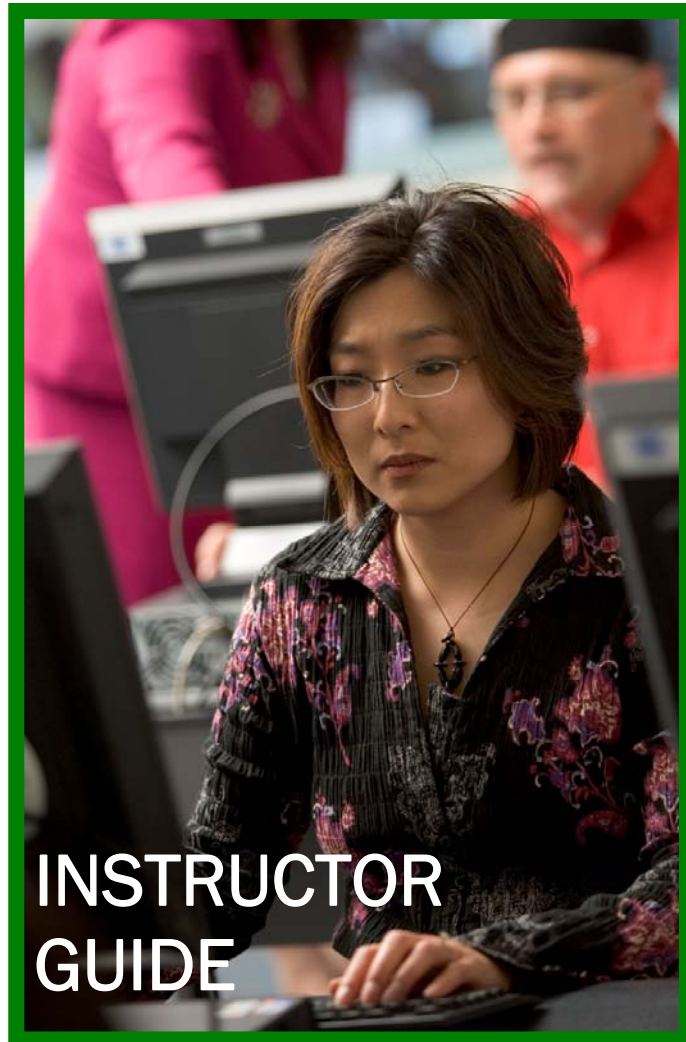


CONTINUING EDUCATION / CUSTOMIZED TRAINING

North Hennepin Community College

August 2007



**INSTRUCTOR
GUIDE**

Welcome

Dear Instructor,

Welcome to Continuing Education & Customized Training (CECT) at North Hennepin Community College. On behalf of the entire CECT team, thank you for your individual contribution to the success of our students and community partners and to the success of CECT as a provider of top-quality educational seminars, training and consulting services.

In an effort to assist you, the CECT team has put together a procedure manual that will answer a number of general questions regarding basic classroom policies and procedures, contracts and pay, client relationship, and other related issues. We hope this manual will assist you as you prepare for your teaching duties as well as the administrative duties that accompany your role in helping to create a great learning experience for our customers.

Please feel free to contact me or other appropriate CECT staff regarding any questions you may have or to clarify any issues not addressed in this manual. You will find a directory of staff names and numbers on page 2.

Welcome and thank you again for being part of the Continuing Education & Customized Training team at North Hennepin Community College. I look forward to a long and mutually beneficial relationship and wish you many successful experiences.

Sincerely,

Elisabeth Iribe
Director, Continuing Education & Customized Training



North Hennepin
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Mission Statement and Goals

Mission:

We collaborate with diverse learners, businesses, and communities to develop and maximize professional skills and personal growth.

Goals:

- To provide high quality, low-cost solutions to employee training and development
- To offer programs and services focused upon the needs of our constituents and custom-tailored to their needs.
- To provide current, up-to-date information regarding industry training trends and needs for our clientele.
- To enhance the economic development of the communities we serve.



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CECT Contacts

General Number	763-424-0880
After-Hours Emergency Staff Contact	612-703-0893
Fax Number	763-424-0889
E-mail	cect@nhcc.edu
Website	www.nhcc.edu/cect
Class Status website	www.nhcc.edu/cect/teach
NHCC Help Desk	763-424-0957 helpdesk@nhcc.edu
NHCC Security	763-424-0807
NHCC Operational Status hotline <i>In the event of severe weather or public health crisis</i>	763-488-4880
Workforce Center (WFC) General Number	763-536-6000
WFC After-Hours Emergency Staff Contact	763-536-6016

The following list of CECT staff includes the area(s) of responsibility that are most likely to affect contract instructors:

Name	Area	Phone
Penny Terry	General questions- day	763-493-0880
Shelley Aubin	General questions- evening	763-424-0880
Mel Moua	Public class administration	763-424-0888
Jackie Root	Customized class administration	763-493-0567
Susan Schmidt	Invoices and contracts	763-424-0958
Jaime Boretski	Master schedule	763-493-0501
Heidi McManus	Customized Training Sales	763-493-0580
John Grozik	Customized Training Sales	763-424-0880
Elisabeth Iribe	Director of CECT	763-424-0890

Communications

Continuing Education & Customized Training is especially proud of our high level of customer service and real-time response to requests for training. In order to do that it is essential that we know your current e-mail, cell phone, business phone and fax numbers. We do our utmost to communicate with you, clients, and students on a timely basis in whatever method you prefer. Also, we ask that you keep us informed as to your progress on any assignments and that you answer CECT inquiries about your availability as quickly as possible.

When you accept an assignment to teach or consult for us, you agree to represent North Hennepin Community College's Continuing Education & Customized Training as a colleague and employee. We rely on you to speak positively about the college and CECT and to use the pronoun "we" to indicate that you are connected with the college. We are proud to have you represent us and we want you to be proud of us as well. Therefore, in the event that a concern arises, it is vital that you immediately address it in an appropriate manner. Recognizing that our reputations are very closely linked, discretion and confidentiality must be maintained at all times; please do not discuss concerns with or in the presence of any client, student or other instructor. Please present any issues of concern directly to the CECT Director or appropriate staff member.

All additional assignments that result from your teaching or consulting for us stem from both your fine efforts and our extensive marketing. Our strategy is to offer open enrollment (public) classes that will generate customized training or consulting contracts and vice versa. We expect you to notify us should a client approach you for additional classes as a result of training that you have done on our behalf.

Because communication is the cornerstone of our client and student relationships, failure to abide by any of the above policies may result in immediate discontinuation of our relationship and any outstanding contracts.



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Contracts and Payment

Equal Opportunity Employment

NHCC Continuing Education and Customized Training is an equal opportunity employer and enters into contracted agreements with instructors on the sole basis of their professionalism, subject matter expertise, and ability to teach adult learners.

Categories of Employment

As an instructor or consultant you may be contracted with CECT for

- i. Public courses (also called open enrollment classes) that are held on campus or at the Minnesota Work Force Center;
- ii. Customized training courses and grant courses that are held at a client's site or on campus;
- iii. Consulting services that are usually conducted at a client's location

Payment

Payment will not be processed until an attendance roster, student survey forms, invoice and signed contract have been received by CECT. If you are an instructor or consultant who is not on the state payroll system, taxes will not be withheld and all tax liability is your responsibility. *(Please note that instructors that are state employees will be paid through the state payroll)*

Specific instructor pay is based on individual contract rates and could also be determined in part by total course enrollment, course production expenses, marketing and promotion expenses as well as administrative costs.

Invoices

Payment for instruction or consulting services is not automatic. A separate invoice must be submitted for each specific consulting project or class taught. Invoice forms are provided by CECT. All invoices presented for payment must include the date the service was rendered (i.e. date of the class) and the specific service rendered (i.e. class name). It is your responsibility to submit an invoice at the completion of each class. No payment will be made without a signed contract and invoice. Moreover, invoices that differ from the signed contract will need to be approved and/or a new contract signed before payment is sent. Please submit your invoices on a timely basis, within 30 days of the end of each class. Once CECT receives your invoice, you can expect payment within two to four weeks.



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Errors in Payments and Contracts

Please contact Susan Schmidt at 763-424-0958 regarding any errors in pay, reimbursement or contracts. Be sure that you have documentation and can describe the error in precise detail.

Hours and Attendance

You will be paid for the hours listed on your contract for teaching or consulting. For customized training assignments you are expected to provide one hour of consulting services free of charge to the client for the initial client meeting in order to plan specific instruction or consultant project details. As a contracted instructor or consultant you are expected to be the sole provider of the services to clients of Continuing Education & Customized Training and are not allowed to subcontract these services to other instructors or consultants.

Instructor Course Files

Copies of course objectives, outlines and descriptions, student evaluations, student or client letters of appreciation, and other related information will be held in your CECT instructor course file.

CECT Class Cancellation Policy

Any class may be cancelled at CECT's discretion. Cancellation decisions can be made up to the course date. However, most course cancellations will occur no later than two days prior to the start of the first session. Please regularly check the class status website at www.nhcc.edu/cect/teach.

Severe Weather Class Cancellation Policy

When severe weather conditions exist, please contact NHCC's operational status hotline at 763-488-0488 or tune to the following media outlets to verify whether or not classes are running: WCCO radio, 830am, WCCO Channel 4 or KSTP Channel 5.

Instructor Emergency Class Cancellation

If you must cancel a class due to an unforeseen emergency, it is your responsibility to notify CECT (and the client company, if applicable) not less than twenty-four hours prior to the class start time. A voice mail will not be considered sufficient notice; direct contact with CECT personnel must be made. Please refer to the contact list on page 2 of this manual. If appropriate notification is not received, an official letter of warning will be sent to you and placed in your file. Any repeat offense will result in immediate termination of contract employment.



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Pre-Class Checklist

Presentation Standards

North Hennepin Community College's Continuing Education & Customized Training division is a premier provider of technical training and promotes technical expertise for the students as well as instructors. The image we leave with our students is vital to everyone's success. As an instructor, you are encouraged and expected to use up-to-date presentation tools (PowerPoint presentations versus overhead projection), have current technical skills and working knowledge of "smart" classroom equipment. If you have concerns that you may not be as current as you should, please let us know well in advance of your first class and we will work with you to get you to a proficient and comfortable level.

Submission of Course Outline

CEU award standards require you to submit a course outline and objectives for each class that you teach through CECT. Course outlines should include a brief summary of the introduction, main points and conclusion of the topic to be taught. You will also be asked to submit a brief description of the course for the CECT training schedule and other promotional materials. Course descriptions should highlight the features of each course and describe the benefits that students will receive from attending. If you will be teaching a new course, you are asked to submit a course outline, objectives, course description, and student benefits at least three months prior to the first course session.

Ordering Books

Any textbooks or materials that are needed for class must be submitted for approval no less than five weeks in advance to ensure that they are available for the first class session.

Copying Materials

Any handouts or training materials that will be used in class must be submitted to Continuing Education & Customized Training two weeks in advance. Also, you must indicate on the class checklist if material copies are to be duplicated by CECT. This guarantees that copies will be available to students on the scheduled day of class. This is extremely important due to the large number of courses and seminars we coordinate. Your respect for CECT staff time is appreciated.

Please note: Copyrighted materials are the sole responsibility of the instructor. CECT will not make copies of copyrighted materials.

The CECT copy machine is not to be utilized by instructors.

Copying charges will not be reimbursed if you use an outside copy service or if you do not meet the two-week advance copy notice required by CECT. Use of any outside



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copy service must be approved prior to the copy service rendered to ensure quality standards.

All material cover sheets will be prepared by CECT staff on a CECT program sheet with course title, instructor name, and if for customized training, the name of the client company (e.g. Supervisory Excellence for XYZ Company by XYZ Instructor). Please do not include your company logo or information.

Technology Requests

Please contact CECT for all computer needs *at least four weeks prior* to the first class session. For classes that will be held at NHCC, you will need to fill out the class checklist and indicate any audio/visual equipment requirements for your class at least four weeks prior to the first class session.

Customized Training only: Unless otherwise agreed upon, it is your responsibility to pick up and set up laptop computers when teaching on-site at the client's location.



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Classroom Policies

Classroom Setup

Please arrive at least one half hour early to ensure that your classroom is properly set up. If there are problems with the computer lab set-up, the number for Technology Support is posted at the instructor station. If you have specific equipment or room setup requests, please submit no less than four weeks prior to class. (See previous page.)

Positive Student Comments

Throughout any class or seminar, please be aware of any comments that students make. Also, ask students to inform either you or CECT personnel of any future successes that result from skills learned in class. These comments and any future feedback are an important tool in gauging the popularity and effectiveness of a class. They can also be used as testimonials to the effectiveness of a class in future course descriptions and marketing materials. When especially significant comments are made, please ask students to include them on their satisfaction surveys.

Personal Appearance

As an instructor you are expected to be well groomed and appropriately dressed (business or business casual) when conducting classes or consulting.

Absence and Tardiness

All classes should start on time. Please do not delay the start of class for tardy students unless more than one quarter of the class is missing. Please notify CECT staff of any student who is not present for the entire class.

In the event of an unforeseen incident that will delay *your* arrival and possibly prevent a class from starting on schedule, you must contact CECT or the client company as soon as possible. For procedure, please refer to Emergency Cancellations on page 5.

Offensive Behavior

Offensive or disruptive behavior should not be tolerated during class and should be reported immediately to CECT staff (and to the client company representative, in the case of customized training.) Behavior that is insulting, demeaning, or rude will be grounds for removing the student from class. Please refer to NHCC's Student Code of Conduct manual at the end of this guide for appropriate policies and procedures.

Instructor – Student Interactions

To avoid confusion, we ask that instructors do not advise students regarding CECT policies. Direct students to a CECT staff member if they have questions or concerns regarding our classes and policies (discounts, retakes, transfers, cancellations, missed classes). All interactions between you and your students should be on a friendly but professional level. Avoid too much self-disclosure or becoming too personal with students as this makes it difficult for them to be objective when evaluating both the



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course and quality of instruction. Please refer to NHCC's Student Code of Conduct manual at the end of this guide for appropriate policies and procedures.

Harassment/Discrimination

Harassment or discrimination of any type will not be tolerated and should be reported immediately to the client and /or CECT personnel. Also, any jokes or comments of a sexual nature among students should be discouraged immediately. Please refer to NHCC's Student Code of Conduct manual at the end of this guide for appropriate policies and procedures. North Hennepin Community College adheres to the MnSCU 1.B.1 Nondiscrimination in Employment and Education Opportunity policy. The policy can be reviewed at <http://www.mnscu.edu/board/policy>.

Conflict Resolution

If you witness offensive behavior or harassment during class, or recognize a situation that is becoming potentially offensive, you should attempt to intervene and de-escalate the situation if possible. If you are having difficulty dealing with a specific situation, you should call for a break and then contact CECT personnel or the Customized Training Representative. Please refer to NHCC's Student Code of Conduct manual at the end of this guide for appropriate policies and procedures.

Certificates of Completion/ CEU's

Upon successful completion of a course or seminar, each student will receive a certificate of completion. These certificates list the name of the seminar and the amount of Continuing Education Units (CEU's) granted. Each certificate should be signed by you and presented to the student upon successful completion of the course. Students will not earn CEU's if they miss a considerable amount of class time unless all of the major educational goals and objectives of the class have been met during the time they were in attendance. Please notify CECT staff of any student who is not present for the entire class.

Smoking

North Hennepin Community College is considered a smoke-free facility; smoking is only allowed in designated outside areas. Students are free to smoke, during their normal class break, in designated outdoor smoking areas. Also, in regard to training or consulting that takes place at the client's place of business, the client's smoking rules and smoking breaks will be followed.

Policy Violations

Any violation of student policies should be brought to the attention of CECT staff or the client, if applicable. You are expected to use your professional judgment and the correct course of action in reporting or de-escalating any violations of the classroom policies listed above.



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Post-Class Checklist

Student Satisfaction Survey

Student survey forms, located in the instructor folder, should be handed out at the conclusion of a class or seminar and filled out as completely as possible by the students. Please leave the room while students are completing evaluation forms.

For open enrollment classes, completed evaluation forms may be submitted to the front desk staff or Open Enrollment Coordinator. For contract classes, evaluation forms should be delivered to CT personnel. Evaluation forms must be received before payment can be authorized.

Instructors are encouraged to privately review evaluation forms before submitting them. If you would like to receive a copy for your records, please include a note of request when you return your class packet. Please be sure to share any unwritten student comments and suggestions with the Open Enrollment Coordinator or Director of CECT.

Technical Support Form

Please use this form, located in your instructor folder, to inform CECT staff of any technical difficulties or malfunctioning equipment so that we can place appropriate service or replacement requests.

Instructor Post Event Survey

Please complete this form, located in your instructor folder, at the close of every class or event in which you represent CECT. Your honest and immediate feedback allows us to address any concerns you may have and helps us continue to improve.

Classroom Reset

It is the instructor's responsibility after each class to put the room back in order. Please allow time in your schedule post-instruction to:

- Turn off all A.V. equipment
- Clear white board
- Dispose of any cups, papers, etc.
- Turn off all computers
- Tear off any used flip chart paper
- Shut the door behind you

Client Satisfaction Feedback Form (for customized training only)

Approximately one week after training is completed a CECT representative will contact the client company for feedback and to uncover additional training opportunities.



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Client Relationship

Solicitation of Clients or Students

As a contracted instructor or consultant, you agree to refrain from soliciting clients or students on behalf of your own company while working on or as a result of a CECT assignment. All leads should be directed to a Customized Training Representative for follow-up.

Contractors are prohibited from contracting directly with the company for additional training and services and must make any contact through NHCC with referenced company for any future training or services.

Any training materials that are developed for a client or public seminar and expressly financed through a CECT contract, are the intellectual property of CECT and may not be used without permission from CECT, in any other manner or with other clients or schools.

Sales presentations of books, tapes, or other types of training materials may not be included as part of any training or other service provided to the clients of CECT except in rare circumstances and with prior approval by the Director of CECT.

Confidential Information

All client information that you come across in the course of your work with CECT corporate clients must be considered confidential. Clients expect that any internal issues discussed in a classroom setting or with consultants will remain confidential. CECT expects you to adhere to strict ethical standards and not use any confidential information in an unfair manner.

Ideas and Suggestions

All ideas or suggestions shared by clients or students for customized training or consulting services should be directed to a Customized Training Representative.

Rates and Negotiation

The cost of training or consulting services rendered by CECT to contract clients is completely confidential. You should never quote prices or become involved with the client company in negotiating your rate of pay, any applicable discounts, or the rate charged by CECT. Any questions should be directed to a Customized Training Representative.

Policy Adherence

In order to maintain a successful working relationship with NHCC CECT, all of the above policies must be carefully followed.

Please contact the Director of CECT with any questions or concerns.



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CONTINUING EDUCATION/ CUSTOMIZED TRAINING INVOICE



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NAME _____

INVOICE DATE _____

INVOICE# _____

CONTRACT# _____

I hereby certify that the services listed below have been rendered, that this is my only invoice for these services, and it is correct and just, and that no part of it has been paid.

SERVICE _____

DATE(S) OF SERVICE _____ **FEE:** _____

ADDTL FEES/SVCS _____ **FEE:** _____

TOTAL DUE: _____

Signed _____

Date _____

*All **bold** fields must be completed for processing.

CECT Use ONLY:

Payroll (State EE)? NO YES

Student Survey Forms Received?

Approved by: _____ Date: _____

Supervisor/Coordinator Initials Required

A/F Use ONLY:

Approved for Payment

PO#: _____

Susan Schmidt Date: _____

CC: _____

F.Y. Cost Center Obj. Code Amount Vendor# Contract # P.O. #
2008 1316XX 1560 \$ M-2940021XXXX

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
North Hennepin Community College**

PROFESSIONAL/TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of North Hennepin Community College (hereinafter MnSCU) and:

Name, Address, an independent contractor, not an employee of the State of Minnesota (herinafter CONTRACTOR).

WHEREAS, MnSCU pursuant to Minnesota Statute, Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, MnSCU is in need of professional/technical services, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

I. TERM OF CONTRACT.

This contract shall be effective on Month XX, 20XX or upon the date that the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until Month XX, 20XX, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU's authorized representative.**

II. CONTRACTOR'S DUTIES. The CONTRACTOR will provide PROFESSIONAL/TECHNICAL services for the following:

Service:

Instruction of **Class Name** on **Date** from 8:00AM - 4:30PM for Course #

Dates of Service:

Salary not to \$ /per hour for hours

Exceed :

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MnSCU as follows:

1. Compensation SHALL NOT EXCEED \$

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed \$0 provided that the CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations attached hereto. The CONTRACTOR shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from MnSCU's authorized representative.

3. The **total obligation** of MnSCU for all compensation and reimbursements to the CONTRACTOR SHALL NOT EXCEED \$

B. Terms of Payment:

1. Payment shall be made by MnSCU promptly after the CONTRACTOR's presentation of invoices for services performed and acceptance of such services by MnSCU's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MnSCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MnSCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by the CONTRACTOR upon completion of contract duties. Invoices must be accompanied by class attendance roster and completed student evaluation forms, whenever applicable.

2. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MnSCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code, §7701(b). MnSCU will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MnSCU makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MnSCU does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MnSCU harmless for any taxes owed and any interest or penalties assessed.

3. Entertainers. Pursuant to Minnesota Statute 290.9201, MnSCU is required to withhold a two-percent (2%) tax on the gross compensation, including reimburseable expenses, paid to non-Minnesota entertainers for any performance in Minnesota.

IV. AUTHORIZED REPRESENTATIVES.

A. MnSCU's authorized representative for the purpose of administration of this contract is:

Name: Jaime Simonsen
Address: North Hennepin Community College
7411 85th Avenue N
Brooklyn Park, MN 55445
Telephone: (763) 424-0880
E-Mail: cetc@nhcc.edu

Such representative shall have the final authority for acceptance of the CONTRACTOR's services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The CONTRACTOR's authorized representative for the purpose of administration of this contract is:

Name:
Address:

V. CANCELLATION AND TERMINATION.

A. This contract may be cancelled by MnSCU at any time, with or without cause, upon three (3) days written or via E-mail notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. MnSCU may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VI. ASSIGNMENT.

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MnSCU.

VII. LIABILITY.

The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MnSCU's failure to fulfill the obligations pursuant to this contract.

VIII. WORKERS' COMPENSATION.

The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MnSCU employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MnSCU's obligation or responsibility.

IX. PUBLICITY.

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify MnSCU as the sponsoring agency and shall not be released prior to receiving the approval of MnSCU's authorized representative.

X. MINNESOTA STATUTE §181.59.

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XI. DATA DISCLOSURE.

A. The CONTRACTOR is required by Minnesota Statute §270C.65 to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.

B. For any person hired as an independent contractor, except for those persons whose contract is for less than two (2) months with gross earnings of less than Two Hundred Fifty and 00/100 Dollars (\$250.00) per month and for corporations, Minnesota Statute §256.998 requires that his or her social security number and date of birth be submitted to the Department of Human Services. This information may be used in the enforcement of state and federal child support laws.

XII. GOVERNMENT DATA PRACTICES ACT.

The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MnSCU. MnSCU will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

A. MnSCU shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to MnSCU all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MnSCU, execute all papers and perform all other acts necessary to assist MnSCU to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MnSCU by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of MnSCU's authorized representative.

B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MnSCU at the CONTRACTOR'S expense from any action or claim brought against MnSCU to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MnSCU's opinion is likely to arise, the CONTRACTOR shall, at MnSCU's discretion, either procure for MnSCU the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIV. ANTITRUST.

The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XV. JURISDICTION AND VENUE.

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XVI. AMENDMENTS.

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

XVII. STATE AUDITS.

The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

XVIII. SURVIVAL OF TERMS.

The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Data Disclosure; XII., Government Data Practices Act; XIII., Ownership Of Materials and Intellectual Property Rights; XV., Jurisdiction and Venue; and XVII., State Audits.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed this contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature) Printed Name

Title Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature) Printed Name

Susan Schmidt

Title Date

Senior Account Clerk

3. MINNESOTA STATE COLLEGES AND

North Hennepin Community College

By (authorized signature) Printed Name

Jaime Simonsen

Title Date

Dean of Adult Education and Training

4. AS TO FORM AND EXECUTION:

By (authorized signature) Printed Name

Title Date



Adult Education and Training
Continuing Education & Customized Training
7411 85th Avenue North
Brooklyn Park, MN 55445
cect@nhcc.edu
PH: 763-424-0880
FX: 763-424-0889
www.nhcc.edu/cect

INSTRUCTOR AGREEMENT

I, _____, agree to provide the following instructional services to North Hennepin Community College Adult Education and Training in consideration for the terms listed.

Service:

Rate of Pay

Pmt. Notes

Total Not to Exceed:\$XXX.00

Upon completion of instruction, I will provide North Hennepin Community College Adult Education and Training an invoice which will be paid on State of Minnesota payroll and evaluation forms.

Instructor's Signature

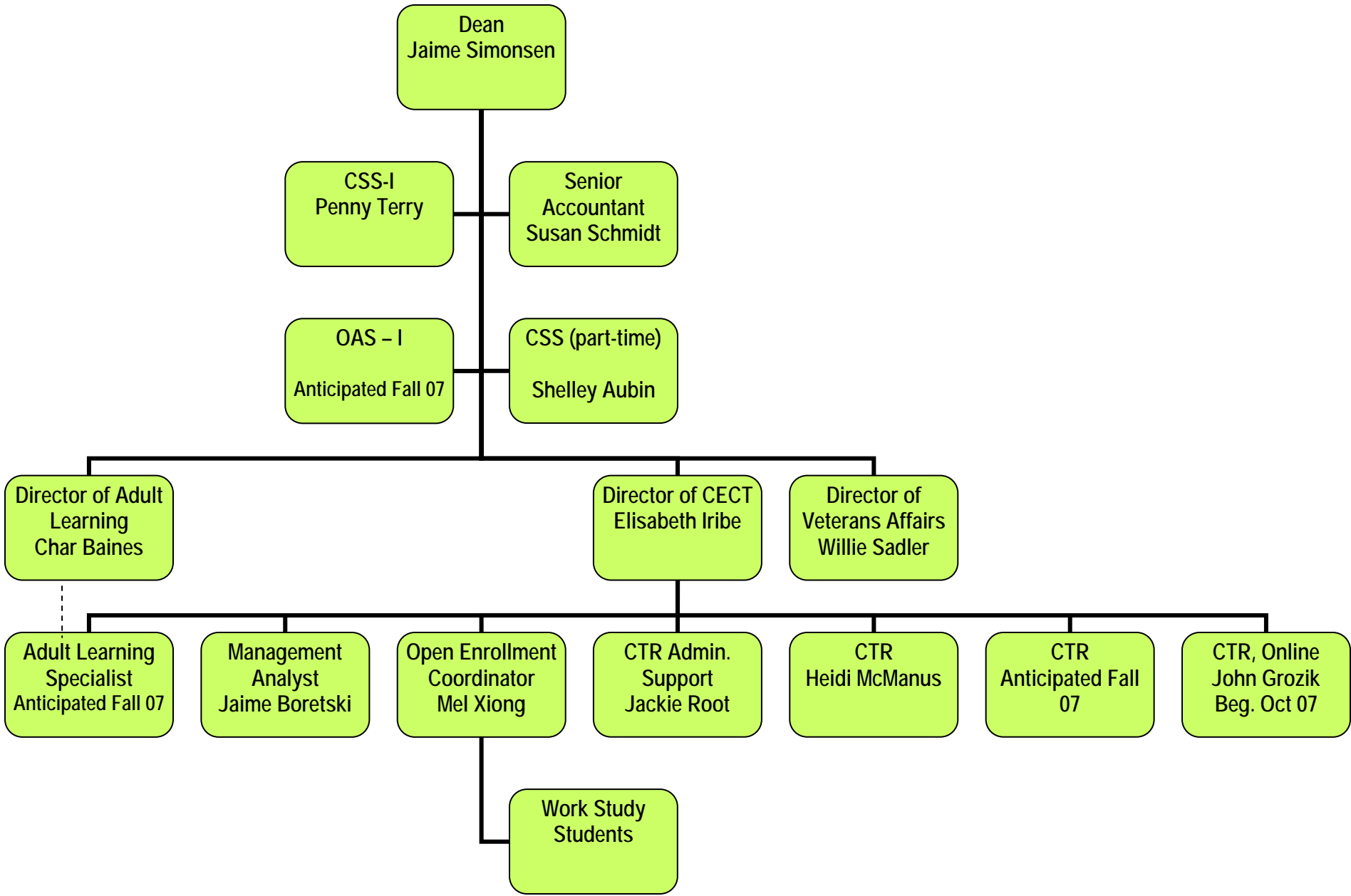
Date

**Jaime Simonsen
Dean of Adult Education and Training
North Hennepin Community College**

Date

FY:	Cost Center:	Amount:	Vendor:	Contract #:
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North Hennepin Community College
Adult Education & Training
Organizational Chart -updated 8/07



NORTH HENNEPIN COMMUNITY COLLEGE

CODE OF CONDUCT FOR STUDENT BEHAVIOR AND ACADEMIC HONESTY

Initiation of a conduct complaint: Any member of the College community may file a written complaint against a student(s) or student organization alleging a violation of the student code of conduct or other college policy. A Report of Alleged Student Misconduct form should be completed and submitted to a Conduct officer.

Note: Complaints alleging harassment or discrimination based on race, sex, color, creed, religion, age national origin, disability, marital status, status with regard to public assistance, or sexual orientation will be investigated and processed under the Minnesota State College and Universities Policy and Procedure 1.B.1 and 1.B1.1. All other complaints alleging improper conduct by a student or student group will be investigated under the student conduct investigation procedure below.

SECTION 1

Part A: Statement of Purpose and Student Responsibilities

North Hennepin Community College intends to provide a positive, welcoming atmosphere where students can learn and socialize in a pleasant environment. If a student engages in behavior disruptive to the educational process, the College will institute appropriate disciplinary action. For further information on the Code of Student Conduct and Academic Dishonesty, you may obtain a copy of the policy from the Student Life desk, the Campus Counseling, Advising and Career Planning office, or through accessing the College website (<http://www.nhcc.edu>).

Part B: College Jurisdiction

The College has the right to take necessary and appropriate action to support and protect the safety and well being of the College community. Therefore, College jurisdiction shall also extend to violations of the code on campus and violations that are not committed on College property. North Hennepin Community College Students are expected to abide by local, state, and federal laws and College rules and policies. Should the violation of civil or criminal law involve College interests, the College has the right to proceed with disciplinary action without regard to civil or criminal proceedings.

Part C: Standards for which a student may be held accountable

The provisions of this policy do not affect the rights of persons in authority to take any immediate and temporary actions necessary to maintain the classroom or program atmosphere. All NHCC students are expected to familiarize themselves with, as well as to adhere to, college rules, policies, and procedures. Violations for which students are subject to disciplinary action include but are not limited to the following:

1. **Dishonesty, including but not limited to:**
 - a. Cheating or plagiarism (See Academic Dishonesty, Section 2 of this document for more details);
 - b. Deliberately furnishing false information to any college official, faculty member, College office or affiliated organization;
 - c. Forgery, alteration, or misuse of any College document, record, or instrument of identification, including copyright violations;
 - d. Falsely claiming to represent the College or a student organization or a club of the College;
 - e. Tampering with the election of any College-recognized student organization;
 - f. Holding registration in more than one section of the same course per term;
 - g. Incurring of financial obligations on behalf of the College without proper authorization;
 - h. Knowingly passing an insufficient funds check or fraudulent money order in payment of any financial obligation to the College.

2. **Disruptive/Disorderly Conduct, including but not limited to:**
 - a. Actions that interfere with, obstruct, disrupt, or prevent teaching;
 - b. Disorderly, disruptive, leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area, including research, administration, disciplinary procedures, and/or the regular and essential operations of the College or other College activities, on or off campus;
 - c. Intentional obstruction of the free flow of pedestrian or vehicular traffic on College premises or at College-sponsored or supervised functions.

3. **Threatening, Harmful or Unsafe Conduct, including but not limited to:**
 - a. Conduct that threatens or endangers the health or safety of any person at the College or at College controlled or sponsored functions;
 - b. Intentionally, recklessly, or negligently causing physical harm to any person on the College premises or at College sponsored activities including engaging in any form of fighting or any hostile conduct or behavior that might incite violence;
 - c. Illegal or unauthorized possession of firearms, explosives, knives, or other weapons or dangerous chemicals on College premises or at College sponsored functions;
 - d. Falsely reporting a fire, bomb, or any other emergency by activating an alarm or by any other means;
 - e. Engaging in unauthorized possession, use, or alteration of any College-owned emergency or safety equipment;
 - f. Failure to evacuate a building or other structure during an emergency or during emergency drills;
 - g. Failure to follow appropriate and legal safety practices as they apply to the instructional setting;

- h. Failure to follow appropriate and legal and safety practices as they relate to student employment.
- 4. Harassment of any member of the College community, including but not limited to:**
- a. Hazing, for the purposes of initiation, admission, affiliation, or membership in a group or organization;
 - b. Conduct placing any person under mental duress or causing any person to be in fear of physical danger through such acts as verbal abuse or stalking (including repeated phone calls);
 - c. Physical abuse, verbal abuse, threats, intimidation, defamation of others, coercion and/or other conduct that threatens or endangers the health or safety of any person;
- (Note: Actions that are based on age, sex, race, color, disability religion, sexual orientation or national/ethnic origin are dealt with a separate policy of the student code of conduct. Refer to MnSCU policy and procedures 1.B.1 and 1.B.1.1.).
- 5. Theft or Damage, including but not limited to:**
- a. Attempted or actual theft of and/or damage to property of the College;
 - b. Attempted or actual theft of and/or damage to property of a member of the College community or other personal or public property;
 - c. Damage to public or private property on College premises, including but not limited to graffiti, physical damage created by skateboards or rollerblades, sign damage, or damage to any College property, wherever located.
- 6. Unauthorized Use and Abuse of Computers and Instructional Technology; including but not limited to:**
- a. Violations of State, MnSCU and College computer use policies
 - b. Theft or abuse of computers or any instructional technology equipment;
 - c. Use of computing facilities to send obscene, abusive or threatening messages;
 - d. Use of computing facilities to interfere with normal operation of the College and College computing system;
 - e. Misuse of college web services;
 - f. Misuse of assessment tests;
 - g. Unauthorized use of network ports;
 - h. Misuse of Online courses.
- 7. Unauthorized Entry to and/or Use of College Property, including but not limited to:**
- a. Unauthorized use of College materials, supplies, equipment, and/or facilities;
 - b. Unauthorized possession, duplication, or use of keys to any College premises;

- c. Unauthorized entry to or use of College premises;
 - d. Unauthorized use of College facilities, including by student organizations.
- 8. Tobacco, Alcohol, and Drug Use, including but not limited to:**
- a. Unauthorized use, sale, and/or possession of tobacco products on campus or at College-sponsored events;
 - b. Public intoxication or the use, possession, or distribution of alcoholic beverages on College-controlled property or at College sponsored events, except as expressly permitted by the law and college regulations;
 - c. Possession, use or distribution of narcotics or other controlled substances and drug paraphernalia on College-controlled property or at College sponsored events, except as expressly permitted by the law and college regulations.
- 9. Failure to Comply with Official Requests, including but not limited to:**
- a. Failure to comply with directions of College officials acting in the performance of their duties or with fire, police, or other emergency service personnel;
 - b. Failure to identify oneself to these persons when requested to do so, after they have identified themselves.
- 10. Violations of Federal, State and/or local Laws and MnSCU and College Policies including but not limited to:**
- a. Violations of federal, state, or local laws on the College campus or at College-sponsored events or activities;
 - b. Violations of Minnesota State College and Universities (MnSCU) and College policies, rules, and procedures on the College campus or at College sponsored events or activities.
- 11. Gambling and/or Solicitation, including but not limited to:**
- a. Engaging in organized gambling;
 - b. Unauthorized solicitation or selling of goods or services on campus or at College-sponsored activities on or off campus.
- 12. Disruption of Judicial Process, including but not limited to:**
- a. Failure to obey the summons of the Judicial Board or a conduct officer;
 - b. Falsification, distortion, or misrepresentation of information before a judicial body;
 - c. Disruption or interference with the orderly conduct of the College judicial proceeding;
 - d. Institution of a judicial proceeding knowingly without cause;
 - e. Attempting to discourage an individual's proper participation in or use of the College judicial process;
 - f. Attempting to influence the impartiality of a member of a judicial panel prior to and/or during the course of the judicial proceeding;

- g. Harassment (verbal or physical) and/or intimidation of a member of a judicial panel prior to, during, and/or after a judicial proceeding (Note: Sexual harassment is covered by the MnSCU 1.B.1 policy);
- h. Influencing or attempting to influence another person to commit an abuse of the college judicial process;
- i. Failure to comply with the sanction(s) imposed under the Code of Student Conduct.

Note: Standards noted in this section, Part C, of the Code of Conduct signify possible behavior, which is referred to the judicial panel for a hearing. Actions usually involve allegation(s) for which a finding of “responsible” could result in suspension or expulsion a College program or from the College.

Part D: Violation of Local, State, Federal Laws and Application of College Discipline

- 1. If a student is charged only with an off-campus violation of local, state, or federal laws, but not with any other violations of this Code, disciplinary action may be taken and sanctions imposed for grave misconduct that demonstrates flagrant disregard for the College community.
- 2. College disciplinary proceedings may be instituted against a student charged with violation of a law that is also a violation of this Student Code of Conduct. For example, College disciplinary proceedings may be instituted if both violations result from the same factual situation, without regard to pending civil litigation in court or criminal arrest and prosecution. Proceedings under this Student Code of Conduct may be carried out prior to, simultaneously with, or following civil or criminal proceedings off-campus.
- 3. When a student is charged by local, state, or federal authorities with a violation of law, the College will not request or agree to special considerations for that individual because of his or her status as a student. However, if the alleged offense is also the subject of a proceeding before the College judicial board under the Student Code of Conduct, the College may advise off-campus authorities of the existence of the Student Code of Conduct and of how such matters will be handled internally within the College community. The College will cooperate fully with law enforcement and other agencies in the enforcement of criminal law on campus and in the conditions imposed by criminal courts for the rehabilitation of student violators. Individual students and faculty members, acting in the personal capacities, remain free to interact with governmental representatives, as they deem appropriate.

Part E: Code of Conduct Hearing Process (Academic Dishonesty, See Section 2)

- 1. **Filing a charge:** Any member of the College community may file charges against any student for violations of the Student Code of Conduct. Charges should be in writing for the record but can proceed on verbal

notification to the conduct officer. Any charge should be submitted as soon as possible after the event takes place, preferably within three (3) working days. (Complaint form is available on line or from the conduct officers; at the student life desk, or counseling, advising and career planning office.)

- a. Preliminary Investigation:** The conduct officers may conduct a preliminary investigation to determine if the charges are valid by meeting with the complainant(s) and accused students(s) within five (5) days of receiving the complaint. If the accusation seems unwarranted, the conductor officer may discontinue proceedings. If there is sufficient evidence to support the accusation, the conduct officer shall offer the accused student an opportunity to resolve the violation at an informal meeting and provide the accused with the following:
- 1) An oral or written notice of the specific charges that have been made, and the available evidence to support the charge.
 - 2) A copy of the Student Code of Conduct.
 - 3) A summary of the fact-finding investigation, which has taken place (if applicable).
 - 4) Give the student not less than 24 hours to prepare for an informal resolution meeting, and specify a date and time when the student is required to meet with the conduct officer(s).
 - 5) Attempt an informal resolution of the charges.
 - 6) Inform the student that failure to appear for the informal resolution meeting shall result in referral of the charges for a formal hearing before the College judicial board.

b. Informal Resolution Meeting:

If a resolution is reached, including applicable sanctions, all parties shall sign the written confirmation of the resolution and the conduct officer(s) shall send copies to all parties, including any applicable sanction, within 48 hours after the meeting. The resolution may include, but is not limited to, the sanctions outlined in this policy.

c. Informal Resolution not obtained:

If a mutually acceptable resolution cannot be reached, including sanctions, during the informal resolution meeting with the conduct officer the accused student will have an opportunity to use the adjudication process. (Refer to Part G of the Student Code of Conduct.)

Part F. Sanctions

Sanctions may be imposed upon any student found to have violated the Student Code of Conduct. More than one of the sanctions listed may be imposed for any single violation. These include, but are not limited to the following:

1. Warning - A notice in writing to the student that the student is violating or has violated institutional regulations.
2. Probation – A written reprimand for violations of specified regulations. Probation is for a designated period of time and includes the probability of

- more severe disciplinary sanctions if the student is found to be violating any institutional regulations during the probationary period.
3. Restitution – Compensation for loss, damage, or injury. This may take the form of appropriate service and/or monetary or material replacement.
 4. Discretionary Sanction - Work assignments, service to the College or other related discretionary assignments (such assignments must be coordinated by the conduct officer).
 5. Suspension – Denial of the privilege of enrollment for a specified period of time after which the student is eligible to return. Conditions for re-admission may be specified.
 6. Expulsion – Permanent separation of the student from a College program or from the College.

Part G: Adjudication Process:

1. Administrative Hearing
Following the outcome of the informal resolution meeting a student may request an administrative hearing with the Dean of Student Affairs/designee.
2. Administrative Appeal
The decision of the Dean of Student Affairs can be appealed to the Vice President of Academic and Student Affairs/designee. The appeal decision will be final.
The request for an appeal must be submitted in writing with-in five (5) week days of the date of the disciplinary record form that will be given to the student following the meeting. Failure to file a request for an appeal in a timely manner or request an extension constitutes a waiver of any right to appeal. Request for an appeal or extension are to be submitted in writing to the appropriate conduct officer.
Generally, the basis for the written appeal will be limited to these grounds:
 - a. The sanction is excessively severe;
 - b. New or newly discovered evidence of a character which may substantially affect the outcome of the meeting; or,
 - c. There was a procedural error, which substantially affected the outcome of the meeting.
 An appeal is not a re-hearing. It represents a procedural safeguard for the student and should not be used for anything other than that right and privilege. In the appeal process, the burden of proof is shifted from the College to the student charged with the offense. The student must show that it is more likely than not that one or more of the above grounds for appeal have merit. If there is adequate reason to believe that one or more of the grounds of appeal have merit an appeal meeting will be scheduled by the appropriate conduct officer. The appeal decision will be final.
3. Judicial Panel Hearing(s)
Cases involving possible sanctions including but not limited to summary suspension, suspension or expulsion from a College Program or from the College will be directly referred to the judicial panel.

Every attempt will be made to convene the panel no later than (9) weekdays following receipt of the request for a hearing by the conduct officer. The conduct officer, based on the judicial members availability, will assign judicial panel members to a case.

- a. The College judicial panel will be drawn from the College-wide judicial board with (6) members---three students; one faculty member; one staff members and an administrative representative designated by the College vice-president. The designee will serve as a non-voting chairperson. The conduct officer will be present at the College judicial panel hearings as a non-voting observer and will, if necessary, answer procedural questions.

(The composition of the College judicial board pool will be six students appointed by the student senate; two faculty members appointed by the faculty association and two staff members and an administrative representative designated by the College vice president for a total of eleven members trained and available to serve on the College judicial panel.)

- b. When a case is referred to the College judicial board, the administrative officer shall forward to the Board within four days of the hearing:
 - 1) A statement describing the alleged violation of the student conduct code;
 - 2) The name of the student charged;
 - 3) The name of the complainant;
 - 4) The relevant facts and statement;
 - 5) Names of witness to the alleged violation or names of witnesses that will participate in the hearing.
- c. The administrative officer shall forward to the accused no less than five days prior to the date set for the hearing the following information:
 - 1) A statement of the date, time, location and nature of the hearing;
 - 2) A written statement of the charges specifying the allegations of misconduct in sufficient detail to enable the accused to prepare a response;
 - 3) Notice of student's right to have a support person and/or attorney at the hearing if criminal or civil charges are pending;
 - 4) A list of all the names of the College judicial panel members to hear the case;
 - 5) Notice that the student's failure to appear shall not prevent the hearing from proceeding as scheduled and may lead to imposition of sanctions in the student's absence.
- d. At least three days prior to the hearing the conduct officer will provide the accused with:
 - 1) The names of the material witnesses who may be called to speak at the hearing on behalf of the College;
 - 2) Copies of all documents or written statements to be presented at the hearing;

- 3) The name and title of the person who will present the evidence on behalf of the College.
- e. The accused will provide the conduct officer the following information at least three days prior to the hearing:
 - 1) The names of the material witnesses who may be called to speak at the hearing on behalf of the accused;
 - 2) Copies of all documents or written statements to be presented at the hearing;
 - 3) The name of the support person.
- f. The accused student(s) will be afforded an opportunity to meet with the conduct officer to discuss the College judicial panel hearing process prior to the hearing.
- g. It is the responsibility of the accused student to notify their witnesses of the time, date and location of the hearing.
- h. The accused student may request the removal of a member of the College judicial panel on the grounds of personal bias by submitting a written statement to the conduct officer specifying the basis of the challenge no later than two (2) days prior to the hearing. The conduct officer will determine whether to sustain or deny the challenge. If the request is sustained, a replacement will be appointed to serve on the hearing panel.
- i. Rebuttal information from either party regarding material witness and provided documents must be submitted 24 hours prior to the hearing to the conduct officer.
- j. The hearing shall be conducted in the following manner:
 - 1) The College representative will present an opening statement by presenting the charges and the supporting evidence;
 - 2) The accused will present an opening statement by presenting the evidence or testimony to refute the charges;
 - 3) The chair will call witnesses for the College to provide statements;
 - 4) The chair will call witness for the accused to provide statements;
 - 5) At the conclusion of each witness' statement, the accused, the College presenter and the members of the panel may question the witnesses. Any witness may be recalled.
 - 6) Following the testimony of all witnesses, the College representative will provide closing statements, and then the accused will provide closing statements.
 - 7) Only those materials and matters presented at the hearing shall be considered as evidence. The chair shall exclude irrelevant, immaterial or unduly repetitious evidence.
 - 8) The accused student's support person may provide advice to the student, but may not participate in any questioning. When there is a likelihood that a student involved in conduct proceeding shall face criminal prosecution for a serious offense, it may be advisable that the student have an attorney as the support person. If the accused student chooses to have an attorney present at the hearing (in a support person capacity only), the name, address and phone

number of the attorney must be provided to the conduct officer at least five (5) days prior to the hearing.

- 9) Hearings shall be held in closed session unless the College judicial panel determines there is a compelling reason for the hearing to be open and neither the accused student nor the complainant presents an objection. If the accused student or the complainant presents an objection, the chair shall hear testimony for the parties and determine whether or not the session will be open.
- 10) The hearing may be audio taped by the conduct officer. The tapes are considered College property. The College is not responsible for malfunctions of the recording or recording devices.
- k. Upon conclusion of the hearing and the College judicial panel hearing deliberations, recommendations will include the following:
 - 1) In closed session only the members of the panel may be present and shall consider the evidence presented;
 - 2) A simple majority of votes is necessary to make a recommendation that a Student Code of Conduct violation more than likely occurred;
 - 3) A majority plus one vote is necessary to recommend suspension or expulsion from the College program or the College;
 - 4) Determine and recommend the outcome that may include, but not limited to, sanctions stated in this policy or some variation thereof. The conduct officer shall be available for consultation for the judicial panel;
 - 5) The hearing panel will render its decision following the hearing and will communicate the decision in writing to the conduct officer, who will, in turn, notify the student of the decision. The written notification will include findings of fact, sanction(s), and the rationale for the decision.

4. Judicial Panel Appeal Process

Following the outcome of the judicial panel decision, a student may request an appeal hearing before the Vice President for Academic and Student Affairs. The request for an appeal must be submitted in writing to the Vice President within two (2) days of the date of notification of the decision. Failure to file an appeal or request an extension in a timely manner constitutes a waiver of any right to an appeal. Generally, the basis for an appeal will be limited to the following grounds:

- a. The sanction is excessively severe;
- b. New or newly discovered evidence that may substantially affect the outcome of the hearing;
- c. There was a procedural error that substantially affected the outcome of the hearing.

The appeal letter will be reviewed. If there is adequate reason to believe that one or more of the grounds for the appeal have merit, an appeal hearing will be scheduled between the accused student and the Vice President. A student's attorney or support person may attend this meeting if criminal or civil charges are pending against the student. In the event that new evidence is relevant to the outcome of the decision, the Vice President may request a re-hearing by the

original panel. The Vice President will render a decision and notify the student in writing within five (5) days of the appeal hearing.

Appeals on the grounds other than those listed above may be allowed if the grounds could be adequately documented or supported.

Suspensions lasting more than ten (10) days or expulsion from a College Program or the College may be noted on the student's official college transcript. Students who have been suspended or expelled for disciplinary reasons from any postsecondary institution may be denied admission to an MnSCU College or University. The student may request in writing to the Vice President for Academic and Student Affairs that the notations of the disciplinary action be removed from their transcript. Decisions will be made on the circumstances surrounding the request and the original offense.

Part H: Summary Suspension

1. A suspension imposed without a formal hearing to ensure the safety and well being of members of the College community by the conduct officer(s), director of safety and security, or administrative designee. In such cases the student shall be given an oral or written notice of the intent to determine whether a summary suspension is an appropriate action. Such notice shall include the following:

- a. The specific alleged violation(s) of the code of student conduct;
- b. The nature of any evidence in support of the charge,
- c. The date, time, and place of the summary suspension hearing including an explanation of the summary suspension that may be imposed on the student.

2. At the time of the summary suspension the conduct officer, director of safety and security, or administrative designee shall consider the following:

- a. The evidence relating specifically to the probability of danger to members of the campus community occasioned by the continued presence of the student on campus;
- b. Provide the student with an opportunity to show why continued presence on the campus does not constitute a danger to others;
- c. Give immediate oral notice of his/her decision, to be followed by written notice within 24 hours;
- d. If summary suspension is warranted, summarily suspend the student for no more than 9 days, with a hearing before the student judicial panel to have commenced by the end of the suspension period.

Part I: Chapter 14 – Contested Case Hearing

Student receiving suspension for more than ten (10) days or expulsion may request a contested case hearing before an Administrative Law Judge supplied by the Office of Administrative Hearings. The Administrative Law Judge will issue a recommendation to the College president who will make a final decision. Complete details are provided to the student(s) who are suspended for more than ten (10) days.

Part J: Definitions

1. **Student** includes all persons already enrolled in courses through the College, both full-time and part-time and persons who are not officially enrolled for a particular term but who have a continuing relationship with the College.
2. **College** means North Hennepin Community College.
3. **College Official** includes any person employed or otherwise affiliated with the College.
4. **Member of the College community** includes any person who is a student, faculty member, administrator, or any other person employed by or affiliated with the College.
5. **College Jurisdiction** includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the College including adjacent streets and sidewalks.
6. **Student organization** any number of persons who have completed the recognition process of the college student senate.
7. **Investigator** employee of the College authorized by the president of the College to administer the code of conduct and to impose sanctions upon students found to have violated the code of conduct.
8. **Conduct officer** employee of the College authorized by the president of the College to administer the code of conduct.
9. **Notice/Written Notice** the College will have satisfied the requirement of sending the student notice to the last known address of the student on file with the College.
10. **Judicial Board** comprised of 5 voting members from the judicial panel and the code of conduct officer serves as a non-voting member.
11. **Judicial Panel** any persons authorized by the conduct officer who has participated in training and authorized by the conduct officer to determine whether a student has violated the code of student conduct and to impose sanctions.
12. **Complainant** any person or persons who have filed allegations of Student Code of Conduct violations against a student.
13. **Days** mean week days (excluding Saturdays, Sundays and Holidays).
14. **Summary Suspension** imposed without a formal hearing to ensure the safety and well being of members of the College community
15. **Expulsion from a Program** permanent separation from a College program.
16. **Expulsion from Activities** permanent separation for College activities.
17. **Expulsion** permanent separation from the College.

Section 2: Academic Dishonesty

Part A: Statement of Purpose

Academic honesty and integrity are integral to the academic process. Academic dishonesty – cheating, plagiarism and collusion – is a serious offense, which undermines the educational process and the learning experience for the entire College community.

North Hennepin Community College students are expected to understand and adhere to the concept of academic integrity and to the standards of conduct prescribed by the College's Student Code of Conduct. It is expected that students will assume responsibility for their work and that materials submitted in fulfillment of course, program, and College academic requirements represent students' own efforts. Any act of academic dishonesty attempted by a student at North Hennepin Community College is unacceptable and will not be tolerated.

Part B: Definitions:

The prevailing forms of academic dishonesty are cheating, plagiarism, collusion, and the submission of false information regarding admission, re-admission, academic appeals of petitions, and other misconduct directly related to the academic learning experience.

1. **Cheating** in the instructional setting is the unauthorized use or exchange of information by students in meeting academic standards or requirements; examples include, but are not limited to:
 - a. Copying other's work;
 - b. Using unauthorized notes or aids;
 - c. Completing any coursework for another student including but not limited to exams, tests, quizzes, research papers, projects, speeches, reaction papers;
 - d. Collaboration with any other person on coursework without authority;
 - e. Unauthorized assistance on a take home examination;
 - f. Arranging for another student to complete coursework or take an examination;
 - g. Attempting to obtain, or knowingly obtaining, using, buying, selling, transporting, or soliciting in whole, or in part, contents of an unreleased test or information about an unreleased test;
 - h. Bribing any other person to obtain an unreleased test or information about an unreleased test;
 - i. Submitting substantial portions of work for credit in more than one course, without consulting the instructors;
 - j. Submitting research and assignments prepared by others (e.g. purchasing the services of a commercial term paper company or from the internet);
 - k. Altering or forging an official College documents.

2. **Plagiarism** is representing another person's words or ideas as one's own without proper attribution or credit. Other people's words or ideas must be given adequate documentation whether used in direct quotation or in summary or paraphrase. Plagiarism includes, but is not limited to:
 - a. Quoting written or oral material without citation on an exam, term paper, homework, or other written materials or oral presentations for an academic requirements;
 - b. Submitting a paper purchased from a term paper service as one's own;
 - c. Submitting work downloaded from internet sites as one's own;
 - d. Submitting anyone else's work as one's own;Any form of plagiarism constitutes an act of academic dishonesty.

- 3. Collusion** is an agreement by two or more people to commit an act of academic dishonesty. The College will not attempt to distinguish between students who cheat or plagiarize and those who allow such behaviors to occur. A student who intentionally assists another in the act of cheating or plagiarism is equally subject to disciplinary action for academic dishonesty.

Part C: Procedures

1. The instructor handles and notifies the conduct officers for central record keeping. A course instructor, convinced with reasonable evidence that an act of academic dishonesty has occurred, has the authority to implement any of the following responses:
 - a. Reprimand;
 - b. Assignment of substitute and/or additional work;
 - c. Re-examination;
 - d. Lowering the grade for the assignment and/or course;
 - e. Failure and dismissal from the course, this response will be referred to the College judicial panel. (Refer to Code of Conduct Section III.B.)
2. The course instructor must notify the student of his/her right to appeal at the time the sanctions are imposed.
3. The appropriate academic dean is notified. (Optional on the first offense; mandatory on the second offense.)

Part D: Academic Appeal Process

Any student who wishes to appeal a penalty imposed by an instructor may submit an appeal in writing to the appropriate academic dean with appeal notification to the conduct officer.

1. In the event the student wishes to appeal a decision of the academic dean, the case is to be heard by the vice president of academic and student affairs.
2. In the event the sanction involves suspension or expulsion the conduct officer is notified and the College judicial panel is notified, based on the severity of the academic dishonesty.

Appeals are to be submitted in writing within five (5) days of the date of the sanction. Failure to file a request for an appeal in a timely manner or request an extension constitutes a waiver of any right to an appeal. Requests for an appeal or extension are to be submitted in writing to the appropriate academic dean or vice president of academic and student affairs.



North Hennepin
Community College

Adult Education & Training

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