

Monitoring Report EL-06 November 13, 2025

I hereby present my monitoring report on the **Executive Limitations Policy EL-06: Asset Protection** according to the monitoring report schedule (BPD-04). I certify that the information contained in this report is true and represents compliance with a reasonable interpretation of all aspects of the policy unless specifically stated otherwise.

Signed______ Date____2025 November 7______
Leah A. Barrett. President

The President shall not allow assets to be unprotected, inadequately maintained or unnecessarily risked.

INTERPRETATION

Employees are the College's most valuable asset. However, this policy is not directed at our human capital, which is the subject of EL-03. Therefore, for purposes of this EL-06, I interpret "assets" to mean College facilities, equipment, and funds.

I interpret "not unprotected" to mean the College has insurance which protects College assets with limits and coverages evidenced in the following sections.

I interpret "not inadequately maintained" to mean the College adheres to a maintenance plan for facilities and capital equipment as evidenced in the following sections.

I interpret "not unnecessarily risked" to mean the procedures, protocols and plans of the College which address risks to assets as evidenced in the following sections.

Further, without limiting the scope of the above statement by the following list,

- ... the President shall not:
- 1. Permit the organization to have inadequate bonding and/or inadequate insurance against property and casualty losses.

INTERPRETATION

Insurance against property and casualty loss is interpreted in 1.1 below. I further interpret adequate bonding to mean:

- a) All general contractors who work for the College have bonding requirements for the full amount of the contract price. This is reasonable because a bond for the full amount of the contract price would make the College whole in the event of nonpayment. Compliance will be shown when the Vice President of Administrative Services verifies that all construction contracts have this bonding requirement, and the bond documents are properly issued and executed.
- b) Pursuant to Neb. Rev. Stat. §85-1508, employees of a community college area authorized to handle funds shall maintain a bond. I interpret "adequate bonding" of employees as required by statute to mean those employees authorized to sign checks have a minimum bond in the amount of \$50,000. This is reasonable because the minimum amount prescribed by statute effectively protects the College while properly utilizing resources. Compliance will be shown when the Vice President of Administrative verifies the updated bond documents on an annual basis.

EVIDENCE

- a) All general contractors who work for the College are required, as part of the bidding process, to execute <u>AIA Document A201-2017</u> which requires the performance and payment of a bond (See, i.e. Article 11, page 29). In addition, the College requires all general contractors, as part of the bidding process, to execute a <u>Supplementary Conditions</u> document which supplements AIA Document A201-2017, which provides further requirements for bonds and insurance (See, i.e. Article 11, page 10).
- b) Three employees are authorized to sign checks for the College, and all three have a bond:

Leah Barrett, President

Scott Gray, Vice President of Administrative Services

Coleen Bressler, Executive Director of Administrative Services

Review of the bond documents by the Vice President of Administrative Services on October 20, 2025, verified that all bonds have been properly renewed and are effective for the current period.

1.1 Permit the organization to insure its property with inadequate valuation and limits and for damage due to an insufficient scope of perils.

INTERPRETATION

Adequate valuation for insuring buildings and contents is interpreted in 1.1.1 below.

Adequate limits for damages, and a sufficient scope of insured perils, are those recommended by an independent insurance broker with national experience and specific expertise in the higher education industry. This is reasonable because a national, independent insurance broker has access to greater resources than those available to a local broker. Compliance will be shown when the College's Proposal for Insurance is generated by a broker who provides services nationally to higher education institutions.

EVIDENCE

The College is a member of the Nebraska Community College Insurance Trust (NCCIT) which is a governmental risk management pool created under the Nebraska Intergovernmental Risk Management Act which allows the Nebraska Community Colleges to self-insure on a group basis for various coverages. The NCCIT contracts with the Nebraska Risk Management Association, Inc. (NRMA) to administer the trust. NRMA has contracted with Arthur J. Gallagher & Co. (Gallagher), a national insurance brokerage, risk management and consulting firm, as an independent insurance broker to provide for an annual proposal of insurance coverages to the members of the NCCIT. October 17, 2025, NRMA provided an annual report to the Board of Governors, setting forth the history, current governance structure, proposal process and financial status on. Gallagher has provided a coverage chart summarizing the limits and self-insured retentions/deductibles for the various coverages.

...the President shall not:

1.1.1 Insure the buildings and contents with a blanket limit which is not in accordance with the industry standard cost to replace the damaged items with materials of like kind and quality, without deduction for depreciation.

INTERPRETATION

I interpret the "industry standard" replacement cost for property insurance coverage to be the value determined by an annual appraisal of all buildings of the College, and their contents, by an independent appraisal firm hired by the NCCIT to determine values for the renewal of property insurance coverage. This is reasonable because the independent appraisal firm is hired by NRMA, the association which administers the NCCIT and is responsible for establishing standards of insurance practice for the Nebraska community colleges.

EVIDENCE

The most recent <u>Appraisal Report</u> dated November 24, 2024, and prepared by HCA Asset Management, an independent appraisal firm hired by NCCIT to determine replacement cost for Northeast's property insurance coverage, determined a total replacement cost value of all buildings, contents and other property of \$348,643,353. (Updated appraisal report for the current year is not available as of this date)

...the President shall not:

1.1.2 Permit the organization to have inadequate insurance for theft, disappearance or destruction of money and securities inside or outside the premises.

INTERPRETATION

I interpret "adequate insurance" for the named perils in this section to mean the College has Comprehensive Crime Insurance coverage for criminal acts of employees, such as embezzlement, forgery, or other acts involving employee dishonesty, with limits recommended by the independent insurance broker for NCCIT.

EVIDENCE

<u>Crime</u> coverage is included as part of the coverage provided by the NCCIT, as recommended by Gallagher, which includes coverage for employee theft and funds transfer fraud, on premises or in transit, along with other related types of coverage.

...the President shall not:

1.2 Permit the Board members, College staff and individuals engaged in activities on behalf of the organization, or the organization itself, to have inadequate liability insurance.

INTERPRETATION

I interpret "adequate liability insurance" for the named perils in this section to mean the College has General Liability and Excess Liability coverage for negligent acts of employees, in the amounts with limits as recommended by the independent insurance broker for NCCIT.

EVIDENCE

Board members, College staff and individuals engaged in activities on behalf of the College are insured under the **General Liability** insurance coverages of the NCCIT, as recommended by Gallagher, with limits of \$1,900,000 per occurrence and \$3,800,000 aggregate. In addition, **Excess Liability** coverage up to \$5,000,000 is provided through the NCCIT.

...the President shall not:

1.2.1 Allow the organization, Board members, the College staff to have inadequate insurance covering professional liability, errors or omissions related to the administration of or fiduciary duties involved with design or administration of employee benefits, wrongful acts involving personnel or other material decisions, or claims alleging sexual harassment, molestation, abuse or workplace harassment.

INTERPRETATION

I interpret "adequate insurance" for the named perils in this section to mean the College has Professional Liability, Errors & Omissions (E&O), Employee Benefits and Sexual Harassment and Sexual Abuse Liability coverage with limits as recommended by the independent insurance broker for NCCIT.

EVIDENCE

Errors and Omissions Liability, Employment Practice Liability, Employee Benefits Liability, and Sexual Harassment and Sexual Abuse Liability coverage are all included in the <u>General Liability</u> package of the NCCIT, as recommended by Gallagher, with limits of \$1,900,000 per occurrence and \$3,800,000 aggregate. In addition, <u>Excess Liability</u> coverage up to \$5,000,000 is provided though the NCCIT.

...the President shall not:

1.3 Permit the organization to have inadequate Privacy/Cyber insurance.

INTEPRETATION

I interpret "adequate cyber insurance" to mean the College has Cyber Liability coverage with limits as recommended by the independent insurance broker for NCCIT.

EVIDENCE

<u>Cyber Liability</u> coverage is provided through the NCCIT, as recommended by Gallagher, which includes coverage for Legal, Forensic and Crisis Management, Business Interruption Loss resulting from Security Breach or System Failure, Cyber Extortion, Data Recovery, eCrime, and cyber fraud, with various limits and coverages on a claims made basis.

1.4 Permit individuals traveling out of the United States on behalf of the College to have inadequate Travel Accident insurance.

INTERPRETATION

I interpret "adequate travel accident insurance" to mean that College has an international travel insurance policy which provides coverage for catastrophic loss to students and employees traveling abroad with limits as recommended by the independent insurance broker for NCCIT.

EVIDENCE

International Travel insurance coverage is a separate policy of insurance outside of the NCCIT. Current international travel insurance coverage for employees and students is provided by <u>The Insurance Company of the State of Pennsylvania</u> with limits of \$1,000,000 per occurrence and \$6,000,000 aggregate, as recommended by Gallagher.

...the President shall not:

1.5 Permit the organization to purchase a bond or crime insurance with inadequate limits and which does not cover loss due to dishonesty and lack of faithful performance by personnel having access to material amounts of funds, and which does not comply with any applicable statutory or regulatory obligations related to retirement accounts.

INTERPRETATION

Crime insurance was interpreted in section 1.1.2 above. I interpret insurance related to "statutory or regulatory obligations related to retirement accounts" to mean Employee Benefits insurance coverage and "adequate limits" to mean the College has Employee Benefits coverage with limits as recommended by the independent insurance broker for NCCIT.

EVIDENCE

Evidence of <u>Crime</u> insurance was provided in section 1.1.2 above and covers loss due to dishonesty and lack of faithful performance by personnel.

Employee Benefit coverage is included under the **General Liability** insurance provided through NCCIT, as recommended by Gallagher.

2. Allow personnel who are not included under a bond or crime insurance to have access to material amounts of funds.

INTERPRETATION and EVIDENCE

All College employees are covered under the Crime insurance coverage provided by the NCCIT, as recommended by Gallagher, with limits of \$1,000,000 for crime losses due to the acts of any employee discovered during the policy period. Therefore, there is no employee not covered under the College's crime insurance that has access to a "material amounts of funds."

...the President shall not:

3. Unnecessarily expose the organization, its Board members or staff to claims of liability.

INTERPRETATION

I interpret "not unnecessarily exposing the organization to claims of liability" to mean

- A) The College has organizational procedures, protocols and plans which reduce the risk of institutional liability; and
- B) Employees are required to complete training on an annual basis in the areas of Data Security, Workplace Safety, Sexual Harassment Prevention and Hazing.

EVIDENCE

The following College operational procedures are intended to reduce or minimize institutional risk:

AP-1010.0 Nondiscrimination

AP-1010.1 Harassment

AP-3010.0 Use and Scheduling of College Facilities and Property

AP-3210.0 Safe and Secure College Environment

AP-3231.0 Communicable Diseases Procedures

AP-3233.0 Alcoholic Beverages and Controlled Substances – Employees

AP-3235.0 Tobacco and Alternative Nicotine Products Use Procedures

AP-3237.0 Alcohol and Controlled Substance Testing for Commercial Driver's License

AP-3260.0 Child Abuse or Neglect

AP-3511.0 Information Security Administrative Procedure

AP-3511.1 Acceptable Use Procedures - Technology Resources

AP-3511.2 Peer to Peer File Sharing Procedures

AP-3511.3 Privacy and Release of Information

AP-3511.4 Identity Theft Prevention

AP-3511.5 Electronic Messaging

AP-5245.0 Anti-Hazing

AP-6420.0 Contracts Administration

AP-7015.0 Workplace Threats and Violence Reporting

The following protocols and plans for academic and non-academic activities are intended to reduce or minimize institutional risk

Key-Access Operating Protocol

Portable Heater Protocol

Radio Communication Protocol

Transportation Protocols

Purchasing Protocols

Property Control Protocols

Spill Prevention

Emergency Response Plan

Building Emergency Action Plan

Crisis Communications Plan

Automated External Defibrillator Plan

Bloodborne Pathogen Plan

Contractor Notification and Safety Plan

Fire Prevention Plan

Hazard Communications Plan

Injury Prevention Plan

Lockout Tagout Plan

Powered Industrial Truck Plan

Vehicle Safety Plan

The Vice President of Administrative Services confirmed on November 5, 2025, that the following employee training modules were assigned to all employees to be completed by October 31, 2025:

- Hazardous Chemicals Communication
- Hazing Awareness and Prevention
- Cumulative Trauma Disorders Prevention

- Title IX and Sexual Harassment Prevention
- Workplace Injury Prevention
- Family Educational Rights and Privacy Act Training
- Email and Phishing Safety
- PCI DSS Training

3.1 Allow any material contracts or material internal human resource documents to be executed without adequate review by qualified legal counsel.

INTERPRETATION

I interpret "material contracts" to mean any contract above \$25,000.

I interpret "material internal human resource documents" to mean all labor agreements, and contracts for separation of employment. I interpret "adequate review by qualified legal counsel" to mean a process by which all College contracts have been negotiated, reviewed, approved, and executed according to a written, established procedure prepared by the College General Counsel. Compliance will be shown when the College General Counsel verifies that all material contracts have been reviewed pursuant to the College Contracts Administration Procedure.

EVIDENCE

Review of all College material contracts and labor agreements by the College General Counsel verified that all contracts were reviewed by the General Counsel and signed by a person with authority to sign the contract pursuant to the Procedure.

3.2 Allow any employee or volunteer to be in contact with children under the age of 18 or other vulnerable populations without being screened subject to the requirements of the organization's insurer.

INTERPRETATION

Because Northeast's insurer has no specific screening requirements for employees who are in contact with minors, nor is there a specific Nebraska law which requires any form of screening, I interpret this section to mean Northeast has procedures and protocols in place which limit the instances in which Northeast employees are in contact with minors who attend events on campus, in order to reduce the institution's overall risk.

EVIDENCE

<u>AP-3260.0 Child Abuse or Neglect</u> is a College procedure which requires any employee that has reasonable cause to believe that a child has been subjected to child abuse or neglect or observes such child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect, to report the incident to their supervisor, or by using the toll-free number provided by the State of Nebraska Department of Health and Human Services.

A draft of a <u>Minors on Campus Protocol</u> is currently in the process of being reviewed by appropriate College personnel for consideration by the College Operations Standing Committee.

...the President shall not:

4. Receive, process or disburse assets under controls that are insufficient to meet the Board-appointed auditor's standards.

INTERPRETATION

I interpret "auditor's standards" to mean the annual audit report conducted by the College's independent auditor. Compliance will be shown when the auditor's report shows no material findings of insufficient control of College assets.

EVIDENCE

The Northeast Community College Financial Statement Audit for fiscal year 2024-2025 conducted by Dana F. Cole and Company, LLP, the College's independent auditor, reported no material findings.

4.1 Receive, process or disburse the organization's assets under internal controls insufficient to detect, deter and prevent fraud or insufficient to prevent and detect significant deficiencies or material weaknesses.

INTERPRETATION

I interpret "not insufficient internal controls" under this section to mean purchasing protocols which require multiple levels of approvals for purchases in excess of threshold amounts, verification of the purchase upon receipt, and properly tracking the asset into the College's inventory records.

EVIDENCE

The College <u>Purchasing Protocols</u> prohibit transactions involving a conflict of interest, requires requisition forms with appropriate approvals and allocation of budget funds, and requires all purchased equipment and supplies to be receipted and verified by a centralized receiving department. In addition, the College <u>Property Control Protocols</u> set forth the internal controls required for tagging equipment into an inventory system and the reporting of theft or disappearance of College property. A physical inventory of furniture and equipment is done annually utilizing the <u>Furniture & Equipment Inventory Protocols</u>, which verifies the existence and location of all furniture and equipment previously purchased by the College.

All College employees who are issued procurement cards are subject to purchase limits according to College Purchasing Protocols. The restrictions are placed at the discretion of the Director of Purchasing, based on the administrative level, scope of responsibility and department needs of the card holder. Each cardholder must verify all procurement card purchases by submitting a log of purchases with accompanying receipts on a monthly basis which is approved by the cardholder's supervisor.

The Director of Purchasing confirmed that beginning November, 2025, all new cardholders are required to review the Purchasing Protocols and a <u>credit card use presentation</u> before being issued the card. Additional trainings will be offered annually at in-service, or on an as-needed basis at the request of the individual cardholder or department.

...the President shall not:

5. Permit internal controls insufficient to prevent and ensure against tardy, inaccurate, spacious or misleading financial reporting.

INTERPRETATION

I interpret "internal controls" to mean the Independent Auditors' Report on Internal Control within the annual audit, which the auditors use to determine the audit procedures that are appropriate for the purpose of expressing the audit opinion. Compliance will be shown when there are no material findings of any deficiency which the auditors considered to be material weaknesses.

EVIDENCE

Review of the <u>Northeast Community College Financial Statement Audit</u> for fiscal year 2025 shows that the auditors did not identify any deficiencies in internal control that were considered to be material weaknesses for the purpose of expressing their opinions on the financial statements (page 51.)

...the President shall not:

6. Cause or allow buildings and equipment to be subjected to improper wear and tear or insufficient maintenance.

INTERPRETATION

I interpret "not allowing improper wear and tear" to mean the College follows Custodial Staffing Guidelines that are industry standard according to the Association of Physical Plant Administrators (APPA). I interpret "not allowing insufficient maintenance" to mean the College follows preventative maintenance guidelines that are industry standard according to the Association of Physical Plant Administrators (APPA). This is reasonable because APPA is a national association of professionals with expertise in the operation and maintenance of higher education facilities. Compliance will be shown when:

- A) there is a Custodial Audit Guidelines document for each building on campus, and each building is appropriately staffed to achieve the levels of cleanliness based on the guidelines, and
- B) there is a Preventative Maintenance Program document establishing the optimum maintenance schedule for each building on campus, and each building is appropriately staffed to perform the maintenance set forth in the schedule.

EVIDENCE

The Executive Director of Physical Plant confirmed on October 24, 2025, that each building on campus is appropriately staffed to achieve the levels of cleanliness in the Custodial Audit Guidelines and the maintenance schedule pursuant to each building's Preventative Maintenance Program.

...the President shall not:

7. Allow the organization to operate without a plan to mitigate loss to organizational assets damaged by a disaster and to expedite recovery from a disaster.

INTERPRETATION

I interpret a "plan to mitigate loss to organizational assets damaged by a disaster" to mean the College has a business interruption plan.

I interpret a "plan to expedite recovery from a disaster" to mean the College has a designated recovery team consisting of personnel trained to respond to recovery from a natural disaster.

EVIDENCE

The College has the following documents available to all employees which address business continuity in the event of a disaster:

Recovery of Normal College Operations

Sample Recovery Strategies

Samples of Department or Division Responsibilities

Samples of Actions for the Initial Recovery Period

In addition, Technology Services has developed an <u>Information Security Incident Response Protocol</u>.

A general recovery plan is mentioned in the <u>Continuity of Operations in the Emergency Response Plan</u> to be established for the purpose of taking the necessary steps to resume college operations. The Northeast Emergency Operations Center team meets on a monthly basis to review plans, procedures and items of concern for emergency management. This group reviews comprehensive Continuity of Operations Plans and planning efforts. The next step in this work will be to have specific operational recovery plans for each department, which are currently being developed.

...the President shall not:

8. Make purchases that do not result in an appropriate level of quality, after-purchase service and value for dollar, or do not provide opportunity for fair competition.

INTEPRETATION

I interpret this section to mean that all purchases were made in accordance with <u>Northeast Purchasing Protocols</u> [link here]. This is reasonable because the protocols provide for procurement based on a process for quotations and bids with dollar guidelines and awarding of bids in compliance with state and federal law.

EVIDENCE

The Director of Purchasing confirmed on October 24, 2025, that all purchases requisitioned through the purchasing department were made in compliance with the Northeast Purchasing Protocols.

9. Compromise the independence of the Board's audit or other external monitoring or advice.

INTERPRETATION

I interpret "not compromising the independence of the Board's audit" to mean the Vice President of Administrative Services is responsible for facilitating the competitive bidding process for auditor services through normal purchasing protocols, and the Board maintains final approval for auditor services.

EVIDENCE

The Vice President of Administrative Services confirmed on October 24, 2025, that an RFP for auditing services was completed, and a new contract for auditing services was awarded to Dana F. Cole & Company,LLP, for the five-year period beginning with fiscal year 2023, and ending in fiscal year 2027. Review of the minutes of the Board of Governors meeting confirms that the Board approved the contract on January 12, 2023.

...the President shall not:

9.1 Engage parties already chosen by the Board as consultants, auditors, legal counsel or advisors.

INTERPRETATION

I interpret "not engaging parties already chosen by the Board" to mean the Board shall maintain the independent authority to hire consultants, auditors, legal counsel and advisors and the President shall not engage similar parties which creates conflict with the Board's authority. This is reasonable because EL-04 Planning, item #6 limits the President's authority to permit financial planning that does not provide the amount determined annually by the Board for the Board's direct use during the year, such as costs of fiscal audit, Board development, Board and committee meetings, Board legal fees, and ownership linkage, and the Board maintains ultimate authority over that budget. Compliance will be shown when no contracts are entered into for the engagement of any consultant, auditor, legal counsel or advisor which conflicts with any party already chosen by the Board to fulfill such role.

EVIDENCE

The Vice President of Administrative Services confirmed on October 24, 2025, that there are no contracts for the engagement of any consultant, auditor, legal counsel or advisor which has not been approved by the Board.

10. Permit investments that are inconsistent with the state law, or managed in a way that is inconsistent with the primary objectives of capital preservation and reasonable growth.

INTERPRETATION

I interpret this section to mean that all surplus of College funds in excess of current needs should be invested in a manner that is consistent with Neb. Rev. Stat. Sec. 77-2341 which provides that such funds may be invested in certificates of deposit, time deposits, or in any securities in which the state investment officer is authorized to invest pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act and as provided in the authorized investment guidelines of the Nebraska Investment Council in effect on the date the investment is made. Compliance will be shown when the Vice President of Administrative Services verifies that all funds are invested in a manner consistent with state law.

EVIDENCE

Review of <u>College investments</u> as of June 30, 2025, by the Vice President of Administrative Services verified that all College funds are invested in a manner consistent with state law.

...the President shall not:

11. Allow intellectual property, trademarks and copyrights, information, and files to be exposed to loss or significant damage.

INTERPRETATION

I interpret not allowing "loss or significant damage" to intellectual property, to mean the College has established, written procedures which provides for reasonable restrictions on the use of the College's name by employees and third parties and preserves the residual ownership and rights to all College intellectual property.

EVIDENCE

<u>AP-3030.0 Ownership of Intellectual Property and Patent</u> sets forth the circumstances under which a College employee may use the College name and establishes the process for determination of the ownership of College intellectual property.

<u>AP-6420.0 Contracts Administration</u> provides that all contracts executed by the College shall preserve and protect all claims to College intellectual property and patent rights (page 10).

The College was issued a Trademark for its <u>name</u> and new <u>logo</u> by the United States Patent and Trademark office on January 28, 2025, which provides legal trademark protection for its brand.

12. Allow information and files to be retained for an inappropriate period of time, stored in a manner that does not enable efficient access, or improperly destroyed.

INTERPRETATION

I interpret this section to mean the retention and destruction of all College records complies with NCCA Schedule 155 and Nebraska Schedule 24 of the Nebraska State Records Management Division. This is reasonable because the purpose of the Nebraska State Records Management Division is to facilitate and publish the creation and update of records retention and disposition schedules for all Nebraska government entities which creates a standard by which government entities can manage the disposal of records in an efficient and economical manner. Compliance will be shown when, prior to the destruction of any records, a proper Records Disposition Authorization Form is completed and submitted by the department which complies with the Records Disposition Master Schedule.

EVIDENCE

The Vice President of Administrative Services confirmed that all records listed on the <u>Records Disposition Authorization Form</u> submitted to the Nebraska Records Management Division on September 22, 2025, complied with the <u>Records Disposition Master Schedule</u>.

...the President shall not:

12.1 Permit employees and contractors to be uninformed of these requirements.

INTERPRETATION

I interpret "not uninformed" in this area to mean a) all departments with employees who have records management included as part of their job description are notified via email; and b) all employees are notified via the employee newsletter, to follow the proper guidelines for disposal of records prior to utilizing on-campus shredding services. The email and newsletter notice shall include a link to AP-3070.0 Records Management setting forth the process for retention and destruction of College records, and a link to the Records Disposition Authorization Form and the Records Disposition Master Schedule.

EVIDENCE

All employees were notified via the <u>employee newsletter</u> on September 11, 2025, to follow the guidelines for disposal of records prior to on-campus shredding services on September 17, 2025.

Beginning in 2026, the following departments with employees who have job descriptions which include records management as part of their job function will be notified via email as part of a plan to increase awareness of the College's records management guidelines: Human Resources – Employee records

Registrar - Student records

Financial Aid - Financial Aid records

Administrative Services – Accounting, Purchasing, Student Accounts, Retail Services - Business and financial records

...the President shall not:

13. Endanger the organization's public image, credibility, or its ability to accomplish Ends.

INTERPRETATION

I interpret this policy to mean compliance with policy items 13.1, 13.2, 13.3, 13.4, 13.5 and 13.6, as evidenced below.

...the President shall not:

13.1 Allow non-adherence to guidelines for required institutional and desired supplemental program accreditations.

INTERPRETATION

I interpret "guidelines for program accreditations" to mean:

- a) With regard to institutional accreditation, guidelines required for accreditation with the Higher Learning Commission (HLC), and guidelines for existing program review for the Nebraska Coordinating Commission for Postsecondary Education (CCPE).
- b) With regard to academic supplemental program accreditation, guidelines required for each program by the accrediting body for each academic program.

Compliance will be shown by a report of full accreditation by each applicable accrediting body.

EVIDENCE

- a) Status of HLC accreditation
- b) The Board has to approve continuation of existing programs every 7 years through CCPE. In the past year, the following programs have been reviewed in the past year:
 - i) Plumbing Program
 - ii) Graphic Design Program
 - iii) Early Childhood Education Program
 - iv) Heating, Ventilation, and Air Conditioning (HVAC) Program
- c) <u>Status of accredited programs such as Nursing, Paramedic/EMS, HIMS, Food Service and Dietary Management, PTA, Vet Tech, Automotive Technology, and Veterinary Technology</u>

13.2 Accept gifts or bequests other than through the Northeast Community College Foundation in accordance with Foundation Gift Acceptance Procedures.

INTERPRETATION

I interpret this section to mean the College shall not accept gifts other than by the Northeast Community College Foundation in accordance with the <u>Foundation Gift Acceptance Procedure</u>, which sets forth restrictions and criteria for acceptance of gifts. Compliance will be shown when all gifts to the College are accepted in accordance with such procedure.

EVIDENCE

Verification by the Vice President of Development and External Affairs on October 28, 2025, confirmed that all gifts to the College during the monitoring period were accepted in accordance with the Foundation Gift Acceptance Procedure.

...the President shall not:

13.3 Publicly position the college in support of or opposition to any political party or candidate for public office.

INTERPRETATION

I interpret "publicly position" to mean any College news release, or any public statement of the President on behalf of the College, which is published in the news media. Compliance will be shown when all news releases are in compliance with AP-3410.1
Marketing, Public Relations and Website Communications Standards which requires that all news releases by any faculty or staff member are routed through the Public Relations office, and there are no news releases which support or oppose a political party or candidate.

EVIDENCE

Review by the Director of Public Relations on October 28, 2025, of all news releases over the past year can confirm no College news release supported or opposed any political party or candidate for public office, either directly or indirectly, and there was no public statement of the President on behalf of the College which positioned the College in support or opposition to any political party or candidate for public office.

13.4 Develop or continue collaborative relationships with organizations whose principles or practices are incompatible with those of the College.

INTERPRETATION

I interpret "collaborative relationships" to mean those organizations with which the College has a written agreement to partner in a manner which helps achieve the Ends. I interpret "organizations whose principles or practices are not incompatible with those of the College" to mean organizations whose principles and practices are aligned with the Board Ends, and the Mission, Vision, Values and Strategic Priorities of the College.

EVIDENCE

As of the date of this report, the College has collaborative relationships with the following organizations: All higher ed institutions with which Northeast has an articulation agreement can be found on the College website: https://northeast.edu/support-services/advisement/transfer-guide

Each academic department maintains collaborative relationships with multiple industry partners and professional organizations which support our student experience. Details are kept by each academic Dean in records such as advisory board minutes, gift agreements, and faculty are required to keep internship agreements as part of the student's academic record. Northeast is required by statute to publish a **list** of associations and organizations to which membership dues are paid on an annual basis.

Applied research partner and co-op agreements include Pioneer/Corteva, AgriGold, Orthman, C2A3 Consortium, and the Natural Resources Conservation Service.

<u>Interlocal agreements</u> with other governmental entities.

...the President shall not:

13.5 Allow relationships with stakeholders to be inconsistent with the productive cooperation necessary to the achievement of Ends.

INTERPRETATION

I interpret "stakeholders" to mean students, community members in our 20-county service area, and educational partners.

EVIDENCE

Evidence of the consistent, productive cooperation with stakeholders necessary to achieve the Ends is shared during the monthly presidential report to the Board and the opportunities for dialogue during ownership linkage events.

...the President shall not:

13.6 Permit inconsistent, disrespectful or untimely response to stakeholder concerns.

INTERPRETATION

I interpret "stakeholder concerns" to mean any concern of a student or employee of the College regarding any operation of the College.

EVIDENCE

Student and Employee complaints are handled at level most directly able to make an impact. Most informal complaints are received through Human Resources, Student Services and Administrative Services. Northeast recently implemented Maxient software which allows multiple users across the college community to receive and register student or employee complaints at any level and enter the complaint in a centralized system. If a complaint is not resolved it can move to a formal complaint process.

A student may utilize the Northeast website to complete a **Student Complaint Form**.

An employee may utilize the Northeast website to complete an **Employee Grievance form**.

The Monitoring Report for <u>EL-09 Organizational Integrity</u> provides evidence of employee ability to file a complaint and report improper activities.

GP-15 Handling Operational Complaints outlines the role of the Board when an individual Board member receives a complaint.

...the President shall not:

14. Change the organization's name or substantially alter its identity in the community.

INTERPRETATION

I interpret this section to mean that the College name will not be changed from Northeast Community College Area without amendment to Neb. Rev. Stat. §85-1504 which designates the Northeast Community College Area.

EVIDENCE

Review of Neb. Rev. Stat. §85-1504 on October 28, 2025, by the General Counsel can confirm that the statute has not been amended to change the name of the College.

...the President shall not:

15. Decide or change the name of any College Property after an individual or organization.

INTERPRETATION

I interpret this section to mean compliance with <u>AP-2010.0 College Property Naming Procedures</u> which outlines the process for obtaining approval from the Board of Governors for naming any College Property after an individual or organization upon recommendation of the College Property Naming Task Force. Compliance will be shown when no College Property has been named after an individual or organization without compliance with this procedure.

EVIDENCE

Review by the General Counsel on October 28, 2025, confirmed that there has been no name change of any College Property after an individual or organization during the monitoring period.

...the President shall not:

16. Create or purchase any subsidiary corporation.

INTERPRETATION

I interpret this section to mean that Board of Governors approval is required prior to creating or purchasing any subsidiary corporation.

EVIDENCE

Review of all documented Minutes of the Board meetings confirms that no subsidiary corporation was created or purchased during the reporting period.