

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

DATE: September 11, 2008
TIME: 5:30 P.M.
PLACE: Student Union, room 209

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

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
Sarah Robb, Faculty Senate President
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

Mr. Peter made a correction to the consent agenda item C-#3. The hourly salary should read \$10.00 per hour. Upon a motion and a second, the consent agenda was approved as amended.

V. Consent Agenda

The following items were approved by consent.

- A. Minutes from August 14, 2008
- B. Claims for disbursement for August 2008
- C. Personnel
- D. New Courses
- E. Master Course List

Consent Agenda Item V-C: Personnel

1. Administrative Assistant Dean of Finance/Bookstore Manager

It was the President's recommendation that the Board approve Janice Wolfe as the Administrative Assistant for the Dean of Finance and Bookstore Manager. Ms. Wolfe attended Washburn University from summer 1994 through fall 1995. She graduated from Ft. Scott School of Cosmetology as a

Manicurist in the spring of 2000 and earned an EMT certificate from Allen County College in the mid 80's.

Ms. Wolfe is currently employed as a part-time clerk in the Bookstore on the Chanute campus. She owned and operated her own business for over six years and worked as a bank teller/vault teller in Wichita.

Ms. Wolfe will be paid \$9.70 per hour (level III) starting September 12, 2008.

2. Construction Technology Instructor

It was the President's recommendation that the Board approve the employment of Craig Knight as the construction technology instructor. Mr. Knight brings 14+ years experience building new homes, including all aspects of the building process. He has completed numerous projects in southeast Kansas. He is a graduate of Yates Center High School and attended Allen County Community College and Flint Hills Vocational College.

Mr. Knight will be paid at the MS12 level (\$38,274) starting September 12, 2008.

3. Administrative Assistant-Student Support Services Grant

Marcie Burke, administrative assistant to the Student Support Services grant, was inadvertently overlooked when the hourly personnel wage increase was implemented.

Ms. Burke started working for NCCC on June 30th as a Level III hourly employee at the rate of \$9.30/hour. The minimum wage increase was not given to Ms. Burke. To rectify the situation, it is recommended the Board approve increasing Ms. Burke's hourly rate to \$10.00 per hour.

Consent Agenda Item V-D: New Courses

What follows are syllabi for components of the medical transcription program. The course ALMT 238 focus on transcribing challenging Physician dictated reports by medical specialty. The second course, ALMT 239, is an "externship" where the student works in a medical office in supervised hands on environment gaining real world experience. The courses have been approved by the department, the Curriculum Committee and the Chief Academic Officer.

COURSE SYLLABUS

COURSE IDENTIFICATION

Course Prefix/Number: ALMT 238

Course Title: Medical Transcription V (Advanced)

Division: Outreach and Workforce Development

Program: Medical Transcription

Credit Hours: Five (5)

Initiation/Revision Date: Fall 2008

Assessment Goal per Outcome(s): 89%

CLASSIFICATION OF INSTRUCTION

Vocational

COURSE DESCRIPTION

Advanced Medical Transcription will include more challenging physician-dictated reports organized by medical specialty. Advanced Medical Transcription will also include the efficient use of reference materials and other resources, editing and proofreading techniques, as well as grammar and punctuation.

PREREQUISITES

1. A mastery of English and spelling as evidenced by completion of English Composition I and/or a passing score on the Compass test.
2. A minimum typing speed of 50 words per minutes as evidenced by the Mavis Beacon or equivalent.
3. Passing grade of B or higher in Surgical Medical Transcription.
4. Or instructor permission based on student's work experience.

TEXTS

No additional texts will be required for this course. Students will use previously acquired texts for reference.

TRANSCRIPTION MATERIALS

Three-ring notebook.

Several disks for saving transcription files.

Optional – Needed if desire to type at home.

- o The SUM Program Advanced Medical Transcription Unit (available on CD-ROM or standard-size cassette tapes).
- o WAV pedal or cassette player with pedal

OTHER POSSIBLE INSTRUCTIONAL MEDIA

Overhead projector, transparencies, various class handouts, computer simulation.

COURSE OUTCOMES/COMPETENCIES: (as Required)

1. Select the correct format for a dictated medical report.
2. Demonstrate the proper use of reference materials.
3. Transcribe consultations, history and physical reports, discharge summaries, laboratory reports, operative reports, diagnostic procedures, radiology, and pathology reports.

4. Edit the transcript to correct obvious grammatical and punctuation errors.
5. Identify obvious medical inconsistencies.
6. Produce a final, neat, error-free transcript.
7. Increase transcription speed and productivity throughout the course.

COURSE OUTLINE

WEEK I Introduction of course and overview of contents.

Autopsy protocols and report format.

Transcription guidelines for pathology reports.

Pathology transcription practice.

WEEK II Pathology transcription practice.

WEEK III Pathology transcription practice.

WEEK IV Radiology dictation and report formats.

Transcription guidelines for radiology reports.

Radiology transcription practice.

WEEK V Radiology transcription practice.

WEEK VI Report format review.

Medical and surgical transcription guidelines review.

Advanced gastrointestinal transcription practice.

WEEK VII Advanced gastrointestinal transcription practice.

WEEK VIII Advanced gastrointestinal transcription practice.

WEEK IX Advanced cardiology transcription practice.

WEEK X Advanced cardiology transcription practice.

WEEK XI Advanced cardiology transcription practice.

WEEK XII Advanced orthopedic transcription practice.

WEEK XIII Advanced orthopedic transcription practice.

WEEK XIV Advanced orthopedic transcription practice.

WEEK XV Re-transcribe the most troublesome advanced reports.

INSTRUCTIONAL METHODS

1. Lecture
2. Audio-Visual aids
3. Example and demonstration
4. Physician dictation
5. Revision of dictation
6. Conference
7. Tests
8. Unannounced requirements, including unannounced tests, possible
9. Paper/pencil assignments

STUDENT REQUIREMENTS AND METHOD OF EVALUATION

Evaluation of student performance is determined primarily from results of vocabulary notebook, examinations, basic skills tests, terminology tests, homework, and transcription lab work. Class attendance and participation is a must.

Written assignments 15%

Vocabulary Notebook 15%

Terminology/Skills tests 20%

Dictation practice 15%

Dictation tests 35%

GRADING SCALE

Because of the necessity of error-free documents and the demand of employers requiring 96% accuracy or higher, the following grading scale is used:

95-100% A

89-94% B

83-88% C

76-82% D

75% or below F

ASSESSMENT OF STUDENT GAIN

Student gain will be assessed based on performance on written assignments, tests, and the progress of dictation skills.

ATTENDANCE POLICY

Absences that occur due to students participating in official college activities are excused except in those cases where outside bodies, such as the State Board of Nursing, have requirements for minimum class minutes for each student. Students who are excused will be given reasonable opportunity to make up any missed work or receive substitute assignments from the instructor and should not be penalized for the absence. Proper procedure should be followed in notifying faculty in advance of the student's planned participation in the event. Ultimately it is the student's responsibility to notify the instructor in advance of the planned absence.

Unless students are participating in a school activity or are excused by the instructor, they are expected to attend class. If a student's absences exceed one-hundred (100) minutes per credit hour for the course or, in the case of on-line or other non-traditional courses, the student is inactive for one-eighth of the total course duration, the instructor has the right, but is not required, to withdraw a student from the course. Once the student has been dropped for excessive absences, the registrar's office will send a letter to the student, stating that he or she has been dropped. A student may petition the chief academic officer for reinstatement by submitting a letter stating valid reasons for the absences within one week of the registrar's notification. If the student is reinstated into the class, the instructor and the registrar will be notified.

ACADEMIC INTEGRITY

NCCC expects every student to demonstrate ethical behavior with regard to academic pursuits. Academic integrity in coursework is a specific requirement. Consequences of violation of the Academic Integrity policy can range from redoing the assignment for partial credit to course dismissal at the discretion of the instructor. Definitions and examples of Academic Integrity, as well as the appeals process, can be found in the College Catalog, Student Handbook, and/or Code of Student Conduct and Discipline.

CELL PHONE POLICY

Student cell phones and pagers must be turned off during class times. Faculty may approve an exception for special circumstances.

NOTE:

Information and statements in this document are subject to change at the discretion of NCCC. Changes will be published and made available to the students.

NOTE: If you are a student with a disability who may need accommodation(s) under the Americans with Disabilities Act (ADA), please notify the *Director of Advising and Counseling, Chanute Campus, Student Union, 620-431-2820 ext 280* or the *Dean, Ottawa Campus, 785-242-2607 ext 312*, as soon as possible. You will need to bring your documentation for review in order to determine reasonable accommodations, and then we can assist you in arranging any necessary accommodations.

Course Syllabus

COURSE IDENTIFICATION

Course Prefix/Number: ALMT 239

Course Title: Medical Transcription Affiliation

Division: Outreach and Workforce Development

Program: Medical Transcription

Credit Hours: 2.0

Initiation/Revised Date: Fall 2008

Assessment Goal per Outcome(s): 89%

CLASSIFICATION OF INSTRUCTION

Vocational

COURSE DESCRIPTION

This course requires the student, in the controlled environment of an approved externship site, to experience the hands-on application of transcription skills required as part of the competency and outcomes established by the American Association of Medical Transcription. This course requires the student to complete a minimum of 100 clock hours of supervised practical experience in a program approved site. The course may include one or more required externship conference presentation sessions with program staff on the college campus to assure meeting of program outcomes/competencies requirements.

PREREQUISITES AND/OR COREQUISITES

Prerequisite: Successful completion of ALMT 236 or permission of instructor.

TEXTS

N/A

COURSE OUTCOMES/COMPETENCIES (as Required)

In the externship site the student will apply cognitive, affective, and psychomotor skills to:

1. Select the correct format for a dictated medical report.
2. Demonstrate the use of reference materials.
 3. Transcribe consultations, history and physical reports, discharge summaries, laboratory reports, operative reports, diagnostic procedures, radiology, and pathology reports, as required by the externship site.
4. Edit the transcript to correct obvious grammatical and punctuation errors.
5. Identify obvious medical inconsistencies.
6. Produce a final, neat, error-free transcript.
7. Increase transcription speed and productivity throughout the course.

COURSE OUTLINE

This is on-the-job training with each individual's experience being unique but related to the course outcomes/competencies.

INSTRUCTIONAL METHODS

Instruction will be provided by externship site staff under the direct supervision of an assigned preceptor. Experiences will cover the topics presented in the medical transcription certificate program curriculum and outcomes/competencies successfully demonstrated in the skills laboratory. Students will be required to utilize problem based and serendipity learning opportunities in meeting course outcome and competency requirements.

The course will include one or more required externship conference session(s) with the program instructor/coordinator or designated program staff. Students may be required to travel to the college campus during the course for group conference presentations.

STUDENT REQUIREMENTS AND METHOD OF EVALUATION

Students will be required to keep a journal to log their observations, skill competency and comments. A journal entry is required for each day of the externship that addresses cognitive, affective, and psychomotor skills that are developed and applied. Students will be evaluated jointly by their assigned externship preceptor and program staff. Preceptor evaluations are used for feedback, follow-up, and to confirm accuracy of the student's written journal log. The student's grade may range from an A to an F depending on the student's externship success and level of cooperation in completing coursework requirements.

The course is designed to operate with a minimum of 50-clock hours for each 1 credit hour for a total of 100 documented hours in the externship site. A grade of "C" or above is required to successfully complete the medical assistant program. The student's grade will be determined as follows:

Journal log records (skill competency documentation) 40%

Documented completion of a minimum of 100 hours (without absence or tardy) 10%

Satisfactory site performance (observance of site, program, and college policies) 30%

Satisfactory conference presentations 20%

GRADING SCALE

90-100% = A

80-89% = B

70-79% = C

60-69% = D

59% or less = F

ATTENDANCE POLICY

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those cases where outside bodies, such as the State Board of Nursing, have requirements for minimum class minutes for each student. Students who are excused will be given reasonable opportunity to make up any missed work or receive substitute assignments from the instructor and should not be penalized for the absence. Proper procedure should be followed in notifying faculty in advance of the student's planned participation in the event. Ultimately it is the student's responsibility to notify the instructor in advance of the planned absence.

Unless students are participating in a school activity or are excused by the instructor, they are expected to attend class. If a student's absences exceed one-hundred (100) minutes per credit hour for the course or, in the case of on-line or other non-traditional courses, the student is inactive for one-eighth of the total course duration, the instructor has the right, but is not required, to withdraw a student from the course. Once the student has been dropped for excessive absences, the registrar's office will send a letter to the student, stating that he or she has been dropped. A student may petition the chief academic officer for reinstatement by submitting a letter stating valid reasons for the absences within one week of the registrar's notification. If the student is reinstated into the class, the instructor and the registrar will be notified.

ACADEMIC INTEGRITY

NCCC expects every student to demonstrate ethical behavior with regard to academic pursuits. Academic integrity in coursework is a specific requirement. Definitions, examples, and possible consequences for violations of Academic Integrity, as well as the appeals process, can be found in the College Catalog, Student Handbook, and/or Code of Student Conduct and Discipline.

CELL PHONE POLICY

Student cell phones and pagers must be turned off or placed on vibrate during externship. Faculty/Preceptor may approve an exception for special circumstances.

ASSESSMENT OF STUDENT GAIN

Assessment of student gain will be measured by comparing the student's knowledge of the subject when the class begins and then by using the same measurement at the close of the class. This measurement will be done via pre and post tests over the stated course competencies, through skills competency assessment tracking sheets, and competency evaluation exams.

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NOTE:

If you are a student with a disability who may need accommodation(s) under the Americans with Disabilities Act (ADA), please notify the *Director of Advising and Counseling, Chanute Campus, Student Union, 620-431-2820 ext 280* or the *Dean, Ottawa Campus, 785-242-2607 ext 312*, as soon as possible. You will need to bring your documentation for review in order to determine reasonable accommodations, and then we can assist you in arranging any necessary accommodations.

Consent Agenda Item V-E: Master Course List

Before each semester begins, the Kansas Board of Regents asks coordinated institutions to submit a list of courses that the college is capable of teaching in that semester, but is not compelled to offer.

This list of courses is referred to as the master course list. Each change to the list must be approved by the academic department where it originated, the curriculum committee, the Chief Academic Officer, the President of the College and finally, the College Board of Trustees, as per NCCC policy.

Master Course List Changes for Fall 2008

New Courses

ALMT 238 Specialty Transcription, 5 credit hours

ALMT 239 Medical Transcription Affiliation, 2 credit hours

Upon a motion and a second, the consent agenda was approved as amended. Motion passed unanimously.

Faculty Senate Report: Sarah Robb, Faculty Senate President, reported that faculty members have been very busy getting the semester started and have stimulated good discussions about improving student success. To provide feedback to students and advisors, all faculty members are utilizing the Inside NC grade book, updating grades at least weekly. This should be a helpful tool in monitoring students work.

Several faculty members will represent NCCC at the Core Outcomes meetings on Friday. The meetings allow faculty members from across the state to look at and discuss the outcomes for courses in try and establish continuity among schools. Each year certain courses are identified for discussion, then representatives from colleges across the state attend. This year Sarah Owen, Robert Poulos, Nathan Stanley and Sarah Robb will attend the meetings.

Ms. Robb also thanked the Board for budget monies which have been made available this year. The biology department received computers for the biology classroom with supportive interactive software, more models for general biology, new computers for the chemistry lab and new equipment for physic.

Clubs on campus have also been getting organized. The Phi Theta Kappa society have elected their executive board and are planning many activities for the year. Some of those activities include the Leadership Conference in Hutchinson, new member drive, fall induction ceremony, honors conference in Rock Springs, and community activities including Artist Alley, Veterans Day and Parade of Lights Christmas toy drives. Brad Wilkinson and the art club will attend the Renaissance Festival in September and NCCC student art will be displayed at Artist's Alley on September 27. The NCCC Science Fair is scheduled for Saturday, March 7, and the State Science Fair will be April 3-4.

Rural Kansas Long Term Care (R3) Grant: Brenda Krumm, Dean of Outreach and Workforce Development, introduced Amber Vail, who is the Health Occupations Coordinator for the Chanute area of the Rural Kansas Long Term Care grant. Ms. Vail explained that one of the main goals of the project was to bring health care training to rural areas. The 30-foot mobile training laboratory will be traveling over eastern Kansas to provide various skill training to students. The lab can accommodate 12 students and is equipped with equipment to show training videos to teaching students how to transfer patients to and from bed, taking blood pressure, pulse, and temperature and infection control through proper hand washing. She invited board members to tour the mobile following the meeting.

Dean of Planning and Operations: Ben Smith, Dean of Planning and Operations distributed a written report and summarized various items for the Board. He complemented his staff for all their hard work. His report is below.

- **Technology/Office Services/Institutional Research**

- Completed TE to EX software conversion and go-live
 - Opinions may vary, but overall, the process actually went well
 - Staff should be commended for their hard work and extra effort-particularly the EX steering committee (Kerry Ranabargar, Sandi Solander, Sarah Smith, Melissa Kiefer, Julie Loring, Kerrie Coomes and Brenda Rowe), Sandi Solander's staff, Eric Tincher's staff, along with LuAnn Hauser.
 - Still have some outstanding issues from conversion which are being addressed
- Staff working feverishly to install 51 new faculty PC's (have about 33 done as of today)
- Installed 6 PC's in new CAVE testing lab
- Worked on literally hundreds of technology issues and problems with faculty and staff
- We have an outstanding Technology Services staff both in Chanute and Ottawa
- Made 180,000 copies, 200 EAP flipcharts, 200 contact cards, processed \$24,000 mail, \$1800 UPS/FedEx – Gloria Beeman does a tremendous job! Mary Barr should also be commended for her work on the switchboard and in the Welcome Center during an incredibly busy month
- All staff should be commended for their efforts on Move-in day!

- **Safety/Security**

- Remediated second mold/asbestos issue in NeoKan
 - Latest issue caused by old PTAC units draining improperly
 - Additional landscaping has been completed but more still needed
 - Weep holes were added per engineer/architect's suggestions
- Continue to implement Emergency Action Plan (EAP) with individual departments
 - Completed new EAP flipcharts
 - Completed and installed new emergency evacuation floor plans for residence halls
- Continued to implement Capital Improvement Plan ADA/accessibility issues – Chapman Library rear exit ramp
- Worked with hospital, Chanute Fire and Police Departments on mock tornado disaster 5/12/08
- Working with Neosho County and city of Chanute on Multi-jurisdictional hazard mitigation plan
- Completed NeoKan sprinkler project
- Will be installing additional security cameras – housing, parking lots, some on entrances
- Will be installing complete security system at Ottawa campus – will reuse some of our existing hard-wired cameras
- Additional automated external defibrillators (AED) will be ordered and installed

- **Facilities/Maintenance/Planning**

- Facilities master planning (FMP) process in progress
- Completed NeoKan sprinkler project
- Completed additional Cyber Café project items based upon student input
- Completed athletic training room renovation
- Completed NeoKan ADA restroom
- Planted five trees donated by Student Senate SW of cafeteria entrance
- Addressed additional campus drainage issues
- Completed NeoKan PTAC replacement
- Completed NeoKan carpet/tile replacement
- Completed Sanders NW side heating/cooling loop replacement and room facelifts
- Renovating Stoltz room 7 into regular classroom – reusing cabinetry
- Currently bidding out gym basketball backstop motor-winch replacement
- Addressing parking issues near Bideau Hall caused by full housing occupancy
- Working with the county attorney to address noise complaints near the residence halls
- Maintenance/housekeeping staff should also be commended for their hard work all

summer long- All staff should be commended for their efforts on Move-in day!

KACCT Meeting: Charlie Boaz, Kansas Association of Community College Trustees representative, reported that he and Dr. Smith had attended a meeting in Wichita and outlined items that were discussed.

Darrell Shumway gave a physical plant briefing and possible legislation that will provide matching grant programs to encourage facility construction, remodeling and modernization. Dave Kerr, Kansas Department of Commerce Secretary, told the group that his department is focusing on areas of business including agriculture, energy and manufacturing. Sheila Frahm talked about the 2% reduction in state funding for next year and a possible 5% reduction the following year and legislative initiatives and future planning. The KACCT also supported legislation to allow community colleges to own property outside their home county but within their service area.

He also reported that a consultant had been hired to conduct the search for a successor of the Executive Director of KACCT following Sheila Frahm's retirement at the end of the year.

President's Report: Dr. Vicky Smith, President, distributed enrollment information and said that enrollment is up by 2% over the same time last year and there are a total of 250 students living in the residence halls this fall.

The Technical Education Authority will meet October 1 and 2 in Coffeyville. NCCC, Allen County, Coffeyville, Fort Scott, Independence and Labette will be making presentations at the meeting. Dr. Smith will share with the TEA how NCCC is the hub for technical education in our service area, how through partnerships with industry, educational entities, and government.

President Smith reported that she and Bob Christiansen, Director of Development, had visited with several potential donors regarding Deferred Maintenance Tax Credit Capital Campaign. Nine different donors have pledged 74% (\$94,666) of the total dollars to date. She reported she and senior staff had made pledges to the campaign.

The first project funded from the campaign will be a new elevator for Chapman Library.

Dr. Smith reported that in the last month the College has received a \$15,000 grant from the American Association of Community Colleges' *MentorLinks* program to help develop state-of-the-art curriculum in the Construction Technology program and a \$50,000 grant from the US Department of Agriculture to help with start-up costs of the Welding and Construction programs. \$62,306.71 was received from the Workforce Investment Act program's WIA Set Aside Funds, also to be used for the Construction and Welding programs.

Dr. Smith distributed letters from community members complimenting the faculty and staff for the great job they are doing at the College, in particular, how wonderful the grounds are looking and move-in day activities.

Dr. Smith informed the board that the following administrative employees are teaching class during the regular 8-5 day. They are Dale Ernst, Krista Clay-Lieffring, Heather Garrett, Tonya Bell, Carol Shepard, Susan Weisenberger, Melissa Kiefer and Julie Loring. Supervisors have adjusted the employee's work schedules so that the employee's teaching time is in excess of their 40 hour work week.

Dr. Smith announced that the Annual Legislative Dinner will be November 18th on campus, starting at 6:00 p.m.

Agenda Item VII-A: Section IV-Employee Policies Revision

The following revisions were presented at the August Board meeting for a first reading. The President asked the Board to approve the recommendation at the September meeting. Following is the information presented as a 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 were 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. While we fully rely on our tremendous full-time faculty to set curriculum, and set the standards for instruction, we do allow for full-time non-faculty employees to teach. The current policy limits how much a full-time employee can teach for the college at a much more stringent level that we limit other adjunct instructors. Additionally it lays out 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 our 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 and change the extension from 222 to 213.

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.

Resolution 2008-74

RESOLVED, That the Board of Trustees of Neosho County Community College approves the revisions as presented to Section IV of the Board of Trustees policy handbook.

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

SECTION IV: EMPLOYEE POLICIES

Professional Employee (revised 09 08)

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.

Executive Administrator (added 09 08)

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 (added 09 08)

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 or 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 (added 09 08)

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 (added 09 08)

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 (added 09 08)

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 (added 09 08)

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) (revised 09 08)

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 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 nine credit hours per semester;
5. 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;
6. 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 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 (added 09 08)

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 (added 09 08)

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 with 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 (added 08 09)

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 (added 09 08)

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 (added 09 08)

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 year.

Miscellaneous (added 09 08)

Provision 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 requirement provided 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* (revised 09 08)

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 (revised 08 04) (revised 09 08)

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 (revised 09 08)

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 (days)

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

- o Existing permanent part-time employees with contractually accrued vacation are grandfathered on a continuing basis.
- o Schedule of vacation hours are effective July 1, 2008.
- o Years of service designated are inclusive and refer to a complete contract year.
- o Vacation hours are working hours.

1. 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.)

2. 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, and head athletic trainer, 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.

Executive Administrator Continuity Benefit (added 09 08)

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 (revised 09 08)

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. 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;
- h. Whether the applicant desires the payment in January or July of each year; and,
- i. 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 filled 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.

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 (revised 09 08)

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 (revised 09 08)

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 student affairs officer, NCCC, 800 West 14th Street, Chanute, Kansas 66720, 431-2820, ext. 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 (revised 09 08)

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 director of human resources. Complaints by a student should be addressed to the chief student affairs officer. Complaints by any person supervised by the human resources officer or by any other person alleging discrimination 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 VIII-A: Bids for Fleet Minivan

The College replaced two minivans in September, 2006. One is used at the Chanute campus and the other is used at the Ottawa campus. The minivans are used on an almost daily basis. As a continued effort to upgrade the aging vehicle fleet the senior staff is recommending the purchase of a new minivan to replace the 1999 Dodge Caravan which has 301,245 miles. The Caravan is currently restricted to local travel due to high mileage. Bids were solicited from Quality Motors, Independence; Shepherd Team Auto Plaza, Fort Scott, and Shields Motor Co. Inc., Chanute. Bids were not solicited from Ewen Motors, Erie, Merle Kelly Ford, Chanute, or Ranz Motors, Chanute because General Motors and Ford Motor Company no longer manufacture minivans.

The College has sufficient funds in the Equipment Reserve budgeted for vehicle replacement. The administration is recommending that the new minivan will be used at the Chanute campus.

The following bids were received:

Quality Motors:

2008 Dodge Grand Caravan SE \$ 22,031.19

Less: Trade in 1999 Dodge Caravan (500.00)

Total Price \$21,531.19

- *Estimated Time of Arrival 1 week, if available at time of bid award. The dealer indicated there are only a few vehicles available that would meet specifications and he might not be able to locate one in mid-September.*
- *Full size spare tire will not fit underneath vehicle or mounted inside vehicle and maintain Stow N Go capabilities.*
- *Lifetime power train warranty is not available.*

2009 Dodge Grand Caravan SE \$21,971.19

Less: Trade in 1999 Dodge Caravan (500.00)

Total Price \$21,471.19

- *Estimated (not guaranteed) time of arrival 6-8 weeks from date of order*
- *Full size spare tire will not fit underneath vehicle or mounted inside vehicle and maintain Stow N Go capabilities.*
- *Lifetime power train warranty is not available.*

Shields Motors:

2008 Dodge Grand Caravan SE \$22,317.00

Less: Trade in 1999 Dodge Caravan (500.00)

Total Price \$21,817.00

- *This van is in stock and available immediately*
- *The power train has a lifetime warranty which does not have a deductible.*

2009 Dodge Grand Caravan SE \$21,200.00

Less: Trade in 1999 Dodge Caravan SE (500.00)

Plus: Optional lifetime power train warranty 1,057.00

Total Price \$21,757.00

- *Estimated (not guaranteed) time of arrival 60-90 days from date of order.*
- *Lifetime power train warranty is not available.*

It was the President's recommendation that the Board accepts the bid of \$21,817 for a 2008 Dodge Grand Caravan SE from Shields Motors for the following reasons:

1. The minivan is in stock and available for immediate delivery.
2. The minivan has a lifetime power train warranty which does not have a deductible.
3. If the College would order a 2009 minivan it would cost \$850 per month to lease a minivan while the new van is being built.
4. The minivan can be serviced locally.

Resolution 2008-75

RESOLVED, That the Board of Trustees of Neosho County Community College accepts the bid of \$21, 817 for a 2008 Dodge Grand Caravan SE from Shields Motor Company in Chanute.

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

Agenda Item VIII-B: Contract for Facility Master Plan Services

At last month's board meeting, the board of trustees authorized the president and senior staff to negotiate a contract for facilities master planning services with Bartlett & West Architects. The contract would authorize a comprehensive facilities master plan, and will include a minimum of the following deliverables:

- 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.

The cost for the facilities master plan process and deliverables specified in the contract is \$75,000, excluding reimbursable expenses such as travel, lodging, postage, phone, printing and other such expenses. Reimbursable expenses will be billed at cost as they are incurred, and are not expected to exceed \$8,000. Funding for this project will come from the maintenance/facilities consultant budget line, and was included in the 2008-2009 budget process. The college attorney has reviewed the contract.

It was the President's recommendation that the board approve a contract with Bartlett & West for a Facilities Master Plan at a cost of \$75,000 plus reimbursable expenses.

Resolution 2008-76

RESOLVED, That the Board of Trustees of Neosho County Community College approves the contract with Bartlett & West to develop a Facility Master Plan at a cost of \$75,000 plus reimbursable expenses.

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

Agenda Item VIII-C: Accounts Payable/Payroll Clerk

The recent resignation of the accounts payable clerk at the College has given administration the opportunity to evaluate the position. The director of human resources currently has complete responsibility of all payroll functions. Administration recognizes the need to have more than one person involved with processing payrolls at the College. Accounts payable and payroll duties are somewhat similar and often completed by the same person in many organizations. Past work load requirements of the accounts payable clerk indicate sufficient time will be available to handle both accounts payable and payroll tasks.

The accounts payable clerk position was classified as a level II non-exempt, hourly position. The new position is being upgraded to a level III position due to increased education and experience requirements of the payroll duties. This position will require moderate responsibilities and complexity of tasks, confidentiality of information, moderate consequences of actions and decisions and moderate difficulty in job duties.

This position upgrade is expected to be budget neutral at an hourly wage of \$9.70 per hour. However it could cost an additional \$2,080 per year if the position is filled at \$10.70 per hour, depending on the qualifications of the successful candidate. Administration understands the importance of filling the position with a person who has the appropriate skill set.

The President recommended the establishment of the accounts payable/payroll clerk job position as described in the attached job description.

Resolution 2008-77

RESOLVED, That the Board of Trustees of Neosho County Community College approves establishing an accounts payable/payroll clerk position (hourly, level III).

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

Accounts Payable/Payroll Clerk
Reports to: Dean of Finance
Organizational Unit: Regular non-exempt, hourly. Level III
Benefits: Full-time fringe benefits
Date: August 2008

Primary Purpose of the Position:

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

1. Receives and reviews purchase requisitions, travel advances and/or other related documentation for completeness and compliance with financial policies, procedures, budget constraints and contractual requirements. Follows up with departments when necessary.
2. Prepares purchase orders and distributes copies to the applicable vendor and department.
3. Matches original invoices and requests for payment with internal purchase requisitions; performs calculations to determine appropriate payment schedules and amounts, and makes modifications as necessary.
4. Electronically enters accounts payable data into ledgers.
5. Draws, verifies, and posts payment checks to appropriate vendors and/or agencies.
6. Scans and files check stub, cancels and attaches supporting documents.
7. Follows up on account statements and resolves discrepancies regarding statement balances and payment of accounts, and serves as liaison between departments and vendors in the resolution of administrative problems and inquiries.
8. Monitors blanket purchase orders and periodically notifies departments of balances.
9. Prepares and distributes federal 1099 forms.
10. Updates payroll records, prepare and balance time entry reports and print payroll checks.
11. Assists the director of human resources in preparing and distributing payroll withholding taxes and withholding checks, prepares state and federal quarterly and annual reports, and prepares and distributes W-2 forms.
12. Assists the director of human resources in preparing workmen's compensation claims, preparing quarterly unemployment reports and correspondence.
13. Scans and files payroll and personnel records.
14. Performs other duties as directed by the Dean of Finance.

Required Knowledge, Skills and Qualifications:

1. Fluency, comfort, and familiarity with computers, and outstanding data entry skills.
2. Proficiency in Excel, 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. Ensure confidentiality of information.

Education and Experience:

1. Associate degree required.
2. 2-4 years of work experience required, preferably payroll processing experience.
3. 2-4 years of work experience required, preferably experience in accounts payable duties.

Working Conditions:

1. The noise level in the work environment is moderately noisy.
2. 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.
3. The employee is required to walk, sit, stand, talk and hear.
4. Specific vision capabilities required by this job include close vision and the ability to adjust focus.
5. Ability to lift and transport boxes weighing 50 pounds required. Ability to reach and work overhead is required.
6. Some overtime may be required, as well as some flexibility in occasional early or late hours.

Agenda Item VIII-D: Assistant Bookstore Manager/Developmental Coordinator Position-Ottawa

For the past few years the Ottawa campus has been getting by with a part-time employee running the bookstore and a part-time employee coordinating developmental education. These two part-time positions are, in fact, filled by the same person, Karen McAdoo. Ms. McAdoo's hours are approaching those of a full-time employee, which does not receive benefits. The administration wishes to establish this position as a full-time position to gain employment stability in both of these roles and to reward Ms. McAdoo's long-time commitment to the institution by providing her with benefits. Due to the unique nature of Ms. McAdoo's abilities and experience, Dr. Inbody indicated it may be unlikely that this would remain a single full-time position combining the two tasks if she departs the institution. If she does leave, senior staff will revisit the position and return it to two part-time positions, or if future enrollment growth warrants it, two full-time positions. This position is budgeted for in the 2008-2009 budget, but the overall impact of creating the position will be minimal due to expenditures for the two part-time positions in the previous year's budget. A job description is attached.

It was the President's recommendation that the Board approve a full-time Assistant Bookstore Manager/Developmental Coordinator position at Ottawa and appoints Karen McAdoo to that position at an annual salary of \$25,000.

Resolution 2008-78

RESOLVED, That the Board of Trustees of Neosho County Community Colleges approves a full-time position of Assistant Bookstore Manager/Developmental Coordinator and appoints Karen McAdoo to that position at an annual salary of \$25,000 starting September 12, 2008.

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

**ASSISTANT BOOKSTORE MANAGER/DEVELOPMENTAL COORDINATOR –
OTTAWA CAMPUS**

**Reports to: Dean Ottawa Campus
Coordinated by: Bookstore Manager and
Director of the Center for Academic and Vocational Excellence
Organizational Unit: Management Support, 12 month
Benefits: Full-time fringe benefits**

Salary Range: \$23,000-\$27,000

Revision Date: September 2008

Purpose of position: This position combines the day-to-day management of the Ottawa Campus bookstore with coordinating developmental education at Ottawa. As Assistant Bookstore Manager the position is responsible for the sale, loan and rental of textbooks and related materials as well as sale of college merchandise. As Developmental Coordinator, this position is responsible for day-to-day oversight and instruction of developmental coursework, preparing unprepared students for success in college level classes, collection of student data, and day-to-day tracking of developmental students at the Ottawa Campus.

Position Duties/Responsibilities As Assistant Bookstore Manager:

1. Manage the Ottawa Bookstore including staffing and supervision, along with performing a variety of shipping/receiving, pricing, coordinates stocking and other retail sales activities, maintains the accuracy of inventory in assigned categories; ordering supplies, coordinating book and clothing deliveries from the Central Bookstore in Chanute;
2. Balance receipts and make daily bank deposits;
3. Record daily sales report on computer in a timely fashion-prefer on a daily basis;
4. Record student charges in computer in a timely fashion;
5. Assist in maintaining the point of sale database;
6. Unpack and display books, garments and other merchandise;
7. Assist with return and re-stock books;
8. Verify inventory with the supervision of the bookstore manager;
9. Perform other duties assigned by the bookstore manager and Dean of Ottawa Campus.

Position Duties/Responsibilities As Developmental Coordinator:

1. Instruct no more than six credit hours per semester;
2. Assist with strengthening of developmental courses;
3. Coordinates placement testing for Ottawa and associated outreach areas;
4. Serves as academic advisor for developmental education students on the Ottawa campus;
5. Serve on committees as designated by the Director Center for Academic and Vocational Excellence and the Ottawa Campus Dean, with special attention to the curriculum committee to ensure smooth transition from developmental classes to College level coursework;
6. Coordinates the semester schedule for developmental education classes for the Ottawa Campus;
7. Coordinate tutors at Ottawa to ensure student success;
8. Post and keep regular office hours;
9. Perform other duties as assigned by the Director Center for Academic and Vocational Excellence and the Dean of Ottawa Campus.

Required Knowledge, Skills, and Abilities As Assistant Bookstore Manager:

1. A pleasant demeanor with the public.
2. Accounting skills
3. Ability to work well under pressure and to reliably meet deadlines in a fast-paced environment.
4. Exceptional attention to detail and accuracy, and excellent organizational and writing skills.

Required Knowledge, Skills, and Abilities As Developmental Coordinator:

1. Knowledge of working with and teaching unprepared students

2. Ability to work with, relate to, and teach diverse populations
3. Organizing and coordinating skills
4. Ability to communicate effectively, both orally and in writing
5. Good computer skills
6. Ability to gather data, compile information and prepare reports
7. Ability to plan and evaluate programs
8. Ability to approximately exercise independent initiative and judgment
9. Ability to use classroom technology
10. Willingness and ability to work as a member of a team

Education and Experience:

1. Bachelor's Degree Required;
2. Master's degree preferred with 18 graduate hours related to teaching field;
3. Previous college level teaching experience preferred;
4. Previous experience working with unprepared or special populations;
5. Skills in new teaching technologies and outcomes assessment preferred;
6. Retail merchandising experience preferred.

Working Conditions:

1. Work is typically performed in classroom or office environment.
2. Some travel, occasional overnight trips, and evening hours are required.
3. Able to lift 50 pounds.

Agenda Item IX: Adjournment

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