the employee, signed by the immediate supervisor, and forwarded to the NCMC Human Resources Department where it will be placed in the employee's personnel file. The employee and the appropriate supervisor should retain a copy of the completed form. *(revised 2/26/07)*

5.10. **Personnel Information Disclosure**

5.10.1. College policy is to:

5.10.1.1. Protect employees' rights of privacy, as well as the public's right to know, in the collection and maintenance of personnel information, pursuant to RSMo. 288.250,

and the principles outlined by the 1974 Federal Family Educational Rights and Privacy Act.

5.10.1.2. Collect and store personnel information which is relevant to the College's purpose and to insure that records are accurate, timely, and complete. RSMo. 168.128

5.10.1.3. Inform employees about what personnel information is collected, why it is collected, and who will have access to the information.

5.10.1.4. Provide security systems which limit access to confidential information.

5.10.1.5. Grant employees the right to correct or dispute personnel information.

5.10.1.6. Disclose confidential personnel information outside the College only with the informed and voluntary consent of the employee or under a valid legal order.

5.10.2. The objectives of this policy are to establish record keeping practices in accordance with:

5.10.2.1. Right to Know, RSMo. 610.010

5.10.2.2. Right of Privacy, RSMo. 288.250

5.10.2.3. Public Records and their Management, RSMo. 610.010

5.10.2.4. Authority of the Legislative Auditor in Relationship to Records, RSMo. 29.130

5.10.2.5. Principles of the 1974 Federal Family Educational Rights and Privacy Act.

5.10.3. Personnel Records

5.10.3.1. File Contents

5.10.3.1.1. Personal: a) Resume or employment history*;* b) Any records pertaining to hiring, promotion, transfer and selection for training*;* c) Enrollment in health insurance plans*;* d) Copies of any documentation for licenses or certifications for any applicable position (e.g. nurse, teacher, etc.)*;* e) Any other information that is essential to the College.

5.10.3.1.2. Financial: a) All copies of payroll status forms affecting pay and/or status*;* b) W-4 forms*;* c) Employee leave records*;* d) Authorizations to deduct money from paychecks, such as health insurance premiums, Christmas Club, tax sheltered annuities, etc.

5.10.3.1.3. Confidential: a) Performance evaluations*;* b) Disciplinary matters*;* c) Personal matters requiring employer assistance.

5.10.3.1.4. Documents of Separation: a) Copy of termination form*;* b) Letter of resignation.

5.10.3.2. File Security

5.10.3.2.1. Files containing personnel information documents will be kept secured at all times.

5.10.3.2.2. Employee position, title, dates and duration of employment and salary are public information and must be released upon request. The College may require that the request be in writing.

5.10.3.2.3. Those having limited access to personnel files, including articles related to position and/or position performance, are the Personnel Officer, the EEO officer, the employee, the immediate supervisor, and those above the immediate

supervisor in the direct line of authority to and including the President and the Board of Trustees.

5.10.3.2.4. Others may obtain access to personnel files only with the employee's informed and written permission or with a valid legal order.

5.10.3.2.5. The office of the Legislative Auditor has access to personnel files pursuant to RSMo 29.130, for purposes of auditing state agencies.

5.10.3.2.6. Employees have the right to file a written rebuttal to information maintained in their personnel file. Such rebuttals will be placed in the particular employee's file.

5.10.3.2.7. Employees have a right to file a grievance based on information maintained in personnel files, consistent with provisions in this policy.

5.10.3.2.8. Records of sponsored agencies (e.g., Head Start, WIA) may have additional restrictions placed upon them and therefore all requests for information should first be placed with the respective sponsoring agency. Federal Register Vol. 47, No. 195, Page 44497, dated 10/7/82.

5.11. **Prohibited Activities**

5.11.1. Alcohol and Illegal Drugs

5.11.1.1. The unlawful possession, purchase, manufacture, use, sale or distribution of illicit drugs and alcohol by employees on college property or at any of its activities is prohibited. Violations of NCMC alcohol and drug policies as stated in College policies or employee handbooks/manuals may result in disciplinary action including corrective discipline, counseling, (faculty) reassignment, verbal warnings, documented warnings, probation, suspension with or without pay, and discharge for employees and/or referral to local law enforcement for prosecution.

5.11.1.2. If an employee is convicted of violating criminal laws concerning alcohol or drugs, in addition to civil action, the employee may be subject to termination. Legal sanctions may include classes, community service, fines, prison terms, loss of driving privileges, and mandated rehabilitation programs. Failure to disclose previous convictions on a job application is grounds for termination.

5.11.1.3. If an employee is convicted for a violation of a criminal drug statute occurring in the workplace, the employee shall notify the HR office no more than five calendar days after such conviction. After receiving such notice, NCMC will notify the Department of Education in writing within 10 calendar days after receiving notice from an employee of such conviction that includes the employee's position title. Within 30 days of receiving such notification, NCMC will take appropriate personnel action against such employee up to and including termination, or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed by a federal, state, or local health, law enforcement, or other appropriate agency. *Updated 8/25/2021*

5.11.1.4. NCMC supports the laws and regulations of the United States of America, the State of Missouri, Grundy County, and the City of Trenton as well as the counties and cities in which NCMC outreach sites are located. Each student and employee is expected to do the same. Applicable legal sanctions under state, local, and federal law can include: forfeiture of personal property and real estate, fines, revocation of driver's license, probation, parole, imprisonment, mandatory minimum sentences, and deportation for non-US citizens. Conviction of a federal drug crime can also result in the loss of eligibility for Federal financial aid.

5.11.2. Permitted Circumstances: (*added 5/26/2026)* The use, possession, or sale of any alcoholic beverage is prohibited except in approved college facilities by obtaining appropriate College approval for single events in which all designated procedures and legal requirements are followed. Alcohol may be served or consumed at college-sponsored events that are not intended for students. These events must be held in conjunction with and for the purpose of benefitting a college department or the Foundation, follow the College's event approval procedures, and comply with all applicable laws. Alcohol may only be provided by approved vendors, licensed caterers, or authorized personnel, and organizers must comply with all NCMC risk management and safety requirements.

5.11.2.1. The College does not permit alcohol at events designed for students or at events where students are reasonably expected to be present. Alcohol may not be provided to individuals under the age of 21 or served by unauthorized personnel. Violations may result in disciplinary action, including warnings, probation, suspension, termination, or referral to law enforcement, and the College may impose additional restrictions as needed to ensure safety and legal compliance.

5.11.2.2. Approval Procedure: The President of the College shall be delegated the authority for acting upon the requests to use alcoholic beverages on College property. All requests for use of alcoholic beverages on College property be submitted to the President at least thirty (30) days prior to the date of the intended event. The request must be submitted and contain / provide the following information: The date and time of the activity. The name of the group making the request. The location of the activity. The nature of the activity and intended audience. The name of the person exercising responsibility for the activity. The name of licensed vendor being used for the event. (Must also provide) Appropriate license to be compliant with applicable laws and regulations and appropriate liability or special event insurance.

5.12. **Corrective Discipline for Non-Faculty**

5.12.1. General Policy: Corrective discipline is designed to provide employees with the opportunity to become aware of and correct misconduct or substandard job performance. As such, corrective discipline should define what needs to be corrected and a timeline for correction.

5.12.2. Types of Corrective Discipline (not necessarily in sequential order)

5.12.2.1. Verbal warnings are generally used by the supervisor for minor infractions or to correct minor faults in employee performance.

5.12.2.2. Documented warnings are addressed to the employee and utilized when the deficiency or infraction is of a greater degree or if the employee refused to correct faults noted in 5.9.2.1.

5.12.2.3. Probation may be used for serious offenses or for continued substandard performance or misconduct after previous attempts to correct have failed. Probation may be for up to 6 months.

5.12.2.4. Suspension with or without pay may be used for serious offenses or for continued substandard performance or misconduct after previous attempts to correct have failed. Suspension may be for up to 6 months.

5.12.2.5. Discharge

5.12.2.5.1. Discharge is not a type of corrective discipline; however, it is a possible consequence of failure in corrective discipline and is, therefore, considered here. An employee may be discharged when the seriousness of the matter is such that the employee should not be permitted to remain employed by the College.

5.12.2.5.2. Permanent employees below the Dean level and who have completed the probationary period may only be discharged for cause or per Section 5.10.00.

5.12.2.5.3. The College will furnish any discharged employee, below the Dean level, a written statement of the reason(s) for the discharge. RSMo. 290.140

5.12.2.5.4. This discharge policy does not apply to probationary employees who may be terminated any time prior to completion of the probationary period.

5.12.2.5.5. See "Termination of Employment," Section 5.10.

5.12.3. Approvals for Corrective Discipline

5.12.3.1. Supervisors, in consultation with their supervisor and the Personnel Officer, may take corrective discipline with an employee under their authority, with prior approval of the President. Copies of any documented disciplinary action must be furnished to the Personnel Officer and the President.

5.12.3.2. The President has the authority to suspend and/or discharge an employee. Therefore, any probation, suspension or discharge cases must have approval of the Personnel Officer and the President.

5.13. **Termination of Employment**

5.13.1. Types of Termination: Each termination must be categorized within one of the following seven categories:

5.13.1.1. Resignation

5.13.1.1.1. Employee's request. An employee is expected to give at least two weeks notice prior to the date of resignation. This notice should be in writing.

5.13.1.1.2. Employee walks off the job.

5.13.1.1.3. Employee is absent for three consecutive working days without permission except when an emergency situation precludes notification. Work days are considered consecutive even when broken by normal non-working days such as holidays or weekends.

5.13.1.1.4. Employee fails to return to work within the prescribed time limits following an authorized Leave of Absence.

5.13.1.2. Release: Employee is terminated at the end of temporary employment.

5.13.1.3. Relieved: Employee is terminated during the six-month probationary period. Probationary employees may be terminated any time during the probationary period without recourse.

5.13.1.4. Layoff: Employee is terminated because of reduction in force due to lack of funds, work, or other reasons. Selection of employees for layoff will be on the basis of qualifications and performance as determined by the College, but if such are substantially equal, seniority will be a determining factor.

5.13.1.5. Discharge: Employee is terminated after corrective discipline has failed or the seriousness of an infraction committed by the employee warrants immediate termination.

5.13.1.5.1. Conviction of a felony or of a crime involving moral turpitude during the period of employment at the institution or the willful concealment of such crime in making application for employment.

5.13.1.6. Retirement: Employee retires under the Public School Retirement System of Missouri or the Non-Teacher School Employee Retirement System of Missouri.

5.13.1.7. Incapacity: Employee for any reason becomes either physically or mentally incapable of performing their job duties. Such incapacity must be expected to last more than six months, not necessarily consecutive. Termination will be at the discretion of the College administration giving consideration to the employee's rights under the Family and Medical Leave Act of 1993, other sections of this policy manual, or other appropriate federal or state statutes. The employee may be eligible for long-term disability benefits under one of the College's two retirement programs.

5.13.2. Notice of Termination: The College will make a good faith effort to provide a minimum of two weeks notice of termination. Temporary employees, probationary employees, and employees being discharged for cause should be given reasonable notice, but no minimum notice is required.

5.13.3. Pay in Lieu of Notice: Pay in lieu of notice may be given at straight-time rate when giving notice is not practical. However, pay in lieu of notice should not be given in cases of termination during probation or discharge for serious infractions.

5.13.4. Leave: An employee may be placed on either paid or unpaid leave if an investigation is required to determine whether termination is warranted.

5.14. **Grievance Procedure for Non-Faculty**

5.14.1. Purpose

5.14.1.1. This grievance procedure will apply to administrative/management professional and classified staff. Faculty should see the Faculty Policy Manual for faculty grievance procedures.

5.14.1.2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to individual grievances, which may arise regarding terms and conditions of employment.

5.14.1.3. If an employee seeks formal resolution of a grievance matter in any forum or by any set of procedures other than those established in the Article, whether administrative or judicial, the employer will have no obligation to proceed further with the matter.

5.14.2. Definitions

5.14.2.1. A grievance means a complaint by an employee that he/she/ has been adversely affected by a violation of North Central Missouri College's policies and practices regarding terms and conditions of employment.

5.14.2.2. The term "grievance" and the procedure relevant will not be deemed applicable in the following instances:

5.14.2.2.1. Disputes as to whether or not an established College policy or practice is good or otherwise. Such disputes will be pursued through other administrative channels.

5.14.2.2.2. Matters where the College is without authority to act or does not have the ability to provide a remedy.

5.14.2.2.3. Probationary employees relieved prior to the expiration of their probationary period; temporary employees released prior to or at the end of their temporary employment period; or employees laid off because of reduction in work force due to lack of funds, work or other legitimate reasons.

5.14.2.2.4. Employee complaints charging discrimination based on race, color religion, national origin, ancestry, sex, handicap or familial status, shall be administered by the Personnel Office in accordance with procedures for discrimination charges.

5.14.3. Informal Procedure

5.14.3.1. No matter will be submitted under the grievance procedure unless the employee has first discussed it with the employee's immediate supervisor in an attempt to resolve the matter informally or the Personnel Office if the grievance relates to the immediate supervisor.

5.14.3.2. Should the matter not be resolved informally, the supervisor should refer the employee to the Personnel Office for explanation of the grievance procedure. Employees are free to write their own grievances without consulting with the Personnel Office, but supervisors should contact the Personnel Office as soon as practical after a grievance has been received.

5.14.4. Steps in Formal Grievance Procedure

5.14.4.1. An employee has the right to assistance by a representative of the employee's choosing at any step of the formal grievance and complaint procedure. The employee will pay cost of representation.

5.14.4.2. The grievance will be submitted within 20 working days following the act or condition complained, or within 20 working days after the employee became aware of the act or condition. A copy of the grievance is to be submitted to the Personnel Office by the Dean/supervisor of the area in which the grievance is filed.

5.14.4.3. The grievance will first be presented to the office of the appropriate Dean/supervisor. The Dean/supervisor will conduct a closed conference with the grievant and his/her representative within six working days following receipt of the grievance. At the conference the grievant will present to the Dean/supervisor all information which he/she deems pertinent to the grievance as well as other information within the grievant's knowledge and/or control that the Dean/supervisor requests. The Dean/supervisor will issue a written decision within six days following the conclusion of the conference, which will include findings, and conclusions. The grievance must contain a statement of the grievance, the facts upon which it is based, the North Central Missouri College policy allegedly violated, and the remedy being sought by the aggrieved employee. If the grievance relates to the Dean/supervisor, the first step will be presented to the next higher level supervisor.

5.14.4.4. If the grievance is not resolved the grievant may file a written request for review with the President of the College on a form prescribed in the Appendix. The request will be filed with the office of the President within five working days of the receipt of the above decision. The President or her/his designee will investigate the grievance in such a manner as the President deems appropriate, and will hold a closed meeting with the grievant and his/her representative in order to discuss the merits of the grievance and/or proposals for settlement. If no settlement is reached the President will proceed to issue a decision that will include findings and conclusions and which unless otherwise agreed, will be issued no later than 10 working days after the receipt of the request for review. The decision of the President will be final in all grievances involving support staff or non-exempt employees.

5.14.4.5. If the grievance has not been resolved at Step 2, the grievant may seek a review of the President's decision by the Board. Such requests will be filed with the office of the President for transmittal to the Board on the forms prescribed in the Appendix, within five working days following receipt of the Step 2 decision. The Board will meet with the individual and discuss the grievance within ten working days following the receipt of the grievance by the Board. At this meeting, the Board will decide either to uphold the decision of the President or to make a final decision no later than 28 days following receipt of the request for review.

5.14.4.6. The decision of the Board will be the final agency decision in all grievances. If the employee is not satisfied with the outcome of the Board's decision, the grievance may be brought before the applicable statutorily authorized review body: the Board

of Personnel Appeals, the Merit System Council, the Human Rights Commission, or any appropriate federal enforcement agency, while those grievances not allowed redress with the aforementioned may be pursued at district court level.

5.14.5. Exceptions to Time Limit

5.14.5.1. The time limits provided in this section will be strictly observed unless extended by written agreement of the parties. When any action which is required to be taken within a specified time period is not taken in time, the following will apply:

5.14.5.1.1. If the grievant fails to act within the time limits provided herein, the Administration will have no obligation to process the grievance and it will be deemed withdrawn.

5.14.5.1.2. If the Administration fails to act in time, the grievant may proceed to the next review level and any subsequently issued decision on the matter at the bypassed level will be void.

5.14.5.2. Any claim or grievance arising may be processed through this grievance procedure until resolution.

5.14.6. No Reprisals – No reprisals of any kind will be taken by the Board or Administration against any person because of participation in this grievance procedure.

5.15. **Benefits**

5.15.1. Insurance Benefits *updated July 26, 2011*

5.15.1.1. Health Insurance: College employees are covered by the health insurance plan adopted by the Board of Trustees. The College will pay the full cost of each eligible employee's coverage. The plan includes Term Life and Accidental Death and Dismemberment insurance coverage at one times the employee's annual salary up to $50,000. The insurance renewal date is July 1 with open enrollment 30 days prior.

5.15.1.1.1. Eligibility: All full-time employees working 37.5 hours or more per week. *changed 6/30/09*

5.15.1.1.2. Effective Date: If an individual is employed on the first day of the month, health insurance is effective immediately. Otherwise, health insurance is effective the first day of the month following the date of employment. All college-paid insurance will end the last day of the month in which employment terminates.

5.15.1.1.3. Retired Employees: Upon taking retirement from the Missouri Public School Retirement System or the Missouri Non-teacher Public School Retirement System, retired College employees may continue to participate in the health insurance plan. Retirees must pay the monthly premiums to the insurance provider for the full cost of the insurance. *revised 7/25/06*

5.15.1.2. Disability Program: This program covers employees who participate in the Public School Retirement System of Missouri or the Non-teacher Public School Retirement System of Missouri. Booklets detailing the programs are available from the

Personnel Office. It is important to note that both systems require five years of service for any disability benefit.

5.15.2. Retirement Programs

5.15.2.1. Employee Participation: In accordance with RSMo. Chapter 169, permanent College employees working 20 or more hours per week must participate in one of two state retirement systems. Additionally, any part-time employees who, because of employment elsewhere, already participate in one of the systems, must participate in the same system for College employment purposes.

5.15.2.1.1. The Public School Retirement System of Missouri covers certified teachers and other management employees who are "certified" by the College's President. These employees are exempt from Social Security Tax. Any of these employees who have been employed by the College since prior to April 1, 1986, are exempt from Medicare Tax.

5.15.2.1.2. The Non-Teacher School Employee Retirement System of Missouri covers all non-certified eligible employees. These employees continue their participation in the Social Security and Medicare programs.

5.15.2.2. Contributions: The College matches employee contributions to the systems.

5.15.2.3. Program Benefits: Retirement and other benefits under the systems are outlined in booklets that are available from the Personnel Office; also, inquiries can be made directly to either system at P. O. Box 268, Jefferson City, MO 65102.

5.15.3. Payroll Deductions/Tax Sheltered Annuities

5.15.3.1. Payroll Deductions: Upon proper authorization of the employee, the College will administer payroll deductions. Some examples of allowable deductions are saving bonds, personal retirement/investment programs, and community center memberships.

5.15.3.2. Tax Sheltered Annuities: Employees may enter into contracts for tax sheltered annuities and have the payments into the annuity made by payroll reduction. Upon written request to the Business Office, the College will reduce the employee's salary up to legal limits, with the reduction amount being placed in a qualifying 403(b) annuities or an individual Retirement Account (IRA).

5.15.4. Workers' Compensation: All College employees are eligible for Workers' Compensation as provided under RSMo. 287.010. This benefit applies to work related bodily injury through accident or disease.

5.15.5. Unemployment Compensation: All College employees (except student employees) are eligible for unemployment compensation as provided under RSMo. 288.290.

5.15.6. Leaves see also BUILDINGS AND GROUNDS, 7.6 Pandemic Policy

5.15.6.1. Leaves of Absence

5.15.6.1.1. Leaves of absence from North Central Missouri College may be granted for reasons such as health, study, professional travel, service in public office, military service, or service in the Peace Corps or similar organizations.

5.15.6.1.2. Requests for leaves of absence must be recommended by the appropriate dean and approved by the President and the Board of Trustees.

5.15.6.1.3. Additional information and regulations for leaves of absence are specified in the Faculty Policy Manual and Staff Policy Manual.

5.15.6.2. Vacation Leave

5.15.6.2.1. Full-time employees (excluding faculty members) earn vacation leave from the first day of employment. Vacation leave is credited at the end of each pay period. *revised 7/25/06*

5.15.6.2.2. Employees do not accrue vacation leave while in a leave-without-pay status.

5.15.6.2.3. Employees accrue vacation leave according to their appropriate schedule. However, the Board of Trustees may, at their discretion, allow for additional vacation leave credits depending upon individual circumstances. Full time non-faculty employees earn 20 working day credits per year; however, non-faculty staff who had accumulated an excess of 20 working day credits per year prior to the adoption of this policy (summer 2000) will retain their current rate. Non-faculty staff who have been employed continuously full-time at NCMC for 25 years will earn 25 work day credits per year. *Updated 2/28/2023*

5.15.6.2.4. An employee can accumulate vacation days up to a maximum that is twice the number of days earned annually.

5.15.6.2.5. Cash Payment for Unused Vacation: An employee who leaves the institution in good standing is entitled to cash compensation for unused vacation leave, provided the employee has worked the qualifying period. The cash payment will be calculated and paid the following pay period. Unused earned vacation will be paid at the employee's regular rate of pay up to a maximum of 20 days. Employees who had accumulated more than 20 days unused earned vacation as of June 30, 1991, will be paid for the total days accumulated (and not subsequently used) as of that date.

5.15.6.2.6. Paid Holidays occurring while an employee is on paid vacation will not be charged as vacation.

5.15.6.2.7. Vacation leave must be approved by the employee's supervisor; however, the employer will respect employees' rights with regard to vacation leave.

5.15.6.2.8. Vacation charges will be recorded in 1/2 day increments for exempt staff and in hourly increments for non-exempt staff. *revised 11/22/16*

5.15.6.3. Holiday Leave

5.15.6.3.1. All full-time employees will receive regular pay for College observed holidays. *revised 7/25/06* An exempt employee required to work on a holiday is given a day off before or after the holiday. A non-exempt employee required to work on a holiday is compensated at the rate of time-and-a-half in addition to regular holiday pay for all time worked on any holiday.

5.15.6.3.2. In order to be eligible for holiday pay, the employee will have worked the last day of his/her schedule before and the first day of his/her schedule following

the holiday. (Vacation and or personal leave can be used to meet this requirement.) If an employee fails to work either of the above days without permission of his/her supervisor, the employee will forfeit the holiday pay. This does not apply to seasonal layoffs or leave without pay.

5.15.6.3.3. Employees on leaves without pay will not be entitled to holiday pay except that employees in a non-working status due to Winter Break vacation will be entitled to holiday pay for Christmas and New Year's Day. Any employee in a non-working status or terminated five calendar days or less prior to Winter Break vacation or New Year's Day will receive pay for that holiday.

5.15.6.3.4. College Holidays include *(revised 1/25/2022)*: Martin Luther King Day - third Monday in January, President's Day - third Monday in February, Spring break - Friday before Easter, The Friday of NCMC's spring break week, Memorial Day - last Monday in May, Juneteenth-June 19, Independence Day - July 4, Labor Day - first Monday in September, Fall Break Day, Thanksgiving Day - fourth Thursday in November with the Wednesday before and the Friday after *(12/23/14)*, and Winter Break vacation – December 24 through January 1. If January 1, June 19, or July 4 falls on a non-working day, an appropriate working day will be substituted as a College holiday.

5.15.6.4. Religious Holidays: The College will attempt to make reasonable accommodations for individuals who wish to take other than the normally authorized holidays. It will be necessary for any employee wishing to take other than normally authorized holidays to take them from his/her vacation leave or personal leave. Alternatively, the employee may request an exchange for one of the above listed holidays or take leave without pay.

5.15.6.5. Sabbatical Leaves: Full-time faculty and full-time Administrative/Management/ Professional staff members are eligible for sabbatical leave after completing six years of full-time employment at the College. (Regulations for faculty sabbatical leaves are specified in the Faculty Policy Manual.) Regulations for Administrative/ Management/Professional staff include:

5.15.6.5.1. A person taking sabbatical leave will not be eligible for another such leave for six years unless by formal written agreement the first leave was less than a stated full sabbatical.

5.15.6.5.2. No more than five percent of the eligible staff or one full-time equivalent, whichever is greater, will be granted sabbatical leaves during one year. The number of sabbatical leaves also will be limited by the availability of funds.

5.15.6.5.3. Individuals offered sabbatical leave may opt to take 12 months at half pay or up to six months at full pay.

5.15.6.5.4. The candidate for leave will submit a proposal to his/her supervisor outlining the purpose for and activities to be completed during the leave. The supervisor will make recommendations to the appropriate administrator with the President making the final recommendation to the Board of Trustees.

5.15.6.5.5. An individual taking sabbatical leave must agree in writing to return to his/her position for 12 months or repay the College the total amount received while on leave. In turn, the College agrees to return the person to his/her position or an equivalent one following the sabbatical. The person also agrees to provide a written report of his/her activities to the Board of Trustees upon completion of the leave.

5.15.6.6. Sick Leave

5.15.6.6.1. Sick leave is the necessary absence from duty caused by illness, injury, pregnancy, or essential parenting responsibilities, exposure to contagious disease that requires quarantine, or the necessary absence from duty to receive a medical or dental examination or treatment. Sick leave must be used in no less than ½ day increments for exempt staff and in hourly increments for non-exempt staff and may be used until all sick leave credits are exhausted. Under the Family and Medical Leave Act of 1993 an employee may use up to 12 weeks of sick leave (and/or vacation leave) to care for the employee's child after birth or placement for adoption or foster care or to care for the employee's spouse, child, or parent who has a serious health condition. *revised 11/22/16*

5.15.6.6.2. New employees will have five of his/her allocated sick days for use beginning with the first day of employment. Sick leave credits will be earned at the rate of one day per month of active employment without restriction as to the number of working days that may be accumulated.

5.15.6.6.3. An employee may not accrue sick leave credits during a continuous leave of absence without pay which exceeds 15 calendar days, except while serving on jury duty, when subpoenaed as a witness, while in the National Guard, or on active military duty.

5.15.6.6.4. An employee who has worked at least two years for the College and separates his/her employment is entitled to a lump sum payment equal to ¼ of the pay attributed to the employee's accumulated sick leave up to a maximum of 80 days (20 paid days). Payment for accumulated sick leave will be computed on the basis of the employee's salary or wage at the time of termination. For sick leave earned PRIOR to July 1, 1987, the College will pay the employee $10 for each unused day. Sick leave taken will be subtracted from leave earned after July 1, 1987, unless no such leave is available; then leave earned before July 1, 1987 may be used.

5.15.6.6.5. An employee who receives a lump sum payment for sick leave at separation and who is again employed by the College shall not be credited with any sick leave for which the employee has been paid.

5.15.6.6.6. Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments to which the employee would otherwise be entitled upon termination. A physician's certificate or other evidence to substantiate a sick leave charge may be required if a question of abuse exists.

5.15.6.6.7. For sick leave extending beyond three days, the College reserves the right to require a physician's statement regarding the employee's illness or injury, and verification that the employee is physically able to return to work.

5.15.6.6.8. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

5.15.6.6.9. Because an employee's pay continues while on sick leave, no employee is entitled to be paid both sick leave and worker's compensation payments. An employee injured on the job has the option of taking either sick leave or worker's compensation payments. If the sick leave runs out, the employee may receive worker's compensation payments.

5.15.6.6.10. Advancing sick leave credits after an employee's earned sick leave credits have been expended is prohibited.

5.15.6.6.11. Employees may donate up to 10 days per year to an emergency leave pool, providing that they maintain a minimum balance of 20 days. A maximum of 30 days per fiscal year may be used by any one employee, not to exceed 60 days in a five-year period. The donated credits are for use in the event that the recipient has used all of his/her own sick leave and vacation leave days. Sick leave pool credits may be used for the illness or injury of the employee, their spouse, children, or other dependents as defined in *Emergency Leave*. Sick leave donations will be made in no less than ½ day increments.

5.15.6.6.12. If an employee has exhausted all his/her sick and vacation leave, the employee may apply for emergency sick leave pool donations. Applications are made through the Personnel Office. Donations are subject to limitations set forth in section 5.12.6.6.11. Supervisor's approval of leave and physician's certification of condition may be required.

5.15.6.7. Flex Leave Day: Each full-time employee may use one of his/her earned leave days each fiscal year as a Flex Leave Day. Flex Leave Days are used as per the guidelines for personal leave days and may be requested only after personal leave days for that fiscal year have been used. *added 8/24/14*

5.15.6.8. Emergency Leave

5.15.6.8.1. Emergency leave is defined as a necessary absence due to acute or critical illness or injury to an employee or member of their immediate family. Chronic illnesses do not apply to this policy and are covered under FMLA. *updated 9/25/09*

5.15.6.8.2. Emergency leave will be charged against an employee's sick leave credits.

5.15.6.8.3. The employee's immediate family includes parents, spouse, children, siblings, grandparents, current mother-in-law or current father-in-law, or members of the immediate household.

5.15.6.9. Personal Leave: All full-time employees are entitled to two days of paid personal leave each fiscal year. Personal leave requests will not be denied, but may be delayed or rescheduled if adequate provisions cannot be made for filling vacancies

created on a particular day by employee absences or any other factors. The request for personal leave days will normally be made through usual channels of communication at least 24 hours in advance of the time to be used. Unused personal leave is not compensable and cannot be carried from one fiscal year to the next.

5.15.6.10. Bereavement Leave: Full-time employees are permitted a paid bereavement leave up to five working days for the death of an employee's spouse, child, sibling, parent, step-parent, grandparent or grandchild; a spouse's child, sibling parent, step-parent, grandparent or grandchild; or a member of the employee's household. *revised 11/26/2025*

5.15.6.11. Jury Duty or Subpoena: An employee summoned as a juror or subpoenaed as a witness may elect to take vacation/personal leave and retain all fees and allowances payable as a result of this service. Or the employee can choose not to take leave and forward such fees and allowances to the Business Office to be applied against wages due for the period of service.

5.15.6.12. Military Training Leave: Any employee who is a member of the organized militia of Missouri or who is a member of the organized or unorganized reserve corps or military forces of the United States will be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia of the military forces of the United States. Said employee will be entitled to leave of absence from the respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits, to which otherwise entitled, for all periods of military services during which they are engaged in the performance of duty or training in the service of Missouri at the call of the governor and as ordered by the adjutant general. RSMo. 105.270

5.15.6.13. Public Service Leave: Any employee elected or appointed to public office will be entitled to a leave of absence without pay not to exceed 180 days per year, while such employee is performing public service. Any employee granted such leave will return to work within ten days following the completion of the service for which the leave was granted.

5.15.6.14. Maternity/Paternity Leave: No employee may be terminated because of pregnancy or other parenting responsibilities. Under the Family and Medical Leave Act of 1993 an employee may use up to 12 weeks of sick leave (and/or vacation leave) to care for the employee's child after birth or placement for adoption or foster care or to care for the employee's spouse, child, or parent who has a serious health condition. In addition to sick leave and vacation, a reasonable leave of absence without pay will be granted to any employee not able to perform employment duties due to pregnancy, postpregnancy complications, or other essential parenting responsibilities. The period of leave of absence will be agreed upon by the College and the employee, but the maximum leave of absence will not exceed six months

unless extended at the discretion of the employer, the total not to exceed one calendar year. Prior to the granting of the maternity/paternity leave, the College may require a certification of the need therefore. The employee must notify the College 15 days before returning to work and upon return will be employed at the same or a similar position held prior to maternity/paternity leave.

5.15.6.15. Parental Leave: *entire section added June 2018* North Central Missouri College will provide up to 4 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave.

5.15.6.15.1. Eligible employees must meet the following criteria: Have been employed with the college for at least 12 months, have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin, and be a full-time, regular employee. In addition, employees must meet one of the following criteria: have given birth to a child, be a spouse or committed partner of a woman who has given birth to a child, or have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a child by a new spouse is excluded from this policy.

5.15.6.15.2. Amount, Time Frame and Duration of Paid Parental Leave

5.15.6.15.2.1. Eligible employees will receive a maximum of four weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the four-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 4 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

5.15.6.15.2.2. Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay.

5.15.6.15.2.3. Approved paid parental leave may be taken at any time during the six-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this six-month time frame.

5.15.6.15.2.4. Unless approved by their supervisor, employees must take paid parental leave in one continuous period of leave. Employees must use all paid parental leave during the six-month time frame indicated above. Any

unused paid parental leave will be forfeited at the end of the six-month time frame.

5.15.6.15.2.5. Upon termination of the individual's employment at the college, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

5.15.6.15.3. Coordination with Other Policies

5.15.6.15.3.1. Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period.

5.15.6.15.3.2. After the paid parental leave is exhausted, the balance of FMLA leave will be compensated through employees' accrued sick, vacation and personal time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave.

5.15.6.15.3.3. The College will maintain all benefits for employees during the paid parental leave period just as if they were taking any other college paid leave such as paid vacation leave or paid sick leave.

5.15.6.15.3.4. If a college holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

5.15.6.15.3.5. If the employee is on paid parental leave when the College offers administrative leave that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.

5.15.6.15.3.6. An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

5.15.6.15.4. Requests for Paid Parental Leave

5.15.6.15.4.1. The employee will provide his or her supervisor and the Business Office with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation as required by the Business Office to substantiate the request.

5.15.6.15.4.2. As is the case with all college policies, the institution has the exclusive right to interpret this policy.

5.15.6.15.5. Pregnant Workers Fairness Act (PWFA): North Central Missouri College is committed to providing a supportive work environment for employees affected by pregnancy, childbirth, or related medical conditions. In accordance with the PWFA, we will provide reasonable accommodations to qualified employees and applicants unless doing so would cause undue hardship. Employees wishing to request an accommodation should make the request through their supervisor and HR to complete an accommodations request form.

5.15.6.15.6. PUMP for Nursing Mothers Act: North Central Missouri College is committed to supporting nursing employees by providing reasonable break time and a private, non-bathroom space to express breast milk, in accordance with the PUMP Act. Adequate time provided to an employee to express breast milk as needed, for up to one year after the child's birth and a location, other than a bathroom, that is shielded from view and free from intrusion by coworkers and the public. Employees are entitled to reasonable break time each time they need to express breast milk, and the frequency and duration of breaks may vary based on the employee's needs.

5.15.6.16. Educational Leave: Any full-time employee may, upon request and approval of the supervisor, Human Resource Director and the President, be granted leave without pay or leave with pay if the employee arranges with the supervisor to make up the time absent from work for any number of hours per day or number of days per week for the purpose of taking any number of accredited courses. *revised 7/25/06*

5.15.6.17. Volunteer Leave: *entire section added June 2018* North Central Missouri College will provide all regular, full-time employees up to one day of paid time off from regularly scheduled work hours each fiscal year (July 1 - June 30) to support volunteer activities that enhance and serve the communities in which we live and work. NCMC encourages all eligible employees to use their Volunteer Leave to make a positive difference in their community and throughout the NCMC service region by supporting charitable efforts.

5.15.6.17.1. To be eligible for volunteer leave, the employee must have been employed with the college for at least **6 months** and be a full-time, regular employee in good standing.

5.15.6.17.2. Volunteer Leave Usage

5.15.6.17.2.1. Eligible employees will receive a maximum of one day of paid Volunteer Leave per fiscal year (July 1 – June 30).

5.15.6.17.2.2. Volunteer leave is compensated at 100 percent of the employee's regular, straight-time weekly pay.

5.15.6.17.2.3. Volunteer leave may be used only in one-half or full day increments during regular scheduled work hours.

5.15.6.17.2.4. Volunteer leave is refreshed at the beginning of each fiscal year and cannot be accrued or carried over into subsequent years.

5.15.6.17.2.5. Upon termination of the individual's employment at the College, he or she will not be paid for any unused paid volunteer leave for which he or she was eligible.

5.15.6.17.2.6. Employees must obtain verification of volunteer activities while using paid volunteer leave and provide to his/her supervisor.

5.15.6.17.2.7. Any abuse of this policy may result in permanent forfeiture of future use of volunteer leave.

5.15.6.17.3. Requests for Volunteer Leave

5.15.6.17.3.1. Employees must complete the Volunteer Leave Request form and submit the request to his/her supervisor at least one week before the requested time off. Approval of the request is at the discretion of the supervisor, based on the business and operational needs of the department.

5.15.6.17.3.2. If the supervisor determines that the requested time will conflict with business needs, they are encouraged to work with the employee to find a time that works for both the department and the employee.

5.15.6.17.3.3. Requests for volunteer leave will only be approved for qualifying charitable activities, programs, and organizations. Volunteer leave may not be used for organizations that discriminate based on race, color, age, gender, religious creed, veteran status, marital status, sexual orientation, pregnancy, childbirth, national origin or ancestry, physical or mental disability, medical condition or genetic information, or political affiliation.

5.15.6.17.3.4. For the purposes of this policy, a qualifying organization is defined as a non-profit, 501(c)(3) status organization; K-12 school; or government organization. Although religious organizations may be 501(c)(3) agencies, this leave does not apply to activities designed to promote religious beliefs.

5.15.6.17.3.5. For the purposes of this policy, qualifying activity is defined as volunteer work at a qualifying organization that serves to address a need in the community and for which employees do not receive compensation for volunteer work. Qualifying activities must not include political activity while on duty or within any period of time during which an employee is expected to perform services for which he receives compensation. Volunteer leave may be used for voter engagement activities that are non-partisan and position neutral, such as elections assistant or voter engagement canvasser, but cannot be used for campaigning for candidates or other partisan activities. Qualifying activities must not lead, direct, or encourage any religious or antireligious activity in violation of the portion of the First Amendment of the Constitution of the United States prohibiting laws respecting an establishment of religion. This leave may not be used for any activity that would violate Missouri State

statutes. Employees or supervisors who have questions regarding what constitutes acceptable qualifying activities should consult the Business Office.

5.15.6.17.4. Coordination with Other Policies

5.15.6.17.4.1. Volunteer leave may include the time required to travel to the volunteer site.

5.15.6.17.4.2. As with any activities that occur outside of college employment while an employee is using paid time off, North Central Missouri College is not liable for injuries incurred during volunteer leave.

5.15.6.17.4.3. As is the case with all college policies, the institution has the exclusive right to interpret this policy.

5.15.6.18. Leave without Pay

5.15.6.18.1. An employee desiring leave of absence without pay must obtain approval from his/her supervisor, appropriate Dean, and President. The maximum leave of absence will not exceed six months unless extended at the discretion of the College with a total not to exceed one calendar year. As a general policy, vacation leave, sick leave and personal leave must have been exhausted before leave without pay can be taken.

5.15.6.18.2. When on leave without pay, an employee retains none of the benefits or burdens of employment except a right to return to employment. If the leave extends 15 days, neither vacation nor sick leave credits accrue and the employer's contribution to medical insurance is discontinued. However, an employee may remain in group medical insurance by personally paying the amount of the employer's contribution. No holiday pay is paid for holidays that fall during leave without pay, nor is a person a College employee during such leave for purposes of College insurance coverage or use of College property or facilities including College vehicles.

5.15.7. Opportunities for Training and Advancement *revised 4/24/12*

5.15.7.1. General Guidelines: Career development opportunities shall be made available to all full-time employees who want to improve their service to NCMC and/or to upgrade personal or academic skills. Full-time employees may enroll in college courses, participate in on-site development and training programs, and attend relevant conferences, seminars and workshops. The conferences, seminars and workshops selected for the employees should relate directly to their current job responsibilities or to future job responsibilities as determined by their supervisor. College courses need not be specifically work-related, as long as attendance does not adversely affect the employee's performance. For the purpose of clarity, "work-related development" is defined as any class, seminar, workshop, or training program that the employee's supervisor deems applicable to a skill specific to an employee's job description.

5.15.7.1.1. Not-work-related-classes taken during the regular working day: a) must be approved by the supervisor, appropriate Dean and President; b) no release time with pay granted; c) employee may request vacation time, compensatory time, or personal days with approval by the supervisor and appropriate dean; and d) the cost of any books, supplies, lab and other course-related fees will be paid by the employee.

5.15.7.1.2. Work-related (as defined) classes taken during the regular working day: a) must be approved by supervisor, appropriate Dean and President; b) not required to make up the time; c) may be initiated by employer or supervisor.

5.15.7.2. NCMC Tuition Waivers *revised 7/31/17, 4/24/18, 3/28/2023* Full-time employees may enroll in credit courses at NCMC with a waiver of tuition, student development fee, facility fee, technology fee, and health fee. The cost of books, supplies, laboratory fees, and program-specific fees are the responsibility of the employee. The waiver excludes tuition for noncredit courses (e.g., lectures, community service courses, and continuing education courses), audited courses, and repeated courses. If a supervisor requests that a full-time or part-time employee take an audited course in relation to the individual's employment responsibilities, all tuition/fees for the course will be waived and instructional materials and supplies will be provided by the College. These materials and supplies are to be returned to the respective departments at the end of the course. In order to be eligible for a tuition waiver, employees must complete the Free Application for Federal Student Aid (FAFSA) for the corresponding academic year and meet the definition of Title IV financial aid eligibility, with the exception of dual credit and non-degree seeking students. The FAFSA and verification of FAFSA, if selected for verification, must be submitted to NCMC and finalized prior to the end of the term in which the waiver is to be applied. Waivers may not be applied to prior terms retroactively. Federal and state grants, including the Missouri A+ scholarship, and any tuition specific financial aid will be applied toward costs prior to the award of a tuition waiver. Employees, spouses/domestic partners, or dependents who are eligible for this waiver and meeting criteria for the Missouri A+ scholarship, Pell Grant or other financial aid that covers tuition and general fees may receive a voucher for college textbooks, course fees, program-specific fees, and laboratory fees in the fall and spring semesters for up to $500 and in the summer semester for up to $250. Upon initial employment, waivers may not be applied to in-progress terms or applied retroactively. Should the employee cease to be employed at the College, whether through resignation or termination during the course of a semester in which the employee is enrolled at NCMC, in accordance with this policy, the employee will be allowed to complete the semester but will not be allowed to use the tuition/fee waiver for future enrollment.

5.15.7.2.1. The waiver may also be utilized by spouses/domestic partners and dependents of full-time NCMC employees. For the purpose of tuition waivers only, dependents are those individuals defined as an unmarried child under the

age of 24, and/or a disabled child over the age of 24. Employees seeking a waiver for a spouse/domestic partner and/or dependent must submit a Dependent Eligibility Verification (DEV) form along with the waiver. Spouses/domestic partners and/or dependents must meet the same guidelines and are subject to the same restrictions listed in 5.15.7.2. Dependents who will be enrolled in high school while taking college courses are exempt from completing the FAFSA. Individuals must be eligible to receive a waiver in the semester in which they use the waiver.

5.15.7.2.2. For individuals who have retired from North Central Missouri College with at least five years of service but are not yet 65 years of age, tuition will be waived for the retired employee but not for their dependents.

5.15.7.2.3. Tuition waiver forms and DEV forms are available from the Financial Aid Office. Waiver forms must be signed by the NCMC Human Resources Department and the College President. Waiver forms must be submitted to NCMC's Financial Aid Office by the final payment deadline of the term for which the waiver is requested.

5.15.7.3. Tuition Reimbursements for Colleges other than NCMC: NCMC will reimburse tuition paid by NCMC employees (faculty, staff or administrators) up to $70 per credit hour for courses taken at colleges other than NCMC. The total reimbursement expenditure for all employees shall not exceed the fiscal year budget for tuition allowances, and reimbursements shall be made during the last month of the fiscal year.

5.15.7.3.1. Any course(s) taken under this plan must be relevant to the employee's current position at NCMC and approved by the appropriate administrator and the President prior to enrollment, with the employee being reimbursed upon successful completion of the course(s). Tuition reimbursements are not guaranteed and are subject to budget restrictions.

5.15.7.3.2. Employees accepting such reimbursements will agree in writing to remain in the employ of NCMC for two years after completion of the course(s) for which reimbursements are made. Those who leave NCMC less than one year after completion of the course(s), unless they are terminated or laid off by NCMC, will repay the College 100% of the reimbursed amounts. Those who leave NCMC after one year but less than two years after completion of the course(s), unless they are terminated or laid off by NCMC, will repay the College 50% of the reimbursed amounts.

5.15.8. Emeritus Status

5.15.8.1. Definition: Professional staff who have completed 20 years or more of full-time service at NCMC may be awarded emeritus title and status at the time of retirement.

5.15.8.2. Eligibility

5.15.8.2.1. Instructional staff who have completed 20 years or more of full-time service at NCMC may be awarded emeritus title and status at the time of retirement.

The emeritus designation will be "professor" in the individual's subject matter field

5.15.8.2.2. Professional staff personnel holding an instructional/administrative /supervisory position at NCMC for 20 years or more will be eligible for emeritus status which reflects the highest instructional/administrative/ supervisory position attained provided that position has been held for at least five years.

5.15.8.2.3. Emeritus title may be awarded to individuals who served on the Board of Trustees for 20 years or more upon the completion of their last term.

5.15.8.3. Procedures for Requesting the Emeritus Title

5.15.8.3.1. The professional staff member's appropriate dean, or the President of the College, or the Faculty Senate, or the professional staff member may request application for emeritus status at the time the individual files for retirement.

5.15.8.3.2. Upon recommendation of the supervising administrator, or the Faculty Senate, or the College President, the request will be submitted to the NCMC Board of Trustees for final action.

5.15.8.4. Emeritus Staff Benefits at NCMC

5.15.8.4.1. Members awarded the designation of emeritus will be listed in the college catalog.

5.15.8.4.2. A work space will be provided in the library or other designated building for the emeritus staff members to do work of an educational nature.

5.15.8.4.3. Clerical service may be provided for scholarly activities provided priorities of regular duties assigned clerical personnel are completed.

5.15.8.4.4. A life-time activities pass for activities sponsored by the College will be awarded to the emeritus member (including benefit for spouse).

5.15.8.4.5. Tuition waivers will be granted to the emeritus member/spouse the same as for full-time faculty: a tuition waiver recipient may not be counted to determine that a class has the minimum enrollment, and special fees must be paid.

5.15.8.4.6. Special use of labs/workshops may be granted to the emeritus member subject to the recommendation of affected instructional staff, appropriate dean, and approved by the College president. Special use will not be permitted if it interferes with regular scheduled classes or activities.

5.15.8.4.7. Professional Meetings: Subject to approval of the Division Chairperson, Dean of Instruction, and the President of the College, an emeritus member may represent a department, division, or the College at professional meetings. Financial support will be provided according to Board policy.

5.15.9. KCC Memberships *added 11/21/11*

5.15.9.1. Employees: Full-time NCMC, Head Start, and WIB employees are Ketcham Community Center members. Benefits include the use of the gym, fitness equipment and the Harry Sugg tennis courts as well as free/reduced rates for fitness classes and free admission to NCMC basketball games. Admission to special tournament/playoff basketball games is not included.

5.15.9.2. Employees' Dependents: Immediate family members (living in the home) of full-time NCMC, Head Start, and WIB employees will be eligible for the same benefits at a reduced rate. *revised 9/23/14*

5.16. **Policies Specific to Faculty***:* Policies in this section are specific to faculty members. The Faculty Senate Constitution/By-Laws are incorporated herein as well.

5.16.1. Definitions

5.16.1.1. For the purposes of this section, "Board" shall mean the Board of Trustees of North Central Missouri College.

5.16.1.2. For the purposes of this section, "College" shall mean the institution, North Central Missouri College.

5.16.1.3. For the purposes of this section, "Administration" shall mean the President and other appointed administrative officers of North Central Missouri College who are not faculty members.

5.16.1.4. For the purposes of this policy manual, "President" shall mean the permanent or acting President or permanent or acting Chief Executive (Administrative) Officer of North Central Missouri College or his/her designee.

5.16.1.5. For the purposes of this section, Dean shall mean the Dean of Instruction and/or Dean of Extended Campus. Vice President will mean the Vice President for Academic Affairs. Associate Vice President will mean Associate Vice President for Student Affairs/Dean of Students and/or Associate Vice President for Business and Finance.

5.16.1.6. For the purposes of this section, "Instructor" shall mean members of the faculty who are on faculty contracts.

5.16.1.7. For the purposes of this section, "Employer" shall mean the Board of Trustees of North Central Missouri College.

5.16.1.8. For the purposes of this section, "Discharge" shall mean an action taken by the Board which terminates an employment relationship.

5.16.1.9. For the purposes of this section, "non-renewal" shall mean an act by the Board not to issue a contract for the ensuing school year to a probationary employee. A non-renewal does not constitute discharge.

5.16.2. Rights of Faculty Members

5.16.2.1. Personal Life: The personal life of any faculty member is not an appropriate concern of the Board except in cases where the actions or conduct of the individual are contrary to the terms of this Policy Manual or where the faculty member's personal life interferes with the discharge of the faculty member's professional responsibilities.

5.16.2.2. Personnel Files: The faculty member has the right to examine his/her personnel file or employment information on request. The opportunity to rebut, comment on, and/or clarify an unfavorable item in the file shall be guaranteed to the faculty member. Such rebuttal, commentary, and/or clarification shall be attached to the relevant item in the file.

5.16.2.2.1. The official personnel file for faculty members will be retained in the Human Resources office. Individual files will contain a position description, letter of application, resume, credentials, mandatory evaluations, certifications, records of professional development, and copies of documents related to changes in a faculty member's position or conditions of employment. Other items may be placed in the file at the discretion of the individual faculty member to document his/her work.

5.16.2.2.2. The Human Resources Office shall maintain files containing required employment information.

5.16.2.3. Academic Freedom: All members of the faculty, whether tenured or not, are entitled to academic freedom as set forth in the 1940 Statement of Principles on Academic Freedom and Tenure, formulated by the Association of American Colleges and the American Association of University Professors.

5.16.3. Academic Responsibilities

5.16.3.1. General Responsibilities: The Board, the Administration, and faculty members agree that accepting and assuming a faculty position at North Central Missouri College includes the following responsibilities:

5.16.3.1.1. To maintain professional competence and keep personal knowledge current by continuous reading, research, etc.

5.16.3.1.2. To perform fully and faithfully the duties of a college faculty member: a) To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to and approved by the Vice President for Academic Affairs and/or Dean of Instruction. b) To be available on a regular basis to students for advising and counseling on matters regarding their classroom activities, through adherence to a schedule of regular office hours. Exceptions shall be reported to and approved by the Vice President for Academic Affairs. c) To be available on a regular basis to students who have been identified as his or her advisees on matters pertaining to the student's entire curriculum and program of study through adherence to a schedule of regular office hours, consisting of a minimum of ten (10) office hours scheduled per week. Of the ten (10) scheduled office hours, five (5) must be scheduled on campus with an additional five (5) office hours that may be scheduled in an online format. Additional hours as necessary, by appointment. Exceptions shall be reported to and approved by the Vice President for Academic Affairs. *Revised 4/26/2022* d) To teach each class according to the highest professional standards. e) To evaluate students and/or award academic credit based on their academic performance professionally judged. f) To present the subject matter in the courses as announced to the students and to teach within the guidelines of the course syllabus. g) To improve, update, enrich, and revise courses periodically to keep them current.

5.16.3.1.3. To accept the responsibility to assist in the proper administration of College affairs. It is therefore to be expected that he/she will serve on committees, will attend commencement, and should render public service and engage in professional activities.

5.16.3.1.4. Faculty members will record class attendance; records will be made available to individuals upon approval by the President of the College with advance notification to faculty involved. Academic penalties for absences are at the instructor's discretion.

5.16.3.2. Contract Year Obligations: The obligation of the faculty members on an academic year contract shall start with the beginning day of faculty organization activities, normally two working days preceding the beginning of classes. The obligation shall extend through the last day of fall semester finals, commence again no sooner than the two normal working days immediately preceding spring semester classes and end with commencement. North Central Missouri College has priority on the working time of a full-time faculty member. Faculty members have an obligation to perform assigned academic duties as well as fulfill the responsibilities enumerated elsewhere in this manual. Every day of the term of a faculty member's contract is a regular day of employment except those days for which there is legislative or employer authorization to be absent from employment (e.g. state holidays, plus the Friday after Thanksgiving, leave with or without pay, sabbatical, sick leave, bereavement, and weekends when not assigned or required for performance of the regular employment obligations).

5.16.3.3. Class and Course Assignment/Summer Session Assignment

5.16.3.3.1. Teaching assignments shall be based primarily on a consideration of the needs of students, and then on the continued necessity for revitalization and improvement of the instructional program, academic qualifications and expertise, and faculty preference. The teaching assignment of a faculty member should be made in her or his field of competence in a manner consistent with the traditions of higher education. Teaching assignments shall not be made arbitrarily, capriciously, or with the intent or effect of discriminating against any faculty member. Each faculty member shall be given the opportunity, before tentative class schedules have been prepared, to specify his or her preference as to his or her teaching schedule for the coming academic year. It shall be the responsibility of the Dean, after consultation with the faculty and the Vice President for Academic Affairs, to make course assignments recognizing these concerns.

5.16.3.3.2. Changes in a faculty member's class and course assignment may be made by the Vice President for Academic Affairs and/or Dean of Instruction. In making necessary changes, the Vice President shall consult the affected faculty member in the interest of arriving at the best solution for all concerned.

5.16.3.3.3. The Vice President or Dean may not make out of district class or course assignments without the consent of the instructor. The Administration will be fair and equitable in the assignment of night classes and classes offered in the outlying areas.

5.16.3.3.4. Release time may be granted to instructors for course development, committee work, etc., upon agreement between the Vice President for Academic Affairs and/or Dean of Instruction and the faculty member.

5.16.3.3.5. Full time faculty members shall have the first right to either accept or refuse summer and overload (including evening and weekend) employment in their respective areas of expertise. In case of two or more full time instructors qualified to teach in a division or department, preference will be based upon seniority.

5.16.3.3.6. During the summer, any faculty member employed will receive no less than the pay received by any part-time instructor with the same qualifications. During the regular academic year, a faculty member will receive overload pay at a rate no less than the pay received by any part-time instructor with the same qualifications during the same regular academic year.

5.16.3.3.7. It is recognized that the home base of the instructor is the Trenton campus, unless otherwise specified in his or her contract. Mileage to and from class locations other than the Trenton campus, or otherwise as specified in his or her contract, will be reimbursed at the standard mileage rate.

5.16.3.4. Workload

5.16.3.4.1. The Board, Administration, and Faculty recognize the varied range of academic and vocational/technical classes offered by North Central Missouri College and the need to have flexible class assignments that accommodate this range. The primary purpose of a workload policy is equity among faculty.

5.16.3.4.2. The normal teaching load at the College is 15 semester credit hours for the equivalent of a semester, and/or 30 semester hours for the equivalent of two semesters (one regular academic year).

5.16.3.4.3. Classes may be assigned during the evening session as part of the normal load. Faculty members will also serve on committees and assist with student advisement (directly or in support of the Advising Office) and student activities. Instructors who are assigned more than the normal teaching load will receive extra compensation, either financial or on a time basis (reduction in teaching assignment in a subsequent semester).

5.16.3.4.4. On-line courses may be counted as part of the normal load with permission from the Vice President for Academic Affairs and/or Dean of Instruction provided the course has an enrollment of no less than 9 students.

5.16.3.4.5. Teaching loads may be adjusted to take into account equivalent non-teaching assignments.

5.16.3.4.6. Full-time faculty members may teach up to 12 overload hours per semester of which no more than six hours may be face-to-face instruction. For the purposes of calculating overload, two pro-rated courses with a combined minimum total of 10 students, shall be the equivalent of one regular course. Courses by arrangement, internships, practicums, seminars, and non-credit courses shall not be considered when computing the 12 hours.

5.16.3.4.7. Additional overload hours above 27 credit hours per semester may be granted at the discretion of the Vice President for Academic Affairs or dean level administrator for the purpose of enrollment demand, faculty vacancies, or unforeseen instances. *section added 9/26/17*

5.16.3.4.8. The College shall maintain procedures for assuring that the instructional calendar includes sufficient minutes of instructional time for assignment of credit hours in compliance with definitions, guidelines, and policies concerning credits, program length, and tuition established by the Higher Learning Commission, the Missouri Coordinating Board of Higher Education, and the United States Department of Education. *section added 4/7/20*

5.16.4. Professional Contracts, Compensation

5.16.4.1. Individual Employment Contracts: Faculty employed in a position within the College will be given an individual contract.

5.16.4.2. Salary Schedule: The salaries of faculty members covered by this manual are set forth in the Appendix. Such salary schedule shall remain in effect during the designated periods.

5.16.4.3. Initial Placement: The Vice President for Academic Affairs shall determine the initial salary of a newly hired faculty member. Except for special circumstances wherein a candidate has additional qualifications above entrance minimums, salaries for newly appointed faculty will be placed on the salary schedule using the guidelines below. Exceptional circumstances include, but are not limited to, recognition of exceptional qualifications, varied competitive requirements in diverse subject fields, or competitive market demands in specialized teaching fields.

5.16.4.3.1. One vertical step increment will be awarded for each year of full-time college teaching experience up to a maximum of ten years; or

5.16.4.3.2. One vertical step increment will be awarded for each year of full-time non-college teaching experience up to a maximum of ten years; or

5.16.4.3.3. One vertical step increment will be awarded for each year of full-time work experience which directly relates to the incoming faculty member's teaching assignment up to a maximum of ten years.

5.16.4.3.4. Any combination of the above shall not exceed an award of ten years.

5.16.4.4. Retired Faculty Compensation Rates: If a faculty member who has retired from North Central Missouri College teaches part-time, his/her compensation rate will be determined by the number of years he/she served as a full-time NCMC faculty member. The following schedule will be used:

5.16.4.4.1. 1 through 9 years full-time is the same as regular part-time faculty compensation

5.16.4.4.2. 10 through 14 years full-time is 1.2 times the regular part-time faculty compensation

5.16.4.4.3. 15 through 19 years full-time is 1.4 times the regular part-time faculty compensation

5.16.4.4.4. 20 years or more full-time is 1.6 times the regular part-time faculty compensation

5.16.4.5. Recognition of Professional Service Activities: Faculty members may move down the salary schedule by completing professional service activities as outlined in the Faculty Salary Schedule, Professional Service Activities (See Appendix). Each faculty member is required to validate his/her annual downward movement on the salary schedule.

5.16.4.5.1. The Dean or Vice President will either certify or not certify the activity as being eligible for the appropriate number of Professional Service units. (see Appendix)

5.16.4.5.2. If approved, the Dean and/or the Vice President for Academic Affairs will make the notation in the faculty member's employment record.

5.16.4.5.3. In the event of denial by the Dean and/or the Vice President for Academic Affairs, the faculty member shall appeal to the Faculty Senate who will make a recommendation to the College President. The appeal process should be concluded within a reasonable amount of time.

5.16.4.5.4. Costs incurred in completing professional service activities may be borne by the faculty member, the College, or both.

5.16.4.6. Recognition of Professional Development Activities: Faculty members may move across the salary schedule by completing a degree in the area taught or an area of support.

5.16.4.6.1. A faculty member wishing to receive credit for completion of a degree shall submit documentation certifying completion of the degree to the Faculty Standards Committee prior to April 15.

5.16.4.6.2. After reviewing the submission, the Committee will forward it with a recommendation to the appropriate Dean or Vice President.

5.16.4.6.3. If approved, the Dean or Vice President will make the notation in the faculty member's employment record.

5.16.4.6.4. In the event of denial by the Dean or Vice President, the faculty member shall appeal to the Faculty Senate who will make a recommendation to the College President. The appeal process should be concluded within a reasonable amount of time.

5.16.4.6.5. Upon completion of an advanced degree an official transcript must be sent to the Vice President for Academic Affairs and/or the Dean of Instruction' office for inclusion in the faculty member's personnel file.

5.16.4.6.6. Costs incurred in completing professional development activities may be borne by the faculty member, the College, or both.

5.16.4.7. Annual Faculty Evaluation for Performance of Contractual Responsibilities: All faculty members will receive an annual evaluation based on their contractual requirements as well as on other employment responsibilities as listed on the Annual Faculty Evaluation for Performance form. All contractual requirements and 80% of the other employment responsibilities must be met in order for faculty to move downward on the Faculty Salary Schedule. See Appendix.

5.16.4.8. Pay Periods: Annual salaries are paid in twelve equal installments with the funds available on the last working day of each month. Should the faculty member's contract be terminated during the school term, the faculty member shall receive a total salary which shall be in proportion to the number of days taught compared to the number of days of obligation as listed in the College calendar. Overload classes will be paid out as follows: a) Fall , September – December; b) Spring, February – May; c) Spring Intersession, January; d) Summer Intersession, May or June; e) Summer, June or July.

5.16.5. Probationary and Tenure Designations

5.16.5.1. Probationary Status

5.16.5.1.1. Definitions: For the purposes of this section, the term "probationary" shall mean non-tenured status. For the purposes of this section, the term "appointment" shall mean the execution by the College and the member of an individual employment contract as provided for in this manual.

5.16.5.1.2. Renewal and Nonrenewal: Although probationary appointments are usually subject to renewal, the College shall be under no obligation to renew such appointments, if adequate notice is given. Regardless of the stated duration of an appointment, written notice that an appointment is not to be renewed will be given to the probationary faculty member in advance of the expiration of their appointment. This written notice will be given no later than March 1 if the appointment expires at the end of the year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.

5.16.5.2. Tenured Status

5.16.5.2.1. The holding of tenure is an assurance of continued service and is recognized and granted formally by the Board of Trustees of the College upon the recommendation of the College President. Tenure may be defined as a mutually acknowledged expectation of continuing employment that is terminable by the College for just cause (professional or moral inadequacy of the instructor), for financial exigency, or for curricular reasons.

5.16.5.2.2. Tenure is granted to those who have demonstrated their potential for long-term usefulness to the College. Each candidate for tenure must make a case that justifies the granting of tenure. Documentation that supports the request

for tenure includes, but is not limited to, the following: a) Demonstrated excellent teaching. This quality may be judged on the basis of such factors as effectiveness in involving students in creative scholarly work, quality of intellectual stimulation, effectiveness in communication and advising students, effectiveness and consistency in evaluation of students, assessment of courses, and soundness of instructional programs. b) Competence in scholarly discipline. This quality may be judged on the basis of such factors as degrees earned, active participation in professional organizations, professional recognition and honors, and continued professional development. c) Pre-tenure evaluation documentation as set forth in this manual. d) Participation in the college community. Contributions to instructional programs, student advising and contributions in student activities, and service on college committees may demonstrate this quality.

5.16.5.3. Eligibility for Tenure: Faculty members are eligible to apply for tenure after the successful completion of five consecutive academic years of full-time employment. The Vice President for Academic Affairs and/or Dean of Instruction will give each faculty member who will be eligible to apply for tenure in the following year written notice of such eligibility by April 15 of the faculty member's fourth year.

5.16.5.4. Application for Tenure: Upon receipt of such notice, the faculty member may submit a letter of application for tenure.

5.16.5.4.1. The letter of application and supporting documentation of his/her achievements and readiness for tenure, focusing on the criteria as outlined will be given to the Vice President for Academic Affairs and/or Dean of Instruction and mentor/Division Chair no later than September 15 of the fifth year of employment.

5.16.5.4.2. In the event an eligible faculty member does not submit an application for tenure, the faculty member will either receive notification of nonrenewal for a sixth academic year or the appropriate Vice President or Dean may extend the tenure process due to extenuating circumstances.

5.16.5.5. Duties of Mentor and/or Division Chair in the Tenure Process:

5.16.5.5.1. Advise and mentor the probationary faculty member.

5.16.5.5.2. Make annual recommendations regarding reappointment to the Vice President for Academic Affairs and/or Dean of Instruction.

5.16.5.5.3. Make recommendation regarding tenure to the Vice President for Academic Affairs and/or Dean of Instruction by December 1 of the faculty member's fifth pre-tenured year of employment.

5.16.5.6. Tenure Recommendation

5.16.5.6.1. Upon receipt of the mentor's and/or Division Chair's recommendation, the Vice President for Academic Affairs and/or Dean of Instruction will prepare a written recommendation and forward it to the Vice President for Academic Affairs who will make a written recommendation to the College President.

5.16.5.6.2. The President's recommendation shall constitute the final recommendation to the Board of Trustees regarding tenure.

5.16.5.6.3. The Board will normally act on tenure recommendations at its February meeting.

5.16.6. Performance Evaluation

5.16.6.1. Responsibility

5.16.6.1.1. The Vice President for Academic Affairs and/or Dean of Instruction or his/her designee is responsible for evaluating all members and making recommendations to the President on matters of retention, tenure, and salary adjustments.

5.16.6.1.2. The College and Faculty Senate agree to implement an instructor evaluation process for pre- and post-tenure full-time faculty that is developed jointly and mutually agreed upon.

5.16.6.1.3. The Vice President for Academic Affairs and/or Dean of Instruction and the Faculty Standards Committee will develop the evaluation procedures and evaluation instruments acceptable to the College administration and the Faculty Senate.

5.16.6.1.4. Faculty Standards Committee. The Faculty Standards Committee is a standing committee of the Faculty Senate. Its function is to assist with improvement of instruction. The committee consists of a minimum of five faculty members.

5.16.6.2. Evaluation Schedule

5.16.6.2.1. The Vice President for Academic Affairs and/or Dean of Instruction and the Faculty Standards Committee will develop a comprehensive evaluation schedule for all pre-tenured faculty.

5.16.6.2.2. The Vice President for Academic Affairs and/or Dean of Instruction and the Faculty Standards Committee will establish a rotation schedule for the evaluation of all tenured faculty members.

5.16.6.2.3. A faculty member may request an evaluation at any time.

5.16.7. Leaves

5.16.7.1. Leaves of Absence

5.16.7.1.1. Granting Leaves of Absence: Leaves of absence from North Central Missouri College may be granted for reasons such as health, study, professional travel, services in public office, military service, or service in the Peace Corps or similar organizations. The Vice President for Academic Affairs and/or Dean of Instruction must recommend requests for leaves of absence for approval by the President and the Board of Trustees.

5.16.7.1.2. Regulations: Leaves of absence will be without pay. Each leave of absence is granted for no longer than one year. Accumulated sick leave is retained while on leave of absence, but sick leave is not earned during the period of the leave. Leaves of absence cannot be used as part of the time necessary to qualify for

tenured status on the North Central Missouri College faculty. Group Health/Life/Disability insurance coverage related to the position from which the leave is taken must be arranged through the Human Resources Office according to the policies established by the Board. The faculty member will pay the full premium during the leave of absence. A person who has been granted leave of absence must advise the President in writing by the first day of February if a contract for the following year is desired. Members who fail to notify the President will forfeit all of his or her return rights.

5.16.7.1.3. Extensions of Leave of Absence: A leave of absence may be extended for additional years subject to the procedures noted in elsewhere in this manual. Requests of extension of leaves of absence must be made in writing to the President by the first day of February.

5.16.7.2. Sabbatical Leave: The purpose of sabbatical leave is to provide full-time NCMC faculty members opportunities for professional development and to enhance the value of instruction to the institution.

5.16.7.2.1. Eligibility: Full-time faculty members will be eligible for sabbatical leave after completing six continuous academic years of full-time employment at NCMC. Part-time employment and summer teaching do not count toward eligibility for sabbatical leave. Completion of a sabbatical leave will reduce accumulated sabbatical leave eligibility time by six years. No more than two faculty members may be on sabbatical leave at the same time.

5.16.7.2.2. Leave Options: Eligible candidates may request sabbatical leave for one full contract period or one-half contract period. A one-year leave will be consistent with the length of a candidate's contract. The sabbatical may consist of any combination of consecutive semesters and may include more than one contract period.

5.16.7.2.3. Salary and Benefits: Persons on sabbatical leave will receive full contract rate for a one-half leave time or one-half the contract rate for a full leave time. For the purpose of sabbatical leave, "the contract rate of pay" means the rate of pay provided for the faculty member on the salary schedule for the year of the leave without any pay based on overtime or supplemental pay. Persons on sabbatical leave will accrue normal salary increments and other benefits such as sick leave, insurance, and retirement benefits.

5.16.7.2.4. Leave Activities: Persons taking a sabbatical leave will agree to carry out specified activities during their leave. It is expected these activities will meet written objectives set forth in the candidate's proposal. The nature and objectives of the proposed sabbatical leave should include a detailed account of proposed sabbatical activities. The relationship of the proposed sabbatical leave to the applicant's field of expertise is to be demonstrated as well as the anticipated contribution of the proposed sabbatical leave to the enhancement of teaching and/or course and curriculum development at NCMC. The

appropriateness of each candidate's proposed leave activities must be considered and agreed upon by the Faculty Standards Committee and the Vice President for Academic Affairs and/or D. The faculty member must submit to the Vice President for Academic Affairs and/or Dean of Instruction a written report outlining his/her accomplishments during the leave. This report should be submitted within three months after the faculty member's return to full-time employment.

5.16.7.2.5. Post-Leave Agreements: Persons taking sabbatical leaves must agree in writing to return to their positions following the sabbatical for one academic year per semester of leave. Persons not returning to NCMC or not completing their time obligation following their sabbatical leaves must repay the institution leave pay plus the college's share of cost of fringe benefits according to the following table:

Post-Leave		
None	100%	100%
One Semester	50%	75%
Two Semesters	None	50%
Three Semesters	None	25%
Four Semesters	None	None

North Central Missouri College will agree in writing that persons taking sabbatical leaves will be returned to their former position or to a position with at least the same pay and professional responsibilities. Persons not completing sabbatical leave activities because of illness, injury, or other uncontrollable circumstances will be excused from repayment. The Vice President for Academic Affairs and/or Dean of Instruction will decide if activities have been satisfactorily completed. Further, persons not fulfilling their post leave employment at NCMC because of illness, injury, or other uncontrollable circumstances will be excused from repayment. The Vice President for Academic Affairs/Dean of Instruction will also decide on the validity of reasons for failure to complete specified leave activities and/or post leave employment at NCMC. These decisions are grievable.

5.16.7.2.6. Procedure: The faculty member requesting leave will submit a proposal to the Faculty Standards Committee by December 1 on the year preceding the fiscal year for which the leave is desired. The Faculty Standards Committee will review the candidate's written proposal and make recommendations to the Vice President for Academic Affairs and/or Dean of Instruction. The Dean/Vice President for Academic Affairs will make a recommendation to the President. The President will make recommendation to the Board of Trustees for final

disposition of all requests for leave. Final recommendations of the Faculty Standards Committee, the Dean of Instruction, Vice President for Academic Affairs, the President, and the decision of the Board will be recorded and transmitted to the applicant.

5.16.7.2.7. Administrative Leave: Faculty members who accept full-time administrative assignments at the College will retain regular faculty benefits and privileges. Tenured faculty members who accept administrative assignments will retain their tenure as it applies to their teaching position alone. Probationary faculty members will not accrue credit toward tenure while serving in a full-time administrative position.

5.16.7.2.8. Incapacity: In the event that a faculty member becomes incapable of performing the regular responsibilities incident to employment, and if sick leave and a maximum of three (3) academic semesters (i.e. the semester in which the leave of absence was granted and the two (2) subsequent academic semesters, excluding summer) of leave without pay have been exhausted without correction of the disability, then the College will assist the faculty member in pursuit of rights under workers' compensation or long-term disability insurance, and where feasible, will seek to reemploy the faculty member in any other position for which the faculty member is qualified and capable of performing.

5.16.8. Discipline and Discontinuance of Employment:

5.16.8.1. Causes for Discharge and Discipline: No faculty member will be disciplined or discharged without just cause. Just cause for discipline or discharge will include, but not be limited to, the following:

5.16.8.1.1. Conviction of a felony or of a crime involving moral turpitude during the period of employment at the institution or the willful concealment of such crime in making application for employment.

5.16.8.1.2. Fraud or misrepresentation of professional preparation, accomplishments, or experience in connection with initial hiring or in the submission of materials for evaluation for tenure or salary adjustment purposes.

5.16.8.1.3. Failure to carry out the responsibilities of a faculty member as defined in this Manual.

5.16.8.1.4. Theft of or deliberate damage to campus property or the property of a member of the campus community or a campus visitor.

5.16.8.1.5. Forgery or fraudulent alteration of college records or documents.

5.16.8.1.6. Violation of the conflict of interest provision as stated in Board Policy.

5.16.8.1.7. Plagiarism or falsification of any citations of sources in any professional paper, writing, or report communicated to others who may rely thereon.

5.16.8.1.8. Exploitation of students for private advantage.

5.16.8.1.9. Abuse of sick leave or intentional violation of travel regulation.

5.16.8.2. Discipline: The College and the faculty recognize and affirm the importance of counseling and the principle of corrective discipline. Prior to initiating formal

disciplinary action, administrators are encouraged to resolve matters of discipline informally; provided, however, such informal action will not be construed to be part of the disciplinary procedure contained in this section and will not restrict the right of administrators to consult with or otherwise counsel faculty members regarding their conduct or to initiate disciplinary action.

5.16.8.3. Suspension: The President may place any faculty member on suspension with pay, or reassign an instructor to other duties in the event it would be, in the judgment of the President, in the best interest of the College, the students served by the faculty member, or the faculty member himself or herself or the President may suspend the individual from performance of assigned duties pending the outcome of any criminal, disciplinary, or discharge proceedings, or resolution of pertinent personnel or personal problem.

5.16.8.4. Sanctions: Any faculty member may be subject to disciplinary sanctions. The disciplinary sanction will be appropriate to the infraction. Warning letters and formal reprimands will become part of the faculty member's personnel file and may be used in conjunction with subsequent personnel considerations; however, upon written request by the faculty member, such correspondence will be purged from the personnel file after three years if the problem has been corrected.

5.16.8.5. Representation and Notice: A faculty member will be entitled to have present a representative of the Faculty Senate and/or any other counsel during any appearance before the Board or its agents concerning any formal disciplinary action. A faculty member will be given seven calendar days prior written notice of reasons for such a meeting or interview and will be advised of the right to representation under this provision.

5.16.9. Resignations: A faculty member wishing to resign from the College should give notice as far in advance as possible. Ordinarily, three months is the minimum acceptable notice. Faculty members with instructional responsibilities are expected to complete the entire academic year. Resignations should be dated, signed, and the reasons stated for resigning, the date upon which the resignation is to be effective, and should be given to the appropriate Dean/Vice President.

5.16.10. Retrenchment

5.16.10.1. Definition: Retrenchment is the termination of tenured faculty members for either financial or programmatic reasons.

5.16.10.2. Determination of Necessity: The necessity for retrenchment shall be determined by the Board after considering the recommendations of (1) the College President and (2) the Faculty Senate in accordance with any one or a combination of the following situations:

5.16.10.2.1. When the budget is insufficient to sustain the current number of faculty positions, without reducing current faculty salaries; or

5.16.10.2.2. When a division, program, or discipline is curtailed or discontinued because of inadequate enrollment. However, prior to initiating a retrenchment in a

particular program or discipline due to inadequate enrollment, the administration shall reassign sufficient teaching load from part-time instructors teaching in that program or discipline to secure a full-time teaching load for a full-time faculty member. In determining whether retrenchment is necessary and in selecting the areas where the terminations will occur, primary consideration will be given to the College's responsibility to offer an appropriate range of courses and programs; and to maintain a balanced institutional effort that is responsive to the needs of the students.

5.16.10.3. Retrenchment Procedure

5.16.10.3.1. If the Administration determines that the potential for retrenchment exists, the President will submit to the Faculty Senate a Statement of the College's situation supported with the appropriate facts and figures necessary for the Faculty Senate to analyze and review. Within 30 calendar days the Senate shall submit its recommendation with supporting documents and rationale to the President. In the event the Senate does not report within the stipulated time, and/or within the specific areas, the President may proceed with his/her recommendation to the Board.

5.16.10.3.2. The President and the Faculty Senate will meet and discuss the report of the Faculty Senate and attempt to agree upon a single recommendation to the Board. If they cannot agree, the Faculty Senate shall submit its own plan to the Board separately.

5.16.10.3.3. The President shall prepare his/her recommendation for the Retrenchment Plan which (1) documents the need for retrenchment; (2) identifies the number of positions to be terminated by division, program, or discipline; and (3) any other relevant supporting information. He/she shall submit his/her plan to the Board.

5.16.10.3.4. The Board shall make the final decision on whether retrenchment is necessary and shall instruct the President to implement the plan as approved.

5.16.10.4. Faculty Rights: In all cases of retrenchment, faculty members will have the following rights:

5.16.10.4.1. Retrenchment shall be in the reverse order of seniority in the division, program, discipline which has been identified for retrenchment. Seniority shall mean the number of days of continuous full-time service on College operating funds, including authorized leaves of absence. The academic year shall constitute a year of service and no additional seniority shall be accrued for any assignment beyond the academic year. When seniority is equal between or among faculty members, ranking shall be determined by advanced preparation.

5.16.10.4.2. No tenured faculty member shall be terminated if non-tenured faculty members are retained in a discipline to teach courses the tenured faculty member is qualified and capable of teaching.

5.16.10.4.3. A faculty member shall be reassigned rather than be terminated if the faculty member satisfies the qualifications for a position in a division, program, or discipline in which there is a less senior faculty member, in accordance with the seniority list in the Appendix.

5.16.10.4.4. The faculty member shall retain his/her former salary and tenure status.

5.16.10.4.5. Any faculty member selected for termination shall have the right to apply for any existing open non-academic position at the College, and in the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. In this situation, the faculty member shall receive the salary established for the new position and shall lose faculty status and tenure.

5.16.10.4.6. The President will notify in writing the persons affected by the retrenchment. Each tenured faculty member selected for termination shall be so informed by May 1 of the current academic year. The Board's decision on the necessity for retrenchment, the number of faculty members to be terminated, and the division, program, or discipline in which the terminations are to occur are not grievable, negotiable or contestable. However, seniority and order of retrenchment are grievable.

5.16.10.4.7. Recall procedure: Whenever there is a vacancy or anticipated vacancy laid-off faculty members who are qualified to perform the work in question will be recalled in order of seniority. No new faculty shall be employed by the Board while there are faculty members on layoff, unless none of the faculty members on layoff are qualified to fill the position in question. Notice of recall will be given by registered mail to the last address given to the College by a faculty member. A copy of the notice of recall will be given to the Faculty Senate. If a faculty member fails to respond within 10 calendar days after receipt of the above notice of recall, the faculty member will be deemed to have refused the position offered. A faculty member who is laid off will remain on the recall list for three years after the effective date of layoff unless the faculty member: a) Waives recall rights in writing; b) Resigns; c) Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position; e) Fails to report to work in a position that he/she has accepted unless such employee is sick or injured. If a faculty member has secured temporary employment elsewhere, he/she will be allowed up to one academic semester before being required to report for work.

5.16.11. Grievance and Arbitration

5.16.11.1. Resorting to other Procedures: If a faculty member seeks formal resolution of a grievance matter in any forum or by any set or procedures other than those established in the Article, whether administrative or judicial, the College shall have no obligation to proceed further with the matter.

5.16.11.2. Definitions

5.16.11.2.1. “Grievance” means a complaint alleging a violation, misapplication, or misinterpretation of a term or provision of this manual.

5.16.11.2.2. “Grievant” means an identified faculty member or group of instructors.

5.16.11.2.3. “Days” means contractual days.

5.16.11.3. Rights to Representation: At least one Faculty Senate officer may be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Grievances involving more than one administrator and grievances involving an administrator other than the Dean and/or Vice President for Academic Affairs may be filed at Step 2 as outlined in this Manual.

5.16.11.4. Individual Rights: Nothing contained herein shall be construed as limiting the right of any faculty member having a complaint to discuss the matter with the appropriate administrator. Exhaustion of the informal complaint procedure is not a requisite to involving the formal grievance procedure.

5.16.11.5. Informal Process: A grievant should make a good faith effort to resolve a grievance prior to initiation of the formal process by presenting his/her grievance to the Administration.

5.16.11.6. Formal Process: Filing. All grievances must be filed within 20 working days after the grievant knew or reasonably should have known of the grievance. The grievance shall be filed upon a form as shown in the Appendix, which is fully incorporated herein by this reference.

5.16.11.6.1. Step 1: The grievance shall first be presented to the Office of the Dean and/or Vice President for Academic Affairs. The Dean and/or VP shall conduct a closed conference with the grievant and his/her representative within six working days following receipt by his/her office of the grievance. At the conference, the grievant shall present to the Dean and/or VP all information which he/she deems pertinent to the grievance, as well as such other information within the grievant’s knowledge and/or control that the Dean and/or VP requests. The Dean and/or VP shall issue a written decision within six working days following the conclusion of the conference, which shall include findings and conclusions. If the grievance relates to the Dean and/or VP, the grievant may skip Step 1.

5.16.11.6.2. Step 2: If the grievance is not resolved or otherwise disposed of at Step 1, the grievant may file a written request for review with the President of the College on a form also prescribed as the Appendix. The request shall be filed with the Office of the President within five days of receipt of the Step 1 decision. The President or his or her designee shall investigate the grievance in such manner as the President deems appropriate, and shall hold a closed meeting with the grievant and his/her representative in order to discuss the merits of the grievance and/or proposals for settlement. If no settlement is reached, the President shall proceed to issue a decision which shall include findings and

conclusions and which, unless otherwise agreed, shall be issued no later than 10 working days after the receipt of the request for review.

5.16.11.6.3. Step 3: If the grievance has not been resolved at Step 2, the grievant may seek a review of the President's decision by the Board. Such request shall be filed with the Office of the President for transmittal to the Chairperson of the Board on the form prescribed in the Appendix within five working days following receipt of the Step 2 decision.

5.16.11.6.4. The Board shall review the President's decision at its next regularly scheduled meeting which commences at least three working days after the request for review is received, or at its next special meeting which occurs at least three working days after the request for review is received. At this meeting, the Board shall decide either to uphold the decision of the President or to make a final decision no later than 28 days following receipt of the request for review. The Board may at any time request additional information from the grievant or the President. If the employee is not satisfied with outcome of the Board's decision, see Board policy manual for additional steps.

5.16.11.7. Exceptions to Time Limit

5.16.11.7.1. The time limits provided in this Article will be strictly observed unless extended by written agreement of the parties. When any action which is required to be taken within a specified time period is not taken in time, the following shall apply. a) If the grievant fails to act within the time limits provided herein, the Administration shall have no obligation to process the grievance and it shall be deemed withdrawn. b) If the Administration fails to act in time, the grievant may proceed to the next review level and any subsequently issued decision on the matter at the bypassed level, shall be void. c) When a grievance is submitted on or after April 15, time limits shall consist of all calendar days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter. d) Any claim or grievance arising may be processed through this grievance procedure until resolution.

5.16.11.8. No Reprisals: No reprisals of any kind will be taken by the Board or Administration against any person because of participation in this grievance procedure.

5.16.11.9. Cooperation: The Board, faculty members, and the Administration will cooperate in the investigation of any grievance, and further, will upon request furnish the other with such information as is relevant to the processing of any grievance. No faculty member involved in the investigation, processing, or hearing of any grievance shall suffer loss of salary or benefits.

5.16.11.10. Notice: Unless otherwise provided, where notice is required to be given, it shall be sufficient:

5.16.11.10.1. In the case of a faculty member , if sent by certified mail to his/her last reported residential address;

5.16.11.10.2. In the case of the Board, the College, or the Administration, if sent by certified mail to: North Central Missouri College, Office of the President, 1301 Main, Trenton, MO 64683; and

5.16.11.10.3. In all other cases, if sent by campus or regular mail to the institutional office or regular business address of the person or party.

5.16.11.10.4. Where notice is required to be given by a certain date, it shall be effective if postmarked by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if postmarked by midnight prior to the last day of such time period.

5.16.12. Temporary Personnel: It is recognized that the Administration may have to hire faculty members on a temporary basis. When the need for full-time temporary personnel ceases, or when the faculty member returns in the case of leaves, such personnel may be terminated without resort to provisions of this manual deal with dismissal, if employed one semester or less. Any such termination will not be subject to the grievance procedure. During the period of temporary employment, other terms of this manual will apply.

6. BUSINESS OPERATIONS

6.1. **Special Authorizations of District Employees**

6.1.1. Authorization to Contract – The President is authorized and empowered to contract in the name of North Central Missouri College, subject to approval or ratification by the Board of Trustees.

6.1.2. Authorization to Sign Orders – The President or delegated agent will be authorized and empowered by the Board of Trustees to sign orders for lawful expenses of the College on funds of the District as provided in the annual budget.

6.1.3. Authorization to Travel on District Business – Subject to the approval of the Board of Trustees, employees of the College are authorized to carry on, at District expense, the travel required for execution of their duties. The President or delegated agent must authorize travel expense of these individuals.

6.1.4. Applications for Federal Aid and Grants – In order to facilitate handling of correspondence and applications the President or delegated agent will be authorized by the Board of Trustees to file applications for federal aid.

6.1.5. Authorization to Sign for Surplus Property – The President and delegated individuals on the College staff will be authorized by the Board of Trustees to sign the resolutions authorizing purchase from state or federal surplus. A list of such items will be presented to the Board of Trustees periodically for validation.

6.1.6. Authorization to Pay Student Refunds – The Business Manager may pay student refunds prior to Board approval of such refund. All refunds made to students will be submitted for Board approval at the Board meeting immediately following issuance of refunds to students.

6.1.7. Authorization to Access the College Safe Deposit Box – The Board President, Board Vice President, Board Treasurer, Senior Accountant, and the College President have authority to access all safe deposit boxes the College may rent. *changed 5/23/16*

6.2. **Accounting for Funds**: The Business Manager will be responsible to the President for the proper accounting of all District funds. The managers of auxiliary enterprises belonging to the College and the treasurers of the various student organizations receiving activity funds will be responsible to the Business Manager for the accounting of all receipts.

6.3. **Budget Guidelines**:

6.3.1. Preliminary Budget – The Trustees may approve a preliminary budget prior to the beginning of the fiscal year.

6.3.2. Final Budget – The Trustees will approve a final budget prior to October 1 of the fiscal year.

6.3.3. Budget Adjustments – It is understood that the budget represents an estimate of expenditures and that the Board of Trustees must approve of all expenditures. Unless

existing programs are dropped or new programs are added mid-year, the final budget will not normally be adjusted.

6.4. **Purchasing/Expenditures and Investment Policies**

6.4.1. General Procurement Standards *updated June 2025*

6.4.1.1. The Board of Trustees authorizes the College President to administer the College purchasing policy in accordance with state and federal laws. The guidelines as outlined below shall be followed by the President or appropriate designee in approving College purchases.

6.4.1.2. Any purchase utilizing federal awards must conform to the procurement standards identified in 2 CFR 200.317 through 200.327;

6.4.1.3. The College President or appropriate designee shall maintain oversight to that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;

6.4.1.4. The College President or appropriate designee shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Any officers, employees, and agents of the College may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

6.4.1.5. The College will maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means because of the relationships with a related organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

6.4.1.6. Purchases must avoid acquisition of unnecessary or duplicative items. Where appropriate, a lease versus purchase analysis will be made.

6.4.1.7. Purchases shall foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services and to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

6.4.1.8. Purchases will encourage the use of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

6.4.1.9. Purchases will encourage the use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract

item or task to ensure that its essential function is provided at the overall lower cost

6.4.1.10. Contracts will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

6.4.1.11. Records will be maintained in sufficient detail of the history of the procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

6.4.1.12. The College President or appropriate designee will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.

6.4.1.13. The College President or appropriate designee will ensure minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible (See US Department of Labor's list).

6.4.1.14. The College President or appropriate designee will ensure, to the greatest extent practicable, to purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable to include compostable items.

6.4.1.15. Purchases of twenty-five thousand dollars ($25,000) or greater, regardless of the method of procurement, shall be presented for approval by the Board of Trustees. When a sole source item is being purchased, or if the President determines that it is in the best interest of the College and the amount of the purchase is less than $25,000, or the purchase constitutes an emergency purchase, the President may authorize the purchase. In the case of emergency purchases, notification to the president of the Board of Trustees is required with ratification by the full board at the next regular Board meeting. The College President or his/her designee may elect to utilize the state, local and other purchasing agreements that were competitively bid currently available to the College in lieu of taking bids. These agreements shall satisfy the competitive bidding requirement so long as they are consistent with NCMC policies, were procured in a competitive nature, or contain a "piggyback" clause permitting other organizations to purchase off of the same contract accessing the contract terms and values. Bids will normally be awarded to the vendor that submits the lowest, most responsive bid that meets all requirements of the specifications. However, the College has the right to reject any and all bids.

6.4.2. Competition *entire section added 328/2023* The college President or or appropriate designee will ensure the following procedures are followed to ensure all procurement transactions are conducted in a manner that provides full and open competition.

6.4.2.1. Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for

such procurements in order to ensure objective contractor performance and to eliminate unfair competitive advantage.

6.4.2.2. Procurements will be made in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

6.4.2.3. Procurements will have written procedures that ensure all solicitations contain: 1) a clear and accurate description of the requirements for the material, product, or service to be procured, not to include a description of features which unduly restrict competition (name brand); and 2) identify the requirements which must be fulfilled and factors to be used in evaluating bids or proposals.

6.4.2.4. Procurements will ensure that lists of prequalified contractors are current and include enough qualified sources to ensure competition; and

6.4.2.5. Non-competitive procurements will only be awarded in accordance with the Methods of Procurement identified in Section 6.4.3 below.

6.4.3. Methods of Procurement *updated 3/28/2023*

6.4.3.1. Informal Procurement Methods

6.4.3.1.1. Micro-purchases: Purchases that cost less than $3,000 in aggregate (per purchase) do not require the solicitation of multiple quotes or bidding, although all reasonable efforts should be taken to ensure the lowest cost to NCMC. To the maximum extent practicable, micro-purchases should be distributed equitably among qualified suppliers. Micro-purchases shall be authorized by the appropriate department leader and Business Office.

6.4.3.1.2. Simplified Acquisitions: Purchases that cost $3,000 but less than $25,000: Shall require at least three Competitive written quotes. The written quotes shall be submitted by the potential vendor to the College and obtained independently. The written bids shall be based on the same scope of service for the product or services to be obtained. Discounts shall be taken into consideration in determining the low bidder meeting all provided specifications. Purchases shall be awarded to the bidder providing the best products and/or services that are available for the lowest price consistent with specifications. Quotes must be obtained from an adequate number of qualified sources as determined appropriate by the College. Purchases, along with quotes provided by the potential vendor and obtained independently, shall be submitted to the College President for approval.

6.4.3.2. Formal Procurement (Competitive Bid) Method for Items that cost $25,000 or Greater *updated 3/28/2023*

6.4.3.2.1. Sealed Bid: A Formal competitive bid process for any purchase of supplies, materials, equipment, or services with an estimated cost of twenty-five thousand dollars ($25,000) or greater shall be purchased using a formal written bidding procedure as provided herein, with the bidder providing the best

products and services that are available for the lowest price, meeting specifications unless otherwise provided for in 6.4.3.3.6.

6.4.3.2.2. Public Notice of Invitation: A Notice of Invitation for Bids shall be provided in the manner the Business Office deems most appropriate to the subject matter of the bid, with the objective of encouraging fair and unbiased competition. The notice shall be designed to secure a reasonable distribution to potential bidders and may include direct mail, electronic mail, College webpage, other online listing services, newspaper advertisements, and/or such other means as deemed appropriate. The notice inviting competitive bids shall be distributed and/or publicly posted at least five (5) business days preceding the last day for receipt of bids, and shall include a general description of the products or services to be purchased; provide where bid forms, specifications, or other detailed plans may be obtained; and indicate the time and place for submission and opening of bids, along with NCMC's general terms and conditions.

6.4.3.2.2.1. Bidders and Suppliers List: The appropriate department leader shall review the bidders, seek potential bidders from end user, and suppliers list for prospective bidders, and shall solicit bids from as many such bidders as is necessary to assure a reasonable distribution of the solicitation and adequate competition.

6.4.3.2.2.2. Bid Security Deposits or Surety Bid Bonds: When deemed necessary by the College or applicable state law, bid security deposits or surety bid bonds, or both, shall be prescribed in the Notice of Invitation for Bids. (1) Returned Bid Security Deposit: An unsuccessful bidder who stands ready to perform according to the terms of its bid shall be entitled to the return of its bid surety deposit. (2) Enforcement of Surety Bid Bond: The College shall seek enforcement of a surety bid bond according to its terms as set forth in the bid document. (3) Surety Bid Bonds, Listing in Federal Register: All surety bid bonds must be with companies listed in the Department of the Treasury Federal Register as surety companies acceptable on federal bonds.

6.4.3.2.2.3. Performance, Labor, and Material Payment Bonds: Where the nature of the contract is such that the College deems a performance bond necessary, or a bond is required by law, the Notice of Invitation for Bids shall specify the amount of bond that is required. The notice shall also specify that any bid submitted pursuant to said solicitation will be presumed to include the cost of the required bond. Surety Performance Bonds Requirement, Listing in Federal Register: All surety performance bonds and surety labor and material bonds must be with companies listed in the Department of the Treasury Federal Register, as surety companies acceptable on federal bonds.

6.4.3.2.2.4. Procedure for Receiving and Opening Bids: Bids shall be received in a sealed envelope as received by the Business Office. Bids shall be opened and read aloud publicly by the Business Office and recorded in writing.

6.4.3.2.2.5. Bid Evaluation and Recommendations: The appropriate department leader shall evaluate the bids submitted, based on the evaluation criteria established in the bid solicitation, and provide a recommendation for award to their Cabinet designee who shall, within the shortest practicable time, confirm the recommended award or submit objections to the Business Office. Such objections shall include specific reference to the manner in which an alternate bid complies with the provisions of this section, or the request to rebid. The Business Office shall have the authority to reject individual bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract for failure to comply with the requirements of the invitation for bids or when the public interest will be served thereby, and may require the solicitation of new bids. All proposals are confidential until such a time as a final contract has been awarded.

6.4.3.2.2.6. Recommend Award of Bid: The College President or designee shall recommend to the Board of Trustees the award of the contract to the lowest and best bidder meeting specifications, unless all bids have been rejected as authorized by this policy.

6.4.3.2.2.7. Factors Which Shall Be Considered When Determining Lowest Cost and Best Bids Meeting Specifications: The following factors shall be considered in determining the bidder that provides the best products and/or services that are available for the lowest price meeting specifications (including but not limited to): cost, future maintenance cost, ability to perform, quality of past work, and compliance with laws and bid documents. A five percent preference may be granted to all firms, corporations, or individuals doing business as firms, corporations, or individuals within the NCMC service region.

6.4.3.3. Non-Competitive Procurements: *updated 3/28/2023* The following purchases shall be permitted without following the informal or formal competitive bidding procedures.

6.4.3.3.1. Micro-Purchases of Less than $3,000: Bids or quotes shall not be required on any purchase if the amount is less than three thousand dollars ($3,000) made from any one business, person, or corporation.

6.4.3.3.2. Sole Source: Bids shall not be required when the items to be purchased can be obtained from only one source or cannot reasonably be provided by another source, such as a proprietary provider; after the solicitation of a number of sources and competition is determined inadequate; to ensure consistency and

standardization with other existing equipment; or for other documented reasons. A sole source shall be determined by the Business Office.

6.4.3.3.3. Acquisition from Other Governmental Entity: Bids shall not be required when the items to be purchased are being obtained from another governmental entity.

6.4.3.3.4. Emergency Purchases: Bids shall not be required when the College President has declared the purchase to be an emergency. However, the emergency procurement should be made with as much informal bidding as practicable under the circumstances. The College President will notify the president of the Board of Trustees for approval in advance of the purchase being authorized for those twenty-five thousand dollars ($25,000) or greater. Purchases made under the provisions of this subsection shall be presented as a Board item to the Board of Trustees at the next regular meeting for ratification.

6.4.3.3.5. Fixed Price Contractual Documents: Bids shall not be required when the items purchased are the subject of existing and current federal, state, or local government fixed price contractual documents, if the prices quoted in those documents are more advantageous than local market prices for like items. Before a purchase is made pursuant to this subsection which has a purchase price of twenty-five thousand dollars ($25,000) or greater, the purchase shall be submitted to the Board of Trustees for approval.

6.4.3.3.6. President's Discretion: If the College President determines that a purchase is in the best interest of the College and the amount of the purchase is less than twenty-five thousand dollars ($25,000), the purchasing process or procedure may be waived by the President in writing with rationale to be included in the purchasing document. Any purchases of twenty-five thousand dollars ($25,000) or greater shall be subject to the competitive bidding procedure outlined herein.

6.4.3.4. Proposals *updated 3/28/2023*

6.4.3.4.1. For certain professional services, the College may elect to issue a Request for Proposals (RFP) for the contracted services stating the nature and scope of the professional services to be provided, requirements to be submitted as part of the proposal, and a date and time by which the proposals shall be submitted to the College, along with NCMC's general terms and conditions. In making the determination of the lowest and best respondent to the RFP, NCMC shall consider such factors as the cost proposals, the project approach, risk assessment, reasonableness, history and resources of the respondents, and the timeline for the product or service. The President or appropriate designee shall approve all contracts up to $25,000. All contracts of $25,000 or greater shall be approved by the Board of Trustees. The College will normally request proposals for contracted services such as professional services, consultants, banking services, auditors, bond counsel, investment bankers, maintenance contractors,

and other related contracted services. However, the President may elect to either solicit proposals or negotiate for these services.

6.4.3.4.2. For architectural, engineering, surveying, and other certain professional services consistent with Missouri State law, a Request for Qualifications (RFQ) may be issued by the Business Office stating the nature and scope of the professional services to be provided, requirements to be submitted as part of the Proposal, and a date and time by which the proposals shall be submitted to the College, along with NCMC's general terms and conditions. The best respondent to the RFQ shall be selected based solely upon qualifications and then the cost negotiated as part of the final contract.

6.4.3.4.3. All proposals are confidential until such time as a final contract has been awarded.

6.4.3.5. Other Types of Purchases and Authority *updated 3/28/2023*

6.4.3.5.1. Auxiliary Services Purchases: Purchases for resale items in auxiliary business units will be procured by the managers responsible for those functions in accordance with the process approved by the President.

6.4.3.5.2. Library Books and Materials: Library books and materials will be ordered direct from the appropriate vendors as recommended by library personnel in accordance with the process approved by the President.

6.4.3.5.3. Equipment Leases: When it has been determined that it is in the best interest of the College, equipment may be leased rather than purchased. The President shall approve all equipment leases up to $25,000 per year. All equipment leases $25,000 or greater per year shall be approved by the Board of Trustees.

6.4.3.5.4. Utilities and Postage: Procurement of standard utilities such as electricity, gas, water, etc. as well as postage shall not require Board of Trustees approval.

6.4.3.6. Purchase Requisition, Purchase Order, and Contract *updated 3/28/2023*

6.4.3.6.1. Purchase Requisition: An approved Purchase Requisition is required before any goods or services are ordered, regardless of the method of procurement unless otherwise authorized through a Purchasing Card (P-Card) or an item authorized to be purchased and paid through a check request. For all purchases twenty-five thousand dollars ($25,000) or greater, the Board of Trustees must approve the request prior to the purchase, unless provided for in NCMC policy. Adequate funding must be in place prior to the processing of the requisition as verified by the Business Office or appropriate designee.

6.4.3.6.2. Purchase Order and Contract: Once a Purchase Requisition is approved, a Purchase Order, and contract if applicable, will be issued by the Business Office to the vendor. This will be the official approval to proceed with the purchase. No work shall proceed until such time as the Purchase Order is issued and any applicable contract is fully executed.

6.4.3.6.3. Bonds and Insurance: In the event bonds and insurance are required as part of the scope of work set forth in the Notice of Invitation to Bid or Request for

Proposals, the Business Office will be responsible for ensuring these are on file with the College prior to work commencing.

6.4.3.7. Receiving Goods and Services, Authorizing Payment

6.4.3.7.1. Notice to Proceed: A written notice to proceed will generally be provided to all vendors performing services or work upon full execution of a written purchase requisition or contract if required.

6.4.3.7.2. Receiving: The department requesting the purchase is responsible for verifying the goods, materials, or services were completed or received.

6.4.3.7.3. Authorization for Payment: Upon completion of the purchase and receipt of the goods, materials, or services; or upon partial completion as provided for in the scope of services or contract if applicable, the department requesting the purchase shall sign off on all invoices and forward for payment to the Business Office.

6.4.3.7.4. Refusal to Pay: In the event the goods, materials, or services do not meet the bid specifications, are damaged, or are otherwise unacceptable, the Business Office should be immediately notified. The Business Office will work with the vendor to rectify the issue, return the goods, or cancel the Purchase Order and/or contract.

6.4.3.8. Other Provisions *updated 3/28/2023*

6.4.3.8.1. Unauthorized Purchases: Only authorized personnel may contract on behalf of the College. Any purchase not properly authorized will be considered invalid and the College shall not be financially responsible.

6.4.3.8.2. Recommend Disqualification of Bidders: The Business Office may recommend that the President, or appropriate designee, designate as irresponsible bidders, vendors who default on their bids or perform poorly on prior work, and disqualify them from receiving any business from the College for a stated period of time. Disqualification shall only be designated upon the inability or unwillingness of the vendor to remedy the issue with adequate documentation on file to support such disqualification.

6.4.3.8.3. Maintain Records of Bidders: The Business Office shall maintain records of bidders which shall list all persons, firms and corporations which have applied for that listing.

6.4.3.8.4. Conflict of Interest: With prior approval of the College President, NCMC may transact business with vendors that have a direct/indirect, personal, professional, business, financial, or family interest/relationship with College personnel. If the business transaction involves the College President and/or his family, it must be approved by the president of the Board of Trustees.

6.4.3.8.5. Vendor Drafting Bid Specifications, Disqualification: No contract shall be awarded to any person, firm, or corporation, whether or not any valuable consideration has been provided for any services in connection with the development of the contract's bid specifications, unless upon recommendation

of the Business Office and approval by the Board of Trustees that such award is in the College's best interests, unless otherwise prohibited by law.

6.4.3.8.6. Records: The Business Office shall keep a written or electronic record of all purchases accomplished under this section and all bids submitted in competition for those purchases, and those records shall be open to public inspection. Each such record shall describe the means by which the bid was received and any specific considerations or conditions attached to the bid and/or product or service, the number of respondents, and the successful bidder.

6.4.3.8.7. Use of Logo: Use of the College name or logo requires authorization of the marketing department. The College name or logo may not be used to promote any product, opinion, cause, or political candidate. Representation of personal opinions as those of the College is prohibited.

6.4.3.8.8. Federal Award Programs: The director of a federal award program shall determine the allocability, allowability, and reasonableness of costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the award. Final approval of expenditures shall be made by the NCMC Board of Trustees in consultation with the Vice President for Business and Finance and College President.

6.4.3.8.8.1. Federal award programs should also follow the additional guidelines found in the North Central Missouri College Consolidated Guidance for Federal Grant Management, which is available from the Business Office.

6.4.4.Investment Policy *section updated 6/24/14*

6.4.4.1. It is the policy of the North Central Missouri College to invest public funds in a manner which will provide maximum security and investment returns while meeting the daily cash flow demands of the College and conforming to all state and local statutes governing the investment of public funds. This investment policy applies to all financial assets of the District. Any and all funds currently existing or anticipated are included unless specifically excluded by the College officials or set aside in a special escrow account.

6.4.4.2. The Chief Financial Officer and Senior Accountant are the only authorized personnel to conduct investment transactions for the District. When investing or depositing public funds, the Chief Financial Officer and Senior Accountant shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the investment objectives. Investing transactions will be reported to the Board of Trustees as a part of the monthly Treasurer's Report. *section updated 5/23/16*

6.4.4.3. The primary objectives, in priority order, of North Central Missouri College are: a) Safety: Safety and preservation of principal in the overall portfolio. b) Liquidity: Maintaining the necessary liquidity to match expected liabilities. c) Return: Obtaining a reasonable return.

6.4.4.4. All officers and employees of North Central Missouri College involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

6.4.4.5. Authorized and Suitable Investments and Institutions:

6.4.4.5.1. The College may invest public funds in certificates of deposit, savings accounts or interest-bearing time deposits when such funds are held in United States banks, state banks, savings and loan associations operating under Chapter 369 RSMo., or savings and loan associations authorized by the United States government, so long as such deposits, savings accounts, and interest bearing deposits are secured by one or more of the types of securities described below.

6.4.4.5.2. Collateral shall be required on all qualified investments. In order to anticipate market changes and provide a level of security for all funds, the collateral value of the pledged security shall be at least 100% of the actual amount of funds invested with the depository, less the amount, if any, insured by FDIC. This collateral shall be limited to bonds, bills, notes, debentures or other obligations guaranteed as to payment of principal and interest by the government of the United States or any agency or instrumentality thereof, and the State of Missouri, (RSMo 30.270, 110.010, and 110.020) or a letter of credit issued to the District by the Federal Home Loan Bank.

6.4.4.5.3. To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. Unless matched to specific cash flows, the College will not directly invest in securities maturing more than two years from the date of purchase.

6.4.4.6. Investment reports describing the portfolio in terms of investment securities, maturities, rates, characteristics and other features shall be submitted to the Board of Trustees on a semi-annual basis.

6.4.4.7. The policy shall be reviewed on an annual basis and any modification made thereto must be approved by the entire Board of Trustees.

6.4.5. Disbursement of WIA/Head Start Funds – The Treasurer of North Central Missouri College is authorized to pay WIA/Head Start service providers once the proper authorizations have been received from WIA/Head Start administration. These payments will then be reviewed and approved by the Board at its regular monthly meeting.

6.5. **Inventory**: All property items costing $5,000 or more owned by the District will be capitalized and inventoried as a part of the College's accounting records. The Business Office will maintain an inventory of all College property. This will be verified as needed by a physical inventory taken by the various divisions, departments, and/or designated personnel.

6.6. **Loan of Equipment**: College equipment may not be loaned for private use. The Business Manager is responsible for making decisions concerning the loan of equipment for public or other school use.

6.7. **District-Owned Vehicles**: District-owned vehicles will be available for College personnel for activities related to College business.

6.8. **Disposal of Surplus Property**: College property determined as surplus will be sold either by public auction or from receipt of sealed bids after Board approval (RSMo. 177.091). Surplus property purchased by individual grant funds will be disposed of in accordance with the grant requirements.

6.9. **Insurance Coverage**: It is the responsibility of the Business Manager to see that the following types of insurance are carried by the College and are in effect for all College property and personnel: a) Fire and extended coverage on buildings and equipment, b) Crime coverage on monies, securities, and equipment, c) Other perils, as normally covered in multiperil insurance policies, d) Vehicle insurance, e) Life, liability, and medical coverage on employees and medical coverage on athletes, f) Liability coverage on officers and trustees of the District, g) Student liability insurance, h) Other coverage as appropriate.

6.10. **Bookstore**: The Bookstore will provide students with required textbooks, reference books, workbooks, manuals, and supplies at a reasonable cost. A used-book purchase and resale program will be made available to students and faculty. A courtesy discount of ten percent will be given to full-time faculty and staff members on personal purchases of promotional and supply items from the Bookstore if paid at the time of purchase. Extraordinary purchases may be available at varied discount rates.

6.11. **Accidents and Injuries**: Any accident or injury on campus or at College-sponsored activities, to a student, employee, or visitor must be reported immediately to the College faculty or staff member in charge of the facility or activity. As soon as practicable after an accident or injury, employees, students, or visitors must file a General Purpose Incident Report with the Business Office.

6.12. **Travel Policy**

6.12.1. Definitions: The College will incur or reimburse travel expenses that are reasonable and necessary for business purposes of the College. Employees are urged to use common sense, good judgment, and reasonability for travel-related expenses. Reimbursement for expenditures incurred for meetings, conferences, and work-related activities on behalf of the College will be made in accordance with Board policy and administrative procedures. The Travel Claim Voucher is used for the reimbursement of travel expenses. All travel-related expenses should be reported on this form in order to receive reimbursement. Receipts and invoices for expenses must be attached to the voucher. Reported expenses

without receipts will not be paid. The Travel Claim Voucher must be signed by the employee, Supervisor, and/or Dean before it is delivered to the Business Office for payment. *Travel policy updated 6/25/19*

6.12.2. Transportation:

6.12.2.1. NCMC personnel may travel by commercial air on College business when it is as economical as other allowable transportation and/or when in the opinion of the President and/or appropriate Dean it is in the best interest of the College. Ticket reservations should be made by the individual and actual costs of coach air fare may be claimed. Travelers should select the least costly air route, considering advance purchase rates and airline discounts.

6.12.2.2. Travelers may drive their personal vehicle on College business trips and be reimbursed at the standard IRS mileage rate for the time period the travel occurred. College employees using personal automobiles to travel on official College business must maintain adequate liability insurance for their protection and for the protection of any passengers. Employees are responsible for insuring their own vehicles. In the event of an accident, the owner's personal insurance provides coverage and the owner is personally responsible for any deductible payable. The College does not provide any coverage for comprehensive or collision for personal vehicles used for business. If the cost of mileage exceeds reasonable airfare costs for a trip, the College will only reimburse for airfare cost unless there is justification that automobile travel was necessary. If several people travel together in a privately owned vehicle, only the driver of the vehicle may claim mileage costs.

6.12.2.3. Full-time employees assigned to more than one location as part of their regular duties will be reimbursed for the additional mileage incurred over and above the normal round trip from their home or the primary worksite, whichever is the lesser mileage.

6.12.2.4. All taxis, bus fares, ferry, bridge and road tolls, or parking charges incurred while on official business may be claimed when properly itemized on the College travel expense voucher.

6.12.3. Lodging: Receipts for lodging must be submitted with the completed College Travel Claim Voucher and will show the items for which the charge was made. Employees are encouraged to utilize hotels that offer government/college corporate rates. Hotel stays within the State of Missouri should not have state sales tax applied to the bills. Employees are responsible for presenting the College's Tax Exemption Letter prior to paying the hotel bill.

6.12.4. Meals: The actual cost of meals and reasonable gratuities are reimbursable with an itemized food receipt. The purchase of alcohol is not reimbursable. The federal per diem rate should be used to judge the reasonableness of meal costs incurred. If per diem rates are unavailable, reasonable judgment should be used when considering the cost of the meal. Tips for meals in excess of 15% to 20% of meal cost are generally not appropriate and therefore will not be reimbursed.

In the event an itemized receipt is misplaced or not available, an employee may be reimbursed a flat rate for meals. Meals will be reimbursed as follows: $5 for breakfast, $10 for lunch, and $15 for dinner for a daily maximum of $30.

Supervisors are responsible for determining the necessity of a meal or meals being requested by an employee for reimbursement based on work and travel requirements.

6.12.5. Other Permissible Expenditures:

6.12.5.1. All other reimbursable expenditures will be listed on the Travel Claim Voucher for reimbursement such as conference registration fees, porter fees, telephone, etc.

6.12.5.2. Before any College employee submits a voucher for reimbursement it is incumbent upon the employee to be familiar with all regulations concerning reimbursement in order to stay within budgetary limitations and provide necessary receipts with the claim submission.

6.12.5.3. To be eligible for reimbursement of travel expenses an employee must be on travel time on College business. If a person is to receive a consulting fee or honorarium from any source while on travel time, he/she must obtain a ruling from his/her Dean, the Chief Financial Officer, and the President as to the amount of travel expenses they may claim.

6.12.6. Travel Advances: For those travel expenditures (excluding mileage) estimated to exceed $50 for any one trip, the employee may request an advance. The amount of this advance must be requested at the time the travel requisition is prepared and approved by the Chief Financial Officer.

6.12.7. Regulations for Payment of Athletic Department Travel Expenses and Travel Claim Vouchers: The following regulations will apply to payment of travel expenses for teams participating in athletic competition:

6.12.7.1. Reasonable travel expenses will be budgeted and give a complete explanation of the purpose of travel.

6.12.7.2. Reasonable travel expenses will be paid by the College for teams to participate in national tournaments when they qualify for such tournaments by winning the required sub-regional and regional competitions.

6.12.7.3. The College will not pay expenses for team travel other than as outlined above, except that, with approval of the Board of Trustees, travel expenses may be provided for special in-season trips that are partially or fully funded from non-College funds. Non-College funds to pay for the trip must be committed before the trip is approved.

6.12.7.4. Traveling team size will be limited to the number of players that may be reasonably expected to participate in the scheduled games plus coaches and managers.

7. BUILDINGS AND GROUNDS

7.1. **Use of College Buildings and Grounds**

7.1.1. Purpose: This policy governs the use of buildings and grounds located on the College's campuses or under the College's operating authority and applies to "expressive activities" which are defined to include "all forms of peaceful assembly, protests, speeches, distribution of literature, signs, and circulating petitions." It applies to College groups and groups unaffiliated with the College. This policy imposes limits on the use of College buildings and grounds so that they can fulfill their primary missions.

7.1.2. Policy: College buildings and grounds are primarily intended, and will be made available, principally for College programs, activities, and operations. Requests for use by persons, groups or organizations affiliated or unaffiliated with the College, will be resolved in accordance with the reasonable time, place, and manner restrictions expressed in this policy and its accompanying procedures, all of which will be administered in a manner reasonably designed to advance the mission of the College, preserve the order necessary to conduct customary College operations and activities, protect the safety of persons and security of property, and maintain the aesthetic appearance of the campus.

7.1.3. Procedures

7.1.3.1. Priorities

7.1.3.1.1. College activities take priority over all other requests for use. Space will be made available for college activities in the following order of priorities: a) College instructional programs; b) Official College events; c) College sponsored educational activities; d) Actively chartered student clubs and organizations

7.1.3.1.2. Space will be made available to outside organizations other than for commercial solicitations when use does not conflict with scheduled College functions.

7.1.3.1.3. The College regulates any use of its buildings and grounds for solicitation.

7.1.3.2. Reservation Process: The following procedures apply to reservations requested by or for individual faculty, staff or students, registered student organization or non-college entities:

7.1.3.2.1. Advance reservations are required for the use of any College building. Advance reservations are also required for the use of College grounds but only if use of grounds is likely to affect pedestrian or motor vehicle traffic. Examples of situations where use of grounds would likely affect pedestrian or motor vehicle traffic would include, but not be limited to, the erection of temporary displays, use of free-stranding signage, tents, booths, or tables, the use of seating, use of College owned equipment, or other uses that present a heightened security risk.

Normal leafletting activity described below would not require an advance reservation.

7.1.3.2.2. Those requesting a reservation of College buildings or grounds should contact the President's office to determine location and availability, as well as any specific policies applicable to that location. Those requesting reservations of College buildings or grounds must complete the Application for Permit to Use North Central Missouri College Common Area/Facilities Form ("Application for Permit") and submit it to the Business Office.

7.1.3.2.3. For reservations of College buildings, the Application for Permit (found in the business office) must be submitted at least three (3) days prior to the event. When a reservation is required for use of College grounds, the Application for Permit must be submitted at least one business day prior to the event.

7.1.3.3. Areas Open for Use

7.1.3.3.1. Designated College buildings and grounds are available for eligible users during normal College hours which are generally defined as 8:00 am to 4:30 pm Monday through Friday. Overnight use of College buildings or grounds is not permitted. The College is closed during certain times throughout the year for holidays and semester breaks and use of College buildings and grounds is not permitted during these times. Any exceptions to this policy must be authorized by the President.

7.1.3.3.2. A fee will be charged for the buildings used depending upon the setup required, equipment needed, and the room utilized. Those requesting a fee schedule should contact the Business Office.

7.1.3.3.3. The following groups or types of events are exempt from paying a fee unless the activity requires additional or out of the ordinary expenses on behalf of the College, or the organization charges any admission fee: a) Student-sponsored organizations or activities: Any student group officially recognized by the College and not charging an admission fee. Student-sponsored organizations may also co-sponsor outside organizations with prior approval by the Dean of Student Services; b) College-sponsored groups or activities: Institutions or groups providing services for College students or employees; c) Guests and invitees of College departments: Organizations and groups invited for financial, educational or relational reasons. Examples might include a local service organization invited to hold a regular member meeting, or a community group invited to utilize a room and tour the building.

7.1.3.3.4. All other organizations or events will be charged the designated amount unless the President's office deems otherwise.

7.1.3.3.5. All reservations will be coordinated by the CFO's office and the appropriate building manager. Reservations are on a first-come, first-serve basis. All food and beverage service shall be coordinated and approved through the area coordinator. The College reserves the right of first refusal to be sole provider of

food and beverage needs through their contracted services. College administration reserves the right to prevent uses that would result in excessive wear and tear, provide safety or security risks. All users will be responsible for picking up trash and returning the space used to its original condition. Additional fees may be charged for cleanup beyond normal usage.

7.1.3.4. Distribution of Pamphlets, Leafletting and Other Written Materials

7.1.3.4.1. The distribution of non-commercial newspapers, notices, pamphlets, leaflets, and other printed material is permitted on College grounds. The distribution of the materials must not interfere with the orderly conduct of College affairs, the maintenance of College property and the free flow of traffic and persons.

7.1.3.4.2. Distributing materials on parked vehicles or otherwise leaving materials unattended is expressly prohibited.

7.1.3.5. Responsibilities of Users

7.1.3.5.1. Users of buildings and grounds will be required to comply with College policies, which include the prohibition of tobacco use, alcoholic beverages, controlled substances or firearm possession of any kind in any College building or on College grounds. All users are also required to comply with all federal, state, and local laws that apply to the College.

7.1.3.5.2. No use of College buildings or grounds may exclude individuals on the basis of political preference, race, sex or creed. College buildings and grounds will not be used regularly, or other than temporarily on an ad hoc or emergency basis by any church or non-College religious organization for religious worship, or for the teaching or indicating of any of the tenants or doctrine of such religious organizations.

7.1.3.6. When any College building is used, a certificate of general liability insurance may be required naming the College as an additional named insured with minimum limits of liability in the amount of $1,000,000 and $3,000,000 per occurrence. In certain instances, the College may require proof of additional insurance as necessary for a unique situation, and users agree to comply with this request. A certificate evidencing such general liability insurance, and any other applicable insurance, shall be furnished to the College prior to use of the building. Notwithstanding the insurance certificate, users must agree to indemnify and hold harmless the College from any and all claims, demands, costs, judgments (including attorney's fees), arising out of or relating to the acts or omissions of users or its representatives using the buildings, and users must execute an indemnity agreement along the lines described in this paragraph.)

7.1.3.7. Prohibited Conduct

7.1.3.7.1. College buildings, grounds or services may not be used for any activity or event which materially disrupts the learning environment of the College, interferes with regular academic programs, substantially impedes normal

operation of the College or infringes on the individual rights of those who study or work on the campus.

7.1.3.7.2. The use of amplification equipment will not be permitted on College grounds or in College buildings under circumstances which would interfere with the learning environment required for instruction and study or which would interfere with the individual rights of those living or working on or near the campus.

7.1.3.7.3. Any conduct violating federal, state, or local law.

7.1.3.7.4. Inciting or participating in violent behavior.

7.1.3.8. Appeal Process: Appeals of a denial of a use request may be made in writing within five (5) business days of the denial to the President or his or her designee. Such appeal may address a denial of an application for use or the specified conditions of approval of the use. The decision of the President or his or her designee shall be final.

7.1.3.9. Consequences of Unauthorized Use: Unauthorized use of institutional grounds, and other resources may violate this Policy, other applicable College Policies, and civil and criminal laws. A demonstrated violation of policy may result in disciplinary or legal action against violators. In addition, the College reserves the right to promptly discontinue unauthorized uses, without compensation - to persons, groups, or organizations acting in violation of this Policy.

7.1.3.10. Contacts: All questions related to this Policy should be directed to the President's Office.

7.1.4. Definitions: "Grounds," "outside grounds" or "ground" shall mean all areas owned, or leased by the College, or under the College's control, outside of a building.

7.1.5. Authority: This policy is maintained under the authority of the President of NCMC.

7.1.6. Related Policies: Advertising and Solicitation

7.1.7. Implementation: Purpose, procedures, responsibilities and definitions approved and adopted by the President's Cabinet in September 2015, *approved 10/27/15.*

7.2. **Prohibited Substances**: Any violations of these rules may result in disciplinary actions.

7.2.1. Alcoholic beverages may not be brought onto College property, except designated rental properties. Any violation of this rule may result in disciplinary action.

7.2.2. No tobacco products are allowed on NCMC's campuses.

7.3. **Recycling and Waste Reduction**: North Central Missouri College will participate in recycling and waste reduction programs.

7.4. **Biohazard Medical Waste**: The biohazard medical waste policy is designed to protect students, visitors, personnel, those transporting the waste, and the community from exposure to pathogenic microorganisms. Any procedure for this policy will meet or exceed all federal, state, and local regulations regarding biohazard medical waste.

7.5. **Firearms Policy**: Except for licensed/accredited police officers, no person shall possess or carry any firearm, visible or concealed, on College property (including college buildings, grounds, leased or owned by the College, College athletic fields, and parking lots), or in any College van or vehicle, or at College-sponsored activities. No College official or employee may give consent under Missouri statute for any person, other than a licensed/accredited police officer, to carry a concealed firearm into any College facility, property, or activity, except as described below. College employees who hold concealed carry weapon endorsements, as allowed by Missouri law, may not carry or bring any firearm, visible or concealed, on College property, owned or leased, or at any College activities. Firearms for use in artistic expression, academic endeavors, ceremonial purposes, or other purposes related to the College's mission may be allowed with prior approval by the College President.

7.6. **Pandemic Response Policy**: *entire section added 3/24/20* see also 3.20, Health and Wellness, Control Measures for Spread of Illness and Disease Contamination

7.6.1. Ten days (75 hours) of paid emergency leave to be made available for current full-time employees in the case of an employee who is unable to work due to the need to care for a minor and/or qualifying child if the child's school or care facility has been closed or is unavailable due to a pandemic. This leave would be made available immediately and would be used in conjunction with existing federal leave, or personal/vacation/sick leave provided by the College. Federal legislation enacted April 2, 2020 provides for some additional leave.

7.6.2. The sudden and unexpected nature of a pandemic can create significant economic uncertainty. When the campus is on lock-down and operations continue as usual but remotely, noting the exception of units whose operations can only be conducted via on-site employee presence, full-time and permanent part-time employees will be paid as usual. Other part-time employees will not be paid as their work is not needed during a pandemic lock-down. This measure will provide stability for full-time and part-time employees when the College closes or operates in an alternative manner (such a pandemic or natural disaster such as a tornado or earthquake) for an extended period of time.

7.6.3. Explicit authority is granted to the College President to close the campus and/or assign employees to work from home if needed as the result of an emergency.

7.6.4. Authority is granted to the College President, not to exceed 45 days without express Board of Trustees reauthorization, to enact other student or personnel policies necessary to meet public health objectives as a result of a pandemic. Any and all emergency procedures enacted as a result of this measure shall be reported to the Board of Trustees as soon as possible and shall remain in effect no longer than 45 days without express Board action.

Grievance Report Form
North Central Missouri College

Aggrieved Person _____ Date Filed _____

Subject Area _____

1. Date grievance occurred _____

2. Statement of Grievance:

3. Manual Section allegedly violated, misinterpreted, or misapplied:

4. Action requested or relief sought:

_____ _____

Signature of Grievant Date

Grievance Step 1

1. Decision of Dean:

_____ _____

Signature of Dean Date

2. Grievant's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to the next step of the grievance procedure.

_____ _____

Signature of Grievant Date

Grievance Step 2

1. Date received by President or designee: _____
2. Decision by President or designee:

_____ _____

Signature of President or designee Date

3. Grievant's response:

_____ I accept the above decision.

_____ I hereby refer the above decision to the next step of the grievance procedure.

_____ _____

Signature of Grievant Date

Grievance Step 3

1. Date received by the Board of Trustees: _____
2. Decision of the Board:

_____ _____

Signature of the President of the Board Date

ATHLETIC DRUG TESTING CONSENT FORM

North Central Missouri College

Each student participating in the North Central Missouri College athletic program shall be provided with a copy of the "Athletic Drug Use Testing Policy" and the "Athletic Drug Testing Consent Form", which shall be read, signed and dated by the student athlete, parent or custodial guardian and coach before the student shall be eligible to practice or participate in any athletic program. The consent shall provide a sample as chosen by the random selection basis and at any time requested to be tested for illegal drugs, prescription and over-the-counter drugs used in an abusive manner, performance-enhancing drugs and alcohol. No student shall be allowed to practice or participate in any athletic program until the student has returned the properly signed Drug Testing Consent Form.

_____ _____ _____

Student's Last Name First Name Middle Name

Social Security Number (optional): _____

I understand after having read the "Athletic Drug Use Testing Policy" and the "Athletic Drug Testing Consent Form" that out of concern for my safety and health, the North Central Missouri College enforced the rules applying to the use of illegal drugs, prescription and over-the-counter drugs used in an abusive manner, performance-enhancing drugs and alcohol. I realize that the personal decisions that I make daily in regard to the use of illegal drugs, prescription and over-the counter drugs used in an abusive manner, performance-enhancing drugs and alcohol may affect my health and well-being as well as the possible endangerment of those around me and reflect upon the North Central Missouri College athletic program with which I am associated. If I choose to violate college policy regarding the use of illegal drugs, prescription and over-the-counter drugs used in an abusive manner, performance-enhancing drugs and alcohol, I understand that I will be subject to the restrictions of my participation as outlined in the policy.

Furthermore, I understand that the financial assistance I am receiving to support my participation in athletics may be terminated as a result of the enforcement of this policy.

_____

Signature of Student Date

We have read and understand the North Central Missouri College "Athletic Drug Use Testing Policy" and the "Athletic Drug Testing Consent Form". We desire that _____ participate in athletics provided by North Central Missouri College, and we hereby agree for him/her to be subject to its terms. We accept the method of obtaining samples, testing and analysis of such specimens, and all other aspects of the program. We further agree and consent to the reporting of the results as provided in the program. Furthermore we understand that said student's scholarship may be eliminated as a result of the enforcement of the policy.

_____ is taking or has taken the following medications in the last 96 hours (4 days):

_____

_____

_____

Signature of Parent: _____

Date: _____

ATHLETIC DRUG TESTING HOSPITAL FORM

North Central Missouri College

Date: _____

Authorization for Wright Memorial Hospital to bill North Central Missouri College for the collection of a Urine Drug Screen on:

Student Name _____

DOB: _____

SSN: _____

(mark one)

____5 Panel Urine Drug Screen* ____5 Panel Urine Drug Screen plus Ethanol

____10 Panel Urine Drug Screen ____10 Panel Urine Drug Screen plus Ethanol

_____

Authorized Signature

North Central Missouri College
1301 Main Street
Trenton, MO 64683

Grievance Report Form

North Central Missouri College

Aggrieved Person _____ Date Filed _____

Subject Area _____

Date grievance occurred _____

Statement of Grievance:

Faculty Manual Section allegedly violated, misinterpreted, or misapplied:

Action requested or relief sought:

_____ _____

Signature of Grievant Date

Grievance Step 1

Date received by Dean and/or Vice President of Institutional Effectiveness : _____

Decision of Dean and/or Vice President of Institutional Effectiveness :

_____ _____
Signature of Dean Date

_____ _____
Signature of Vice President of Institutional Effectiveness Date

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Grievant's Response:

_____ I accept the above decision.
_____ I hereby refer the above decision to the next step of the grievance procedure.

_____ _____
Signature of Grievant Date

Grievance Step 2

Date received by President or designee: _____

Decision by President or designee:

_____ _____

Signature of President or designee Date

Grievant's response:

_____ I accept the above decision.

_____ I hereby refer the above decision to the next step of the grievance procedure.

_____ _____

Signature of Grievant Date

Grievance Step 3

Date received by the Board of Trustees: _____

Decision of the Board of Trustees:

_____ _____

Signature of the President of the Board Date

NORTH CENTRAL MISSOURI COLLEGE FACULTY SENATE CONSTITUTION

Preamble: To provide for regular and effective faculty participation in the governance of North Central Missouri College, this constitution is drawn in the interests of democratic cooperation and collegially shared governance.

Article I

Name

The name of this organization shall be the North Central Missouri College Faculty Senate.

Article II

Powers

The Faculty Senate shall have the right of review and recommendation in regard to the following:

1. formulation of institutional aims.
2. all curricular modifications including course and program development and course and program changes.
3. requirements for admission, residency, graduation, honors and scholastic performance in general, including approval of candidates for degrees.
4. policies of appointment, dismissal, and promotion of personnel, and

5. technology for instruction and student learning.

5. general faculty welfare.

Provided, however, that actions taken by the Faculty Senate shall be subject to the authority of the Administration and the Board of Trustees in matters involving finance, personnel, and general College policy.

Article III

Membership

Voting members shall be all faculty members whose contracts are based on a full-time faculty salary schedule including librarians and counselors unless they be assigned majority time as administrators.

Those faculty members who are not contracted on a full-time faculty salary schedule shall be non-voting members entitled to attend all general Senate meetings. Non-voting faculty may elect one member to attend each Standing committee meeting.

Article IV

Meetings

Frequency:

The Senate shall have a minimum of two regular meetings each semester.

Format:

Each Senate meeting may be held in person, hybrid, or virtually as long as it is synchronous.

Special Meetings:

The Senate president or a majority of the Voting members may call special meetings as needed whether College is in session or not.

Agenda:

An agenda shall be prepared by the Senate president for each meeting and distributed to the membership prior to the meeting.

Minutes:

An account of the Senate's proceedings shall be available on the North Central Missouri College Intranet.

Article V

Officers

The officers shall be a president and vice-president.

The vice-president shall be elected at large from nominees selected by a nominating committee and placed on a ballot, which shall also provide for a write-in vote. Nominations may be made

from the floor. When possible, the nominating committee should select two candidates for the position of vice-president. The vice-president becomes the president-elect.

The Senate president shall serve a one-year term of office.

The Senate president and vice-president may not be members of the same instructional division.

The election shall be held at the second to last regular Senate meeting during the Spring semester. Officers shall assume office immediately following the announcement of election results at the last regular Senate meeting of the Spring semester.

With the advice and consent of the Senate, the president shall appoint a secretary.

Vacancies:

Vacancies shall be filled as follows:

1. If the Senate presidency becomes vacant, the Senate vice-president succeeds.
2. If the Senate vice-presidency becomes vacant, a new Senate vice-president shall be elected at-large from the Senate, at the next regular or special meeting, with nominations being made from the floor. The vice-president thus elected is not necessarily the president-elect, and a president and vice-president shall be elected at the last meeting of the spring semester.
3. If both offices become vacant, a meeting called by a majority of voting members shall convene; a president-pro tem shall be elected whose sole duty is to preside over the election of an interim president and vice-president, who shall serve until the last regular meeting of the Spring semester at which time a president and vice-president shall be elected.

Article VI

Committees

The Senate shall have seven standing committees-- Institutional Aims, Curriculum, Student Concerns, Faculty Standards, Faculty Negotiations, Technology and Nominating.

Formation:

1. The need for Special Committees shall be determined by Senate action. The members of Special committees shall be appointed by the Senate president.

2. The Nominating committee shall prepare nominations for members of the other six Standing committees, which will be recommended by the Senate president and confirmed by the Senate.

Composition:

Standing and Special Committees shall be composed of members from each division.

Article VII

Amendments:

This constitution may be amended by a two-thirds vote of those present and voting at a Senate meeting, provided that 1) the amendment proposed is submitted in writing at a previous meeting of the Senate, 2) the vote on the amendment is specifically announced in a call for the meeting at which the action on the proposed amendment is to be taken, and 3) the meeting at which the vote is taken is at least one week after the meeting at which the amendment was read. The Board of Trustees must approve all Amendments.

Article VIII

By-laws

By-laws may be added to this constitution by a two-thirds vote of those present and voting at a Senate meeting, provided 1) the by-law proposed is submitted in writing at a previous meeting of the Senate, 2) the vote on the by-law is specifically announced in a call for the meeting at which the action on the proposed by-law is to be taken, and 3) the meeting at which the vote is taken is at least one week after the meeting at which the by-law was read.

Article IX

Rules of Procedure

Robert's Rules of Order, newly revised, shall govern the deliberation of the Senate meetings when not in conflict with the Senate's constitution and its by-laws.

Article X

Ratification

This constitution shall be established and operative when ratified by two-thirds of the voting faculty of North Central Missouri College and approved by the Board of Trustees.

NORTH CENTRAL MISSOURI COLLEGE FACULTY SENATE CONSTITUTION

By-Laws:

1. Standing Committees

Nominating Committee: The Nominating committee shall be composed of one member elected from and by each Instructional division. The Senate president shall initiate action in each division for selection of a Nominating committee. The Nominating committee will prepare its slate of nominees prior to the last regular meeting of the Spring semester. The Nominating committee is responsible for conducting the election of the Senate vice-president and submitting to the Senate president a tally of the vote. This committee will also nominate members of the other Standing committees at the last regular meeting of the school year, or, if a committee position becomes vacant, at the meeting following the occurrences of the vacancy.

The Senate shall have five other Standing committees, each responsible for one of the purposes of the Senate as stated in Article 1. All Voting members of the Senate (including members of the Nominating committee) shall serve on one of these five committees. The Senate president and vice-president may serve as a member on a Standing committee. The Standing committees and their general areas of responsibility shall be as follows:

INSTITUTIONAL AIMS: This committee’s responsibilities shall include but not be limited to representing faculty interest in College budget, mission and goals, campus planning, calendar, and administering faculty development funds.

CURRICULUM: This committee’s responsibilities shall include but not be limited to representing faculty interest in College course and program development including continuing education.

STUDENT CONCERNS: This committee’s responsibilities shall include but not be limited to representing faculty interest in student grievances, the athletic program, bookstore operation, admission, residency, graduation, honors requirements, and approval of degrees.

FACULTY STANDARDS: This committee's responsibilities shall include but not be limited to representing faculty interest in appointment, dismissal, and promotion of personnel, improvement of instruction, and faculty development.

FACULTY NEGOTIATIONS: This committee's responsibilities shall include but not be limited to representing faculty interest in faculty grievances and salary proposals.

TECHNOLOGY: This committee's responsibilities shall include but not be limited to representing faculty interest regarding technology, coordinating information of standing and ad hoc Technology-related committees, addressing IT issues and policies of importance to the faculty and administration, and serving in an advisory capacity to the CIO.

Procedures:

Standing committees shall meet and organize during the week prior to the opening of the fall semester. Thereafter committee meetings shall be called by the committee chair as needed. Special committee meetings shall be called by the committee chair.

Organizations:

1. Standing committees shall elect their chairs and/or co-chairs and recorders.
2. Special committees shall have their chairs appointed by the president. The recorder shall be elected by the committee.

Reports:

Standing and Special committee reports shall be made to the Senate at all regular and at special meetings if requested by the Senate president. Minutes of committee meetings and committee recommendations shall be available on the North Central Missouri College Faculty Senate virtual portal. In addition to a majority recommendation, one or more minority recommendations may be filed.

Quorum:

A number equal to twenty-five percent of the number of Voting Faculty at the beginning of the academic year shall constitute a quorum for business at a Senate meeting, Special committee, or Standing committee meeting.

Meetings:

The first regular meeting of the fall semester shall be held the week prior to the opening of that semester. The first regular meeting of the Spring semester shall be held within thirty days of the start of the Spring semester. The last regular meeting of the Fall and of the Spring semesters shall be held within the last thirty days of the semester.