

**NEOSHO COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES
SPECIAL MEETING
MINUTES**

DATE: August 14, 2008
TIME: 5:30 P.M.
PLACE: Student Union, room 209

PRESENT: Craig Bagshaw
Kevin Berthot
Clint Isaac
Mariam Mih
David Peter

ABSENT: Charles Boaz

PRESENT: Dr. Vicky Smith, President
Dr. Brian Inbody, Vice President for Student Learning
Ben Smith, Dean of Planning and Operations
Sandi Solander, Dean of Finance
Brenda Krumm, Dean of Outreach/Workforce Development
Eric Tincher, Dean of Student Development
Kerry Ranabargar, Director of Technology Services
Terri Dale, Board Clerk
Kent Pringle, Board Attorney

The meeting was called to order by David Peter, Chairman, at 5:30 p.m. in room 209 in the student union.

III. Public Comment

There were no speakers.

IV. Approval of the Agenda

The agenda was amended to add under Reports: Dean of Student Development and under New Business: I-Personnel. Upon a motion and a second the agenda was approved as amended. Motion passed.

V. Budget Hearing

Chairman Peter asked if anyone would like to make comments about the published budget for 2008-09. There were no speakers.

VI. Consent Agenda

The following items were approved by consent.

- A. Minutes from July 10 and July 31, 2008
- B. Claims for Disbursement July 2008
- C. Personnel

Consent Agenda Item VI-C: Personnel

1. Resignation of Accounts Payable Clerk

It was the President's recommendation that the Board accept the resignation of Barbara Hanks, accounts payable clerk, effective August 20, 2008.

2. Resignation of Upward Bound Administrative Assistant

It was the President's recommendation that the Board accept the resignation of Gayla Berger, administrative assistant for the Upward Bound program, pending Board approval of her employment as the receptionist/registration clerk.

3. Technology Services Support Technician-Chanute

It was the President's recommendation that the Board approve the employment of Jonathan Seibert for the Technology Services Support Technician. Mr. Seibert graduated from DeVry University with a Bachelor of Science degree in Network and Communications Management. He worked for ISPN Internet Services as a Call Center Technician.

Mr. Seibert will be paid \$12.50 per hour (level 5) starting August 15, 2008.

4. Assistant Director of Nursing

It was the President's recommendation that the Board employ Beverly Roush as the Assistant Director of Nursing. Ms. Roush received her MSN degree from the University of Kansas, BSN from Pittsburg State University, and an AA degree from Allen County Community College.

Ms. Roush has been a nursing instructor at NCCC since 1988 teaching theory and clinic classes in Nursing I, II, III, IV, and V. She has served on various committees, gathered information for and wrote the report for NLNAC in 2002, researched and initiated the use of a computerized testing program and electronic grade book and served as unofficial technical advisor to the nursing faculty.

Ms. Roush will be paid \$63,000 annually starting August 15, 2008.

5. Assistant Dean-Ottawa Campus

It was the President's recommendation that the Board approve the employment of Brian Patrick as the Assistant Dean at the Ottawa campus. Mr. Patrick holds a Master of Arts in Communication Studies and Bachelor of Arts in Classical Antiquities from the University of Kansas.

Mr. Patrick is currently the Coordinator, Workforce Development, K-12 Initiatives at Kansas City Kansas Community College. He has experience as an adjunct associate professor at Johnson County Community College and Kansas City Kansas Community College.

Mr. Patrick will be paid \$36,300 annually starting August 25, 2008.

6. Nursing Instructor-Ottawa

It was the President's recommendation that the Board approve the employment of Linda Barrington as nursing instructor for the Ottawa campus. Ms. Barrington received her BSN and School Nurse Certification from Pittsburg State University. She is also a graduate of NCCC with an Associate Degree of Science, RN.

Ms. Barrington is currently a PN Nursing instructor at Kaw Area Technical School and has worked as

Director of Nursing at Vintage Park of Baldwin City, as a registered nurse at Olathe Medical Center, and as a school nurse for USD 289 in Wellsville and USD 497 in Lawrence.

By September 1, 2013, Ms. Barrington must earn an MSN from a CHEA accredited institution.

Ms. Barrington will be placed at MS, 12 (\$38,264) on the faculty salary schedule starting August 18, 2008.

7. Nursing Instructor-Chanute

It was the President's recommendation that the Board employ Michelle West as nursing instructor at the Chanute campus. She earned a BSN from Pittsburg State University and AS from Fort Scott Community College. Ms. West has been employed as a registered nurse at Mercy Hospital in Fort Scott, Allen County Hospital in Iola and Mount Carmel Medical Center in Pittsburg.

By September 1, 2013, Ms. West must earn an MSN from a CHEA accredited institution.

Ms. West will be placed on the faculty salary schedule at MS, 5 (\$33,860) starting August 18, 2008.

8. Nursing Instructor-Chanute

It was the President's recommendation that the Board approve the employment of Leigh Scharff as a nursing instructor at the Chanute campus. Ms. Scharff is a graduate of Pittsburg State University with a BSN degree. She is employed at Allen County Hospital since 2003.

By September 1, 2013, Ms. Scharff must earn an MSN from a CHEA accredited institution.

Ms. Scharff will be placed on the faculty salary schedule at MS, 5 (\$33,860) starting August 18, 2008.

9. Nursing Instructor-Ottawa

It was the President's recommendation that the Board approve the employment of Mary Lisa Joslyn as a nursing instructor at the Ottawa campus. Ms. Joslyn holds BSN, ADN and LPN degrees of Ferris State University in Michigan.

Ms. Joslyn is the Quality Improvement Manager for Douglas County Visiting Nurses Association in Lawrence. She was employed as a nursing instructor for NCCC from January 2005 through July 2006. Ms. Joslyn has over 20 years of experience in nursing.

By September 1, 2013, Ms. Joslyn must earn an MSN from a CHEA accredited institution.

She will be paid \$41,541 (MS+15, 15) on the faculty salary schedule starting September 2, 2008.

10. Sociology Instructor-Ottawa

Mark Eldridge, the current Executive Director of Community Relations, requested a $\frac{3}{4}$ time position in 2007 order to pursue his doctorate degree in education. He also expressed to college administration a desire to return to full-time status as a faculty member once his doctorate was completed. Dr. Eldridge has completed the degree and the administration congratulates him on this tremendous honor.

Tom Grady, a psychology/sociology instructor at the Ottawa campus, left NCCC in 2006. His position was left open for a year, due to the lateness of the resignation. Currently, there is still an opening in social science at the Ottawa campus. The administration has reviewed Dr. Eldridge's transcripts and finds that, besides a Masters, an Education Specialists Degree and a Doctorate in Education, Mark holds the requisite number of graduate Sociology credits to teach in this area. Dr. Inbody recommended that the Board transfer Dr. Eldridge to full-time faculty status as the Sociology instructor at the Ottawa campus.

In addition to Dr. Eldridge's duties as Sociology instructor, he would continue to serve as the part-time Executive Director for Community Relations at a lesser time commitment. He would receive release time as instructor during the academic year, and a supplemental contract for the summer to fulfill the role of Executive Director. No new money is required to implement this assignment.

It was the President's recommendation the Board hire Dr. Mark Eldridge as Sociology Instructor on the Ottawa Campus at Doctorate, Step 6 or \$39,789.

11. Receptionist/registration Clerk-Chanute

It was the President's recommendation that the Board employ Gayla Berger for the receptionist/registration clerk at the Chanute campus. Ms. Berger holds a BS in Elementary Education from Emporia State University. She is the administrative assistant for the Upward Bound program at NCCC for the past year. Ms. Berger worked for Ness County as an office clerk from 2004-2007 and as an ESL Instructor at Northeastern State University Adult Learning Center in Muskogee, Oklahoma.

Ms. Berger will be paid \$9.70 per hour with a start date to be determined.

12. Assistant Coordinator of Residence and Student Life

It was the President's recommendation that the Board employ Anthony Reed as the Assistant Coordinator of Residence and Student Life. Mr. Reed holds a Bachelor of Science in Special Education from the University of Maryland. For the past five years he has been a special education instructor in Camden, New Jersey.

Mr. Reed will be paid \$20,000 annually (10 month contract), starting August 18, 2008.

13. Assistant Baseball Coach

It was the President's recommendation that the Board approve the employment of Cole Gordon as assistant baseball coach. Mr. Gordon received a Bachelor of Arts in Mass Communication from Mississippi Valley State University.

Mr. Gordon will be paid \$800 per month (\$7,200) plus room and board starting August 18, 2008.

14. Assistant Men's Soccer Coach

It was the President's recommendation that the Board approve the employment of Joseph Talley as assistant men's soccer coach. Mr. Talley earned a Bachelor of Science in Business Administration from Saint Joseph's College in Rensselaer, Indiana.

Mr. Talley will be paid \$800 per month (\$7,200) plus room and board starting August 18, 2008.

15. Assistant Track/Cross Country Coach

It was the President's recommendation that the Board employ Rowdy Sargeson as the assistant track/cross country coach. Mr. Sargeson holds an Associate degree in Business Administration from Lane Community College and attended the University of Oregon.

Mr. Sargeson will be paid \$800 per month (\$7,200) plus room and board starting August 2008.

16. Women's Basketball Assistant

It was the President's recommendation that the Board approve the employment of Atarsha Stinson as the assistant coach for women's basketball. Ms. Stinson earned a Bachelor of Science degree in Criminal Justice from South Carolina State University. She was a Division I assistant women's basketball coach for 3 years.

Ms. Stinson will be paid \$800 per month (\$7,200) plus room and board starting August 2008.

17. Assistant Athletic Trainer

It was the President's recommendation that the Board employ Tomomi Kamijo as the assistant athletic trainer. She earned a Master of Science degree from Utah State University and Bachelor of Science from Southern Utah University. She served as a graduate assistant athletic trainer at Utah State University.

Ms. Kamijo will be paid \$800 per month (\$7,200) plus room and board starting August 18, 2008.

18. Returning Assistant Coaches

It is my recommendation that the board approve the re-employment of the following assistant coaches:

Tom Havron, Assistant Track/Cross Country Coach

Nikki Marotta, Assistant Women's Soccer Coach

Craig Frydendall, Assistant Baseball Coach

Malinda Berglund, Assistant Softball Coach

Aaron Sweazy, Assistant Wrestling Coach

As second year coaches they will receive \$1,000 per month (\$9,000) plus room and board starting August 18, 2008.

Upon a motion and a second the consent agenda was approved.

Dean of Student Development Report: Eric Tincher, Dean of Student Development, reported that in his first six weeks at NCCC lots of good things had happened. His department has been very busy working on the EX conversion. He also distributed a Noel Levitz view book which had a quote from NCCC counselor Julie Loring. He also distributed information on the PASS program, which is a program for students on academic probation or suspension.

The residence halls currently have 246 confirmed contracts and about 20 more in process. Move-in-day for students will be Saturday, August 23. There will be a barbeque Saturday evening for students, parents and staff to kick off welcome week activities.

Mr. Tincher reported that the financial aid office had received 1,098 FAFAS forms, 658 from Chanute and 425 from Ottawa students. Scholarships have been awarded to 368 college students, and 188 high school students with more applications to be processed and awards to be made.

Dean of Finance: Financial reports were distributed at the meeting and Dean Solander reported that she hoped to have next month's reports in a format that the Board was accustomed to.

President's Report: Dr. Smith reported that fall semester classes will begin on Monday, August 25th. This date is one of the latest dates for the start of the fall semester in recent history. For example, last year fall semester began on August 20th. Therefore the enrollment figures for today, August 14th represent seven days before the first day of classes this year and only four days before the start of the 2007 fall semester. You will note that the In-district and Out-district numbers are significantly lower today for 2008 than they were in 2007. That is because those categories are mainly comprised of concurrent enrollment students and staff have not yet enrolled nor entered those enrollments into the system.

Fall Semester Credit Hours as of August 14th

	2007	2008	Difference	% Change
Chanute	6,132	6,523	+391	+6.4%
Ottawa	4,149	3,630	-519	-14.3%
In-District	710	272	-438	-161.0%
Out-District	376	298	-78	-20.7%
WEB	<u>1,969</u>	<u>2,053</u>	<u>+ 84</u>	<u>+4.3%</u>
Total	13,334	12,776	-558	-4.2%

KU students coming down to enroll at the Ottawa Campus in the next week and enrollments of the concurrent students and the allied health classes in the Ottawa area should increase the Ottawa and the Out-district numbers.

The OCPI Board met on Tuesday of this week. The Board retained the services of Ron Chambless of The Idea House to move forward on working with the fundraising and financial consultants to verify the numbers both groups had provided the partners, the Board, and the Task Force. Mr. Chambless believes that the giving capacity of the Ottawa Community presented to the Board at \$8 million is a little low. He will be working with the capital campaign consultant to "qualify" that figure, which was given to everyone at the June 18th meeting. Mr. Chambless will work with the financial group to produce a more accurate and usable financial plan that will include other funding sources in addition to those of the partners and the fundraised amounts. Lastly, Mr. Chambless will work with the architect to reduce the physical scope of the building to around a \$20 million figure rather than the \$28 million figure that the current scope costs.

At the meeting on Tuesday, the Board finalized which property location to pursue. The Ottawa City engineers had done a very "ball-park" analysis of the infrastructure needs (i.e., streets, sewer lines, water lines, electric lines, etc.) that would need to be put in for the three possible sites for the center that had been presented. After discussion, the group voted to go with the site that would be made up of donated land and perhaps some purchased land.

The board should have a report from Mr. Chambless in 90-120 days. When the group may be faced with a "go-no-go" decision point.

The College received notification that the institutions Outcomes Assessment Process will be recognized by the Association of College Business Schools and Programs (ACBSP), the national

accreditation agency for college business programs. They indicated in the letter reaffirming our accreditation that Neosho County Community College's Quality Assessment report should be recognized as a "best practice." In particular, the reviewers noted that, "...student learning outcomes – thorough explanations and reporting of results and actions taken for EACH program...", should be considered a "best practice."

Linda Jones, Division Chair for the Applied Science Division, working with faculty, including Dave Fewins, Charles Babb, Chad DeVoe, Marie Gardner, and Mark Watkins, did an outstanding job with the business programs here at NCCC.

The College has started the process of selecting a firm to complete a Facility Master Plan for the Chanute campus. Since May, the FMP Steering Committee has developed a RFP, analyzed the responses to the RFP, and interviewed firms. Three groups of architectural firms were invited to make presentations to the FMP steering committee. Standard forms provided by the Kansas branch of the American Institute of Architects (AIA) were used to initially rank the firms. Strengths and weaknesses of each firm were also noted.

The Steering Committee recommended the partnership of Bartlett & West and Places Architects as the firms to complete the Facility Master Plan. Bartlett & West (Topeka) and Places Architect (Wichita) have provided Facility Master Plan services to three community colleges in Kansas— Cloud Community College, Colby Community College, and Pratt Community College. Reference checks and conversations with individuals at those institutions resulted in positive recommendations.

Dr. Smith asked permission from the Board to negotiate a contract with the above partnership. The contract to complete a comprehensive facilities master plan that is negotiated will be presented at the September meeting for the Board's approval. The contract will outline a list of deliverables that will be provided to NCCC for the price that is negotiated. It is estimated that the costs for producing the plan should be \$75,000 to \$85,000, excluding reimbursable.

At this time, the deliverables for which we will negotiate will, at the least include:

- Executive summary
- Synopsis of input from the information gathering process
- Goals and conceptualization of the reason/purpose of the particular Plan they recommend
- Overall graphical representations of the Facility Master Plan
- Prioritized list of projects needed to implement the Plan
- Cost estimate and time-line of each project
- Linkage between current College plans and the Facility Master Plan
- Assurance that the Plan has analyzed current space and its function , and make recommendations as to the best use of the current space, based on effectively and efficiently implementing current College Plans within the Facility Master Plan.

It was the consensus of the Board to allow the President to negotiate a contract with the firm of Bartlett & West and Places Architects to complete a Facility Master Plan for the College with the total cost not to exceed \$85,000 excluding reimbursable expenses.

Agenda Item VIII-A: Approval of the FY 2008-09 Budget

It was the President's recommendation that the Board approve the proposed budget for 2008-09.

Resolution 2008-64

RESOLVED, That the Board of Trustees of Neosho County Community College approves the FY2008-09 budget as published. Further, on or before August 25, a copy of the adopted budget along with proof of publication shall be filed with the Neosho County Clerk and the Kansas Board of Regents.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Agenda Item IX-A:-TRIO Grant Employee Salary Increases

Based upon the recommendation of the individual grant directors and Dean Brenda Krumm who oversees the TRIO programs, the President asked the Board to approve a 4% salary increase for administrative employees and \$.70 per hour increase for hourly employees.

	2007-08	2008-09
Student Support Services (STARS)		
Bart Cheney, Project Director	\$39,330	\$40,903
Tonya Bell, English Specialist (10 month)	\$27,045	\$28,127
Ramona Munsell, ½ Grant Writer (TRIO)	\$21,658	\$22,524
Carol Shepard, Math Specialist		\$30,000
Marcie Burk		\$9.30 hr
Talent Search		
Marie Moore, Project Director	\$44,475	\$46,254
Wade Collins, Academic Advisor (11 mon)	\$35,019	\$36,420
Michael Rose, Academic Advisor (11 mon)	\$36,255	\$37,705
Nicci Wiltse, Administrative Assistant	\$9.63 hr	\$10.33 hr
Upward Bound		
Maranda Collins, Project Director	\$42,736	\$44,445
Laurie Kerns, Interim Academic Coordinator	\$30,200	\$31,408
GEAR UP		
Karen Bertels, Project Director	\$34,155	\$35,521
Jacqueline Doty (11 month)	\$22,770	\$23,680

Resolution 2008-65

RESOLVED, That the Board of Trustees of Neosho County Community College approves the salary increases for 2008-09 for TRIO employees listed above.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Agenda Item IX-B: Salary Adjustment

After analyzing the salaries of grant personnel holding the position academic coordinator/advisor, it was determined that the GEAR UP Academic Coordinator is underpaid when compared to similar positions that require a bachelor degree. The current GEAR UP Academic Coordinator holds the required bachelor degree and has been with NCCC for 1.5 years. Increasing the salary to be in line with similar positions may enable NCCC to retain a skilled employee and provide stability in the GEAR UP program. The current salary is clearly out of line with similar positions.

The President recommended that Jacqueline Doty receives an additional \$2,000 in compensation to be added to her base salary (\$23,680) for 2008-09.

Resolution 2008-66

RESOLVED, That the Board of Trustees approves increasing the base salary of Jacqueline Doty by \$2,000 for 2008-09,

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Agenda Item IX-C: College Health/Dental Insurance Plan

This year the College retained the services of IMA of Wichita to solicit quotes for the College's health and dental insurance plans. The insurance committee met with IMA representatives and reviewed the renewal rates of the current health insurance plan and discussed an alternate plan from Preferred Health Systems.

The insurance committee recommended that the College continue health insurance coverage with Preferred Health Systems and to continue the same benefits as with our current 2007-2008 plan, and to pay the single premium of \$344.30 for each employee. This is an increase of \$7.72, or a 2.3% increase per month per employee, over the 2007-2008 single premium. In addition, the committee recommended that the Board continue, for one year, the payment of an additional \$80 to each employee who is taking more than the single coverage. There is no change in the benefit coverage. The additional \$80 per month benefit for employees taking more than single coverage remains the same as last year and will continue to keep the cost of the employee/child plan premium under \$100 per month as was intended by the College when this benefit was implemented two years ago.

After reviewing the dental insurance renewal rates, the insurance committee recommended that the College continues with Blue Cross-Blue Shield and to pay the single coverage premium of \$24.48 for each employee per month. There is no increase in premium for the single plan and no changes to the benefit coverage.

Resolution 2008-67

RESOLVED, That the Board of Trustees of Neosho County Community College approves Preferred Health Systems Incorporated as the health insurance provider for College employees. The premium cost of the single coverage is \$344.30. The Board will contribute that same amount to the employee, if the employee chooses a higher deductible plan. The Board also approves paying \$24.48 for single coverage of the employee in the Blue Cross-Blue Shield Dental Plan. The Board also approves, for the coming year only, contributing \$80.00 per month to employees taking more than single health insurance coverage.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Agenda Item IX-D: Bids for Fleet Car

The College replaced two cars last March with two 2008 Chevrolet Cobalts to be used on the Chanute campus. In addition, in the fall of 2006 the College disposed of a Chevrolet Cavalier due to inoperability and did not replace it at that time. As a continued effort to upgrade the aging vehicle fleet, the senior staff is recommending the purchase of a new car to replace the 2006 Cavalier.

Bids were solicited from Ewen Motor Co., Erie; Ranz Motor Co., Inc., Chanute; Shields Motor Co. Inc., Chanute; Merle Kelly Ford Inc., Chanute.

The College currently has sufficient funds in the Equipment Reserve budgeted for vehicle replacement to be used at the Chanute campus.

The following bids were received:

Ranz Motor Co., Inc.
2009 Chevrolet Cobalt LT \$ 15,699
Optional Antilock Brake System (ABS) additional 352
Total Price \$ 16,051

Merle Kelly Ford, Inc.
2009 Ford Focus SE \$14,607
Optional Antilock Brake System (ABS) included
Total Price \$14,607

It was the President's recommendation that the Board accepts low bid of \$14,607 from Merle Kelly Ford.

Resolution 2008-68

RESOLVED, That the Board of Trustees of Neosho County Community College accepts the low bid of \$14,607 from Merle Kelly Ford to purchase a 2009 Ford Focus SE.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Agenda Item IX-E: Institutional Research Specialist

The tasks involving institutional research at the college have evolved considerably since the creation of the original data research assistant position in 2003-2004. The outcomes assessment system, critical to our current and future institutional success, was developed and modified. State and federal reporting requirements continuing to change and become more complex and such reports will eventually be tied to our state funding. New departments such as grant writing have been added to the college, all requiring massive amounts of data to be gathered, assimilated and analyzed. These issues have led the college to rethink its institutional research philosophy and place more emphasis on that area.

Institutional Research Issues

- The Outcomes Assessment system will require additional modifications and support.
- Changes in the complexity of the new SIS and MIS EX software data bases will require additional detailed database knowledge for report writing.
- Institutional research needs continue to grow along with our growth in our on-line courses with increases in students and staff.
- Changes in reporting requirements from KBOR and the state will require additional expertise and attention.
- The EX implementation will require more specific departmental support.
- Grant writing and other departments will require much more data gathering and analysis.

It was recommended that the Data Research Assistant position be updated to an Institutional

Research Specialist position. Ms. LuAnn Hauser is currently the Data Research Assistant. A revised job description is attached. This new position description lists job responsibilities more in line with the tasks and responsibilities under the new database paradigm.

It was also recommended the position report to the Director of Technology Services. The position previously reported to the Director, but was moved under the Dean of Planning and Operations when the Dean's position was created because the SIS/MIS still existed on the old AS400 hardware platform. Under the new EX software platform, the database structures are radically different and the Director serves as the database administrator for the college under this new platform. This new software relationship makes it logical to require the institutional research position to report to the Director of Technology Services, as it did previously.

Because of the complexity, responsibilities, and autonomy of this new position, it is recommended we make the position salaried and increase the annualized salary by \$1,500.

Budget Impact:

	Rate	Annualized	Yearly
Current salary (hourly)	\$14.21	\$29,557	\$29,557
Proposed Salary (contracted)		\$31,057	

The additional funding \$1,500 required was included in the 2008-2009 technology services department budget request.

It was the President's recommendation that the board approves the proposed institutional research staffing recommendation and name LuAnn Hauser to that position with an annual salary of \$31,057 for 2008-2009.

Resolution 2008-69

RESOLVED, That the Board of Trustees of Neosho County Community College approves the institutional research staffing recommendation and name LuAnn Hauser to that position with an annual salary of \$31,057 for 2008-2009.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Institutional Research Specialist

Reports to: Director of Technology Services

Classification: Full-time 12-month employee, Administration (Management Support Staff designation, pending Board approval)

Pay Status: Regular, exempt

Benefits: Full, 12-month fringe benefits

Starting Salary range: \$30,000-\$35,000

Purpose of Position: This full-time position reports to the Director of Technology Services and is responsible for institutional research, data acquisition, preparation, analysis and reporting. Duties include, but are not limited to:

1. Assist the Director, Registrar and department heads with the acquisition, preparation and analysis of data for the IPEDS, KHEER, KACCBO, KBOR, KSPSD, KHEDS, Core Indicator, and other federal, state and local reports;
2. Assist the chief academic officer and other college personnel with the acquisition, preparation

- and analysis of data for the outcomes assessment system;
3. Assist faculty, division chairs and department heads with research and analysis of data for program reviews and North Central criteria;
 4. Conduct internal and external research such as surveys of employees, students, and community members as assigned and necessary;
 5. Design, test and implement ad-hoc data queries and reports as needed by the Director, executive administration and other appropriate college personnel;
 6. Examine and research existing admissions and enrollment data for trends and provide appropriate summary analysis to executive administration and the Director of Technology Services;
 7. Provide training to faculty and staff on database and query terminology and usage;
 8. Research existing database systems applications and make appropriate recommendations to the Director of Technology Services for implementation;
 9. Regularly examine and research existing system data to ensure accuracy and recommend corrective action when appropriate and as needed;
 10. Assist Admissions, Registration, Financial Aid, Business Office, Grant Writer and Development Office department heads with data manipulation when appropriate and as needed;
 11. Perform other duties as assigned by the Director of Technology Services.

Education and Experience

Bachelors degree in a related field of study; AND one year with duties listed above requiring initiative and judgment; OR
Associate's degree and five years experience with duties listed above requiring initiative and judgment.

Working Conditions

1. Normal office working environment.
2. Ability to sit in an office chair for long periods while operating a personal computer is required.
3. Ability to reach and work overhead on an occasional basis is required.
4. Occasional lifting of up to 10-20 pounds from the floor to waist height is required.
5. Some travel during normal working hours may be required.
6. Occasional overtime will be required.

Agenda Item IX-F: Administrative Assistant for Dean of Planning and Operations and

Dean of Student Development (50/50)

As Neosho County Community College continues to evolve, the demands on the Dean of Planning and Operation and the Dean of Student Development continues to increase. The dean requested an administrative assistant to help with the day-to-day functions of scheduling meetings, preparing documents and ensuring that proper forms get distributed to the right offices, and to provide clerical help so that they can focus on the larger task of ensuring our facilities are not only operational but safe and secure, and students have a first-rate experience while at Neosho County Community College.

Planning, Operation and Student Development Issues

- The deans needs assistance with the creation of various critical campus documents including campus crime statistics report, student handbook, resident's handbook, emergency action plan, and capital improvement plan.
- Much of dean's time is spent doing day-to-day scheduling, correspondence and business

forms that could be handled more efficiently by an administrative assistant.

- The dean's needs assistance with planning and organizational materials for various committees they chair including safety and security, facilities, student success and student development.

Budget Impact:

	Rate	Annualized
Level III rate	\$9.70	\$20,176

The additional funding required was included in the 2008-2009 technology services department budget and student services budget requests.

It was the President's recommendation that the board approve the proposed administrative assistant position to be shared by the Dean of Planning and Operations and the Dean of Student Development.

Resolution 2008-70

RESOLVED, That the Board of Trustees of Neosho County Community College approves the position of administrative assistant to be shared by the Dean of Planning and Operations and the Dean of Student Development.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

**Administrative Assistant
Reports to: Dean of Planning and Operations and Dean of Student
Development**

Classification: Full-time 12-month Employee, Level III
Pay Status: Regular Non-exempt, Hourly
Full 12-month fringe benefit
Starting Salary range \$9.70 to \$10.70 hourly

Purpose of position: This position performs a variety of administrative assistant functions for the college and reports to the Dean of Planning and Operations and Dean of Student Development under their general supervision. Major duties consist of: assistance with the coordination and implementation of planning and operation functions as well as student service functions for the college.

Essential Functions:

1. Assist the Dean of Planning and Operations and maintenance supervisor with various facilities-related tasks such as bid preparation, purchasing and procurement procedures and vendor lists, price verification and ordering;
2. Assist the Dean of Planning and Operations with various safety and security tasks such as review and modification of the NCCC emergency action plan, emergency action plan flip charts, emergency call cards and lists, automated external defibrillator policy and procedures, and implementation of those plans;
3. Assist the Dean of Student Development with the review and modification to the NCCC Student Handbook, Residence Life Handbook, the Campus Crime Report and other publications as necessary.

4. Assist the Dean of Planning and Operations and director of technology services with various technology-related tasks and issues including bid preparation, purchasing, price verification, ordering, and review and modification of the technology strategic plan;
5. Schedule, attend and record all safety and security, facility, technology planning and student services meetings;
6. Assist the deans with annual budget preparation and monitoring;
7. Be knowledgeable of board policies and applicable strategic plan, technology strategic plan, emergency action plan, finance plan, facilities master plan and educational master plan;
8. Transcribe notes, prepare and file correspondence, prepare requisitions and travel requests and file reimbursement forms.
9. Schedule appointments for the deans;
10. Handle routine matters relating to the daily operation of both offices, including processing various forms to appropriate offices;
11. Perform routine mail sorting functions;
12. Assist with miscellaneous support functions at the direction of the Dean of Planning and Operations or Dean of Student Development; and,
13. Perform other miscellaneous duties as assigned by the Dean of Planning and Operations and Dean of Student Development.

Required Knowledge, Skills and Abilities

1. Excellent interpersonal skills, above average communication skills, ability to work effectively with all levels of employees. Ability to project a positive and professional image to students and employees.
2. Ability to appropriately exercise independent initiative and judgment.
3. Sensitivity to, and awareness of, confidential materials.
4. Ability to learn and complete routine maintenance tasks.
5. Some knowledge of personal computer applications and hardware would be helpful.

Education and Experience

- o Associates degree required.
- o 2-4 years of work experience required, preferably in area of responsibilities of position
- o Experience with Microsoft Office suite products required.

Working Conditions

1. Normal office working environment.
2. Ability to sit in an office chair for long periods while operating a personal computer is required.
3. The employee is required to walk extensively, sit, stand, talk and hear.
4. Specific vision abilities required by this job include close vision and the ability to adjust focus.
5. Ability to reach and work overhead on an occasional basis is required.
6. Some travel during normal working hours may be required.
7. Ability to occasional lift and transport items weighing 10-20 pounds is required.
8. Some overtime may be required, as well as some flexibility in occasional early or late hours.

Agenda Item IX-G: Administrative Assistant for the Dean of Finance/Bookstore (50/50)

It was the President's recommendation to establish a permanent position responsible for providing support to the dean of finance and the bookstore manager. This person will work 50% of their time for the dean of finance and 50% of their time for the bookstore manager.

Several years ago the chief financial officer had an administrative assistant. The position was

eliminated when the College was experiencing financial difficulty. The Dean of Finance is relied heavily upon to store and retrieve information for the College. Currently these documents are not maintained in a logical and efficient manner. Ms. Solander has been intending for the past five years to develop an organized document system. However, she has not had sufficient time to address this. She is taking on additional fiscal duties such as additional grant reporting, the responsibility of the higher education deferred maintenance tax credit program, and additional Governmental Accounting Standards Board accounting requirements.

In addition to providing administrative assistance to the Dean of Finance, this position would also provide assistance to the director of human resources with filing and scanning personnel documents.

The bookstore manager cannot take care of all of the bookstore responsibilities by herself. For the past two years she has relied on a part-time assistant to unpack and display books and merchandise and wait on customers. Senior staff believes that having a "full-time" person who performs part of her duties in the Bookstore will mean stability in that position.

The total cost of this position is \$26,120, with benefits. One half or \$13,060 will be paid from the dean's department in the general fund and the other half will be paid from the bookstore department in the auxiliary enterprise fund. The new monies required will be \$13,060 from the general fund and \$4,740 from the bookstore auxiliary enterprise fund. The cost has been budgeted for in each of the funds in the 2008-09 operating budget.

Resolution 2008-71

RESOLVED, That the Board of Trustees of Neosho County Community College approves the level III position of Administrative Assistant for the Dean of Finance/Bookstore Manager.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Administrative Assistant for the Dean of Finance/Bookstore Manager

Reports to: Dean of Finance

Organizational Unit: Regular, non-exempt, hourly. Level III

Benefits: Full-time fringe benefits

Starting Salary range: \$9.70-10.70

Date: August 2008

Primary Purpose of the Position:

This position's primary function is to provide support to the Dean of Finance and Bookstore Manager. Duties include, but are not limited to:

1. Handle routine matters relating to the operation of the business office, including opening and sorting mail for the dean of finance.
2. Prepare routine and complex correspondence, minutes and routine reports with minimum supervision for supervisor's signature.
3. Organize and maintain business office files and records as assigned.
4. Scan documents for the dean of finance.
5. Make appointments, travel arrangements, prepare requisitions and travel requests and schedule meetings for the dean of finance.
6. Record and distribute minutes of departmental meetings.
7. Assist the bookstore manager in the operations of the bookstore.
8. Unpack and display books, garments and other merchandise.

9. Return and re-stock books and verify inventory.
10. Assist in maintaining the bookstore point of sale database.
11. Assist in designing and maintaining bookstore display windows and choosing merchandise for sale.
12. Perform other duties as assigned by the dean of finance, which may include clerical assistance to the director of Human Resources.

Required Knowledge, Skills and Qualifications:

1. Fluency, comfort, and familiarity with computers, and outstanding data entry skills.
2. Proficiency in Excel, PowerPoint, Word, and Outlook software programs and databases required, proficiency in Access preferred.
3. Ability to work in a small and friendly office environment where each employee assumes multiple responsibilities.
4. Ability to work well under pressure and to reliably meet deadlines in a fast-paced environment.
5. Exceptional attention to detail and accuracy, and excellent organizational and writing skills.
6. Excellent customer service skills.
7. Confidentiality of information.

Education and Experience:

- Associates required.
- 2-4 years of work experience required, preferably experience in basic office experience.
- 2-4 years of work experience required, preferably retail merchandising experience.

Working Conditions:

The noise level in the work environment is moderately noisy.

While performing duties of this job, the employee is required to use hands to finger, handle, or operate objects, tools, or controls; and to reach with hands and arms.

The employee is required to walk, sit, stand, talk and hear. Specific vision abilities required by this job include close vision and the ability to adjust focus. Ability to lift and transport boxes weighing 50 pounds is required. Ability to reach and work overhead is required. Some overtime may be required, as well as some flexibility in occasional early or late hours.

Agenda Item IX-H: Assistant Director of Admissions-Ottawa

The Administration wishes to create a full-time Assistant Director of Admissions for the Ottawa campus for the following reasons:

- **Competition with other Community Colleges**

In trying to establish NCCC as the "premier community college in SE Kansas", it is critical to know what the College is up against in regards to the manpower of other regional colleges.

Neosho County Community College	Allen County Community College	Labette Community College	Independence Community College	Coffeyville Community College	Ft. Scott Community College
--	---	--	---	--	--

1 Full Time Director of Admissions	1 Full Time Director of Admissions	3 Full Time Recruiters	2 Full Time Recruiters	2 Full Time Recruiters	1 Full Time Director of Admissions
Additional help	1 Full Time Recruiter for the Burlingame Campus	Additional help	Additional help	Additional help	1 Full Time Recruiter
	Additional help				Additional help

The administration is looking for someone to take ownership of not only Franklin County but other areas as well. The position will also be responsible for going into northern Anderson County, Osage County, Douglas County and Miami County and promote the vision, mission and effectiveness of Neosho County Community College to potential students.

- **Shifting Enrollment from Part-Time nontraditional students to Full-time Traditional Students**

Enrollment at the Ottawa campus has been declining in recent years from its peak in 2006. The on-line campus has received much of that enrollment, but some of the loss is the result of non-traditional students not needing any retaining. When employment is high, non-traditional students do not need retraining for a different job, hence; do not go back to college. To off-set this loss the College must augment recruitment of traditional students (18-24 year olds) from that region.

Recruitment of traditional students is more time-intensive than recruiting older students, since multiple contacts with each student are required. Currently, there is insufficient manpower at the College for this type of recruitment in the Ottawa area.

- **Multiple College employees who are not fully trained handling admissions/recruiting at Ottawa**

Currently, there are multiple people at the Ottawa campus who handle admission inquiries, rather than one dedicated person. By having a fully trained, full-time Admissions person at the Ottawa campus, communication will be more consistent regarding admissions procedures/dates/forms, etc.

- **Time away from primary duties for Ottawa employees**

A full-time admissions position in Ottawa will allow the Dean, Assistant Dean, Assistant Registrar time to focus on their primary job description requirements.

- **Putting a regional recruiter at the Ottawa campus makes sense**

An additional reason for the full-time admissions position at the Ottawa campus is the time and resources that will be saved from having to travel in that area.

- **Greater enrollment possible due to a new campus**

With the possibility of the new campus at the Ottawa Community Center, the College needs to build enrollment now as partial justification for that new facility. After the campus opens the College should need more manpower to admit greater numbers of students. Having an admissions/recruiting specialist, with already established relationships, will greatly benefit the new campus.

Senior staff believes that the Ottawa campus will definitely be better served/ utilized/ expanded with the addition of an Assistant Director of Admissions. This position has been budgeted as part of the 2008-2009 budget. It replaces the ½ time recruiter position based in Chanute that was paired with the ½ cheerleading coach. The establishment of this position requires about \$10,000 in new money, since half of the salary and the benefit package was already in the 2007-2008 budget.

The President recommended the establishment of an Assistant Director of Admissions at the Ottawa Campus as described in the attached job description.

Resolution 2008-72

RESOLVED, That the Board of Trustees of Neosho County Community College approves the establishment of an Assistant Director of Admissions at the Ottawa Campus.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Assistant Director of Admissions – Ottawa Campus

Reports to: Director of Admissions, Dean of the Ottawa Campus

Classification: Full-time, 12-month employee, Administration (Management Support Staff designation, pending Board approval)

Pay Status: Regular, Exempt

Benefits: Full, 12-month Fringe Benefits,

Starting Salary Range: \$22,000-\$28,000

Purpose of the Position: This position is a member of the Student Development team who reports directly to the Director of Admissions but is coordinated by the Dean of the Ottawa Campus. This position is responsible for managing, planning and implementing all admissions and recruiting efforts for (primarily) the Ottawa Campus and (secondary) interested students in the Chanute Campus. This position will work directly with other student development areas to implement a comprehensive student development program for the college.

Essential Functions:

1. Participates in the development of student recruitment and retention plans, strategies and written materials; assists in the development and revisions to student publications and promotional materials.
2. Creates, implements, and evaluates admission and recruiting programs and processes, including updating the on-line admission form, and other web-based admission information.
3. Establishes and maintains strong relationships with area high school.
4. Schedules and conducts high school visits and represents NCCC at college planning conference (CPCs) and other recruitment functions.
5. Plans on-campus recruiting programs for prospective students; assists with planning enrollment days for new students.
6. Utilizes and maintains a database of prospective students and ensures regular contact with those students through mail, phone and email correspondence.
7. Admits students to the college.
8. Coordinates the dissemination of information to prospective traditional and non-traditional

students.

9. Enters data on prospective students into the college's student information system.
10. Works with the International Student Coordinator in coordinating international student admissions.
11. Performs other miscellaneous duties as assigned by the Director of Admissions, the Dean of the Ottawa Campus and/or additional NCCC Administration.

Required Knowledge, Skills and Abilities

1. Excellent interpersonal skills.
2. Ability to work effectively with diverse populations.
3. Organizing and coordinating skills.
4. Knowledge of student recruitment and retention issues.
5. Ability to communicate effectively, both orally and in writing.
6. Excellent computer skills.
7. Ability to develop and deliver presentations.
8. Ability to gather data, compile information and prepare reports.
9. Ability to plan and evaluate programs.
10. Ability to appropriately exercise independent initiative and judgment.
11. Willingness and ability to work as a member of a team.

Education and Experience

- Bachelor's Degree preferred, Associate's Degree required.
- 1 – 2 years experience in admissions preferred.

Working Conditions

1. Work is normally performed in a typical interior/office work environment.
2. Some travel, overnight trips, and evening hours are required.
3. No or limited physical effort required.

Amended Agenda Item XI-I: Assistant Coaches

It was the President's recommendation that the Board approve the employment of Kirk Ferguson as the assistant coach for men's basketball. Mr. Ferguson is a graduate of Lees Junior College and earned a Bachelor of Arts in Criminal Justice from Ottawa University.

He is currently the assistant coach for men's varsity basketball at Raytown South High School and has experience at a number of basketball camps.

Mr. Ferguson will be paid \$800 per month (\$7,200) plus room and board starting August 18, 2008.

It was the President's recommendation that the Board approve the employment of Kelly Turman as the assistant coach for volleyball. Ms. Turman graduated from East Tennessee State University with a Bachelor of Science in Business Administration degree.

She is a former Division I collegiate student-athlete. Ms. Turman will be paid \$800 per month (\$7,200) plus room and board starting August 18, 2008.

Resolution 2008-73

RESOLVED, That the Board of Trustees of Neosho County Community College approves the

recommendation to employ Kirk Ferguson as the assistant coach for men's basketball and Kelly Turman as the assistant coach for volleyball starting August 18, 2008.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Amended Agenda Item IX-J: Revised Board Policy: Section IV-Employee Policies (first reading)

A committee of staff and administrators has been working over the last year on revising the Personnel Section of the Board Policy handbook. What follows is a rewrite of much of Section IV of the NCCC Trustees Policy handbook. These changes have been discussed and endorsed by the Executive Committee. The majority of the changes were also discussed at length during the Board retreat. The changes are designed to:

- equalize the benefits between faculty and non-faculty,
- "clean up" items that are no longer relevant, or gaps in policy language that have been problematic,
- Create a clear classification of administrators at the college and their respective contracts, benefits, and responsibilities,
- improve employee longevity,

Definition of Administrator Classifications: (Pages 20-21)

The first set of policies separates the large "administrator" classification into subgroups. Each of these subgroups is described. Difference between the subgroups, including nonrenewal and termination, vacation time, and possible probationary periods, are listed later in the policy manual.

Administrative/Support Staff Personnel Class Instruction Policy: (Page 24)

From time to time full-time employees who are non-faculty have been tapped to teach college classes. Often within the ranks of these employees are dynamic, engaging and highly qualified people who make excellent adjunct instructors. The current policy limits how much a full-time employee can teach for the college at a much more stringent level than other adjunct instructors are limited. The policy states exactly when a full-time employee can accept these adjunct hours. These limitations are beyond what other adjuncts hired by the college must follow and can severely limit the usage of potentially excellent instructors.

The administration proposes that:

- The policy allows for work schedules other than the typical 8am-5pm to be considered, by adding the language "outside their normal supervisor-approved work schedule."
- The policy allows for certain positions, like that of the medical assistant program coordinator, which has teaching duties within the job description above the three-credit hours per semester limitation to teach above one three-credit course.
- The policy changes allow for the limitation of the number of credit hours allowed each semester be made constant with the limitation of any other adjunct instructor – nine hours per semester.

The revised policy still makes it very clear that the full-time employee is NOT to receive additional pay for teaching classes unless that instruction falls outside the normal working hours. The policy change also keeps in place supervisor and presidential approval. IF the supervisor or the president believes that the extra elective teaching will hamper the full-time employee's ability to carry out

their normal duties, they will not approve the employee teaching the class(es). Also still in place is Board notification of any necessary variation of the policy.

Deletion of Evaluation of Instruction Section: (Pages 24-29)

The evaluation of instruction policy found in the Board of Trustees policy manual is superseded by the PEA Negotiated Agreement. As such it not needed in the policy manual and should be struck.

Administrators Contracts; Probation: Non-Renewal; Termination New Section: (Pages 31-33)

With the dividing of the current "administrator" classification into subgroups, differences in the contract lengths, addition of probation periods, description of non-renewal process, and termination policies were necessitated. In summary the new language:

- Defines process for non-renewal of Executive and Senior Administrators.
- Establishes a probation period and termination policy for Administrators.
- Defines non-renewal and termination policy for Management Support Staff.

Adding "Insubordination" as Cause for Non-renewal or Termination: (Page 34)

A review of the college's termination policy revealed that insubordination is not specifically mentioned in the reasons for non-renewal or termination. While insubordination is certainly implied it is not specifically mentioned. The revision to the policy inserts insubordination into these reasons. There is on-going legal definition for insubordination so a definition within NCCC policy is not necessary.

Health Insurance: (Pages 42-43)

For the past few years the college has been "phasing out" an option that allowed employees to accept the cash equivalent of the health insurance premium paid by the College in lieu of receiving insurance. The phase out period has now ended, making this language unnecessary. The changes show this removal. New language is inserted. This language is from the PEA Negotiated Agreement. The proposed language does not deviate from current practice.

Vacation: (Pages 44-45)

The current policy for vacation days (hours) refer only to administrators and classified hourly employees. With the development of subgroups of administrators new vacation benefits have been developed depending on the classification of the administrator. The classified hourly employees' vacation days (hours) were not consistent. Therefore, a new schedule of vacation days (hours) was developed to implement the intent of the Board as discussed at their June Retreat.

Compensation: (Page 52)

A. Salary – Faculty: The current policy includes librarians. The librarian has not been considered a part of the PEA since the early 1990's. The head athletic trainer is a professional employee and to clarify that position "head" and "trainer" were added and support personnel was struck.

Pay Day: (Page 53)

The current Pay Day policy is incorrect because it indicates that paydays are once a month. Currently our hourly employees are paid every two weeks and salaried employees are paid once a

month. Since when pay days are is a procedure rather than a policy, a "pay day" policy is not required. It is my recommendation that the policy be struck.

Executive Administrator Continuity Benefit: (Pages 53-54)

In order for any organization to sustain and further excellence and innovation there needs to be sustained visionary leadership. It is hyper-critical for a team to remain in place to continue advancements. NCCC has seen firsthand the disastrous results when a senior leadership position has constant turnover.

I recommend establishing an annuity benefit to encourage continuity in three senior leadership positions, Vice President for Student Learning, Dean of Finance and Dean of Planning and Operations. This Continuity of Leadership policy would work thusly. Upon receiving the 5th contract, an Executive Administrator would receive an additional benefit of 5% of his or her salary to be used for a retirement annuity. Then each year the percentage would increase by one percentage point until a maximum of 10% was reached, after which the Executive Administrator would continue to receive the 10% benefit from that point forward.

The chart below illustrates this.

Number of contracts	5	6	7	8	9	10+
Annuity Benefit	5%	6%	7%	8%	9%	10%

Adding Early Retirement Incentive: (Pages 55-57)

In an effort to equalize benefits between faculty and non-faculty, the Administration recommends that the early retirement incentive that the Board has negotiated with the Professional Employees be applied to all full-time employees at the college. The language proposed is the language from the negotiated agreement and the language would be applied to all full time employees.

Administrators Contracts: Non-renewal Procedure (Page 62)

The current policy was replaced with a new policy on pages 31-33. I recommend that this be struck since it was added earlier in the section.

Employment Termination (Page 66)

Item D-Completion of Exit Interview was added.

Americans with Disabilities Act (Page 66)

Changed the designated officer to chief student affairs officer.

Procedure for Resolution of Discrimination Complaints (Page 67)

Updated the administrator responsible to receive discrimination complaints from the chief financial officer to the director of human resources.

SECTION IV: EMPLOYEE POLICIES

Professional Employee

Professional employee means any person employed by the board of trustees in a professional, educational or instructional capacity, but shall not mean any such person who is an administrative employee, i.e., **Executive Administrator, Senior Administrator, Administrator, and Management Support Staff.**

Administrative Employee

~~Administrative employee means a person who has authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or the responsibility to direct them or to adjust their grievances, or effectively to recommend a preponderance of such actions. The above applies if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.~~

Executive Administrator

Executive Administrator means any employee of the Board of Trustees, whose position the Board, upon advice of the President, determines to be executive or supervisory in nature with responsibility and remuneration comparable to such duties.

Senior Administrator

Senior Administrator means an employee of the Board of Trustees designated by the President as a Senior Administrator, which designation has been based upon years of service, experience, or level of education or training required to perform the duties, with primary duty of office or non-manual work directly related to general college management policies or educational functions in the administration of the college requiring the exercise of discretion and independent judgment.

Administrator

Administrator means an employee of the Board of Trustees, designated by the President as an Administrator, and with primary duty of office or non-manual work directly related to general college management policies or educational functions in the administration of the college requiring the exercise of discretion and independent judgment.

Management Support Staff

A Management Support Staff employee means an employee of the Board of Trustees designated by the President as Management Support Staff and whose primary duties are the same as an Administrator.

Clerical / Maintenance

A Clerical or Maintenance employee means an employee of the Board of Trustees whose position has not been designated as Professional, Executive, Senior Administrative, Administrative, or Management Support Staff.

Employment Contract

The employment Contract shall state the employment classification of the employee.

Employment Recruitment

An active recruitment program for professional personnel shall continue at all times. The president and vice presidents shall actively recruit and maintain a file of applications for all positions. Instructors, administrators, and other interested persons are encouraged to be continually on the alert for personnel who might qualify and be an asset to the college.

Instructor Qualifications*

Employment as an instructor at NCCC shall be based on factors of minimum qualifications and best qualified. The intent of the board of trustees is to assure that every instructor meets reasonable minimum standards as defined below and, to the extent possible, exceeds those minimum qualifications. Whenever possible all faculty, adjunct and full-time, will meet the requirements detailed below.

Each faculty member is responsible for keeping his/her file up to date by informing the chief financial officer of any additional hours of credit obtained, and by providing transcripts from the college granting the additional credit. Salary is determined by the credentials filed and accepted on or before September 10 of each fiscal year. Professional Employees anticipating a move to a new column must notify the business manager in writing prior to May 1 preceding the next contract year.

All persons considered for employment by NCCC as faculty are expected to show concern for the quality and totality of the educational experience and demonstrate evidence of, or potential for, effective teaching.

Liberal Arts and Sciences

Liberal arts and sciences faculty should have a minimum of a master's degree or its equivalent with major emphasis in the teaching field of primary responsibility. The degree must be from a regionally accredited college or university graduate school. Although such qualifications will be customary and expected, experience or other professional training may be substituted for formal coursework in unusual situations at the discretion of the board of trustees, upon recommendation of the president and/or his authorized designee.

Nursing

Nursing faculty must be registered nurses in the State of Kansas and hold a master's degree in nursing from a regionally accredited college or university. Potential faculty who do not meet the minimum requirements may be employed on a case-by-case basis, provided the candidate possesses at least a baccalaureate degree in nursing, is a registered nurse and continues to show progress toward a master's degree in nursing (4-6 credits per year).

Business and Technical

Where relevant, preparatory occupational program instructors (other than nursing instructors) must meet the criteria above or the liberal arts and sciences criteria. Those instructors in disciplines where the aforementioned criteria do not apply must have previous professional training and experience and formal education necessary to indicate mastery of competencies to be taught. Where state or national competency examinations do not exist, a minimum of 6,000 hours of relevant, recent part-time or full-time experience is required. Additionally, if they have not already done so, new vocational/technical instructors must complete courses or other training acceptable to the institution on methods and techniques of instruction, course and curriculum development, and measurement and evaluation of programs and students. Courses selected to meet these

requirements must be approved by the vice president or his/her designated representative. Required training must be completed at a minimum of one subject area per year until all are complete.

Given that vocational-technical education places high demand on writing, mathematics, and critical thinking skills, technical and vocational program instructors must demonstrate and commit to continuing both academic and technical education during the period of employment. Such education may lead to advanced degrees or to enhanced technical skills or both.

Employment Selection and Appointment

The board of trustees selects employees solely on the basis of professional qualifications and experience. Initial appointment of all professional personnel is made by the board upon the recommendation of the president.

In the selection process, the president or an authorized designee shall screen and evaluate all applications, conduct tests and interviews, and use whatever cooperative procedures with staff members he/she deems most effective. For teaching positions, the chief academic officer, the dean of outreach and workforce development, the director of nursing, and/or the appropriate division chair shall be responsible for recommending the qualified applicant to the president for his/her approval. For key positions, the president may direct applicants to present themselves to the board of trustees before being offered a contract. All contracts are subject to board approval.

Appointment to Position

The president will recommend to the board of trustees all candidates to be approved for hire, stating the rate of pay, classification, and status. The president may, at his/her discretion, appoint a person to a vacancy on a contingent basis, pending approval by the board of trustees, for a period not to exceed sixty (60) days. A candidate may be considered hired only upon approval of the board, after trustees review the candidate's credentials as listed on the "Employment Proposal Form" (located in the appendix).

Assistant Coach Policy (approved April 2000, revised May 2000)

Each varsity sport will be allowed one assistant coach. If the sport recruits 28 or more student athletes (not including student managers), two assistant coaches will be allowed. In the event that the number of student athletes drops below 28 during a semester, the second assistant coach will be terminated within ten working days.

Continuing Contract Law (revised dates 3/8/01)

Kansas law provides that every full-time community college instructor shall be deemed re-employed for the succeeding year unless the board of trustees shall cause notice in writing to be given said instructor on or before May 1, of the term in which the instructor is then employed, and such instructor shall be presumed to have accepted such employment unless he/she shall notify the board in writing to the contrary on or before May 15.

Division Chairpersons

The curricular structure at NCCC is organized into two or more academic divisions. Each division will be headed by a division chairperson. Each division chairperson is accountable to the chief academic officer.

Guidelines for Selecting and Monitoring Division Chairpersons

The following procedures shall apply to the selection of division chairpersons and their appointment.

- a. The nominations will be made by each division member listing two or more nominees on a form to be provided by the office of the president.
- b. The nominations will be opened by the president in the presence of the faculty association president and the chief academic officer. The selection will be made by the president of the college from the nominations made by the division members.
- c. Members of more than one division may nominate candidates in each division taught, however, one may serve as chairperson of only one division.
- d. Those persons who have resigned from the staff, and those retiring from the staff shall not participate in the nomination process.
- e. Nominations will occur in January, appointments will be made in February, and division chairpersons will serve for two years from August 1 to July 31.

Division chairpersons will be accorded a reduced teaching load of 20% for each 5 full-time equivalent faculty members to the extent that funding by the board of trustees is feasible. This reduced load will be limited to a 20% minimum and a 50% maximum. Division chairpersons who are temporarily overloaded because of unusual circumstances, such as development of new programs, may negotiate additional release time, or be compensated at the current per credit hour rate paid for overload.

Division chairpersons shall be expected to enter into at least a ten-month contract with the board to perform such additional duties as assigned by the chief academic officer.

Selection of Adjunct Faculty and Appointments to Overload Assignments

The selection of adjunct faculty and faculty for overload assignments must be guided by academic credentials and/or experience. The task of selecting adjunct faculty and overload assignments is the responsibility of the dean of outreach and workforce development for the Ottawa Campus, the director of nursing, or the appropriate division chair, depending on the academic program and meeting site of the class in question. The chief academic officer is recognized by the president as the final authority in the process.

Administrative/Support Personnel Class Instruction (approved 8/9/01)

Administrative and support staff (non-faculty) employees are encouraged to instruct a class under the following conditions.

1. They must meet institutional qualifications;
2. They can only instruct ~~after 5:00 p.m. Monday through Friday or on weekends~~ **outside their normal supervisor-approved work schedule, unless limited classroom instruction is listed as part of the employee's job description**
3. **They must have approval of immediate supervisor(s) and president;**
4. They will instruct no more than the equivalent of ~~one three-credit hour course~~ **nine credit hours** per semester;

They will be paid at the institutional rate for overload pay, if the instruction falls outside their normal duties and/or is outside their normal work day, and all applicable terms and conditions relating to the issuance of supplemental contracts will be observed;

5. Any deviation from the above conditions must be approved by the supervisor(s) and the president and the board of trustees will be notified.

Evaluation of Instruction*

- ~~A. The purpose of professional employee evaluation shall be to promote quality instruction. The intent of the evaluation procedures shall be:~~
- ~~1. To provide a means of evaluating the instructional process;~~
 - ~~2. To identify specific strengths and/or weaknesses of the professional employee;~~
 - ~~3. To provide a means of upgrading and improving the skills of the professional employee; and;~~
 - ~~4. To provide a means for a hearing by the evaluation review committee, if needed.~~
- ~~A. This policy is based on the assumption that only qualified professional employees are initially employed; therefore, the task of evaluation is not to determine qualifications, but to improve instruction. All evaluation resources should be directed toward that goal.~~
- ~~B. Given the increased emphasis on outcomes assessment emanating from the North Central Association and mandates from the federal government and given the common goal of improving instruction, the board wants to examine the present evaluation system.~~
- ~~C. The following evaluation process and statements refer to the evaluation of all NCGG professional employees as defined in K. S. A. 72-9002-9005.~~
- ~~1. The process herein described shall apply to all full-time professional employees from the date of initial employment.~~
 - ~~2. The evaluation process for professional employees shall be conducted by the chief academic officer or the division chair.~~
 - ~~3. Evaluation schedule: All first and second year professional employees shall be evaluated one time each semester; all third and fourth year professional employees shall be evaluated at least one time each year. All professional employees after four years of employment shall be evaluated at least one time every three years. The chief academic officer will prepare a schedule of these evaluations so that each professional employee will know the academic year in which he/she is to be evaluated.~~
 - ~~4. The evaluation process shall consist of the following:~~
 - ~~a. Form A — Evaluation Checklist/Self-Evaluation Form
Form B — Student Evaluation Form
Form C — Video Tape/Classroom Observation Form
Form A, B, and C are located in the append
-~~
 - ~~b. First semester evaluation of first and second year professional employees will consist of Form A and one of the following: (1) video tape evaluation viewed jointly by the professional employee and the evaluator, using Form C, or (2) a classroom observation by the evaluator with Form C. During the second semester, the student evaluation (Form B) will be used.
-~~
 - ~~e. Third and fourth year professional employees will use the checklist (Form A) as well as the student evaluation (Form B) during the first semester. If deemed necessary by the chief academic officer or the division chair, third and fourth year professional employees may also have a videotape evaluation or a classroom observation (Form C).
-~~
 - ~~d. All professional employees evaluated after the fourth year will use the evaluation checklist (Form A), the student evaluation (Form B), and the video tape evaluation or classroom observation (Form C). Those professional employees being evaluated may be scheduled either the first or second semester.
-~~
 - ~~e. There shall be a conference between each of the professional employees evaluated and the evaluator to review the results of the evaluation process. A written report of the conference shall be prepared, signed by both, and placed in the evaluation file of each professional employee. Any item marked less than satisfactory by the evaluator will be supported by a written comment. A copy of the report will be received by the professional employee and may include: (a) any strengths or~~

weaknesses noted, (b) any recommendations for improving instruction, and (c) other possible comments. A copy of a reporting form is in the appendix:

-
- f. ~~The professional employee and the chief academic officer and/or immediate supervisor will discuss steps that can be taken to improve instruction. These steps may include, but are not limited to the following:~~
 - 1. ~~Evaluation and revision of objectives and syllabus for the courses taught.~~
 - 2. ~~Observations of instructional techniques of colleagues.~~
 - 3. ~~Additional college or university work.~~
 - 4. ~~Scheduled conferences with the chief academic officer or the immediate supervisor.~~
 - 5. ~~Additional classroom visitations by the chief academic officer or the immediate supervisor.~~
 - 6. ~~In-service workshops.~~
 - 7. ~~Consultations or conferences with other colleagues.~~
 - 8. ~~Other steps "mutually agreed upon" with the chief academic officer or immediate supervisor.~~
- a. ~~In the event a professional employee receives an unfavorable or unacceptable evaluation of performance, the professional employee has the right to respond within two weeks and make a written request for a hearing by the evaluation review committee.~~

~~Guidelines for Videotape or Classroom Evaluation*~~

- A. ~~As part of the regularly scheduled evaluation procedure, the following are possible:~~
 - 1. ~~Videotape(s) of a current class.~~
 - 2. ~~Classroom observation(s) of a current class (es) by the chief academic officer or the immediate supervisor.~~
- A. ~~The evaluator will provide the professional employee with a copy of Form C identifying standards and specific areas to be evaluated and will follow-up with a completed evaluation form, citing any identified strengths or suggestions for improvement.~~
- B. ~~Videotape(s) will be viewed simultaneously by the professional employee and the evaluator with the express purpose of identifying areas for improvement of instruction. The self-examination necessary in this procedure should provide the basis for effective improvement of instruction.~~
- C. ~~The professional employee may want to videotape and review his or her class performance prior to the selection of an evaluation tape or classroom observation. All videotaping will be coordinated by the library audio/visual department and tapings will be limited only by scheduled use of the equipment.~~
- D. ~~In the event that the professional employee should desire a hearing to appeal the evaluation, the videotape will be kept until the appeal procedure has been completed.~~

~~ITV Courses/Guidelines for Courses Originating at NCCC (adopted 11/11/99)~~

~~Selection of Faculty.~~ ~~The selection of faculty to each ITV courses must be guided by academic credentials and experience. The task of selecting faculty to teach ITV courses originating at NCCC, whether full time, overload or adjunct faculty, is the responsibility of the dean of outreach and workforce development, the director of nursing, or the appropriate division chair, depending upon the academic program and meeting site of the class in question. The chief academic officer is recognized by the president as the final authority in the process.~~

~~ITV Instructor Orientation.~~ ~~All NCCC ITV instructors will be provided with a preliminary orientation of two to four hours, depending upon need, followed by a recommended minimum of three hours of observation of an ITV class. A minimum of three hours of technical support will be provided to~~

~~instructors during the first three hours of instruction, and this support will be available for trouble shooting during all class sessions. The ITV lab will be available to instructors for preparation of class sessions. An ITV Training Manual and ITV Manual will be maintained and updated for use or reference by NCCC ITV instructors.~~

~~ITV Instructor Support. The dean of outreach and workforce development will continue to provide review and recommendations to assist all ITV instructors concerning ITV practice and procedure or mode of delivery. Upon request of any instructors, the dean of outreach and workforce development, or designee, will provide recommendations in response to specific instructor concerns about ITV course delivery. ITV instructor support is not evaluation of instruction.~~

- ~~a. Evaluation of instruction for full-time professional employees is governed by the negotiated agreement. Any review and recommendations of the dean of outreach and workforce development for ITV instructor support shall be provided to the instructor and the person responsible for evaluation of the full-time professional employee.~~
- ~~b. Evaluation of instruction for adjunct ITV instructors shall be coordinated by the dean of outreach and workforce development in the same manner as provided by existing Board Policy for adjunct instructor evaluation.~~

~~Class Size. Dean of outreach and workforce development has final authority to set limits on class size after considering the following:~~

- ~~a. Input from the ITV instructor~~
- ~~b. The nature of the course~~
- ~~c. Physical limits of the ITV classroom (i.e., all student seating should be within camera view, and able to view transmission with sufficient detail for the course.)~~

~~ITV Courses Originating From Other Institutions~~

~~Courses Offered. Course offerings originating from other accredited institutions shall be accepted as meeting the academic standards of NCCC. Selection and coordination of course offerings from other accredited educational institutions shall involve the dean of outreach and workforce development working with the director of nursing or the appropriate division chair depending upon the academic program. The decision whether an ITV course from another institution should be offered at NCCC shall be guided by the following factors:~~

- ~~a. Have full-time professional employees expressed willingness to teach a similar course in their teaching discipline as overload or as part of their regular teaching load? (The appropriate division chair shall solicit and maintain a list of faculty willing to teach such courses at flexible times suited to ITV courses.)~~
- ~~b. Will NCCC enrollment, in the opinion of the dean of outreach and workforce development, be sufficient for an NCCC class offering?~~
- ~~c. Is the course more appropriately an ITV course because of the need for simultaneous multiple NCCC site attendance?~~
- ~~d. Course quality determined by the dean of outreach and workforce development after considering NCCC student evaluations, direct observations of the course, course content, and other appropriate factors when the course or similar courses have been received in the past.~~

~~The chief academic officer is recognized by the president as the final authority in determining whether to offer ITV courses originating from other educational institutions.~~

~~Evaluation of Instruction. ITV instructors for courses originating from another institution shall not be subject to the NCCC evaluation process. The dean of outreach and workforce development may~~

~~utilize NCCC student evaluations and other methods or techniques to assess quality of ITV courses received. NCCC shall cooperate with the originating institution to allow proper evaluation of its own ITV courses.~~

All ITV Courses

~~**Master Course List.** All credit-bearing courses delivered or received through ITV will be on the NCCC approved master course list.~~

~~**Student Evaluations.** Students enrolled in ITV courses who are receiving credit from NCCC will complete an instructor evaluation form in the same manner as students enrolled in traditionally delivered courses.~~

~~**Student Information.** The dean of outreach and workforce development shall make information available to students concerning the dedication required for ITV course and NCCC expectations of ITV students including special disciplinary rules for student conduct.~~

~~**Application.** ITV guidelines apply only to Interactive Television (two-way audio and visual interaction) courses. On line courses and Telecourse offerings are not governed by this policy.~~

Evaluation of Adjunct Instruction (revised 8/15/00)

The following evaluation process and statements refer to the evaluation of adjunct instructors.

1. The evaluation process shall be coordinated by the dean of outreach and workforce development, the director of nursing, and the appropriate division chair.
2. Evaluation schedule: All adjunct instructors will be evaluated annually.
3. The evaluation process shall consist of the following steps:
 - a. All adjunct instructors will complete an annual self-evaluation. (Form A)
 - b. Each semester students will complete student evaluations. (Form B)
 - c. The appropriate administrator will conduct an annual evaluation of the adjunct instructor. (Form C)
 - d. Self-evaluations will be submitted to the appropriate administrator and forwarded to the chief academic officer for review and filing in the adjunct instructor's personnel file.
 - e. Student evaluations will be returned to the appropriate administrator, tallied, and forwarded to the chief academic officer for review and filing in the adjunct instructor's personnel file. Tabulated results of student surveys will be returned to the adjunct instructor.
 - f. Administrative evaluations will be discussed with adjunct instructor, signed by both, and forwarded to the chief academic officer for review and filing in the adjunct instructor's personnel file. A copy of the evaluation will be provided to the adjunct instructor.
 - g. The appropriate administrator and the instructor will discuss steps that can be taken by the instructor to improve instruction. These steps may include:
 1. Evaluation of objectives and syllabi for courses;
 2. Observation of instructional techniques of colleagues;
 3. Appropriate college or university coursework;
 4. Conferences with appropriate administrator;
 5. In-service workshops;
 6. Consultations with media specialists;
 7. Consultations with colleagues; and/or,

8. Other steps worked out with the dean of outreach and workforce development or appropriate administrator.
 - a. In the event an instructional employee receives an administrative notification of unacceptable performance, the employee may request a hearing by the evaluation review committee.

Evaluation Review Committee*

- A. No member of the instructional staff shall serve on more than one evaluation review committee during any academic year. The evaluation review committee shall consist of the following four members:
 1. Two instructors chosen by the evaluated professional employee.
 2. An instructor from the same division as the evaluated professional employee, and the same discipline, if possible, chosen by the administration.
 3. The chief academic officer or the division chair (whichever was not involved in the original evaluation).

- A. The duties of the evaluation review committee shall be:
 1. To conduct hearings according to ethical and professional practices.
 2. To determine if the evaluation process has been fairly implemented:
 - a. Did the evaluator note the areas in which the professional employee was adequate?
 - b. Did both the evaluator and the professional employee agree that there was a problem and agree to the nature of the problem?
 - c. Did the professional employee agree that the proposed recommendations for improvement were appropriate?
 - d. Did the professional employee receive cooperation from other employees and the administration?
 - e. Was there sufficient follow-up on the part of the evaluator to determine if the professional employee was meeting success or frustration?
 - f. Was there sufficient effort on the part of the professional employee to implement recommendations?
 - g. The evaluation review committee will consider whether or not to review the evidence that the college has been supportive in providing the conditions that would allow improvement, such as:
 1. adequate support for in-service workshops;
 2. adequate teaching environment, or
 3. adequate administrative support.

- A. The evaluation review committee shall file its written results of deliberations and their recommendations with the president of the college. The report will be signed by the chief academic officer and by the evaluated professional employee. A copy will be filed with the original evaluation and with the evaluated professional employee. The report will be based on two criteria:
 1. The evaluation has been fairly administered and evaluated.
 2. The suggested procedures for improvement of instruction are being dealt with in a timely manner.

Non-renewal or Termination*

Non-renewal or termination of "professional employees" shall be in accordance with K. S. A. 72-5410 et seq., K. S. A. 72-5413 et seq. And K. S. A. 72-5436 et seq.

Administrators Contracts; Probation: Non-Renewal; Termination

The term Executive Administrator, Administrator, Senior Administrator and Management Support Staff shall not mean or include the President of the college.

EXECUTIVE AND SENIOR ADMINISTRATORS

An Executive or Senior Administrator who has completed less than two (2) consecutive years of employment as an Executive or Senior Administrator of the college may be non-renewed without any reason or reasons being given for such action. The written notice of intention to non-renew to such persons shall only be required to specify the date that the current contract will expire.

An Executive or Senior Administrator who has completed two (2) consecutive years of employment as an Executive or Senior Administrator of the college, receiving written notice of intention to non-renew, may request a meeting with the Board by filing a written request with the Clerk of the Board within ten (10) days from the date of receipt of the written notice. The Board shall hold such meeting within ten (10) days after filing of the request. The meeting shall be in executive session, and at such meeting, the Board shall specify the reason or reasons for the Board's intention to not renew the Executive or Senior Administrator's contract. The Executive or Senior Administrator shall be afforded the opportunity to respond to the Board at the meeting. Neither party shall have counsel, legal or otherwise present. The Board may include the President and an appropriate supervisor in the executive session meeting for the purpose of properly specifying reasons for non-renewal. There will be no formal record or recording made of the meeting in executive session. Within ten (10) days after the meeting, the Board shall reconsider its reason or reasons for non-renewal, shall make a final decision as to the matter, and will notify the Executive or Senior Administrator of its decision in writing.

ADMINISTRATORS

PROBATION: The first employee contract offered to an Administrator as an Administrator shall provide that the first ninety (90) days of employment under the contract shall be a probationary period during which the contract may be terminated without cause by giving written notice of termination at least two (2) weeks in advance of the termination date. The written notice must be given within the ninety (90) day probation period, but the termination date may be subsequent to the probation period.

An Administrator of the college may be non-renewed without any reason or reasons being given for such action. The written notice of intention to non-renew to such person shall only be required to specify the date that the current contract will expire.

NON-RENEWAL NOTICE

Written notice of the Board's intention to not renew the contract of employment of an Executive Administrator, Senior Administrator or Administrator (all referenced to as "Administrator" in this section) shall be given to the Administrator on or before May 1 of the year in which the term of the Administrator's contract expires. An Administrator shall give written notice to the Board on or before May 15 of the Administrator's rejection of renewal of a contract of employment. Terms of a contract may be changed at any time by mutual consent of both an Administrator and the Board.

"Not renew the contract" or "non-renewal of the contract" means that an Administrator remains on duty to complete the term of a current contract but is not offered a contract for the subsequent contract, calendar or fiscal year. The Board reserves the right of the President or President's designee to relieve or suspend the Administrator of any or all contractual duties, with pay for the balance of the term of the Administrator's contract.

MANAGEMENT SUPPORT STAFF

A Management Support Staff contract may be terminated without cause by giving written notice of termination at least two (2) weeks in advance of the termination date.

MISCELLANEOUS

- Provisions for renewal or non-renewal of contracts shall not apply to Management Support Staff contracts, the terms of which shall not create any expectations of employment for any term and which shall permit termination of any time subject to notice requirements provide above.
- The President or President's designee may give written notice of termination to a Management Support Staff, which shall be subject to approval of the Board of Trustees, provided that the termination date set forth in the written notice of termination must occur after approval of the termination by the Board. After notice of termination the President or President's designee may relieve or suspend the employee of any or all contractual duties, with pay, for the balance of the time prior to the termination date.
- Provisions relating to Management Support Staff shall also apply to Clerical and Maintenance employees unless specifically provided otherwise in the employment contract or other provisions of Board Policy.

Causes for Non-renewal or Termination*

The following are valid reasons or causes for suspension, for demotion, and for termination for cause of any employee, except as otherwise provided herein.

1. Abolition of position or program.
2. Conviction of a felony. (If an employee with a felony conviction is employed, and it is revealed at the time of employment and made a matter of record in the employee's personnel file, that conviction shall not constitute a reason for subsequent non-renewal or termination).
3. Commission of acts, which cause or result in a disruption of the operation of classes or other regular activities at the college.
4. Failure to maintain required certification and/or licensing.
5. Immoral activity which adversely reflects upon the college or impairs effectiveness on the job.
6. Incompetency.
7. Inefficiency.
8. Insufficient revenue.
9. Mental or physical unfitness which renders the employee incapable of satisfactorily performing essential job function.
10. Reduction in force.
11. Unauthorized absence or excessive absenteeism.
12. Unauthorized conversion or use of college property for personal use.
13. Violation of terms of contract.
14. Willful failure to comply with reasonable requirements of the board of trustees, as may be prescribed from time to time, to show normal improvement and evidence of

continued professional training.

15. Willful failure to obey and carry out reasonable directives of immediate supervisor.
16. Willful neglect of duty.

17. Insubordination

18. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (as defined in the Drug-Free Workplace Act of 1988) by an employee in the workplace and/or the failure of an employee to notify the college of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Procedure for Non-renewal*

Employment for all probationary employees, part-time employees, temporary employees, or employees with a contract that has a definite ending date may be terminated, demoted, suspended, non-renewed or not extended without any reason or reasons being given for such action. The notice to such persons shall only be required to specify the date of the termination.

The board of trustees has accepted the following policy as a basis for dealing with non-probationary instructors whose work is not satisfactory.

1. The instructor has a right to be warned that his/her work is not satisfactory or up to expectations and to have a reasonable period to correct the situation. The warning should deal with specific items and state the consequences if improvement is not forthcoming. The warning shall be in writing.
2. The administrative staff has an obligation to try to help faculty become good instructors, and they will closely supervise with frequent visits and conferences. Administrators will provide the instructors with detailed memos of suggestions and incidents with the goal in mind of bringing about satisfactory improvement. Every effort should be made to obtain objective data in order to determine the effectiveness of the instructor.
3. Transfer to another teaching situation should be considered as a solution only in the event that the instructor shows qualities that would predict success in the new situation.

Reduction In Force*

If the board determines that there is necessity for a reduction in force for full-time professional employees because of financial exigency, decline or change in student composition or enrollment, or other valid reasons which will result in termination or non-renewal of any non-probationary professional employee(s), the following procedure shall be followed:

1. The teaching assignment where such reduction is to take place shall be determined by the administration. In the event of a reduction of staff due to the elimination of a program from the curriculum the matter will be brought to the Curriculum Committee for comments concerning the effect of such action on the total curriculum, and for advice and recommendations as to alternatives, if any, before the final decision is made whether or not to eliminate a program from the curriculum.
2. The professional employee(s) in such teaching assignment who has the least seniority (i.e., continuous service as a regular professional employee since his last date of hire at the college) shall be selected for termination or non-renewal. In specialty areas such as nursing, consideration will be given to retraining professional employees who meet requirements set by accrediting agencies. If two or more professional employees have the same seniority, the one with the fewest number of credit hours in the teaching area in question will be released first. Consideration shall be given to any professional employees who desire early retirement.
3. Professional employees shall retain credit for their length of service up to the time of

termination or non-renewal under this policy, but shall not be entitled to earn additional credit for service or receive benefits thereafter.

4. Professional employees who are terminated or whose contracts are not renewed under this policy shall retain the right to reemployment until sixteen (16) months after the day the professional employee's last regular contract was scheduled to terminate, and if the board decides additional professional employees are needed during this time, those shall be eligible for reinstatement, using the same criteria as was used above to determine retention, including the qualification to teach the full normal workload of classes or courses as assigned by the administration. Any professional employee who is not reemployed during this period shall be considered finally terminated at that time without liability to either party.
5. All parties to a reduction in force action must recognize the legislative requirements in K. S. A. 72-5438 and 72-5439. These statutes detail procedural due process including notification requirements, which are not noted herein.

Grievance Procedure

This policy shall not apply to termination of contracts or termination of employment, non-renewal of contracts, suspensions, or demotions. A grievance is limited to a work-related complaint. Grievance procedures for faculty are established in the negotiated agreement between the Professional Educators' Association and the college.

A. Definitions

1. Grievance: Grievance is a work-related complaint, which is not related to termination of contracts or termination of employment, non-renewal of contracts, suspensions or demotions.
2. Aggrieved Person: The person or persons making the complaint, which shall include only non-faculty employees.
3. Party of Interest: The person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. Days: Except when otherwise indicated, days shall mean contract working days.

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees that may arise from time to time.

B. Procedure

1. Level One

- a. Within 20 days from the date of awareness of a problem, the aggrieved person shall seek to resolve the matter informally with his/her supervisor.

1. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered within five (5) days after discussion of the grievance he/she may file the grievance in writing within ten (10) days of the level one response with the chief academic officer on the form available in the chief academic officer's office's office.
- b. Within five (5) contract days after receipt of the written grievance by the chief academic officer or his/her designee will meet with the aggrieved person and his/her representative in an effort to resolve it. The chief academic officer shall submit his/her decision in writing to the aggrieved person

five (5) days after the meeting.

1. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, he/she may file the grievance within ten (10) days of the level two response with the president.
- b. Within five (5) days after receipt of the written grievance the president or his/her designee will meet with the aggrieved person and his/her representatives in an effort to resolve it. The president shall submit his/her decision in writing to the aggrieved person within five (5) days of the meeting.

1. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level three, he/she may file the grievance within ten (10) days of the level three response with the board of trustees by filing the grievance with the president.
- b. Upon receipt of the written grievance by the board, the grievance shall be scheduled at the next regular board meeting or the following regular board meeting if the next meeting is within ten (10) days of the receipt of the grievance by the board. The grievance will be heard in executive session unless otherwise requested by the grievant. The board shall submit its decision in writing to the aggrieved person within five (5) days of the meeting.

A. Rights of Employee Representation

1. No reprisals will be taken by the board or administration against any participant in the grievance procedure by reason of such participation.
2. An employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the grievant.

A. Miscellaneous

1. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the days shall be those days during which the college office is open for business.
3. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended at the last step, or the grievant may advise the administration that the grievance is dropped.
4. Decisions rendered at Levels Two, Three, and Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties of interest.
5. When it is necessary for a representative to attend a grievance hearing during the school day, he/she will, upon notice to the chief academic officer be released without loss of pay. Any employee whose appearance in such hearings as a witness is necessary will be accorded the same right.
6. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
7. Forms in the appendix for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be prepared by the administration and made available in the chief academic officer office to facilitate operations of the grievance procedure.
8. Time line exception: If the grievant chooses to have representation at any level, the administration will contact the grievant, who may coordinate with his/her representative to determine mutually acceptable dates at each level.
9. Strict rules of evidence and requirements of substantive and procedural due process, except the notice provisions and time deadlines provided herein, will not apply.
10. In the absence of a written reply herein being given within the time specified, the grievance is considered to be denied and the grievant may submit the grievance to the next level.
11. All grievances filed shall:
 - a. Be signed by the aggrieved person;

- b. Be specific;
- c. Contain a synopsis of the facts giving rise to the grievance;
- d. Cite the article, section, page number of that portion of any policy or procedure allegedly violated (if applicable);
- e. Contain the date of any alleged violation;
- f. Specify the relief requested; and,
- g. Be submitted using the college supplied forms.

If the grievance as filed is not in conformance with these requirements, then the college reserves the right to reject the grievance. Such rejection shall not extend the time limitations herein set forth.

Academic Freedom*

The board of trustees accepts the following statement on academic freedom, as published in Academic Freedom and Tenure, a Handbook of the American Association of University Professors.

The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a man/woman of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

Controversial Issues

1. Special care should be taken by the faculty member to insure that all sides of the issue are presented.
2. Local mores should be considered in dealing with controversial issues.
3. Material used should be appropriate to the level taught.
4. Personal opinion should be labeled as such and should be differentiated from fact.
5. Materials and authors used in classrooms should be authenticated.

Classroom Instruction*

The major responsibility of an instructor at NCCC is to provide effective instruction. This responsibility includes preparation and planning, both long-range and immediate; understanding and applying sound professional teaching methods; and developing and maintaining effective professional teaching methods; and developing and maintaining effective student, faculty, and community relationships. The instructor must conduct himself/herself in such a way as to set an example of good citizenship and to command the respect of the students at all times.

Patent, Copyright, and Royalties

The board of trustees recognizes that it has certain proprietary rights to material, including publication, instructional material and devices, prepared by staff members on college time and with use of NCCC facilities and/or equipment. However, the board also recognizes the importance of encouraging professional development of staff members and of sharing new developments with other educational institutions.

The board of trustees reserves the right of exclusive access to the professional services of staff members in accordance with the terms of the staff member's contract. Staff members shall not be permitted to engage in outside employment which impairs the effectiveness of their professional service to the college. While the board encourages the professional publication of material by staff members, the development of a material which may result in the acquisition of patents, distribution rights, or copyrights, shall not interfere with the staff member's professional responsibilities to the college.

Publications, instructional material and devices, computer materials, and other work products created as part of any officially assigned college responsibility or activity or undertaken on school time will be the property of the board of trustees. The board of trustees may patent or copyright all such materials or devices in its own name; however, such items will bear the name(s) of the creator(s). All royalties and other proceeds from the production, sale or distribution of the materials or devices will be paid to the board of trustees.

When there is no involvement or usage of college facilities, equipment, or supplies, a staff member has all rights of ownership in publications, instructional material and devices, and computer materials produced by the staff member on his/her own time.

Emeritus Faculty and Administrator Status (added 3/9/05)

The Board of Trustees of Neosho County Community College is greatly appreciative of employees who devote their professional lives to the College. In appreciation, the Board establishes and names individuals to Emeritus Faculty and Administration status, so that their displayed names, along with their positive impact on the College, will remain long after their retirements.

To be considered for this honor the employee must be:

- A full time faculty member or full time administrator of director level or higher;
- Be employed at the college for at least 15 years;
- Be eligible for retirement under the Kansas Public Employees Retirement System;
- Be retired from Neosho County Community College.

If an employee who meets the first two requirements dies before retirement he or she is still eligible to receive the honor posthumously.

On or about July 1, the Director of Human Resources will compile a list of retirees that meet the above criteria and will submit that list to the President who then submits the list to the Board of Trustees. At the next meeting of the Board, they will publicly induct the new members to this honor. A plaque will be maintained displaying the names of the honorees.

Staff Professional Development Fund (added 9/9/04)

The purpose of this fund is to encourage staff in developing and implementing individual plans for professional development. Neosho County Community College expects all employees to take the initiative in maintaining and continually reassessing skills and knowledge required for their

assigned work. The staff professional development fund is designed to support opportunities for which sufficient funding can not be found within their department budgets.

1. Eligible employees include all permanent full time non-Professional Employees staff. Contractual employees must have been employed for one (1) year at the time of application. The purpose of this fund is not intended to be used in lieu of other appropriate departments funds. Departments are encouraged to provide as much financial support as possible for appropriate training of their staff. The applicant is required to seek funding from his/her department *before applying for monies from the staff professional development fund*.
2. Monies will be budgeted each year and applications will be accepted throughout the year, but funding may become scarce as the year progresses. Therefore employees are encouraged to plan ahead.
3. The fund will be administered by the President's/designee Office.
4. Applications will be reviewed by a selection committee to be composed of a three- member committee appointed by the President. If a member of the selection committee is applying to the fund, he/she will excuse him/herself from that discussion.
5. The amount of monies available for each employee will not exceed \$500 per year.
6. Due to fund availability, all of the worthwhile applications submitted will be approved on a first come first serve basis.

The strategies/priorities of the college's professional development plan are:

1. Academic Study- Includes formal courses of study, pursuit of additional degrees or other academic awards.
2. Conferences- Presenting papers, tutorials, chairing sessions or panels; participation in question and discussion sessions; and attendance at formal sessions and other conference activities, are all examples of appropriate conference-related professional development.
3. Seminars and Workshops- Such activities cover a variety of instructional programs that may be offered.

Employee Benefits (revised 8/12/04)

Employee benefits for individuals employed by the board in professional or instructional capacities, including classroom instructors, athletic coaches, and athletic support personnel employed under a full-time contract are set forth in the negotiated agreement between the board of trustees and NCCC Professional Educators' Association

A. Health Insurance

~~The Board will pay for single membership level health insurance coverage for each full-time employee. Each full-time employee shall participate in the college-sponsored group health insurance plan at least at the single membership level unless: (a) health insurance coverage is maintained by the employee through a qualified group health insurance plan. A qualified group health plan is defined as: (i) Health coverage that is offered by an employer unit to all full time employees of that organization; and (ii) To qualify as an employer unit, the group must be formed for purposes other than obtaining insurance; and (iii) There must be employer contribution and payroll deduction for premiums paid by the employee.); or (b) employment with NCCC originated prior to July 1, 1995 and health insurance coverage is maintained by the full-time employee through an alternative source.~~

~~A full time employee that (a) is covered by a qualified group health insurance plan, or (b) whose employment with NCCC originated prior to July 1, 1995, and health~~

~~insurance coverage is maintained by the employee through an alternative source, and (c) in the 2003/2004 contract year elected to receive cash fringe and fell within the definition of "a" or "b" during the enrollment period for 2003/2004, may elect to continue to receive the monthly cash payment of \$330.00 per month in lieu of insurance for the 2004-2005 year. The same employee may elect to receive a monthly cash payment of \$220.00 per month in lieu of insurance for the 2005-2006 year. In the year 2006-2007 and thereafter, the same employee may elect to receive \$100.00 per month in lieu of the insurance, which only can be used to participate in the College's I.R. S. Section 125 Cafeteria Plan.~~

~~Full-time employees whose first contract was in the 2004-2005 contract year shall participate in the college-sponsored group health insurance plan at least at the single membership level, unless health insurance coverage is maintained by the employee through a qualified group health insurance plan. If the employee, who is covered by a qualified group health plan, elects not to take the college-sponsored group health insurance coverage in 2004-2005, he/she may elect to receive \$50 per month to participate in the College's I.R. S. Section 125 Cafeteria Plan. In 2005-2006, if the employee elects not to take the college-sponsored health insurance plan that monthly amount will increase to \$75 per month. In 2006-2007 and thereafter, the monthly amount will increase to \$100 per month.~~

~~Any full-time employee who is enrolled in the NCCC Group health insurance plan may, at the employee's expense, enroll a spouse and eligible dependent children, subject to the same conditions and limitations that apply to the person enrolled in accordance with the terms of the group health insurance plan.~~

Health Insurance

The Board will pay single membership level health insurance coverage for each full-time employee. Each full-time employee shall participate in the college-sponsored group health insurance plan at least at the single membership level unless health insurance coverage is maintained by the employee through a qualified group health insurance plan. A qualified group health plan is defined as: a) health coverage that is offered by an employer unit to all full time employees of that organization; and (b) to qualify as an employer unit, the group must be formed for purposes other than obtaining insurance; and (c) there must be employer contribution and payroll deduction for premiums paid by the employee. A full time employee that is covered by a qualified group health insurance plan may elect to receive \$100.00 per month in lieu of the insurance, which only can be used to participate in the College's I.R.S. Section 125 Cafeteria Plan.

Any full-time employee who is enrolled in the NCCC Group health insurance plan may, at the employee's expense, enroll a spouse and eligible dependent children, subject to the same conditions and limitations that apply to the person enrolled in accordance with the terms of the group health insurance plan.

B. I.R.S. Section 125 Cafeteria Plan (revised 8/12/04)

In addition, employees may elect to reduce their salaries and designate said sum to be applied to one or more of the below I.R. S. Section 125 Cafeteria Plan Options.

Each full-time employee shall allocate said sums to other fringe benefits, including salary protection insurance, cancer and dread disease insurance, dependent care reimbursement, dental, vision, and medical reimbursement as provided by the Board in the Cafeteria Plan. All elections shall be made according to the Section 125 Cafeteria Plan.

A. Kansas Public Employees Retirement System (KPERs)

All full-time and permanent part-time employees who enter employment are required to become members of the Kansas Public Employees Retirement System. Four percent of the employee's salary is deducted for this retirement plan. Currently, the State of Kansas pays the amount necessary into the retirement system to make the annuity fiscally sound. Prior to vesting, an employee who leaves covered service in Kansas may make application to withdraw the employee portion of the account. Applications for membership are available from the KPERs agent. He/she will be available to answer specific questions regarding the Kansas Public Employees Retirement System at any time during office hours.

B. Social Security

NCCC participates in the social security system and all employees, both full-time and part-time, participate by payroll deduction which is matched by the board of trustees.

C. Workman's Compensation

NCCC will provide workman's compensation insurance for all employees as prescribed by law. Claims should be reported within five (5) days of injury to the business office.

D. Liability Insurance

The board of trustees shall provide liability insurance to protect itself, the college, and the college employees with regard to employee actions performed clearly in the line of duty. The protection shall be limited to the terms of the insurance policy.

E. Vacation, Holiday and Other Leaves

Vacation, holiday and other leaves for professional employees are subject to the provisions of the negotiated agreement between the college and the Professional Educators' Association.

1. Vacation

~~Administrators (non-faculty, non-clerical, non-maintenance) employed on a twelve-month basis are entitled to a four-week (20 working days) vacation period. Clerical and maintenance personnel who are employed on a twelve-month basis are entitled to 10 working days of vacation on the first day of the contract year. If an employee terminates before the end of the contract year, the vacation period will be prorated based on length of service. After the completion of the fifth year, maintenance and clerical personnel will be entitled to 15 working days vacation, after the completion of the tenth year 17 ½ working days vacation, and after the completion of the fifteenth year, 20 working days vacation. All vacations must receive prior approval from the employee's immediate supervisor, and the employee must complete an absence report. Vacation days not scheduled and used within twelve (12) months from the end of the contract year in which earned will be forfeited.~~

1.Vacation

Full time employees are entitled to vacation pay based upon employment classification and years of service. If an employee terminates before the end of the contract year, the vacation period will be prorated based upon the number of

contract days in such year employed prior to termination. All vacations must receive prior approval from the employee's immediate supervisor, and the employee must complete an absence report. Vacation hours not scheduled and used within twelve (12) months from the end of the contract year in which earned will be forfeited.

Schedule of Vacation Hours

	1-5 years	6-10 years	11-15 years	16+
years				
hrs/days	Hrs/days	hrs/days	hrs/days	
Clerical/Maintenance 200 (25)	80 (10)	120 (15)	160 (20)	
Management Support 200 (25)	80 (10)	120 (15)	160 (20)	
Administrator 200 (25)	160 (20)	168 (21)	184 (23)	
Senior Administrator 200 (25)	160 (20)	176 (22)	200 (25)	
Executive Administrator 240 (30)	160 (20)	200 (25)	240 (30)	

-- Existing permanent part-time employees with contractually accrued vacation are grandfathered on a continuing basis.

-- Schedule of vacation hours are effective July 1, 2008.

-- Years of service designated are inclusive and refer to a complete contract year.

-- Vacation hours are working hours.

2. Holidays (revised 6/14/01)

Paid vacation will be for the following days:

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

July Fourth (When this holiday falls on Saturday, the previous Friday will be considered the holiday. When it falls on Sunday, the following

Monday will be considered the holiday.)

Labor Day

Thanksgiving Day, Wednesday preceding and Friday following.

Christmas Break (which shall begin December 24th, regardless of the day it falls on, and continue through January 1st. When January 1st falls on a Sunday, Christmas Break shall continue through January 2nd.)

3. Sick Leave

Each full-time employee shall receive one sick day per month, cumulative to a maximum of 60 days by the end of the fifth contracted year of employment. After the

fifth year, each employee shall receive one day per month, but cannot accumulate more than six days per year thereafter for a maximum of 90 days. There is no compensation for unused sick leave.

A. Purpose and Usage

NCCC shall provide employees with the opportunity to request approved time away from work to resolve medical problems and/or recuperate so they may return to full productivity. Sick leave may be taken only to the extent that is actually accrued; one cannot borrow against anticipated sick leave earned. An employee shall not be compensated for unused sick leave.

Sick leave may be granted for:

1. Illness or injury of an employee which prevents the employee from performing his/her duties;
2. An employee receiving workman's compensation temporary total disability benefits for an NCCC employment related illness or injury may request use of accumulated sick leave. The compensation for accumulated leave used each payroll period shall be that amount which, together with worker's compensation, and after employer withholding from sick leave compensation, equals the net pay after withholding actually received by the employee prior to the illness or injury. Sick leave may not be used to supplement for more than sixty (60) calendar days while drawing workman's compensation temporary total disability benefits. Sick leave used to supplement workman's compensation benefits shall be in 1/3 fractional day increments.
3. Medical appointments;
4. Quarantine due to a contagious disease in the employee's immediate family;
5. Illness of a member of an employees' immediate family (spouse, children, parents, or family member residing with employee);
6. Maximum of five days in case of death in the employee's family (spouse, children, parents, siblings, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law.) Any further days must be cleared with the immediate supervisor.

A. Verification

NCCC may require a statement from a medical doctor that the employee was unable to work in order to insure that there will be no abuse of sick leave privileges.

B. Records

Whenever an employee is unable to report to work, the employee must notify his/her immediate supervisor. On the first day back at work, an absence report must be completed with the immediate supervisor and forwarded to the chief financial officer in order to account for sick leave.

1. Emergency Leave*

Each full-time employee will be given two (2) days of emergency leave to be taken when the employee does not have access to sick leave or vacation days (in that order). These days

cannot be accumulated, nor can an employee be compensated for unused days.

2. Determination of Sick (Emergency) Leave Eligibility

- A. When requested to do so by the appropriate administrator, the president shall rule on applications for sick leave and/or emergency leave.
- B. Rulings of the president may be appealed to the board of trustees upon the submission of a written request to the president.
- C. The board of trustees shall have final authority in ruling on eligibility for sick leave and/or emergency leave.

1. Leave Without Pay

Employees absent beyond the maximum allowable shall have deducted from their salary for each day missed an amount of one-one hundred eightieth (1/180) of the nine-month contracted salary, one-two hundredth (1/200) of the ten-month contracted salary, one-two hundred twentieth (1/220) of the eleven-month contracted salary, and one-two hundred fortieth (1/240) of the twelve-month contracted salary.

7. Shared Sick Leave Pool (approved 8/12/04)

Sick leave donation is a voluntary, confidential program that permits staff members to donate fully paid sick days to co-workers in need who cannot return to work because of a serious or catastrophic personal health condition, as defined under the Family and Medical Leave Act (FMLA). Voluntary sick leave donations from other employees may be used to provide paid leave for a maximum of *240 hours* in a twelve-month period. The twelve-month period will commence on the day an employee first utilizes the shared sick leave donation.

The employee shared sick leave pool shall utilize the following guidelines:

Employees may be eligible for sick leave from the pool when they or their family members experience a serious, extreme, or life threatening illness which meets both of the following specific criteria:

- A. The employee or family member is experiencing a serious, extreme, or life-threatening illness, injury, impairment, or physical or mental condition that has caused, or is likely to cause, the employee to take leave without pay or to terminate employment.
- B. The illness, injury, impairment, or condition keeps the employee from performing regular work duties.

Shared sick leave will not be granted for common illnesses, minor surgeries or routine surgery. Family members include persons related to the employee by blood, marriage or adoption, and minors residing in the employee's residence as a result of court proceedings pursuant to Kansas code for care of children or the Kansas juvenile defenders code. Procedures for administering the shared sick leave program are to be handled by Human Resources.

An employee shall be eligible to receive sick leave from the pool if both of these conditions are met:

- A. The employee has at least six months of continuous service.
- B. The employee has exhausted all paid leave available for use,

including vacation leave, sick leave, and compensatory time credits.

An employee may voluntarily transfer sick days into the pool; however, a minimum of 240 hours is required to remain in the donor employee's account.

An employee who has resigned/retired may transfer accumulated sick leave into the pool.

Any employee found abusing the benefit will no longer be entitled to participate in the shared sick leave pool.

1. Military Leave*

Full-time employees who leave their positions for extended compulsory active duty in the military service of the United States during a state of war or natural emergency, or for a period of required military training, shall be granted a military leave without pay for the duration of their commitment in accordance with the terms of applicable law.

2. Family and Medical Leave*

College employees shall be provided family and medical leave as provided by this plan approved by the board and required by current federal law and regulation. A copy of this plan for providing leave under this policy shall be kept at each campus and will be made available to all employees at the beginning of each school year.

Family and medical leave as required by federal law shall be granted for a period of not more than 12 weeks during a 12-month period. For purposes of this policy, a 12 month period shall be defined as a fiscal year beginning on July 1, and ending the following June 30.

Spouses employed by the college may only take an aggregate of twelve (12) weeks of leave for a birth or adoption of a child or to care for an employee's immediate family (defined as spouse, children, parents, or family member residing with the employee) because of a serious health condition.

A. Reason

Leave is available because of (1) the birth of a son or daughter of the employee and to care for the son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) the need to care for an employee's immediate family (defined as spouse, children, parents, or family member residing with the employee) because of a serious health condition; or (4) a serious health condition of the employee that prevents the employee from performing the job functions. (Leave for reason 1 or 2 must be taken within 12 months of birth or placement.)

B. Paid Leave/Unpaid Leave

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available or accrued, the paid leave shall be used first and counted toward the annual family and medical leave unless the employee elects to take a salary reduction for part or all of the above. The president will notify the employee prior to or during the leave period whether or not the leave

has been designated as paid family and medical leave.

C. Eligibility

The employee is eligible for family and medical leave upon completion of 12 months of service in the college when employed at least 1250 hours during the preceding year.

D. Group Health Benefits

During the period of any unpaid family and medical leave the board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on the payroll date or other time as the employee and president may agree. The board may terminate group health coverage if the employee payment is not received within 30 days of the due date.

E. Notice

When leave is foreseeable, the employee shall give written notice thirty (30) days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of:

1. The reasons that leave will count as family and medical leave,
2. Any requirements for medical certification,
3. Employer requirement of substituting paid leave, and employees option to take a salary reduction,
4. Requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share,
5. Right to be restored to same or equivalent job,
6. Any employer required fitness-for-duty certifications.

The college may require, at its expense, the opinion of a second health care provider designated and approved by the college. If first and second opinions conflict, the college may obtain a third opinion from a provider jointly approved and paid by the college and the employee. A third opinion is final and binding.

A. Intermittent Use

Family leave (reasons 1 and 2) may not be used intermittently or on a part-time basis without the prior approval of the president. Serious health condition leave (reasons 3 and 4) may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, the college may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule provided that the position is equivalent pay and benefits.

B. End of Semester

The president may require the employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the

semester.

If the leave is for a reason other than the employee's serious health conditions, the president may require the employee to continue leave until the end of a semester, if:

1. The leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the last two (2) weeks of a semester, or
2. The leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.

1. Leave of Absence*

The board of trustees upon the recommendation of the appropriate administrator and the president of the college may grant leaves of absence for advanced study or other appropriate educational activities. All such leaves shall be without pay, and not longer than one (1) year.

The employee may retain hospital and medical insurance through individual payments to the college group and shall retain seniority for salary schedule purposes.

2. Jury Duty*

The college grants a leave of absence to any employee summoned for service as a juror for such time as is necessary to complete his/her jury obligation, provided that such leave will not seriously impair the college's instructional program or administrative function, in which case the president will request that the judge release the employee from jury service. The leave shall be without loss of pay, and the employee shall be paid regular salary, or regular straight time wages (based on normal work hours or days served, exclusive of overtime).

Upon receipt of a summons to report for jury duty, notification shall be immediately given to the employee's immediate supervisor. An employee may be required to present proof of having served as a juror.

In the event that the employee is released from jury duty more than two hours prior to the end of a regular scheduled workday, the employee shall return to work immediately after being released. Employees who serve jury duty for six hours or more on any particular day, may be excused from work during evening classes or evening work shifts that day upon prior request submitted to the employee's immediate supervisor.

G. Employee/Dependent's Scholarships* (revised 9/13/01) (revised 3/14/02) (9/11/03)

Full-time employees and their dependents, will, upon application, be awarded a tuition and consumable book loan scholarship for credit courses at Neosho County Community College. To maintain eligibility, the employee must be employed full-time by NCCC on the first and the last day of the class. Scholarship recipients will be liable for tuition costs for each credit hour that they do not receive a grade of A, B, C, or P. Scholarship recipients receiving consumable book loan books must abide by all book loan rules. Fees are not included in the scholarship award.

Staff and dependent scholarship forms are available in the financial aid office. Completed scholarship forms should be returned to the financial aid office prior to the first day of class.

To enroll in day classes at NCCC, full-time employees must have a request signed by their

supervisor to take daytime classes. Consideration will be given to the appropriateness of the course as it relates to the employee's position and the timelines of the course as it relates to the workday and job responsibilities. A full-time employee shall not enroll in more than 3 credit hours of daytime courses per semester unless a written request is approved by the president of the college. Time taken to attend classes during the regular work day will be made up by the employee.

There will be no tuition reimbursement for those full-time employees taking classes at another institution.

H. Attendance at College Functions

Full-time employees of the college and their dependents may attend college-sponsored functions free of charge.

Compensation

The college shall maintain a system and periodically approve limits of pay range. The president shall recommend to the board an initial salary of each person being hired, and a rate of pay for each employee at least once each year.

A. Salary – Faculty

Individuals employed by the board in professional or instructional capacities, including all classroom instructors, athletic coaches, head athletic trainer ~~support personnel~~, and ~~librarians~~ employed under a full-time contract will be compensated in accord with the salary schedule provisions contained in the negotiated agreement between the board and the NCCC Professional Educators' Association.

1. Hours earned after the granting of the master's degree must be graduate credit, as distinguished from undergraduate, and must be in the field of teaching or in a closely allied field. Courses from closely allied fields must receive prior, written approval from the chief academic officer and the president.
2. Every instructor will be subject to extra-duty assignments. Instructors who choose not to take on such duties will have their salaries adjusted accordingly.
3. No instructor shall be required to teach in excess of 30 credit hours or its equivalent per academic year.
4. For purposes of determining compensation in accord with the salary schedule offered to an instructor entering into the first full-time employment contract with NCCC, the instructor may, at the discretion of the president, be given credit for all or part of teaching experience at other institutions based upon experience, training, and other relevant factors.

A vocational instructor whose academic preparation does not necessarily include a baccalaureate degree but who is qualified for the position through a license or a certificate shall be placed on the instructor level or above. Experience appropriate to the position shall be credited in the same manner as if it were teaching experience.

5. Except for professional employees who have head coaching duties as a part of the primary contract, all sponsorship, coaching, or special extra-duty assignments will be according to an amount mutually agreed upon between the professional employee and the administration. These assignments shall be identified by separate supplemental contract issued by the administration at the beginning of the academic year if possible; otherwise, as determined by the administration and payment for services performed to be made on the next pay period

following completion of the supplemental contract.

A. Salary – Clerical/Maintenance

1. Entry-Level Salary

All newly employed clerical and maintenance staff will be assigned a rate of pay based upon job description, education, and experience.

2. Overtime

All overtime must receive prior approval by the supervisor. The time card must be initialed by the supervisor to verify approval. Overtime worked will be taken in the form of compensatory time the week overtime was earned, or at one and one-half times thereafter but within the next four weeks. The chief financial officer may offer overtime pay in lieu of compensatory time.

Overtime generated by weekend and holiday assignments shall entitle the employee to overtime pay at the rate of one and one-half times the appropriate calculated rate of pay or compensatory time if requested by the employee and approved by the chief financial officer.

A. Adjunct/Overload Pay

Instructors are entitled to overload pay if they teach more than 30 credit hours or its equivalent per contract period. That is, if an instructor has completed 30 credit hours of instruction, he/she will receive overload pay for those credit hours taught over 30. If not, no entitlement exists. If an instructor is employed for one semester or resigns after one semester, overload pay will be granted for teaching credit hours exceeding 15. Calculations for overload pay will be made in September and February. Pay adjustments, if any, will be communicated to the instructor and commence with the next pay period.

~~B. Pay Day~~

~~Paychecks can be picked up on the last working day of the month. NCCC also offers direct deposit of payroll checks. Details on enrollment in direct deposit are available through the business office.~~

Executive Administrator Continuity Benefit

To encourage continuity of Executive Administrator positions, an additional annuity benefit shall accrue to eligible Executive Administrators as follows:

1. Eligibility: An Executive Administrator is eligible for the annuity benefit if such Executive Administrator:

- a. is currently employed full time as an Executive Administrator at NCCC;
- b. has received a 5th consecutive Executive Administrator employment contract.
- c. is a member of the Kansas Public Employees Retirement System.

2. Supplemental Retirement Annuity: As part of the compensation provided for in the fifth Executive Administrator contract, the Executive Administrator will

in addition receive an additional Supplemental Retirement Annuity in an amount equal to five percent (5%) of the Executive Administrator's salary for that year of employment. The Supplemental Retirement Annuity will continue for subsequent Executive Administrator employment contracts as follows:

Number of contracts*	5	6	7	8	9	10+
Annuity Benefit**	5%	6%	7%	8%	9%	10%

*Executive Administrator contracts for year 10 and subsequent years shall include a 10% Supplemental Retirement Annuity.

**Annuity Benefit percentage is an amount equal to the applicable percentage of the Executive Administrator's salary for that year of employment.

3. Miscellaneous

- a. Administrators who were employed in fiscal year 2007-2008 as Dean of Finance, Dean of Planning & Operations and Vice-President for Student Learning shall upon acceptance of Executive Administrator contracts for fiscal year 2008-2009, be deemed to have received a 5th consecutive Executive Administrator employment contract and will then be eligible to receive the supplemental retirement annuity according to the number of contracts he or she has already received according to the chart above.
- b. A first Executive Administrator contract not for a full 12 month fiscal year shall count towards eligibility for supplemental retirement annuity unless specifically provided otherwise in the employment contract.
- c. The method and timing for payment of the supplemental retirement annuity shall be determined by the President and Chief Executive Officer for the college or designee.

Retirement (revised 10/13/05)

In compliance with K. S. A. 44-1118 nothing shall be construed to mean that an employer shall be forced to hire incompetent or unqualified personnel or discharge qualified or competent personnel.

Upon retirement and thereafter, if an employee has met all of the following requirements:

1. The employee has retired from KPERS and has not accepted employment at another KPERS institution; and
2. The employee has completed ten (10) or more years of full time employment with Neosho County Community College; and
3. The employee has been enrolled in the college's health insurance program for at least two full consecutive years of employment immediately preceding retirement; and
4. The employee has not reached the age of Medicare eligibility,

Then the employee, an employee's spouse, or an employee's dependent(s) may continue to maintain at their expense single or family plan coverage in the college's insurance program in accordance with and subject to insurance company policy conditions, until the employee reaches the age of Medicare eligibility. Employee premiums must be direct deposited into the college's bank account on the first working day of each month of coverage. If required payment arrangements are not made and/or payment is not received in a timely fashion, coverage may be terminated.

This policy, as amended, shall be applicable to employees retiring after October 13, 2005.

Early Retirement Incentive

~~The early retirement incentive policy for professional employees is outlined in the negotiated agreement.~~

A Full-Time Employee of NCCC who may find it necessary or desirable to retire from employment with the college prior to normal retirement age may elect to retire under the terms and conditions hereinafter specified. Early retirement is voluntary and at the discretion of an eligible Full-Time Employee. Those Full-Time Employees electing to utilize this benefit will be paid on an annual basis.

I. Eligibility: A Full-Time Employee is eligible for early retirement if such Full-Time Employee:

- a. is currently a Full-Time Employee;
- b. is not less than fifty-six (56) years of age and not more than sixty-four (64) years of age on or before September 1 of the Full-Time Employee's current contract year, and;
- c. has completed fifteen (15) or more years of full-time employment services with the college.
- d. provides verification of retirement from the Kansas Public Employee Retirement System.

Eligibility in accordance with (a) - (d) above will be determined by the President of the college. A Full-Time Employee applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for early retirement and to determine benefits to be paid.

- a. must complete the academic year to receive the benefit.

2. Application. A Full-Time Employee may apply for early retirement by giving written notice to the President of the college. Such written notice by the Full-Time Employee shall be submitted on or before the first day of February preceding the anticipated retirement date, and the notice shall include the following information:

- a. A statement of the applicant's desire to take early retirement;
- b. The anticipated age of retirement;
- c. The applicant's birth date and age on the date of retirement;
- d. The current mailing address and telephone number of the applicant;
- e. The number of years the applicant has been employed full-time by NCCC;
- f. The applicant's current salary;
- g. Whether the applicant desires the payment in January or July of each

year; and,

h. Whether the applicant desires health insurance coverage through the college group health insurance program by deduction of annual premiums from the early retirement benefit or by the applicant paying his/her own monthly premiums to the college.

Following final action by the Board on any application for early retirement the President of the college shall notify the applicant in writing of the final disposition and the date and amount of early retirement benefits to be paid.

3. Basis of Retirement Benefit. The early retirement benefit shall be an annual payment determined by utilization of the percentage opposite the year of benefit on the following table. The percentage for the year shall be multiplied by the Full-Time Employee's last annual contract salary. The payment shall be paid annually in either January or July through the College contract year in which the Full-Time Employee reaches age sixty-four (64) or for a period of five (5) years, whichever occurs first. The initial date selected for first year payment (January/July) shall then become the anniversary date for subsequent payments. The age at the time of retirement shall determine the percentage of last annual salary for that year and each subsequent year.

Percent of Last

Year of Benefit Annual Salary

Age 56	8%
Age 57	10%
Age 58	13%
Age 59	17%
Age 60	21%
Age 61	17%
Age 62	13%
Age 63	10%
Age 64	8%

It is further provided that the President of the college shall compute on or before January 15 of each year an estimated early retirement benefit for each Full-Time Employee between ages fifty-six (56) and sixty-four (64), or comparable ages. This information shall be provided to the Full-Time Employee and become a part of the Full-Time Employee's permanent file.

4. Terms and Conditions. The option to maintain health insurance shall terminate at the end of the College contract year in which the Full-Time Employee reaches age sixty-four (64). The cash incentive benefit shall automatically terminate at the end of the fifth (5th) payment or at the end of the year in which the Full-Time Employee reaches age sixty-four (64). Failure of the retired Full-Time Employee to pay the required monthly health insurance premiums may terminate the retired Full-Time Employee's right of continued participation in the college health insurance plan.

All provisions of this incentive will terminate upon the death of the Full-Time Employee receiving benefits.

A Full-Time Employee who takes early retirement shall have the responsibility to keep the college informed of his/her current mailing address and telephone number.

If any provision of this early retirement plan is determined to be in violation of Federal or Kansas State laws or regulations, the plan shall then immediately be terminated by Board action and shall not be in further force or effect unless re-adopted by the Board.

Prohibition of Sexual Harassment

Title IX compliance includes the prohibition of sexual harassment and provisions for grievance procedures.

It shall be the administrative policy of NCCC that no person shall, on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity of NCCC as required by P. L. 92-318. This title covers three major areas: admissions, employment, and treatment of students.

As a part of its policy not to discriminate on the basis of sex, NCCC hereby specifically prohibits any act of sexual harassment and has adopted for its students and employees the following definition of sexual harassment:

Requests for sexual favors or unwelcome advances in the form of verbal or physical conduct of a sexual nature for which compliance is made an expressed or implied condition of an individual's initial or continued employment, requests which affect decisions regarding an individual's education, or requests which interfere with an individual's work or academic performance including peer sexual harassment which creates a hostile environment to the educational process.

The chief academic officer has been designated as the compliance officer responsible to coordinate the efforts of the college to comply with and carry out its responsibilities under this Act, including any investigation of any complaint communicated to NCCC alleging its noncompliance with this Act or alleging any actions which should be prohibited by this Act. The compliance officer may be contacted by mail at NCCC, 800 West 14th Street, Chanute, Kansas 66720 or by telephone at (316) 431-2820, extension 212.

All sexual harassment complaints must be submitted as follows:

A. Definitions

1. Grievance: Grievance is (1) a work-related complaint which is not related to termination of contracts or termination of employment, non-renewal of contracts, suspensions or demotions; (2) a student complaint not related to a grade appeal.
2. Aggrieved Person: The person or persons making the complaint.
3. Party of Interest: The person or persons making the complaint and/or any person against whom action might be taken in order to resolve the grievance.
4. Days: Except when otherwise indicated, days shall mean contract working days.

A. Purpose

The purpose of this procedure is to secure, at the lowest level, equitable solutions to the problems affecting persons which may arise from time to time.

B. Procedure

1. Level One

Within 20 days from the date of awareness of a problem, the aggrieved person shall

seek to resolve the matter informally with his/her supervisor, unless the supervisor is a party of interest, in which case the procedure shall begin with level two. Level one for students shall begin with the chief student affairs officer.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered within five (5) working days after discussion of the grievance he/she may file the grievance in writing within ten (10) days of level one response with the chief academic officer on the form available in the chief academic officer's office's office.
- b. Within five (5) contract days after receipt of the written grievance the chief academic officer or his/her designee will meet with the aggrieved person and his/her representative in an effort to resolve it. The chief academic officer shall submit his/her decision in writing to the aggrieved person within five (5) days after the meeting.

1. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, he/she may file the grievance within ten (10) days of the level two response with the president.
- b. Within five (5) days after receipt of the written grievance the president or his/her designee will meet with the aggrieved person and his/her representatives in an effort to resolve it. The president shall submit his/her decision in writing to the aggrieved person within five (5) days of the meeting.

1. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level three, he/she may file the grievance within ten (10) working days of the level three response with the board of trustees, by filing the grievance with the president.
- b. Upon receipt of the written grievance by the board, the grievance shall be scheduled at the next regular board meeting or the following regular board meeting if the next meeting is within ten (10) days of the receipt of the grievance by the board. The grievance will be heard in executive session unless otherwise requested by the grievant. The board shall submit its decision in writing to the aggrieved person within five (5) days of the meeting.

D. Rights of Representation

1. No reprisals will be taken by the board or administration against any participant in the grievance procedure by reason of such participation.
2. A person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the grievant.

D. Miscellaneous

1. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the days shall be those days during which the college is open for business.
3. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended at the last step, or the grievant may advise the administration that the grievance is dropped.
4. Decisions rendered at level two, three and four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties of interest.
5. When it is necessary for a representative to attend a grievance hearing during the school day, he/she will, upon notice to the chief academic officer, be released without loss of pay. Any persons whose appearance in such hearings as a witness is necessary will be accorded the same right.
6. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file or academic records of any of the participants.
7. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be prepared by the administration and made available in the chief academic officer office to facilitate operations of the grievance procedure.
8. Time line exception: If the grievant chooses to have representation at any level, the administration will contact the grievant, who may coordinate with his/her representative to determine mutually acceptable dates at each level.
9. Strict rules of evidence and requirements of substantive and procedural due process, except the notice provisions and time deadlines provided herein, will not apply.
10. In the absence of a written reply herein being given within the time specified, the grievance is considered to be denied and the grievant may submit the grievance to the next level.
11. All grievances filed shall:
 - a. Be signed by the aggrieved person;
 - b. Be specific;
 - c. Contain a synopsis of the facts giving rise to the grievance;
 - d. Cite the article, section, page number of that portion of any policy or procedure allegedly violated (if applicable);
 - e. Contain the date of any alleged violation;
 - f. Specify the relief requested; and
 - g. Be submitted using college supplied forms.

If the grievance as filed is not in conformance with these requirements, then the college reserves the right to reject the grievance. Such rejection shall not extend the time limitations herein set forth.

Nepotism

In the assignment of personnel, close relatives of a supervisor may not be assigned to his or her department. Close relative shall have no direct supervisory responsibility for each other.

Close relatives shall be defined as including the mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee.

This policy shall not prohibit any person employed by the college before March 1993, from continuing employment in the same position.

Children In The Workplace

Employees shall not bring minor children to the workplace during employee's workday and job responsibilities. If an emergency exists, employees should take leave from work as provided by board policy, rather than bring a minor child in employee's care to work. In general, visits by children are acceptable to the extent the visits or pattern of visits does not interfere with the employee's duties at the college. This policy does not apply to college-sponsored activities or events where children are encouraged to attend or participate.

Outside Employment During School Months

Contracted employees wishing to accept outside employment or to pursue self-employment of a regular nature during such time as they are actually engaged in college-related duties must submit for the president's approval a written request to do so. Annually the president will evaluate the status of approved employment to determine if a significant change has occurred and whether approval will be continued. In general, outside employment is acceptable to the extent that the employment does not interfere with the employee's duties at the college.

Resignation

All resignations shall be submitted in writing to one's immediate supervisor. If an employee fails to appear for work for three consecutive workdays without appropriate excuse, such action may be dealt with by the college in the same way as if a written resignation had been received. Resignations may be accepted by the president and shall be reported to the board of trustees at its next regular board meeting. Resignations of personnel subject to the so-called "continuing contract act" shall be given in accordance with the time requirements therein specified; support personnel shall give two weeks written notice of resignation.

Office Hours (revised 11/13/06)

- A. Instructors are required to post and hold ten office hours per week.
- B. Administrators, clerical and maintenance employees are expected to work eight-hour days, however, exceptions may be made with approval of the immediate supervisor. Schedules will be determined by the job assignment and the immediate supervisor.

Administrators Contracts: Non-renewal Procedure (revised 9/11/03)

~~"Administrator" means any employee of the board whose position the board determines to be administrative or supervisory in nature with responsibilities and remuneration comparable to such duties (see p. 18 "Administrative Employee"). The term administrator shall not mean or include the president of the college.~~

~~Administrators who have completed less than two consecutive years of employment as an administrator of the college may be terminated, demoted, suspended, non-renewed, or not extended without any reason or reasons being given for such action. The notice to such persons shall only be required to specify the date of termination.~~

~~An administrator who has at any time completed two consecutive years of employment as an administrator of the college may be terminated or not renewed. Whenever such administrator is given written notice of the board's intention not to renew or terminate the administrator's contract, the administrator may request a meeting with the board by filing a written request with the clerk of the board within ten (10) days from the date of receipt of the written statement of non-renewal or termination of a contract. The board shall hold such meeting within ten (10) days after filing of the administrator's request. The meeting provided for here shall be in executive session and, at such~~

~~meeting, the board shall specify the reason or reasons for the board's intention to not renew or terminate the administrator's contract.~~

~~The administrator shall be afforded an opportunity to respond to the board. Neither party shall have the right to have counsel present. Within ten (10) days after the meeting, the board shall reconsider its reason or reasons for non-renewal or termination and shall make a final decision as to the matter.~~

~~Written notice of the board's intention to not renew the contract of employment of an administrator shall be given to the administrator on or before May 1 of the year in which the term of the administrator's contract expires. An administrator shall give written notice to the board on or before May 15 of the administrator's rejection of renewal of a contract of employment. Terms of a contract may be changed at any time by mutual consent of both an administrator and the board.~~

~~"Not renew the contract" or "non-renewal of the contract" means that an administrator remains on duty to complete the term of a current contract but is not offered a contract for the subsequent contract, calendar or fiscal year.~~

Affirmative Action/Equal Employment Opportunity Policy (AA/EEO)

It is the policy to NCCC to seek and employ the best qualified personnel for all positions, to provide equal opportunities for the advancement of all personnel, including upgrading, promotion and training, and to administer their activities in a manner which will not discriminate against any person because of race, color, national origin, gender, age, religion, disabilities, marital status, or status as a veteran.

The college will:

1. Insure that applicants are recruited, employed, and treated during employment without regard to race, color, national origin, gender, age, religion, disabilities, marital status, or status as a veteran.
 - a. Indicate in all advertising for employment that the college is "AA/EEO." No preference will be shown for men or women in the advertisements.
 - b. Maintain current information on college work force composition by minority groups and gender.
 - c. Work with those agencies representing women and people of color in recruitment efforts.
1. Assure adequate opportunity for employment of minority employees throughout the campus.
 - a. Develop programs of training for all personnel.
 - b. Promote personnel in accordance with ability and job performance.
 - c. Maintain equality in compensation, fringe benefits or working conditions within each job classification.
 - d. Utilize the AA/EEO policy regarding demotion, termination, and retrenchment.
 - e. Review job requirements to insure that they do not have the effect of inadvertent discrimination.
1. Inform all faculty and staff regarding the AA/EEO policy on a regular basis.
2. Provide a prompt, fair, and impartial consideration and disposition of complaints involving issues of discrimination without fear of reprisal or sanctions.
3. Revise and update the AA/EEO policy as necessary to conform to federal and Kansas regulations, to assure compliance and to give full consideration and opportunities to minority

groups and women.

4. Work with the Kansas Civil Rights Commission and other agencies in implementing this policy.
5. Provide for the appointment by the president of an AA/EEO committee. The chief student affairs officer shall serve as AA/EEO officer. The AA/EEO committee shall be responsible for implementation of the AA/EEO policy of the college.
6. Receive and file applications of those seeking employment. Send a letter to applicants notifying them of receipt of application and status of open position.
 - a. Notify college personnel of vacancies and post position announcements.
 - b. List vacancies through appropriate media and placement offices based upon the type of opening. Such listing shall not be required under the following circumstances:
 1. When the president determines that advertising a position will be detrimental to the college due to an immediate need, and a qualified person is available to fill the position, the president may appoint such person to the position.
 2. When the president determines that non-faculty position may be filled by promotion of a qualified employee of the college.

The president may then appoint such person to the position subject to board approval without advertising the opening.

- a. Include the following in position announcements:
 1. Responsibilities
 2. Salary range
 3. The statement: "NCCC is an AA/EEO employer"
 4. Qualifications
 5. References required
 6. Transcripts required, if appropriate
- a. Fill a position when a qualified person, able to meet job responsibilities and willing to accept the salary offered, is located.

Drug Free Workplace

The unlawful possession, use, or distribution of illicit drugs and alcohol by students or employees on the property of NCCC or as part of any of the activities of the college is strictly prohibited.

Students who violate this policy will be reported to the appropriate law enforcement officials and are subject to the following: probation, suspension, or expulsion depending upon the severity of the offense.

Students subject to these penalties will be afforded due process. In addition to the above sanctions, a student may be required to meet with a campus counselor. A student may be required to complete a drug or alcohol abuse education or treatment program as a condition of continued enrollment. The cost of completing such a program will be the responsibility of the student.

As a condition of employment, employees will notify the institution of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Employees of the college who violate this policy will be reported to the appropriate law

enforcement officials and are subject to the following:

1. Short-term suspension with pay;
2. Short-term suspension without pay;
3. Long-term suspension without pay;
4. Required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program; or,
5. Termination or dismissal from employment.

Prior to applying sanctions under this policy, employees will be afforded all due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the college to take any other disciplinary action which is provided for in college policies or the negotiated agreement. If an employee should enter a drug education or rehabilitation program, the cost of such program will be the responsibility of the employee.

In order to ensure that students and employees of the college are aware of the standard of conduct established by this policy, the sanctions for violation of that standard, the health risks associated with drug and alcohol use and abuse, the legal sanctions for unlawful possession and distribution of illicit drugs and alcohol, and the drug or alcohol counseling, treatment, rehabilitation or re-entry programs that are available in the area for employees and students, the following documents will be distributed to all employees, including part-time and adjunct faculty, and all students.

1. A copy of this policy;
2. A document which describes the applicable legal sanctions under local, state and federal law for the unlawful possession or distribution of illicit drugs and alcohol;
3. A document which describes the health risks associated with the use of illicit drugs and the abuse of alcohol; and,
4. A document which lists the drug or alcohol counseling, treatment, rehabilitation or re-entry programs that are available to employees or students.

This program will be reviewed biennially by an appropriately appointed committee. The purpose of the review will be to determine the effectiveness of the program, to recommend the implementation of changes in the program, and to ensure that the sanctions are consistently enforced. The review committee will make its findings and recommendations in a written report which will be presented to the board of trustees for its consideration.

Job Assignments

NCCC shall have the right to make and change job assignments, to establish and modify job levels, and to establish amended work rules and work loads. All full-time employees of the college will work a regular forty-hour week, except as otherwise provided in these policies and in the negotiated agreement between the board of trustees and the NCCC Professional Educators' Association. Full-time salaried employees are expected to complete the duties and obligations of their position and may be required to exceed forty hours per week.

Employee Checkouts

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

Employment Termination

When an employee resigns, is terminated, or is suspended, the following steps shall be taken:

- a. Collection of all keys, signature stamps, and other indicators of authority.
- b. Changing of all relevant locks or codes, passwords, and access codes.
- c. Settling of all accounts (e.g., expense accounts, outstanding loans, hardware, software).
- d. Completion of exit interview.

Americans with Disabilities Act

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion; in the admission, access to, treatment, or employment in the college's programs and activities is prohibited. The ~~chief financial officer~~ chief student affairs officer, NCCC, 800 West 14th Street, Chanute, Kansas 66720, 431-2820, ext. ~~222~~-213 has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and The Americans With Disabilities Act of 1990. Information concerning the provisions of these acts, and the rights provided thereunder, are available from the compliance coordinator.

Procedure for Resolution of Discrimination Complaints

Complaints by an employee (not covered by the agreement between the board and NCCC Professional Educators' Association) should be addressed to the employee's supervisor, or the ~~chief financial officer~~ director of human resources. Complaints by a student should be addressed to the chief student affairs officer. ~~or the chief financial officer~~. Complaints by any person supervised by the ~~chief financial officer~~ director of human resources or by any other person alleging discrimination ~~by the chief financial officer~~ should be addressed to the president. Complaints about discrimination will be resolved through the following complaint procedure.

1. A complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.
2. An investigation shall follow the filing of the complaint. The investigation shall be conducted by the chief financial officer. The investigation shall be informal but thorough. All interested persons, including the complainant and the person against whom the complaint is lodged, will be afforded an opportunity to submit evidence, written or oral, relevant to the complaint to the investigator.
3. Written determination for resolution of the complaint shall be issued by the compliance coordinator, and a copy forwarded to the complainant no later than fifteen (15) working days after the filing of the complaint. Records relating to complaints filed and their resolution shall be maintained in a confidential manner by the chief financial officer.
4. The complainant may appeal the resolution of the complaint to the president, or to the board of trustees, if the complaint was against the president. The request to appeal the determination shall be made within five (5) days after the date of the written resolution of the complaint by the chief financial officer. The president or board of trustees, whichever is applicable, shall review the evidence gathered by the chief financial officer and the chief academic officer's report, and shall afford the complainant and the person against whom the complaint is filed an opportunity to submit further evidence, and will issue a written determination within fifteen (15) working days of the receipts of the appeal for resolution of the complaint.

Use of the complaint procedure is not a prerequisite to the pursuit of any other remedy.

Reporting of Unresolved Complaints to Board of Trustees

The president shall report any resolved complaint about policies, curriculum, facilities and services, and/or personnel to the board.

Bloodborne Pathogens

The board has adopted an exposure control plan which conforms with current Occupational Safety and Health Administration (OSHA) standards and regulations of the Kansas Department of Human Resources (KDHR). The plan shall be accessible to all employees and student nurse trainees and shall be reviewed and updated at least annually. All staff shall receive the training and equipment necessary to implement the plan. Copies of the plan are available at the Chanute and Ottawa campuses for review by any employee or nursing student at any time. On the Chanute campus copies can be found at the offices of the director of nursing, athletic trainer, athletic director, and division chairs. On the Ottawa campus copies can be found at the offices of the director of nursing and the dean of Ottawa campus. Copies are also available in the personnel handbook.

**Language contained in the negotiated agreement between the board of trustees of NCCC and the NCCC Professional Educators' Association for professional employees, including instructors, athletic coaches, athletic support personnel, and librarians employed under full-time contract, takes precedent over any inconsistencies found in these provisions.*

Agenda Item X : Adjournment

Upon a motion and a second the meeting adjourned at 6:40 p.m.