

**STUDENT SERVICES: POLICIES AND PROCEDURES**

The Board of Trustees recognizes that the primary focus of the District shall be the student. Appropriate staffing and procedures shall be implemented by the administration to facilitate a reasonable level of student services. Specific policies may be revised by the Board of Trustees and such current policies and revisions are listed in the Student Handbook. Policies and procedures incorporated in the Student Handbook are official District regulations and must be regarded accordingly.

**ADVISING**

- I. Division Chairs assign each student to a faculty advisor. Students' strengths, weaknesses, interests and aptitudes are considered prior to assignment. An attempt shall be made to assign students to advisors most appropriate to the students' interests and goals.
- II. During pre-registration or prior to fall/spring semester, the advisor assists the student in preparing for the college program, both academic and otherwise.
- III. Faculty advisors are expected to schedule periodic conferences during the year with each student and to be available at other times to assist his advisees. It is recommended that records be kept of all advising.

## CLASS ABSENCE

### I. Attendance Policies

Each instructor or department shall include a copy of his/her attendance policies in each course syllabus and distribute it to all students in his/her classes at the beginning of each course. Adopted attendance policies shall be announced to and clearly understood by the classes affected.

The District recognizes regular class attendance on the part of the student as a major contributor to student success and expects students to attend class regularly.

### II. Authorized Absence

Although authorized class absences will not affect a student's course grade, a student is entitled and obligated to make up any/all work missed. Authorized absences are defined as:

- A. Medical reasons;
- B. Personal tragedy, i.e., death, illness or accident in the family;
- C. Jury Duty.

### III. Anticipated Absences

All anticipated absences incurred in representing the District in athletics, field trips, or other official capacities will be reported by the activity sponsor/coach to the instructors concerned in advance of the class meeting to be missed.

## WITHDRAWAL GRADES

The official withdrawal period will include the first 80% of the calendar days associated with the semester. The number of days will be prorated for courses shorter than a full semester. Students choosing to officially withdraw within the defined dates will be assigned a grade of "W."

Students may withdraw from one or more classes, including total withdrawal from the college. In cases of extenuating circumstances, a student may petition the Registrar for permission to drop a class with a grade of "W" after the stated deadline.

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Revised: July 1, 1983  
December 7, 1983  
July 1, 1998  
July 1, 2000  
October 3, 2008

**ADMISSION TO THE COLLEGE**

- I. Northern Wyoming Community College District will admit students based on the following criteria:
  - A. Applicants who are at least sixteen years old.
  - B. Applicants who are high school students who present their principal's approval to enroll in selected college courses.
  - C. Applicants who, because of unusual circumstances, might be better served by the college.
  - D. International applicants who score at least 500 on the TOEFL test.
- II. Admission to the Northern Wyoming Community College District does not guarantee admission into any specific program of the college.
- III. Official high school or GED transcripts are not required for admission to the Northern Wyoming Community College District but may be required for specific programs. Students are urged to submit official transcripts of their high school work in order to assist in the process of academic advising.

## PLACEMENT TESTING

In order to be more effective in creating student success, Northern Wyoming Community College District requires all students to complete the current placement tests prior to registration. There will be a \$5.00 per test fee assessed for placement testing. Additional retests will be assessed a fee of \$5.00 per test.

July 1, 1998

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**TRANSFER CREDIT:  
ACCEPTANCE AND EVALUATION**

- I. The Registrar is charged with evaluating transfer credits and determining acceptance criteria for the Northern Wyoming Community College District.
- II. In the event a student wishes to challenge the Registrar's decision, appeals may be made to the Curriculum and Standards Committee through the Chief Academic Officer's office.
- III. Students who have previously completed post-secondary work must submit official transcripts documenting that work to the Registrar for assessment in order to receive credit from the college.

### STUDENT CLASSIFICATION

- I. Student classification is based on the number of semester credits earned and applicable toward a degree.
- A. Freshman: Under 30 semester hours.
  - B. Sophomore: 30 semester hours and over.
  - C. Special or Unclassified: Any student who enrolls for a short-term, special interest credit program not designed as a part of any NWCCD degree or certificate. This student is normally not required to satisfy regular admission requirements, but attends the institution for a special program. See AACRO Handbook of Data and Definitions in Higher Education, 1962 Edition, page 115.
  - D. Resident: One who has been classified as a resident of the state for tuition purposes regardless of legal residence or high school attended.
  - E. Non-Resident: All others.
  - F. Transfer Student: One who has previously enrolled at another college or university before transferring to the District.
  - G. Full-Time Student: One who is enrolled for 12 or more semester credit hours.
  - H. Part-Time Student: One who is enrolled for less than 12 credit hours.
  - I. Full-Time Equivalent: The total student-credit hours divided by 12 equals the FTE.

**PRIVACY RIGHTS OF COLLEGE STUDENTS**

The District respects and actively seeks to protect the privacy rights of its students and their families in regard to education records and personally identifiable information formulated and/or maintained by the District. In that effort the District adheres to appropriate laws governing the right to individual privacy.

## RECORDS ACCESS: PROCEDURES

Current and former students of the District whose education records and personally identifiable information is maintained by the District are the exclusive claimants to the rights listed in the foregoing policy and more fully described in the following procedures. Parents of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1954, are also included; but in such cases, the student retains his or her rights. Applicants for admission to the District are not included until they have officially enrolled.

- I. Students have the right to inspect and review education records and personally identifiable information pertaining to the individual.
  - A. This right includes all records, except the following:
    - 1. Admission information and recommendations prior to enrollment of the particular student.
    - 2. Financial records of the parents of the student or any information contained therein.
    - 3. Confidential letters and statements of recommendation, which were placed in the education records prior to January 1, 1975, if such letters or statements are not used for purposes other than those for which they were specifically intended.
    - 4. Confidential recommendations for which the student has signed a waiver of the student's right of access;
      - a. Respecting admission to the District;
      - b. Respecting an application for employment; and
      - c. Respecting the receipt of an honor or honorary recognition.

Additional limitations to this particular exception are:

- a. The student is, upon request, notified of the names of all persons making confidential recommendations;
  - b. Such recommendations are used solely for the purpose for which they were specifically intended; and
  - c. Such waivers are not required as a condition for admission to, receipt of financial aid from or receipt of any other services or benefits from the District.
- 5. Records which are created or maintained by a physician, psychiatrist, psychologist, counselor or other recognized professional which are created and maintained only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment; provided, however, that such records are personally reviewable by a physician or other appropriate professional of the student's choice.

- B. Copies of available information will be provided by the District to the student for a reasonable fee if it is shown that the student is unable to make reasonable accommodations to visit the Records Office in person.
  - C. The District shall comply with the request within 45 calendar days, as per federal guidelines.
- II. Students have the right to control and be informed of the use, release, and dissemination of education records and personally identifiable information pertaining to the individual.
- A. Such records shall not be used, released or disseminated without the written consent of the student except to the faculty, administrative staff and support staff as identified by his/her immediate supervisor.
    - 1. The Comptroller General of the United States; the Secretary of the Department of Health, Education and Welfare; the Commissioner; the Director of the National Institute of Education; the Assistant Secretary for Education; Wyoming State educational authorities; the Veterans Administration; and the State Approval Agency;
    - 2. Organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction if such studies are conducted in such a manner as will not permit the personal identification of students by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted;
    - 3. Accrediting organizations in order to carry out their accrediting functions;
    - 4. In compliance with judicial order, or pursuant to any lawfully issued subpoena, upon condition that the students are notified of all such orders or subpoenas in advance of the compliance therewith by the District;
    - 5. In connection with an emergency if the knowledge of such information is necessary to protect the health or safety of a student or other persons. The factors which are taken into account in determining whether records may be released in this situation include the following:
      - a. The seriousness of the threat to the health or safety of the student or other persons;
      - b. The need for such records to meet the emergency;
      - c. Whether the persons to whom such records are released are in a position to deal with the emergency; or the extent to which time is of the essence in dealing with the emergency;
      - d. Student Appeals Committee.
  - B. The Registrar shall maintain a record, kept with the education records of each student, which will indicate all parties, other than those specified above, which have requested or obtained the information and shall indicate specifically the legitimate interest that each such party has in obtaining this information. Such record of access shall be available only to the student, to the Registrar and his/her assistants who are responsible for the custody of such records, persons or

organizations authorized under (A) above and as a means of auditing the operation of the system. Also, the District shall provide a copy of any released information to the student on request by the student.

- C. The District may release and/or make public directory information concerning students, unless a student informs the Records Office that the information designated as directory information should not be released without his or her consent. Directory information includes: name, address, phone number, e-mail address, campus, date and place of birth, major field of study, previous schools attended, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance and degrees and awards. Categories of directory information and the opportunity to prohibit their release will be made available to students at each semester's registration.
  - D. With the exception of information related to use of drugs or alcohol the District shall not release information other than approved directory information except on the condition that the party to which the information is transferred will not permit any other party to have access to such information without the written consent of the student. Written notification of said condition will accompany all such releases of information.
  - E. Pursuant to changes made in 1997 to the Family Education Rights and Privacy Act, the District may contact parents or legal guardians of students under the age of 21 who are involved in disciplinary actions related to the use or abuse of alcohol or drugs. This notification may take place when it is deemed prudent by the District in order to protect the health and well-being of the student. Procedures for informing parents or legal guardians are as follows:
    - 1. Generally, parents or legal guardians may be notified after the second offense.
    - 2. Notification may take place after the first offense if the situation is considered violent and/or threatening to the health or well-being of the student or of a victim, or if there are multiple violations of the Code of Conduct.
    - 3. Information releases will include the name of the student, the violation committed, and any sanctions imposed. The information will be released only at the conclusion of the disciplinary process.
    - 4. Notification will be coordinated by the Division of Student Services.
- III. Students have the right to challenge education records and personally identifiable information on the grounds that such records are inaccurate, misleading or otherwise inappropriate. Any disagreement regarding the outcome will follow the student grievance process.

Revised: July 1, 1998  
April 1, 2000

SERIES 5040

### **RESIDENT CLASSIFICATION FOR TUITION PURPOSES**

It is the policy of the District, for the purpose of assessment of tuition, all students are considered either Wyoming residents, Wyoming Undergraduate Exchange residents, or out-of-state residents. Initial residence classification is made at the time of the first admission to the District, according to procedures to be established by the administration.

Residency Classification For  
Tuition Purposes

I. Wyoming Residency Classification Criteria

Wyoming's seven community colleges have agreed upon the following regulations governing the classification of students as residents or non-residents for the purpose of fee assessment. Any of the following may be used by a student and would result in an individual being classified or reclassified as a Wyoming resident for tuition purposes.

- A. A graduate of a Wyoming high school or recipient of a GED in Wyoming who enrolls in a community college within twelve (12) months of completion.
- B. An individual who can provide written verification that he/she has lived in Wyoming continuously for one year prior to enrolling.
- C. A legal dependent under the age of 24, or a spouse of a resident of the State of Wyoming who qualifies as a resident based upon this policy.
- D. A legal dependent under the age of 24 of a Wyoming community college graduate.
- E. A student who marries a Wyoming resident shall be granted resident classification at the beginning of the next term following the marriage.
- F. An individual on active duty in Wyoming with the United States Armed Forces, Wyoming National Guard or Reserves, and his/her legal dependents.
- G. Members of the U.S. Armed Forces who move to Wyoming within twelve (12) months from the date of honorable discharge from the service.
- H. An individual who can provide written verification from an employer that he/she will be employed in Wyoming for an anticipated period of not less than seven (7) months and such employment is the principal means of support.
- I. Persons temporarily absent from the state due to military service, attendance at educational institutions or other types of documented temporary absences will not have their resident status voided by such absence.

Exceptions

In accordance with the W.S. 21-17-105 an individual who does not reside in Wyoming may be considered a resident for tuition purposes if s/he meets all of the following criteria:

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 May 13, 1992  
 July 1, 1998  
 October 22, 2008

- A. Employed in Wyoming for at least seven (7) months, and such employment is the applicant's principal means of support.
- B. Pays Wyoming taxes as required by law.
- C. Resides in a state with a similar law.
- D. Is willing to submit an affidavit to the above.

Appeals and exceptions to the above policy will be considered.

Any person not meeting the criteria established as a Wyoming resident is classified as an out-of-state student. Residents of Alaska, Colorado, Idaho, Minnesota, Montana, Nevada, New Mexico, North Dakota, Oregon, South Dakota and Utah, while out-of-state residents, may qualify for reduced tuition reduction under the Western Undergraduate Exchange Program.

**TUITION/FEES AND RELATED POLICIES**

- I. Semester Tuition and Fee Schedule. Tuition rates are established for the District by the Wyoming Community College Commission. Student Fees are established by the Administration in consultation with Student Government. All other fees are established by the Administration.
- II. Room and Board Rates. Room and board rates are approved by the administration.
- III. Definitions
  - A. Full-time registrant. Any student enrolled for twelve (12) credit hours or more is considered a full-time student.
  - B. Part-time registrant. Any student enrolled in fewer than twelve (12) credit hours is considered a part-time student.
- IV. Refunds
  - A. Tuition. A portion of tuition may be refunded to a student who officially withdraws within the established refund period.
  - B. Fees. Course and Program Fees, Institutional Fees, and Student Fees follow the same refund schedule as tuition. All other fees are refundable according to procedures established by the Administration.
  - C. Financial Aid Recipients. If a refund is due to a student under the institution's refund policy and the student received financial aid under any Title IV student financial aid program, other than the District work-study program, a portion of the financial aid shall be returned to the Title IV program(s) according to federal regulations.
  - D. Appeals. Students who feel that individual circumstances warrant exceptions to the published policy may appeal to the Student Appeals Committee.
- V. Deferred Payment. Students with pending financial aid may defer payment of tuition and fees until all financial aid has been awarded. Deferred payment is authorized by the Financial Aid Director.
- VI. Students may be prohibited from registering for subsequent semesters for non-payment of tuition, fees or other charges.
- VII. The Board of Trustees reserves the right to modify these policies as needed in order to reconcile the best interest of the District and the student concerned.

### I. Semester Tuition and Fee Schedule

The tuition and fee schedule is published on the district website and available in the following offices: Admissions, Financial Aid, Records, and the Business Office.

### II. Tuition Overload Charge

A tuition overload charge will be assessed for all hours in excess of 18 credit hours, in accordance with the student's residency classification.

Overload charges are refundable on the same basis as tuition.

### III. Course and Program Fees

Certain courses and programs have an additional fee. The course/program fee schedule is published on the district website and available in the following offices: Admissions, Financial Aid, Records, and the Business Office.

Course and program fees are refundable on the same basis as tuition.

### IV. Institutional Fees

Students enrolled in the district are assessed a per credit hour institutional fee. The fee schedule is published on the district website and available in the following offices: Admissions, Financial Aid, Records, and the Business Office.

Institutional fees are refundable on the same basis as tuition.

### V. Student Fees

Students enrolled in the district are assessed a per credit hour student fee based on the county in which the courses are offered. The fee schedule is published on the district website and available in the following offices: Admissions, Financial Aid, Records, and the Business Office.

Students who are officially enrolled in a secondary education program will not be assessed a student fee.

Student fees are refundable on the same basis as tuition.

### VI. Insurance Fees

Full-time students are assessed a student insurance fee each semester.

Students who are officially enrolled in a secondary education program will not be assessed an insurance fee.

Student insurance fees are refundable through the sixth day of the semester.

## VII. Usage Fees

Students enrolled in certain classes will be charged a usage fee. Usage fees are fees collected by the college and passed on to an outside entity for the use of their facility or product. Usage fees are refundable through the first day of class.

## VIII. General Fees

The testing center assesses various fees for taking a challenge exam and other tests. The fee schedule is available in the testing center office. Test fees are non-refundable.

International students are charged an application fee. This fee is non-refundable unless the student enrolls in classes in the district. Once classes begin, the fee will be credited to the student's account.

## IX. Continuing Education and Community Service Courses (non-credit)

Fees are assessed on a cost basis for each continuing education and community service program, class activity, or service sponsored by the district. Enrollment in these non-credit courses does not entitle a student to credit student benefits such as student activities, publications, and insurance.

These fees are non-refundable after the first day of class.

## X. Contracted Learning (workforce training)

The college supports joint educational programs with business and industry. To meet the demands of this constituency, it is recognized that some flexibility with fee charges is necessary.

## XI. Room and Board

The room and board fee schedule is published on the district website and available in the following offices: Admissions, Financial Aid, Records, Business Office, and the Housing Office.

Students who officially withdraw from all classes within the first 25% of the semester will receive a refund for a portion of their room and board fee. A fifteen percent penalty will be deducted from the unused portion of the room and board fees. No refund will be made for a student who withdraws after October 1 for the fall semester and February 15 for the spring semester.

A two-semester contract may be cancelled at the end of the first semester provided the room is vacated by the published closing date for the semester. A penalty of twenty-five percent of the second semester's charges will be assessed and the deposit will be forfeited.

Room deposits are paid in advance and are refundable if the housing office receives a request in writing in accordance with the dates stated in the housing confirmation letter.

XII. Tuition and Fee Refunds

A portion of tuition and fees will be refunded to a student who officially withdraws from class within the first three weeks of the semester for full-semester classes or 25% of the class for shorter than full-semester classes, as follows:

Full-semester classes

Within 7 calendar days 100% refund

Within 14 calendar days 70% refund

Within 21 calendar days 40% refund

**FEE DISTRIBUTION**

Sheridan College and Gillette College Registration

The distribution of student fees shall be determined annually by the Student Fee Allocation Committees (SFAC) at each College of the Northern Wyoming Community College District. Committee members are appointed by the President of the Student Government Association with the Student Government Advisors, as designated in the SFAC procedures manual. A copy of the approved allocations is available in the Student Government Office.

Johnson County Registration

Student fee funds collected will be held in an account in Sheridan. Decisions regarding the expenditure of the student fee funds will be made by the Johnson County Advisory Committee.

High School Students

Students who are officially enrolled in a secondary education program and also enroll in credit college classes through dual enrollment or other means will not be assessed any student fees.

\*Fees assessed per table as listed in Series 5041.1

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Revised:	August 15, 1984	July 1, 2000	
	July 30, 1985	July 1, 2001	
	July 1, 1986	December 1, 2001	
	July 1, 1988	July 1, 2007	
	July 1, 1992	July 24, 2009	
	July 1, 1996		

## **GOLDEN AGE GRANT**

The District offers Wyoming residents sixty years of age or older reduced admission for special events as announced by the District and tuition grants for courses offered by the District.

Tuition grants will be distributed on the following basis:

1. One-half of the annual budgeted total will be used during the fall semester and the other half will be allocated for the spring semester. Golden Age Grants will not be awarded for summer offerings.
2. Priority will be given to pay for credit courses. Non-credit courses will be approved based on available funds. Golden Age Grants are awarded on a first-come first-served basis.
3. Golden Age Grants will pay 50% of in-state tuition. Recipients will be responsible for the remaining balance plus fees, books, materials or any other costs associated with the course..
4. The Director of Financial Aid will determine individual eligibility.
5. All applicants must complete the Golden Age Grant form at the time they register for classes.

## CONTRACTED LEARNING

I. Definition

Contracted learning is defined as any joint-venture program involving the College and area professionals, government agencies, businesses and/or industries.

II. Goals and Objectives

The contracted learning program is designed to provide a working partnership between the College and business and industry. Seminars, workshops, courses and training conducted under this program will be designed to meet individual client requirements.

III. Resources

The College expects all programs to be cost-effective. Expenses, other than indirect costs assumed when necessary by the College, should not exceed the income derived including all personnel, travel, supplies, equipment and other instructional costs.

IV. Contractual Agreements

The president, or designee, is authorized to enter into contracted learning agreements.

**STUDENT INSURANCE**

All full-time students are required to participate in the District's group accident insurance plan. The cost of this insurance is to be borne by the student.

## STUDENT INSURANCE

- I. Accident insurance is purchased by all full-time students each semester. Rates may vary each year.
  - A. Type of Plan: The plan covers all injuries related to accidents on a 24-hour basis.
  - B. Participation: The plan is mandatory for all full-time students.
  
- II. Group health insurance is available on an optional basis to all students enrolled in 6 credits or more.
  - A. Type of Plan: Sickness Benefit Plan.
  - B. Participation: Optional for all students; available to all students enrolled in six credits or more. Coverage is also available to spouses and dependent children.

**STUDENT GOVERNMENT AND CLUBS**

Subject to the policies and procedures of the College, student bodies at the Sheridan Campus and Gillette Campus are self-governing and operate under constitutions that are subject to approval by the College President.

Student clubs may be organized and are subject to the approval of the College President or designee.

### **ALCOHOLIC BEVERAGES IN DISTRICT RESIDENCE HALLS**

The possession and consumption of alcoholic beverages at any District facility, program, or in any vehicle, regardless of location, is limited to circumstances and conduct expressly permitted by the laws of the State of Wyoming and District procedures.

Alcoholic beverages may be consumed by students and their guests in individual residence hall rooms, individual student family housing units, and in on-campus employee housing, provided such consumption is in compliance with state law and in accordance with NWCCD procedures, unless expressly forbidden in individual campus rules. Unless authorized by the District President, alcoholic beverages may not be consumed nor open containers permitted in the halls, lounge areas, utility rooms, or other public areas of residence halls, or in any other campus locations.

Authorizations by the District President for consumption of alcoholic beverages in locations other than individual residence hall rooms, individual student family housing and in on-campus employee housing shall conform to the following conditions:

- a. Consumption shall be in connection with a substantive event, such as a banquet, official entertainment, reception;
- b. Food and non-alcoholic beverages shall be present;
- c. The event shall be monitored to prevent consumption by persons not of legal age.

**ALCOHOLIC BEVERAGES IN COLLEGE RESIDENCE HALLS**

- I. It is the intent of the College to encourage responsible behavior. The use of alcoholic beverages in College residence halls will be in accordance with the following procedures. Violations shall constitute misconduct which subjects the offenders to sanctions as described in the Student Handbook of Sheridan College.
- A. The relevant law prohibits the possession and use of alcoholic beverages by any person who is under 21 years of age. Such unlawful conduct is hereby prohibited.
  - B. Students who are 21 years of age or older and who are residing in College owned residences may possess and consume alcoholic beverages only within the assigned living quarters of the resident in conformity with state and local laws and College regulations governing personal conduct.
  - C. Residence hall lobbies and hallways shall be considered public areas in which open alcoholic beverage containers are strictly prohibited.
  - D. Selling, either directly or indirectly (such as through donations or solicitations), of alcoholic beverages in the aforementioned living units is prohibited. This restriction shall include the exchange for alcoholic beverages of tickets used for the purpose of such exchange; or any other means by which alcoholic beverages are provided for a consideration of cash or otherwise.
  - E. Individual residents are charged with full responsibility for the conduct of their guests and must take actions to ensure that the relevant law and College regulations are observed by guests. Host responsibilities include:
    - 1. Assuming responsibility to make certain that minors are not served or allowed to consume alcoholic beverages in the room of the host;
    - 2. Realizing that by providing alcoholic beverages he or she is responsible, and perhaps liable, for the safety and well-being of the guests; and
    - 3. Making certain that noise levels comply with published quiet hour standards.
  - F. Public advertisements relative to functions or parties in individual's rooms where alcoholic beverages are to be consumed are not permitted.
  - G. Public drunkenness is considered inappropriate and disruptive and violators will be subject to legal and/or disciplinary action. Students under 21 who display such behavior may be charged with possession by consumption.
  - H. Persons within living units shall promptly provide identification and proof of age upon request by any member of the residence hall staff, campus police or other college officer who identifies himself/herself

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- I. Kegs of beer or multiple cases of beer or other large quantities of alcoholic beverages, e.g., "Garbage Can Punch," are not permitted on campus at any time.
- J. Residents who choose not to drink should not be encouraged or goaded into drinking by others.
- K. Drinking contests, or drinking to excess under any circumstances is considered substance abuse and will not be tolerated.
- L. Violation of the above regulations will be reported and heard through the normal College disciplinary procedures. Violations of applicable laws may be pursued as provided by law.

## STUDENT CONDUCT AND DISCIPLINE

- I. General. Registration at the District implies a commitment to high standards of personal and social behavior. Students are expected to abide by established guidelines at all times as defined in Series 5075.2
- II. Purpose. The purpose of the student conduct and discipline policy is to prescribe standards of personal conduct for students at the District and to specify procedures associated with disciplinary actions taken to maintain those standards.
- III. Scope. These procedures apply to all credit and non-credit students at the District.

## STUDENT RIGHTS

### I. College Community Membership

- A. When students begin their academic career at Northern Wyoming Community College District (NWCCD), they become members of the college community – a community of people with the common goal of the pursuit of learning and training. All members of the NWCCD community – students, faculty, staff, and administrators have rights. These rights, however, are not to infringe on the rights of others.
- B. Students have the right to organize social, religious, and political groups and to have invited guests as speakers on campus. College facilities are available for such programs, consistent with established guidelines and procedures. However, NWCCD condemns any deliberate action which promotes racial, ethnic, gender-specific, religious hatred, or other actions promoting hatred.

### II. Rights

- A. To have the right of education, including, but not limited to:
  - 1. The right to instruction in courses and programs offered by the college.
  - 2. The right to use support in overcoming educational, cultural, emotional, and economic disadvantages that hinder the educational process through the College's support services.
  - 3. The right to receive in writing from each faculty member during the first week of classes of every semester, a course syllabus that includes a written course description, outline of the material to be covered, course requirements including a specific list of information and techniques which the student is expected to acquire, attendance policy, and the grading system to be utilized.
  - 4. The right to have the freedom to exercise the rights of citizenship, association, inquiry, and expression.
  - 5. The right to privacy and confidentiality.
  - 6. The right to representation through participation on formal governance committees.
  - 7. The right to fair and equal treatment, including but not limited to: instruction, evaluations and services by faculty, staff, students and administrators.
  - 8. The right to all internal procedures in grievance and disciplinary hearings.

II. Definitions

- A. The term “College” means all campus and outreach centers of the Northern Wyoming Community College District.
  - B. The term “student” includes all persons taking courses at the college, both full-time and part-time and credit and non-credit.
  - C. The term “faculty member” means any person hired by the college to conduct classroom activities.
  - D. The term “designated college official” includes any person employed by the college, charged with policy and procedure enforcement by the President of the College or the Board of Trustees.
  - E. The term “member of the college community” includes any person who is a student, faculty member, college official, or any other person employed by the college. A person’s status in a particular situation shall be determined by the human resources officer.
  - F. The term “college premises” includes all land, buildings, facilities, and other property in the possession or owned, used, or controlled by the college.
  - G. The term “judicial body” means any person or persons authorized by the Chief Student Affairs Officer of College President, including the Student Conduct Board and the Student Grievance Committee, to determine whether a student has violated the student disciplinary code or other college policies and/or procedures.
  - H. The term “day” as used in this policy, shall mean a working day.
  - I. The term “senior officer” refers to a senior level employee who reports to the president for the responding party’s work area.
  - J. The term “instructional period” is the academic semester, summer session or intersession when a grievant knows or should have known of a grievable act or inaction.
  - K. The term “Chief Student Affairs Officer (CSAO) refers to the individual designated by the President of the College to oversee all student affairs including, but not limited to, the judicial processes. The CSAO or designee will coordinate the appointments to the various judicial and grievance committees. In the event the College is in summer session or an intersession the CSAO will name the members of the judicial and grievance committees in cooperation, as is reasonably possible, with the Council and Senate(s) leadership.
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- L. The term “safety” refers to the health and safety of self and others.
- M. The term “Student Conduct Board” refers to the judicial board that will consist of a minimum of one (1) professional staff selected by the professional staff council chair, one (1) faculty selected by the Faculty Senate President, and three (3) students selected by the Student Senate President.
- N. The term “Appeal Board” refers to the appellate body of the judicial process that will consist of three (3) members who did not serve on the Student Conduct Board; one (1) professional staff, one (1) faculty, and one (1) student. The members of the Appeal Board are selected by the chair or president of their respective Councils or Senates.
- O. The term “Student Grievance Committee” refers to the grievance panel that will consist of at least one (1) professional staff and one alternate selected by the Professional Staff Council chair, one (1) faculty member selected by the Faculty Senate President from faculty-at-large and one alternate, and one (1) student and one (1) alternate selected by the Student Senate President.
- P. The term “student” refers to any individual using the College services for credit or non-credit classes or any of our partner institutions for the same. Students who are student employees or work study students are considered students first. In the event there is doubt whether a situation is a student situation or employment situation the CSAO will make the final determination.

CONDUCT RULES AND REGULATIONS

I. Rules and Regulations

A. Any student found to have committed the following misconduct is subject to the disciplinary sanctions outlined in Series 5075.5. The following list is not all-inclusive of prohibited behaviors, but serves as guidelines.

1. Acts of dishonesty, including but not limited to the following:
  - a. Cheating, plagiarism, or other forms of academic dishonesty (See Academic Honesty, Series 6005).
  - b. Furnishing false information or failing to provide truthful information to any college official or faculty member.
  - c. Forgery, alteration, or misuse of any college document, record, or instrument of identification.
  - d. Tampering with the election of any college recognized student organization.
2. Disruption or obstruction of the teaching learning process, research, administration, disciplinary proceedings, other college activities, including its public service functions on or off-campus, or other authorized non-college activities, or when the act occurs on college premises or at campus-sponsored activities.
3. Physical abuse, verbal abuse, threats, intimidation, harassment, coercion, and/or other conduct, which threatens or endangers the health or safety of any member of the College community.
4. Attempted or actual theft of and/or damage to property of the College (including library materials) or property of a member of the College community or other personal or public property.

5. Hazing, defined as an act which endangers the mental or physical health or safety of a student, or which destroys or removes public or private property for the purpose of initiation, admission into, affiliation with, or as a condition for continued membership in a group or organization.
6. Failure to comply with directions of college officials or law enforcement officers acting in performance of their duties and/or failure to identify oneself to these persons when requested to do so.
7. Unauthorized possession, duplication, or use of keys to any college premises or unauthorized entry to or use of college premises.
8. Unauthorized access, use, or disclosure of records or information of any members of the College community.
9. Violation of published college policies, program rules, or regulations (i.e., including parking; motor vehicle movement; compliance in completing health record).
  - a. Students in health sciences and nursing disciplines who fail to submit health records will be removed from clinical affiliations and labs with the possibility of further disciplinary action.
10. Violation of federal, state, or local law on college premises or at college-sponsored or college-supervised activities.
11. Use, possession or distribution of narcotics(s) or other controlled substances except as expressly permitted by the law.
12. Use, possession or distribution of alcoholic beverages except as expressly permitted by the law, or public intoxication (see Series 5070).
13. Possession of firearms, explosives, other weapons, or dangerous chemical agents on college premises.

14. Participation in a campus demonstration that disrupts the normal operations of the College and infringes on the rights of other college community members, leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area. Students have the right to organize. The College designates the soccer complex or CTEL room 136 on the Sheridan Campus and the Presentation Hall or across the street from the east wing on the Gillette Campus. Times for access to these locations are from 12:00 p.m. until 7:00 p.m. on any college work day; however, normal operations of the College shall not be disrupted.
15. Obstruction of the free flow of pedestrian or vehicular traffic (e.g., skateboarding) on college premises or at college-sponsored or supervised functions.
16. Conduct which is disorderly, obscene, lewd, or indecent; breach of peace; or aiding and abetting; or procuring another person to breach the peace on college premises or at functions sponsored by, or participated in by, the College.
17. Unlawful or unauthorized use of College's computer system or network.
18. Violation of rules regarding housing policies.
19. Improper use of copyrighted materials.
20. Theft or other abuse of computer time, including but not limited to:
  - a. Unauthorized entry into a file to use, read, or change the contents, or for any other purpose.
  - b. Unauthorized use of another individual's identification and password.
  - c. Use of computing facilities to send or receive obscene or abusive messages.

- d. Use of computing facilities to interfere with normal operation of the College computing system or any other computing system.
21. Abuse of the judicial system, including but not limited to:
- a. Failure to obey the summons of a Student Conduct Board, student grievance committee or college official.
  - b. Falsification, distortion, or misrepresentation of information before a Student Conduct Board or Student Grievance Committee.
  - c. Disruption or interference of a 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 judicial system. Attempting to influence the impartiality of a member of a Student Conduct Board or Student Grievance Committee prior to, and/or during the course of, the judicial proceeding.
  - f. Harassment (verbal or physical) and/or intimidation of a member of a Student Conduct Board or Grievance Committee or a witness or victim prior to, during, and/or after a judicial proceeding.
  - g. Failure to comply with the sanction(s) imposed under the Student Code of Conduct.
22. Any other violation of the right of any member of the College community as deemed by the Chief Student Affairs Officer, designee, or Student Conduct Board.

II. Student Code of Conduct and Specialized Programs

- A. The College recognizes there are a number of specialized curricular and extra-curricular programs that exist. In each instance these program may have internal codes of conduct that, in addition to the general student code of conduct, must be adhered to by affected students; however, in the event of misconduct, the judicial process outlined in Series 5075.3 must be followed.

III. Violation of Law and College Discipline

- A. If a student is charged only with an off-campus violation of federal, state, or local laws, but not with any other violation of this Student Code of Conduct, disciplinary action may be taken and sanctions imposed for misconduct which demonstrates disregard for the College community.
- B. College disciplinary proceedings may be instituted against a student charged with violation of a law, which is also a violation of the Student Code of Conduct. Proceedings under the Student Code of Conduct may be carried out prior to, simultaneously with, or following civil or criminal proceedings off-campus. The College's disciplinary actions will not be subject to challenges on the ground that criminal complaints involving the same incident have been dismissed or reduced.
- C. When a student is charged by federal, state, or local authorities with a violation of law, the College will not request or agree to special consideration for that individual because of his or her status as a student. If the alleged offense is also the subject of a proceeding before the student conduct/advisory board for violation of the Student Code of Conduct, however, 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. 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 their personal capacities, remain free to interact with government representatives, as they deem appropriate.

IV. Immediate Suspension

- A. Immediate interim suspension, pending a hearing by the NWCCD Student Conduct Board, will occur whenever the accused student is deemed a safety threat. The following acts will result in immediate interim suspension.
  - 1. Serious acts against persons, including, but not limited to:
    - a. Serious threats or endangerment

- b. Murder
  - c. Physical assault
  - d. Rape or sexual assault
2. Serious acts against property, including, but not limited to:
- a. Arson
  - b. Destruction of property, including electronic property (e.g., computers)
  - c. Illegal occupation of a building
  - d. Possession or discharge of weapons or dangerous chemicals.
  - e. Misuse, sale or distribution of controlled substances on campus.
3. Serious acts jeopardizing the safety and lives of others, including, but not limited to:
- a. Creating or falsely reporting of bombs
  - b. Driving under the influence of drugs or alcohol
  - c. Hazing
  - d. Inciting a riot
  - e. Tampering with fire or safety equipment (including falsely pulling a fire alarm)
  - f. Resisting arrest

V. Guests

- A. It is the responsibility of NWCCD students to make their guests who visit the campus aware of these policies. Guests who violate the Student Code of Conduct will be escorted off campus and not permitted to return to the campus without the approval of the Chief Student Affairs Officer or campus security.

## JUDICIAL PROCEDURES

### I. Procedures

- A. The Chief Student Affairs Officer, or designee, is charged with administering the Student Code of Conduct and rendering a decision regarding the disposition within (10) working days of the incident. The CSAO can unilaterally sanction students or refer the incident(s) to the judicial process. In the case of admitted guilt by the student and/or impending significant threat to health and safety prior to the hearing, the CSAO or designee may decide on sanctions. If students admit to guilt, they cannot appeal the sanction.
- B. The CSAO or designee may place a student on disciplinary probation for violation of established College policy. If so, a letter will be placed in the student's personal file in both the Registrar's and the CSAO's offices. If the student does not re-offend throughout the remainder of the student's tenure at NWCCD, the letter will be discarded. However, if the student re-offends, she or he will be subject to the disciplinary procedures outlined below. A student may be permanently expelled from the College for gross violation of the Student Code of Conduct as determined by the CSAO or the judicial process.
- C. If the student in question wishes, an appeal of the decision may be made through the student appeals procedure. In such instances, the Appeals Board will hear the appeal within ten (10) days of receipt of the request and a decision shall be rendered within five (5) working days of the appeal hearing.
- D. All proceedings are confidential and all parties involved are bound to confidentiality.

### II. Judicial Authority

- A. The CSAO shall determine the composition of the Student Conduct Board to include one (1) faculty member, one (1) professional staff, and three (3) students.
- B. The Student Conduct Board shall make written findings and may recommend sanctions upon determination misconduct occurred.
- C. Findings made by the Student Conduct Board and/or the CSAO shall be final, pending the normal appeal process.

- D. The CSAO or designee is the only person authorized to impose sanctions upon students found to have violated the student disciplinary code. The Chief Student Affairs Office may designate another staff member of the College to serve simultaneously as a judicial advisor and a member of a Student Conduct Board, who also is authorized to impose sanctions upon students found to have violated the student disciplinary code. Nothing shall prevent the Chief Student Affairs Office from authorizing the same person to serve in all cases.
- E. The CSAO of the College is the person designated by the College President who is charged to administer the Code of Conduct and consider appeals.
- F. The CSAO shall develop policies for the administration of the judicial program and procedural rules for the conduct of hearings, which are not inconsistent with provisions of the student disciplinary code.
- G. Every student has the right of appeal unless the offense is so obvious and heinous the CSAO and the College President determine no appeal is allowed.

### III. Complaints and Hearings

- A. Any member of the College community may file a complaint against any student for misconduct. A complaint shall be prepared in writing and directed to the CSAO or designee responsible for the administration of the College's Student Conduct Board. Any complaint should be submitted as soon as possible after the event takes place, preferably within ten (10) working days. If the complaint is received after ten (10) days the CSAP may dismiss the complaint.
- B. The CSAO or designee may conduct an investigation to determine if the complaints have merit and/or if they can be disposed of administratively. If the CSAO determines there is a basis for the complaint, a specific statement of charges under the Code of Conduct with potential sanctions will be issued to the student.
- C. If the complaint can be resolved to the mutual satisfaction of the CSAO and the student who has been charged, such disposition will be final and there shall be no subsequent proceedings. If the complaint cannot be disposed of by mutual consent, the CSAO or designee may later serve as a member of the Student Conduct Board. Any complaint shall be presented to the accused student in written form, noting specific violations of the Student Code of Conduct.
- D. A time shall be set for a hearing, not less than five (5) and not to exceed more than fifteen (15) working days after the student has been notified of the specific charges. Maximum time limits for scheduling of hearings may be extended at the discretion of the CSAO or designee.
- E. Hearings shall be conducted by a Student Conduct Board according to the following guidelines:

SERIES 5075.3

1. Hearings shall be conducted in private. Admission of any person to the hearing shall be at the discretion of the Student Conduct Board and/or its chairperson.
2. In hearings involving more than one accused student, the chairperson of the Student Conduct Board, at his or her discretion, may permit the hearings concerning each student to be conducted separately. The complainant and the accused have the right to be assisted by any advisor they choose from the College community; however, as an internal process, representative legal counsel at a hearing for any parties is not permitted. The complainant and/or the accused are responsible for presenting his or her case and, therefore, advisors are not permitted to speak in place of the students, but are there to provide direct advice and/or support to the accused.
3. The complainant, the accused and the Student Conduct Board shall have the privilege of presenting witnesses, subject to the right of cross-examination only by the Student Conduct Board.
4. The Student Conduct Board, at the discretion of the chairperson, may accept pertinent records, exhibits, and written statements as evidence for consideration. All procedural questions are subject to the final decision of the chairperson of the Student Conduct Board.
5. At a subsequent meeting after the hearing, the chairperson shall determine (by majority vote if the Student Conduct Board consists of more than one person) whether the student has violated the section of the Student Code of Conduct, which the student is charged with violating.
6. The chairperson's determination shall be made on the basis of whether it is more likely than not that the accused student violated the Student Code of Conduct.
7. There shall be a single verbatim record, such as a tape recording, of all hearings before a Student Conduct/Advisory Board. The record shall be the property of the College and will be accessible to all involved parties.
8. Failure to obey the summons of a Student Conduct Board of College official may be found in violation of the Student Code of Conduct. In all cases, the evidence in support of the complaint shall be presented to and considered by the Student Conduct Board.

IV. Student Appeal Process

- A. An appeal shall be limited to the review of the verbatim record of the initial hearing and the supporting documents, unless the CSAO or designee has determined there is new evidence pertinent to the case, for one or more of the following purposes:

1. To determine whether the original hearing was conducted fairly in light of the complaint and evidence presented, and in conformity with prescribed procedures giving the complaining party a reasonable opportunity to prepare and present evidence that the Student Code of Conduct was violated, and giving the accused student a reasonable opportunity to prepare and to present a rebuttal of those allegations.
  2. To determine whether the findings regarding the alleged misconduct were based on substantial evidence, that is, whether the facts in the case were sufficient to establish that a violation of the Student Code of Conduct occurred.
  3. To consider new evidence or other relevant facts not brought out in the original hearing, because the person appealing did not know of such evidence and/or facts at the time of the original hearing.
- B. If the Appellate Board upholds an appeal, the Appeal Board will make a new determination after consulting with the original Student Conduct Board.
- C. The Appeal Board will consist of three (3) members who did not serve on the Student Conduct Board; one (1) professional staff selected by the professional staff council chair, one (1) faculty selected by the Faculty Senate President and one (1) student selected by the Student Senate President.
- D. The appeal shall be filed in writing to the CSAO within five (5) days of the release of findings of the Student Conduct Board.
- E. The Appeal Board shall hear the appeal no later than ten (10) days after the appeal.
- F. Any decisions of student code complaints, whether by the CSAO or the Student Conduct Board hearing shall be final and not givable.

## STUDENT GRIEVANCE PROCEDURE

### I. Grievance Process

- A. Northern Wyoming Community College District has established the grievance process to ensure that the student's rights are protected and the College community functions in an orderly manner. A student has the right to grieve issues arising from actions other than those take under recognized student disciplinary procedures by following the proper procedures.
- B. A grievance is a dispute of policy and/or procedure with any other member of the College community.
- C. The following documents outline the formal steps the student grievance committee and Chief Student Affairs Officer shall follow to ensure that all parties involved in the process receive fair and equitable treatment.

### II. Student Grievances

- A. The basic outline of the procedure shall be included in the student handbook. The grievance procedure is not intended to replace current informal procedures, but only provides an additional avenue of dialog for students. It is also not intended to follow the traditional hearing type proceeding.
- B. The student grievance committee shall provide a prompt, fair, and equitable hearing for each grievance filed and submits a written recommendation to the CSAO or designee for rendering a final decision. In some cases, the committee may determine, based on written evidence, that the grievance does not meet the definition of a grievance and shall so recommend a summary judgment to the CSAO without convening an internal hearing.
- C. It must clearly be understood that neither the grievant, the respondent, any member of the committee, nor any other party to the grievance shall suffer any retribution for his/her part in the action, but shall have access to a new grievance should retribution be evident.

### III. Procedure

- A. Receiving grievance and informal resolution phase:
  - 1. The student who has a grievance must first meet with the CSAO or designee within five (5) days in order to resolve the issue informally. If, after inquiry, the CSAO or designee determines student's grievance has merit, the student(s) and/or the employee(s) and the CSAO or designee will meet within five (5) working days of the complaint to determine potential informal resolution alternatives.

2. If appropriate resolution alternatives are developed, they will be presented to all principles involved within three (3) working days of the informal resolution meeting. After one alternative has been agreed upon by all involved parties, a notice of resolution acceptance will be prepared by the appropriate administrative personnel and signed by the grieving student(s) and or the college employee(s) involved. Final agreement and implementation of the resolution will be documented by the administrative supervisory personnel within five (5) working days.
3. If the efforts to resolve informally fail, the student may obtain a student grievance form and procedure from the CSAO or designee and file a written complaint to be delivered to the CSAO or designee within five (5) working days of the alleged unfair action.
4. After the written complaint is filed the grievance enters the formal hearing phase and is remitted to the Student Grievance Committee.

B. Hearing Phase

1. Within three (3) working days after the informal resolution meeting, the CSAO or designee will provide copies of the formal complaint to all parties involved.
2. Within three (3) days the CSAO or designee will appoint a grievance committee.
3. The grievance committee shall be composed as follows: the committee shall have at least one (1) professional staff and one alternate selected by professional staff council chair, one (1) faculty member from faculty-at-large and one alternate selected by the Faculty Senate President, and one (1) student and one (1) alternate selected by the Student Senate President. The chair of the committee will be appointed by the CSAO or designee and shall have voting privileges. The committee reserves the right to appoint a substitute member, who is acceptable to both parties, if a committee member and the alternate are unavailable to serve. The three committee members shall constitute a quorum.
4. Within five (5) working days of receipt of the formal complaint, the office or individual whose action is being grieved may submit a written response to the student grievance committee.

5. Within two (2) working days of receipt of the written response the student grievance committee will review the complaint and determine if the complaint constitutes a grievance. In some cases the grievance committee may determine, based on the written evidence, the grievance does not meet the definition of grievance and shall recommend to the CSAO or designee the claim be dismissed.
6. Within the next five (5) working days the student grievance committee will hold a hearing at which both the student who filed the grievance and the accused party shall have an opportunity to participate and present relevant information.
7. Within two (2) working days after the hearing, the committee shall submit written findings to the CSAO or designee. The student grievance committee will confer with the CSAO or designee and make recommendations to resolve the grievance. The CSAO or designee will make the final decision on the grievance within five (5) days. Copies of this recommendation will be given to all parties involved.
8. The decision of the grievance committee will be final and shall not be appealable.

#### IV. Student Grievance Hearing Guidelines

- A. The following guidelines will govern the student grievance hearing. The hearing will be conducted in a closed session and be recorded by the committee.
- B. The student grievance hearing is not a “court hearing” and is not meant to substitute for any external legal proceedings. Hence, the rules are flexible and follow the standards of internal procedures, as agreed upon the members of the student grievance committee. No legal counsel for either party will be allowed to be present or participate in the hearing.
- C. Each party may have an advisor who shall not be an attorney who will be allowed to witness the presentations and advise the student. He/she may not communicate directly with the committee.
- D. Either party who wishes to bring in witnesses must submit the list of witnesses to the CSAO or designee at least two (2) working days prior to the hearing.
- E. All witnesses shall be excluded from the hearing except when called for giving testimony.
- F. Each party to the grievance will be allotted the same amount of time for making a presentation, if they so choose.

- G. The grievant will present the case first; the respondent will present after the grievant's presentation.
- H. A brief time, as determined by the chair, will be allotted to each party to offer any arguments in rebuttal.
- I. The only persons allowed to present the case or argue will be the grievant and the respondent. The person making the presentation may only address the committee.
- J. The committee reserves the right to question, cross examine, or to recall either party or witnesses, in order to gather additional information.
- K. Procedural decisions not addressed in this document shall be the responsibility of the student grievance committee (duly recorded in writing and signed by all members of the committee and provided to all parties to the grievance). Such records shall be retained along with other pertinent files.

V. Grade Appeals

- A. Complaints or grievances filed in connection with assigned grades represent a special case within the grievance procedure. Grading reflects careful and deliberate assessment of a student's performance by the instructing professional(s). As such, decisions are necessarily judgmental; the substance of those decisions may not be delegated to the grievance process. Nevertheless, the College recognizes that in rare cases the process of grading may be subject to error or injustice.
- B. A student who alleges an error or injustice in the grading process may file a grievance under the student grievance procedure. For purposes of a grade appeal, the Chief Academic Officer of the College, or his/her designee, shall serve at the student grievance officer throughout the grade appeal process.
- C. If the faculty member who assigned the challenged grade is no longer employed by the College or is not available within the timelines specified, the student may initiate his/her complaint with the chief administrator of the appropriate instructional division (who shall be identified by the Chief Academic Officer).
- D. If at any point substantial evidence of error is produced, the grading process may be remanded to the instructor of record for reassessment. If the instructor of record is no longer available, the chief administrator of the appropriate instructional division or his/her designee shall instead reassess the grading process.
- E. Final determinations are to be sanctioned formally by the grievance committee or, in some cases, made by the Chief Academic Officer.

## PENALTIES FOR VIOLATIONS OF RULES OF CONDUCT

## I. Penalties

- A. The following penalties may be imposed by the Chief Student Affairs Officer for violations of the rules of conduct. In each case, the penalty to be imposed will be determined by examining the nature and severity of the violation. A record of disciplinary action will be retained in the student's file in the Chief Student Affairs Officer's office. More than one of the sanctions listed below may be imposed for any single violation. Other than college suspension and expulsion, disciplinary sanctions shall not be made part of the student's permanent academic record. The CSAO will keep a confidential record of disciplinary actions.
1. Warning. A warning is a written statement to the student stating that he/she is violating or has violated College rules and may be subject thereafter to more severe disciplinary action.
  2. Restitution. Restitution is defined as reimbursement or other compensation for damage. When this sanction is imposed, the decision shall direct that restitution be made in a specific amount by a certain date. The consequences of failure to make such restitution shall be stated in writing, including suspension or dismissal.
  3. Probation. The definition of "probation" shall include the following: a period of time, decided upon by the CSAO, during which a student who has been found guilty of a breach of the College's rules of conduct may be considered to be unacceptable to participate in the social activities of the College, including run for or hold an office to a club, class or senate. He or she may not participate in any public display or activity as a representative of the College. Any student placed on probation may not be able to attend College social activities such as dances, films, ball games, plays, intramural sports, etc., unless the CSAO determines it may be desirable that the student be allowed to attend certain of the social activities. Violation of probation could result in additional actions, such as extended probation, eviction from residence hall, loss of academic or athletic scholarships, suspension, or dismissal. Terms of the probation will be determined by the CSAO or designee.
  4. Loss of Privileges. Denial of specified privileges for a designated period of time.

5. Fines. Fines may be imposed as follows:
  - a. \$50 for first violations
  - b. \$100 for second violations
  - c. Higher fines levied at the discretion of the CSAO
6. Discretionary Sanctions. Work assignments, service to the College or other specific assignments appropriate to the violation as determined by the CSAO or designee.
7. Residence Hall Suspension. Separation of the student from the residence halls for a defined period of time, after which the student is eligible to return. Conditions for re-admission may be specified.
8. Residence Hall Expulsion. Permanent separation of the student from the residence halls.
9. Suspension. Suspension shall mean the immediate withdrawal of the student from all classes with the loss of all credits for the semester in which the suspension will occur. When the student is suspended, he or she will be notified in writing. The notification will include a date after which the student may be readmitted to the College. Generally, a suspension shall be only for the semester in which an offense occurs, unless the offense occurs at the end of a semester, in which case the suspension may be carried over to the following semester and credits will then accrue. A student who is suspended may be required to forfeit all refund privileges for the semester in which the dismissal occurs.
10. Dismissal. Dismissal will mean immediate withdrawal from the College with the loss of all credits in the semester in which the dismissal occurs. The dismissal notice will retain no re-admission date. To be reinstated, a student who has been dismissed must petition the Board of Trustees through the President's office. The Board hearing is not necessarily an outcome of the petition. A person who has been dismissed will not be considered for re-admission until at least one year after the dismissal. A student who was dismissed may be required to forfeit all refund privileges for the semester in which the dismissal occurs.

**ON-CAMPUS RESIDENCY**

- I. On-campus residence halls have been constructed to provide reasonably priced living facilities away from home. NWCCD maintains housing facilities convenient to the campus cognizant that on-campus residency has educational value in that it creates an environment in which students away from home can live and work together in a community of scholarship. In addition, the District believes on-campus residency enriches relationships with the staff and other students.
  
- II. Failure of a student to comply with the established District residency rules will result in the student being subject to disciplinary action which may include social probation, suspension, dismissal, expulsion, loss of fees and/or loss of credits.

**DISTRICT RESIDENCY AND FOOD SERVICE PROCEDURES**

- A. Room assignments are made on the assumption that the space is to be occupied for the entire period stated on the contract. This contract is a legal and binding agreement which may be canceled only under certain conditions.
- B. Assignments are made in the order in which contracts with deposits are received. Reservations will be held only until noon of the first day of classes, unless arrangements are made in advance.
- C. Students residing in District residence halls are required to purchase a board plan.
- D. The housing deposit reserves a room and also serves as a damage deposit which is refundable if the contract is fulfilled. The District will deduct from the deposit any necessary cleaning or other charges for damage to, or loss of District property for which the student is responsible. The student is also responsible for costs of damages that exceeds the amount of the deposit. Deposits for rooms reserved but unoccupied will be forfeited if notice of cancellation is not received at least 10 days prior to the opening of the residence halls each semester.
- E. Room and board charges are on a semester basis. Bills are payable at final registration unless arrangements are made in advance by the student to pay one-third of the bill at registration and the balance in installments during the semester. These arrangements are to be made with the Student Financial Aid Director. The final installment must be paid by November 1 for the fall semester, April 1 for the spring semester.
- F. When conditions warrant the termination or cancellation of a housing contract, a fifteen percent penalty of the unused portion of the contract will be charged. Room and board fees will be recalculated, and a refund processed if one is due. No refund will be made on contracts that are terminated or canceled after 4 weeks of the semester (refund schedule). In all cases the deposit will be forfeited.
- G. Housing reservations are recognized only after students have been accepted for admission to the District. Students living in residence halls must be registered for at least 9 credit hours (SC) and 12 credit hours (GC) per semester through NWCCD, UW or Chadron State.
- H. The District reserves the right to make room assignments or reassignments as required. The District also reserves the right to make periodic inspections of residence hall rooms.
- I. When available, single occupancy rooms will be provided at an extra cost. Priority is given to upperclassmen and rooms are assigned on a first-come, first-served basis. Reassignment of spaces in single rooms will take place as the demand for housing requires.
- J. Students are provided keys to their rooms and the District does not assume responsibility for loss or damage of personal property.

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 Revised: July 1, 1981  
 July 1, 1988  
 April 11, 1991  
 July 1, 1993  
 May 10, 2011

- K. The District reserves the right to adjust prices charged for room and board at any time should changing conditions warrant such action.
- L. Occupants of residence halls are required to provide certain supplies of their own including blankets, pillows, linens, towels, wastebaskets and reading lamps. Waterbeds are not allowed in the residence halls.
- M. Quiet hours are observed at all times in residence halls, but particularly between the hours of 10:00 p.m. and 8:00 a.m.
- N. The use of hot-plates and other appliances that have exposed heating elements is prohibited.
- O. Pets are not allowed in the residence halls.
- P. Students are responsible for common living areas in their residence hall and may be held collectively liable for damages.
- Q. Residence halls currently have 24 hour visitation. Residents are responsible for the conduct of their guests. Visitation rights may be terminated for disciplinary reasons.
- R. The termination of the housing contract is an administrative prerogative that may be implemented for good cause, such as failure to comply with District or housing regulations, or the cessation of class attendance by the student.
- S. Residence halls are closed between the fall and spring semesters, unless otherwise designated by the administration.  
  
 Rooms are to be relinquished on the day following the last final exams of the student, and no later than the day after commencement for the spring semester. Students who are returning to the halls in the spring semester need not remove their belongings over semester break, and will not be charged a storage fee. Students who remain longer than closing dates will be charged a daily fee until the room is vacated. Any individual occupying a room longer than four days past the closing dates may face eviction proceedings.  
  
 Students who have been given permission by the administration to remain on campus over semester break will be charged a daily fee.
- T. Failure to complete all check-out procedures will result in the loss of the deposit. A \$50 fee will be charged for each key not returned. Students who terminate their housing contract during a semester forfeit their refund privileges.
- U. Students who reside on campus are required to show proof of immunity from measles before room assignments are made. Vaccinations will be required of anyone unable to prove immunity.

**SHERIDAN COLLEGE FAMILY HOUSING APARTMENTS**

I. General Information and Regulations

- A. Eligibility. At least one member of the household (household = married couple with or without children, or single parent with children) must have and maintain full-time student status, be making satisfactory academic progress in accordance with District policy, and be in good social standing in order to remain eligible.
- B. Application Process. A \$25.00 application fee must accompany the application. The amount will be applied to the total deposit. The application fee will be forfeited if notice of intention to accept or reject the apartment is not received within ten days after the apartment is offered. Half of the total deposit owed (\$50 of \$100) will be forfeited if the assignment is canceled anytime after it is accepted.
- C. Deposits. The deposit acts as both a security deposit and a damage deposit. It will be refunded at the end of the rental period after deductions are made for unpaid rent, damages, cleaning charges, and any other outstanding bills with the District. In the event of an eviction, the deposit will not be refunded.
- D. Payment of rent. Rental rates will be pro-rated if occupancy takes place at any time other than the first of the month. The first month's rent, plus any pro-rated amount equal to less than 14 days' rent is due before check-in. Subsequent rent payments are due on or before the first working day of each month at the Business Office. A fee of \$25 will be assessed for any rent which is past due after ten days.
- E. Intent to vacate. Renters must inform the Housing Office of their intent to vacate at least 30 days in advance. Renters will be held responsible for the rent during that 30 day period.
- F. Summer Rental. Apartments may be occupied over the summer if the occupants pre-register for fall semester. If not, the apartment must be vacated by June 1. Subletting of apartments is prohibited.
- G. Eviction. Occupants of apartments may face eviction for non-payment of rent, violation of District policies, damage to facilities, subletting, or any other appropriate reason. The renter will be liable for costs of any necessary legal proceedings that may stem from such an action.
- H. Alterations. Occupants may not make any alterations to the apartment facilities, including exterior grounds. This includes wallpapering, painting, wiring, additional fixtures, locks or construction of equipment or furnishings that would permanently alter the appearance.
- I. Pets. Only aquatic life in ten gallon or smaller aquariums are allowed in District apartments. Dogs, cats, birds, snakes, rodents, and other animals are not allowed. This includes pets of visitors.

- J. Children. Renters assume responsibility for the actions and damages caused by their children and guests. Parents are also responsible for the supervision of their children and for their protection from injury on District property.
- K. Noise. It is expected that occupants will share a common concern for the rights and privacy of others and for the physical well-being of the facilities. Excessive noise and activity in or around the complex constitutes disturbing the peace and will be handled accordingly.
- L. Municipal ordinances. Sheridan College's campus is within the city limits and all municipal ordinances apply. This includes the use of fireworks and the possession of controlled substances.
- M. Firearms. Residents may not store firearms or other weapons of any kind in the Family Housing units.
- N. Damages to the apartment. The District assumes no responsibility for theft, loss, or damage of any property belonging to residents. This includes damage by fire, water, or natural disaster. Damages to apartments resulting from unreported extended absences (i.e. winter months' freeze-ups) will be charged to the occupants.
- O. Alcoholic beverages. Kegs of beer or other large quantities of alcoholic beverages are not allowed in the Family Housing; or on District property at any time. All other policies regarding the privilege of consuming alcohol on campus as stated in the Student Handbook apply to residents of the Family Housing units.
- P. The District reserves the right to make and enforce other rules when it becomes necessary to do so for the safety and welfare of all occupants.

### HOUSING CONTRACT RELEASE

The housing contract signed by the student with Sheridan College is a legally binding agreement. The criteria for consideration of a request for release from this contract are: compelling unanticipated medical, personal or financial problems arising after the date of the contract.

The student must submit detailed, substantiating documentation which supports the reason for the request. Incomplete or partial information will delay the process. Only changes in circumstances over which the student has had no control since signing the contract will be considered.

Requests for contract release should be given to the Director of Campus Life. They will be reviewed by the Student Affairs Council who will make the final decision.

Contract releases granted for any reason results in the forfeiture of the deposit. Students who fail to abide by the decision of the Student Affairs Council are subject to action which will include being held liable for room and board charges for the term on the contract.

## HOUSING CONTRACT RELEASE

### Termination of Housing and Board Contract/Lease

Room assignments are made on the assumption that the space is to be occupied for the entire period stated on the contract, similar to an apartment lease. The contract/lease agreement is a legal and binding agreement which may be cancelled only under the following conditions:

1. **Before the semester begins:** The applicant may cancel the contract/lease agreement for a room reserved but not occupied.  
**Penalty:** The deposit will be forfeited unless notice to cancel the contract/lease is received by August 1 for the fall semester and January 2 for the spring semester.
  
2. **After the semester begins and the room has been occupied by the applicant:** A student new to the residence halls who occupies the room seven or fewer calendar days may opt out of the lease/contract provided they vacate the premises within that seven day period.  
**Penalty:** The student will be charged a prorated amount of room and board for the number of days the room was occupied. The deposit is forfeited. Students who have resided on campus in previous semesters may not exercise this option.
  
3. **After the semester begins and after the seven day period described above:** A student may be released from the contract/lease agreement for compelling unanticipated medical, personal or financial issues that arise after entering into the lease/contract. Only changes in circumstances over which the student has had no control since signing the contract will be considered.  
**Penalty (if release is granted):** 15 % penalty of the unused portion of the contract and forfeiture of deposit.  
  
 To request a release, the student must submit detailed, substantiating documentation which supports the reason for the request. Incomplete or partial information will delay the process. Requests for contract release should be given to the Director of Housing and Student Life. The request will be reviewed by the Vice President of Instruction and Student Services who will make the final decision. No refunds will be given for contracts cancelled or terminated after November 1 for the fall semester, and April 1 for the spring semester.
  
4. **Between semesters:** A two-semester contract may be cancelled at the end of the first semester provided the room is vacated by the published closing date for that semester.  
**Penalty:** 25% of the remaining semester's charges (for both room and board) and forfeiture of deposit.
  
5. **Withdrawal from classes:** Students who withdraw from classes mid-semester will be subject to the 15% penalty. Students who have contracted for two semesters but do not reenroll the second semester will not be assessed any penalty. The deposit will be forfeited in both cases.
  
6. **Disciplinary action:** Students whose housing and board contracts are terminated due to disciplinary action will be subject to the 15% penalty and loss of deposit.

## **GUEST ROOM CHARGES**

As space is available and with permission of the Dean of Students, guest rooms may be rented on a nightly basis. The same fee would be in effect for students who stay in the residence halls during vacation times that are not included in the normal semester charge.