

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

**DATE:** June 18, 2009  
**TIME:** 5:30 p.m.  
**PLACE:** Student Union, Room 209  
**PRESENT:** Craig Bagshaw  
Kevin Berthot  
Charles Boaz  
Mariam Mih  
Clint Isaac  
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  
Sarah Robb, Faculty Senate President  
Patricia Griffith  
Melissa Smith, Chanute Tribune  
Kent Pringle, Board Attorney  
Terri Dale, Board Clerk

Mr. Berthot called the meeting to order at 5:30 p.m. in room 209 in the Student Union.

### **III. Public Comment**

Mr. Berthot presented outgoing Trustee Craig Bagshaw with a plaque and thanked him for serving on the Board of Trustees.

### **IV. Approval of the Agenda**

Upon a motion and a second the agenda was amended to add under new business Medical Assistant Program Partnership with Independence Community College and Nursing Instructor. Motion passed.

### **V. Consent Agenda**

The following items were approved by consent.

- A. Minutes from May 14, 2009
- B. Claims for disbursement for May 2009
- C. Personnel

#### **1. Resignation of Assistant Baseball Coach**

It was the President's recommendation that the Board accept the resignation of Craig Frydendall, assistant baseball coach. Mr. Frydendall's resignation is effective May 26, 2009.

#### **2. Resignation of Nursing Instructor**

It was the President's recommendation that the Board accept the resignation of Brenda Schoenecker, nursing instructor on the Chanute campus. Ms. Schoenecker's resignation will be effective June 1, 2009.

### 3. Assistant Baseball Coach

It was the President's recommendation that the Board approve the employment of Michael Saddler for the position of assistant baseball coach. Mr. Saddler graduated from Fort Hays State University with a Master's Degree in Sports Administration. He earned a Bachelor of Science degree from the University of Kansas and an Associate of Arts degree from Colby Community College.

Mr. Saddler's coaching experience includes Fort Hays State University, Baker University and Rochester Honker's Baseball Club in Rochester, MN.

Mr. Saddler will be paid \$1,050.00 per month (\$9,450.00 August 17, 2009-May 14, 2010), plus cafeteria meals.

**Upon a motion and a second the consent agenda was approved. Motion passed.**

**Faculty Senate Report:** Sarah Robb, Faculty Senate President, reported that much of the faculty were gone for the summer. Ms. Robb said she would continue to attend Board meetings over the summer and would be glad to answer any questions.

**Dean of Outreach and Workforce Development Report:** Brenda Krumm, told the Board that her department had assisted with the Vision Chanute Multi-generation Team in sponsoring the 3<sup>rd</sup> Annual "Take Me Out to the Ball Game" on campus at the April 25<sup>th</sup> baseball game. She reported that the College was very involved with the 7<sup>th</sup> Annual Safari Days and Chamber Expo also held on April 25<sup>th</sup>.

Other items of interest included:

Completed Excel training for a local business with 22 students participating and working to offer computer training for employees of a local bank.

ABE Program served 135 students at NCCC and Fort Scott Community College combined; an increase of 5% over last year. A total of 61 students received their G.E.D. diploma.

Developmental Education will be offering classes in math at Pittsburg State University beginning this fall.

The Medical Assistant Program is going through the State Curriculum Alignment process and we are partnering with Independence Community College to offer this program to their campus starting in August 2009 for one year. The outcome of the State alignment process will impact the future of the partnership.

The accreditation team from the Commission on Accreditation for Health Informatics & Information will be on campus June 24 and 25, 2009.

The Lifetime Learning fall class for Kansas People and Places will take a trip to Council Grove and summer theatre classes will attend five plays.

Concurrent Roundup Days were held on campus for Erie and St. Paul students and were very successful. The Chanute Roundup was cancelled due to flooding that occurred on May 8<sup>th</sup>, but students are enrolling on an individual basis.

The 12<sup>th</sup> Annual Kids College was the week of June 15 with 64 kids participating.

The Allied Health department participated in the second Department of Labor meeting this month in Washington DC where staff gave an update on the R3 Grant. One of NCCC's students has been selected to receive regional and national recognition as a "success story" as a result of the R3 project.

NCCC has received payment from USD 413 for the house which was built last year as part of the construction trades program. Plans have been identified and a budget set for the next house which will be presented to the USD 413 Board for approval.

The Welding program has been a huge success this year. NCCC had the State Welding Champion from the first year program and will be eligible to compete at the National Competition later in the month. Five students from Erie High School have enrolled in the welding program for next fall and arrangements have been made to have them bussed to classes.

NCCC was one of three colleges to receive approval and funding to start the Energy Auditor training. Funding comes through the State Energy Office at the Kansas Corporation Commission. Training will begin July 13.

Energy Management, Sustainable Energy Installation and Aviation Science programs were approved by the Technical Education Authority last week.

Student Support Services-STARs personnel are working to complete their grant.

Upward Bound is currently hosting a college simulation experience for 39 high school students from Chanute, Eric, Humboldt, St. Paul and Yates Center.

Gear UP students are participating in certified nurse aid training this summer.

**Treasurer's Report:** Sandi Solander, Dean of Finance, distributed financial reports and a list of check that had been released early to avoid penalty. The cash balance for this year continues to be slightly higher than last year.

**President's Report:** Dr. Vicky R. Smith, asked the Board to schedule a budget workshop on July 30<sup>th</sup> at 5:30 p.m. She also told the Board that she appointed Linda Jones to be the Division Chair for Applied Science and Tosca Harris to be the Division Chair for Liberal Arts. Both have agreed to accept the assignments which will begin August 2009 for two years.

Dr. Smith reported she had attended the Technical Education Authority's meeting on June 10<sup>th</sup>. She said two items discussed at the meeting will impact NCCC. First, the TEA must approve all new technical programs before they can be forwarded to the Kansas Board of Regents. The second discussed was a request from staff to approve a Cost Model that would be the basis for developing a new funding formula for Technical Education.

The Ottawa Community Partnership, Inc. board has met several times since the last Board of Trustee meeting. Dr. Smith said the OPCI is in the process of signing a contract with the YMCA of Greater Kansas City to run the fundraising campaign, work with the partners to design and build the facility, and to manage the facility once it is built. Dr. Smith said she was cautiously optimistic that the community center will move forward. She continues to communicate the Board's support for NCCC continuing with the project.

Dr. Smith told the Board that summer enrollment is up by 28.3% from last summer.

**Dr. Smith asked the Board to approve spending about \$18,000 for design work for the Eco Education building. The project would be funded from the capital outlay fund. She told the Board that she believes she can fundraise two million dollars for the project but that she would like to have firmer cost estimates before approaching potential donors for the project.**

**Following discussion the following motion by made by David Peter.**

#### **Resolution 2009-39**

**RESOLVED, that the Board of Trustees authorizes the President to spend up to \$18,000 from the Capital Outlay fund for architectural fees to design plans for an Eco Education building as described in the Facility Master Plan to allow for raising funds for it construction.**

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

Dr. Smith advised the Board that she would be using the \$70,000 raised under the state's deferred maintenance tax credit program to renovate the ADA ramps in the library. Bids will be accepted to renovate both the inside and outside ramps.

NCCC received a grant to provide training for energy auditors from the State Energy Office. The grant amount is \$50,000 and the first class will begin July 13<sup>th</sup>.

The Kansas Board of Regents will meet June 24<sup>th</sup> in Topeka. Dr. Smith distributed several of the agenda items including Performance Agreement Reports Approval, Performance Funding Revisions, Operating Grant Rescission Amounts, Allocation of FY 2010 State Aid; Distribution of FY 09 and FY 10 Stimulus Monies, Tiered Cost Model Concept for Funding Technical Education and a Policy Amendment RE Community College Services Areas.

Dr. Smith also reviewed budget scenarios with the Board and what new money would be needed and where money could be saved for the 2009-10 budget.

Mr. Berthot called for a short break at 6:55 p.m. The meeting resumed at 7:05 p.m.

#### **Agenda Item VIII-A: Accounts Receivable Write Off**

It was the President's recommendation that the Board approve the write off of \$64,595.37 of accounts receivables for activity from January 20, 2008 through December 20, 2008.

The business office will continue to keep a record of the written-off accounts, and a hold will be placed on the applicable student records. Therefore, the College can still collect the money, even though the account has been written off.

#### **Resolution 2009-31**

RESOLVED, that the Board of Trustees of Neosho County Community College authorizes the administration to write-off \$64,595.37 in old accounts receivables, and that the College continue to attempt to collect those amounts written off.

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

**Agenda Item VIII-B: Cancellation of Outstanding Checks**

It was the President's recommendation that the Board approve the cancellation of \$4,528.79 of old outstanding checks that the recipients have not cashed. K.S.A. 815 and K.S.A. 816 require outstanding checks that are two or more years old to be cancelled and restored to the fund originally charged.

After reviewing the outstanding checks it has been determined that \$4,528.79 should be cancelled and restored to the fund originally charged.

**Resolution 2009-32**

RESOLVED, that the Board of Trustees of Neosho County Community College authorized the administration to cancel \$4,528.79 in old outstanding checks.

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

**Agenda Item VIII-C: USD 413 Memorandum of Understanding**

The Memorandum of Understanding between Neosho County Community College and USD 413 outlined the partnership agreement for technical programs (construction and welding). The annual MOU included updated dates and other minor modifications agreed to by both parties after the initial year of the partnership.

It was the President's recommendation that the Board approve this Memorandum of Understanding with USD 413 for the upcoming academic year.

**Resolution 2009-33**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the Memorandum of Understanding with USD 413 for 2009-2010.

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

**CHANUTE USD 413/ NEOSHO COUNTY COMMUNITY COLLEGE**  
**Memorandum of Understanding**

**2009-2010 School Year**

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## **INTRODUCTION**

This document is a binding memorandum of understanding between Chanute USD 413 (Chanute Public Schools) and the Neosho County Community College. The intention of this memorandum is to develop the framework for establishing and maintaining a governance structure and delivery model for providing technical education programs to secondary students residing in Chanute. This agreement does not cover all issues pertinent to the formation/operation/dissolution, but it does describe an agreed-upon set of principles for its operation. The goal of this agreement is to maximize the efficiency and effectiveness of technical training. Reference to "students" for purposes of this Memorandum shall refer only to Chanute Public School students enrolled in CTE programs.

## **POINTS OF UNDERSTANDING**

1. Neosho County Community College will administer and retain day-to-day responsibility for technical education programs located at Chanute High School in the areas of Construction Trades and Welding Technology. Chanute Public Schools agrees to provide financial support of the programming in a cooperative effort with Neosho County Community College.
  - 1.1. Neosho County Community College will prepare and submit an annual budget based upon anticipated enrollment and annual per student fees for the CTE programming. The annual per student fee shall be for a concurrent enrollment student. This annual budget will be presented to Chanute Public Schools for approval no later than May 1, 2009.
  - 1.2. "Anticipated enrollment" will be the estimated enrollment based upon the Spring enrollment held at Chanute High School. Neosho County Community College will be provided the anticipated enrollment numbers no later than April 1, 2009.
  - 1.3. Actual student enrollments will be certified by October 30, 2009, for the Fall semester and by March 30, 2010 for the Spring semester.
  - 1.4. Chanute Public Schools' financial support of the CTE will be budgeted annually, at the discretion of the Chanute Public School's Board of Education, based upon the following:
    - 1.4.1. Estimated cost per student enrollment provided for above. Payment to Neosho County Community College shall be based upon the certified enrollment.
    - 1.4.2. Adjustment of fee for student(s) in the program not a concurrent enrollment student.
    - 1.4.3. Program Costs will be adjusted based upon Chanute Public Schools' certified enrollment in the program on October 30, 2009 for the Fall semester and March 30, 2010 for the Spring semester.
    - 1.4.4. Special costs to accommodate Chanute Public Schools students pursuant to ADA or IDEA shall be the responsibility of Chanute Public Schools.
2. The number of seats in each individual program will be as determined jointly by Chanute Public Schools and Neosho County Community College.
  - 2.1. The 2009-10 seats in each individual program will be allocated by Chanute Public Schools.
  - 2.2. Chanute Public Schools will be responsible for assigning students to its allotment of seats. Chanute Public Schools will notify Neosho County Community College as such assignments are made.
3. Neosho County Community College will be responsible for the development and revision of specific program curriculum based upon direction provided by Chanute Public Schools. Neosho County Community College will obtain input from the CTE General Advisory Committee, composed of Chanute Public School staff, and the individual program advisory committees. Following the development and revision of program curriculum with input as stated, this information will to be presented to Chanute Public Schools. Neosho County Community College will provide reports, data and information sufficient for Chanute Public Schools to fulfill and respond to KSDE requirements for reporting, auditing, and Program Review documentation to maintain each program's approval for funding.
  - 3.1. **Special Projects.** Any Special Projects agreed to by Neosho County Community College and Chanute Public Schools shall be set forth in attached "Special Project Addendum(s)" describing the project(s) and the estimated costs therefore.
    - 3.1.1. Special Project costs shall be set forth separately as part of any annual budget presented pursuant to 1.1 above so that it may be approved or disallowed separately from the budget presented

based upon anticipated enrollment.

3.1.2. If a Special Project is approved, it shall be subject to all terms set forth in this Memorandum of Understanding except as specifically agreed otherwise in writing.

3.1.3 The Special Project Budget will be submitted to USD413 by May 15, 2009.

4. Neosho County Community College will follow the Chanute Public Schools' school calendar for these CTE programs.
5. Neosho County Community College will be responsible for the staff development needs/schedule of employees assigned to these CTE programs.
6. Operation of these CTE programs will be administered by policies and procedures as approved by the Neosho County Community College Board of Trustees.
7. Chanute Public Schools' representative, on behalf of each student, shall provide documents required to satisfy regulatory reporting requirements and to assure any necessary reasonable accommodations that may be needed are provided. Notification as to individual student health issues that may affect their performance/safety are also governed by this policy.
8. The Chanute Public Schools Student Code of Conduct will be used for all student-related matters and NCCC administration will be made aware of the circumstances, except for the following which shall be governed exclusively by the Neosho County Community College Code of Student Conduct: Grade Appeal; Academic Integrity; Neosho County Community College students that are not Chanute Public Schools students.
9. Chanute Public Schools will provide at no cost a portion of the facility, known as the Vocational Building, located at Chanute High School to Neosho County Community College adequate for the 2009-10 school year enrollment for concurrent enrollment classes. It is acknowledged that Neosho County Community College will need to use the facility for classes that are not concurrent enrollment classes, and Chanute Public Schools and Neosho County Community College agree to enter into negotiations in good faith to arrive at a separate written agreement for such use.
10. Neosho County Community College will notify USD413 of summer and evening course offerings at the time the schedule is developed.
11. Chanute Public Schools agrees that all Chanute Public School property housed within the CTE program facilities and currently used by Neosho County Community College in connection with providing vocational programming will remain in place for the 2009-10 school year. Neosho County Community College agrees that all real and personal property owned by the NCCC will remain in place in the program for which it was purchased for the 2009-10 school year.
12. Instructor absences will be handled in the following manner:
  - 12.1. If either entity, NCCC or USD413, requests the instructor to be absent from teaching for a specific event, such as training, state meetings, or inservice, the cost of the absence shall be borne by the entity requesting the absence.
  - 12.2. Regular absences, such as sick leave, bereavement, or personal days, up to a total of 5 will be covered by USD413. Regular absences are those approved absences identified in the NCCC Negotiated Agreement.
  - 12.3. Absences beyond 5 become the responsibility of NCCC.
  - 12.4. The district office will be notified if instructors are out of class on college business.
  - 12.5. Travel to State and National competitions will count toward the days covered in 12.2.
13. Neosho County Community College in conjunction with Chanute Public Schools will develop long and short-term goals for the construction trades/welding programs during the 2008-09 school year.
14. Chanute Public Schools will enter into a Service Contract with Neosho County Community College as required by state law. The Contract will be of three-year duration and may be renewed annually thereafter.

The parties whose signatures appear below agree to this memorandum of understanding in principle. It is recognized by both parties that the terms of this agreement are binding, and may be reviewed annually at the time of budget approval.

\_\_\_\_\_  
Neosho County Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Board of Education of  
Unified School District 413(Chanute Public Schools)

\_\_\_\_\_  
Date

A Special Projects Addendum (check one):

Is attached and incorporated herein.

Is not attached.

**Agenda Item VIII-D: Non-Exempt Hourly Employee Classification Revision**

The current Hourly, Non-Exempt Employees Classification policy was approved by the Board of Trustees in July, 2006. An ad hoc committee has been reviewing the policy for the past several months. The President asked the committee to make any recommendations that they would feel appropriate and to insure that our Hourly Non-Exempt Classification is fair, allows for recruitment and retention of good employees, and is consistent with systems in like institutions.

Policy revisions are being recommended to Levels III, IV and V. The intent of the committee is to allow years of work experience in the area of responsibility of the position to substitute for degree requirements. The number of years of experience required increases with the classification level. During the past three years the College has had candidates who have applied for positions that have had many years of practical experience in the area of responsibility required for the position opening, yet lacked the degree requirements of the classification level. Several times a second search has been conducted hoping to find a candidate who had met the educational requirements. Key positions have been vacant for several months. This has cost additional advertising monies as well as hindered the efficiency of operations at the College. Other times exceptions have been allowed by the President in order to fill the vacancy in a timely manner.

The committee has recommended that the hourly starting salary range become a separate component of the classification system. This is to allow for future revisions without revising the entire Hourly, Non-Exempt employees Classification System. The committee recommended a \$.70/hour wage increase to each of the five starting levels to parallel with the \$.70/hour wage increase approved for all Non-Exempt employees in July, 2008.

It was the executive committee's recommendation that the Board revise the July, 2006 hourly, non-exempt classification system at Neosho County Community College. The revised policy is attached.

**Resolution 2009-34**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the revised classification system for hourly, non-exempt employees as presented.

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

**Neosho County Community College  
Hourly, Non-Exempt Employees  
Classification System  
June, 2009**

The hourly, non-exempt positions at the College will be divided into five categories. There are eight factors that determine in which level a particular position will fall. Hourly, non-exempt employees are classified as clerical/maintenance and do not include employees designated as management support staff or administrator. A majority of the factors need to be present before a position is placed in a particular level.

If an employment contract is offered to an hourly non-exempt employee that does not follow this classification system, the President shall notify the Board of Trustees before the employee contract is approved by the Board of Trustees.

The factors are:

- Education requirement
- Experience required
- Availability of pool that meets the requirement
- Complexity of tasks associated with the position
- Responsibilities involved in the position
- Confidentiality level required for someone in the position
- Consequences of Actions or decisions

- Difficulty of job duties

**Level I:**

- o Education and Qualifications:
  - § No HS diploma required, HS diploma or GED preferred
  - § No work experience required
  - § Large pool of candidates available
  - § Little responsibility or complexity in tasks
  - § No confidentiality necessary
  - § Consequences of actions and decisions are not significant
  - § Low difficulty in job duties
- o Examples of Positions:
  - § Custodial staff
  - § Seasonal workers; such as summer grounds persons, office help, cleaning help
  - § Temporary employees for specific projects

**Level II:**

- o Education and Experience:
  - § HS diploma or GED required, Associates preferred
  - § 1-2 years of work experience required, preferably in area of responsibilities of position
  - § Adequate pool of candidates available
  - § Some responsibility and complexity of tasks
  - § No confidentiality required
  - § Consequences of actions and decisions are not significant
  - § Low difficulty in job duties
- o Examples of Positions: (level II)
  - § Administrative Assistant, Basic (i.e., Faculty secretary, Secretary to Coordinators)
  - § Clerk, Basic (i.e., Registration Clerk, Library Clerk (non-computer))
  - § Receptionist
  - § Switchboard Operator

**Level III:**

- o Education and Experience:
  - § Associates degree in related field preferred; AND 2 years of work experience required, preferably in area of responsibilities of position; OR
  - § High School diploma or GED required plus 5 years of work experience in area of responsibilities required
  - § Moderate pool of candidates available
  - § Moderate responsibilities and complexity of tasks
  - § Moderate confidentiality necessary
  - § Moderate consequences of actions and decisions
  - § Moderate difficulty in job duties
- o Examples of Positions:
  - § Administrative Assistant to deans and directors
  - § Assistant Registrar
  - § Clerical, Specialized (Library Computer clerk, Offices Services/Copy Center clerk, Accounts Receivables clerk, Bookstore Clerk, Ottawa, Accounts Payable/Payroll clerk)

**Level IV:**

- o Education and Experience
  - § Bachelors preferred, preferably in the area of responsibility;
  - § Associates degree required, and/or specialized skills required; AND 3 years of experience required, preferably in area of responsibilities;
  - § OR High School Diploma or GED required, plus 7 years of work experience in area of responsibilities required
  - § Limited pool of candidates available
  - § High level of responsibilities and complexity of tasks
  - § Confidentiality necessary
  - § Consequences of actions are above average in significance
  - § Moderate to High difficulty in job duties
- o Examples of Positions:

- § Administrative Assistants to vice-president and president
- § Cashier
- § Data/research specialist
- § Development Assistant
- § Financial Aid specialist
- § General maintenance
- § Lead Custodian

**Level V:**

- o Education and Experience:
  - § Bachelors degree required, preferably in the area of responsibility; OR Associates degree in area of responsibility and 5 years of experience in the area of responsibilities required;
  - § OR specialized certificates or masters grade trade skills required and 5 years of experience in area of responsibilities required;
  - § OR Associates degree required, plus 10 years of work experience in area of responsibilities required
  - § Restricted pool of candidates available
  - § High level of responsibilities and/or complexity of task
  - § Confidentiality necessary
  - § Consequences of actions are significant
  - § High Difficulty in job duties
- o Examples of Positions:
  - § Accounting Specialist
  - § Instructional Technology Support Technician
  - § Masters Trade (i.e., Electrician, Plumber, Pipefitter)

**Agenda Item VIII-E: Emergency Chief Executive Succession Plan**

All organizations should be prepared for a sudden, unplanned change of the chief executive officer. Emergency succession planning ensures the ongoing operations of the organization, including its programs and services, in the event of an unplanned and extended executive absence. An emergency succession plan allows an organization to continue executive functions by outlining policies and procedures for the temporary appointment of an acting president.

When emergency circumstances occur an enormous level of stress is experienced by an organization's staff, board, students, and constituents. Ideally, the President of a college will be able to anticipate and announce his or her departure, but the absence of an executive is often unplanned.

An Emergency Succession Plan can help the organization manage the risk associated with leadership change. Change can be made more manageable by taking time in advance to think through different leadership change scenarios, developing competency among the staff and board to respond to change, and putting supportive practices in place.

The Emergency Succession Plan should include the following:

1. Identify the priority leadership functions of the executive.
2. Outline what sequence of events will occur in the event of a short- or long-term absence of the executive officer.
3. Identify key senior staff members (a maximum of three) who can be appointed as acting president by the Board of Trustee.
4. Emphasize the importance of communication with external constituents in the event that this plan is activated.

The Emergency Chief Executive Succession Plan outlines the actions that should be taken by the Board of Trustees in case there was a short-term or a long-term absence of the President.

**Resolution 2009-35**

RESOLVED, that the Emergency Chief Executive Succession Plan as submitted by the President is approved effective immediately and shall be maintained under such title together with the other Plans of Neosho County Community College.

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



## Neosho County Community College Emergency Chief Executive Succession Plan

June 2009

Compiled by Dr. Vicky R. Smith, President/CEO

### Emergency Chief Executive Succession Plan For Neosho County Community College

The Board of Trustees of Neosho County Community College ("NCCC" or "Board") accepts this plan for contingencies due to the disability, death or departure of the President (Chief Executive Officer.) If NCCC is faced with an unplanned vacancy or absence in the office of the President, the following emergency succession plan to facilitate any necessary transition is intended to provide guidance to insure that the President's duties in organizational leadership, program development, program administration, operations, board of trustee's relationships, financial operations, resource development, and community presence are performed during any unplanned absence.

#### Succession Plan in Event of a Temporary, Unplanned Absence: Short-Term

A temporary short-term absence is one of less than three months in which it is expected that the President will return to his/her position once the events precipitating the absence are resolved. An unplanned absence is one that arises unexpectedly, in contrast to a planned leave, such as a vacation or a sabbatical.

In the event of an unplanned absence of the President, the President and/or Vice President for Student Learning shall inform the Board Chair of the absence. As soon as it is feasible, at a special or regular meeting, the Board of Trustees shall affirm the procedures prescribed in this plan or make modifications as the Board deems appropriate.

The position of Acting President will be created and the **Vice President for Student Learning** designated as Acting President. If the person designated as Acting President is unable or unwilling to serve as Acting President when required to do so, or having assumed such office shall thereafter cease to, or for any reason become unable to, act as Acting President, the following persons shall be designated as Alternate Acting President in the order in which their positions appear as follows:

Vice President for Administration  
Then

## Dean of Student Development

### Authority and Compensation of the Acting President

The person appointed as Acting President shall have the full authority for decision-making and independent action as the regular President.

The Acting President may be offered compensation to be determined by the Board of Trustees.

### Board Oversight

The Board will be sensitive to the special support needs of the Acting President in this temporary leadership role.

### Communications Plan

The Board Chair or designee will notify faculty, staff, key constituents, and the public of the Acting President's appointment, the temporary leadership structure, and such other matters deemed appropriate under the circumstances.

### **Succession Plan in Event of a Temporary, Unplanned Absence: Long-Term**

A long-term absence is one that is expected to last more than three months. The procedures and conditions to be followed should be the same as for a short-term absence with one addition:

The Board of Trustees will upon request of the Acting President, temporarily employ a person to perform all or part of the duties of the position held by the Acting President prior to appointment as Acting President. This is in recognition of the fact that for a term of more than three months, it may not be reasonable to expect the Acting President to carry the duties of two positions. The duties and compensation for the temporary position shall be determined by the Board based upon recommendation of the Acting President, and may be filled by acceptance of such additional responsibilities by an existing employee.

### **Completion of Any Emergency Succession Period**

When the President will return to his or her responsibilities should be determined by the President in consultation with the Board. A reduced schedule for an agreed period of time may be allowed, by the Board together with the scheduled date for assumption of responsibilities as President.

### **Succession Plan in the Event of a Permanent Change in President**

A permanent change is one in which it is firmly determined that the President will not be returning to the position. The Board may choose to follow the procedures and conditions as established under the long-term temporary absence succession, while they determine the process for filling the presidential vacancy, or may elect to employ an Interim President pending employment of a President for NCCC.

### **Agenda Item VIII-F: Employee Sick Leave and Sick Leave Pool Policy Revisions (first reading)**

The College has in policy a shared sick leave pool which allows non-faculty employees whose absence qualifies under the Family Medical Leave Act to draw upon the pool when all of their own vacation and sick leave hours are exhausted. The pool has been used only a few times since its inception. The pool of available hours has grown to enormous levels, over 10,000 hours. One reason is that our current policy allows for anyone leaving the college, for either retirement or resignation, to donate their unused hours to the pool. Current employees very rarely, if ever, donate their hours to the pool. This goes against the original intent of the pool. The unused sick hours have no value to retired employees, so all retired employees give massive number of hours to the pool as they exit the institution.

This large number of hours in the pool could be seen as a liability that the College must carry, much like unused

vacation hours are now.

The proposed changed detailed below seeks to refine the sick leave pool and return it to its original intent by limiting the number of hours in the pool and limiting who can donate and under what situations. It stops donations altogether by employees who have resigned. It limits the number of hours per year that any one employee can give to the pool and it sets an overall limit to the pool itself.

In order to give the hours in the sick leave pool "value" to the individual employee, the administration is recommending that the Board extend the same retirement benefit to non-faculty employees that the faculty currently enjoys. Namely, that all employees would receive \$4 per hour for unused sick leave at the time of retirement only. A review of possible retirements over the next five years indicated that only five, non-PEA employees would qualify for this benefit. If all five have the maximum number of sick hours the total cost to the institution for the benefit for those 5 years would be \$14,400.

The proposed policy was passed by the Executive Committee and was presented to the Board for a first reading.

### **Current Sick Leave Policy**

#### 3. Sick Leave

Each full-time employee shall receive one sick day per month, cumulative to a maximum of 60 days by the end of the fifth contracted year of employment. After the fifth year, each employee shall receive one day per month, but cannot accumulate more than six days per year thereafter for a maximum of 90 days. There is no compensation for unused sick leave.

### **Proposed Sick Leave Policy**

#### 3. Sick Leave

Each full-time employee shall receive eight sick hours ~~one sick day~~ per month, cumulative to a maximum of 480 hours ~~60 days~~ by the end of the fifth contracted year of employment. After the fifth year, each full-time employee shall receive one day 8 hours per month, but cannot accumulate more than six days 48 hours per year thereafter ~~for a maximum of 90 days 720 hours~~. ~~There is no compensation for unused sick leave.~~ A full-time employee may not accumulate in excess of 720 hours accumulated sick leave. ~~Employees shall be compensated for all remaining accumulated unused sick leave at the time of that employee's retirement. Compensation will be set at a rate of four dollars (\$4) per hour for each hour of remaining accumulated unused sick leave at the time of retirement.~~

**Current Shared Sick Leave Policy**

## 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.

**Proposed Shared Sick Leave Pool**

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

~~Sick leave donation is a voluntary, confidential program that permits staff members~~ employees to donate/transfer fully paid sick days/hours to a sick leave pool to co-workers in need who cannot return to work because of a serious or catastrophic personal health condition, as defined for use by employees taking leave under the Family and Medical Leave Act (FMLA) as a "qualified employee". ~~Voluntary sick leave donations from other employees~~ Sick leave pool hours may be used to provide paid leave for by a qualified employee with no accumulated sick leave up to a maximum of ~~240~~ 480 hours in a twelve-month period. The twelve-month period will commence on the day an employee first utilizes ~~sick leave pool hours~~ 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.~~

~~A. \_\_\_\_\_ 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.~~

~~A. \_\_\_\_\_ The employee has exhausted all paid leave available for use, including vacation leave, sick leave, and compensatory time credits.~~

An employee may voluntarily transfer up to 40 accumulated sick days/hours into the sick leave pool per fiscal year, however, a if a minimum of 240 hours is required to will remain in the donor employee's accumulated sick leave account. Employees that have reached the maximum accumulation of sick leave hours may donate transfer up to a full year's earned hours to the sick leave pool per fiscal year. The employee sick leave pool will be limited to a combined total of 3,000 hours. When the sick leave pool falls below 3,000 hours, donations additional employee transfers will be accepted.

An employee who has resigned/retired may transfer accumulated sick leave into the pool, if the employee elects not to be compensated for such unused accumulated sick leave.

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

### **Proposed Policy Revisions (without mark-up)**

#### **3. Sick Leave**

Each full-time employee shall receive eight sick hours per month, cumulative to a maximum of 480 hours by the end of the fifth contracted year of employment. After the fifth year, each full-time employee shall receive 8 hours per month, but cannot accumulate more than 48 hours per year thereafter. A full-time employee may not accumulate in excess of 720 hours accumulated sick leave. Employees shall be compensated for all accumulated unused sick leave at the time of that employee's retirement. Compensation will be set at a rate of four dollars (\$4) per hour for each hour of accumulated unused sick leave at the time of retirement.

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

Sick leave donation is a voluntary, confidential program that permits employees to transfer fully paid sick hours to a sick leave pool for use by employees taking leave under the Family and Medical Leave Act (FMLA) as a "qualified employee". Sick Leave pool hours may be used by a qualified employee with no accumulated sick leave up to a maximum of 480 hours in a twelve-month period. The twelve-month period will commence on the day an employee first utilizes sick leave pool hours. Procedures for administering the shared sick leave program are to be handled by Human Resources.

An employee may voluntarily transfer up to 40 accumulated sick hours into the sick leave pool per fiscal year, if a minimum of 240 hours will remain in the donor employee's accumulated sick leave account. Employees that have reached the maximum accumulation of sick leave hours may transfer up to a full year's earned hours to the sick leave pool per fiscal year. The employee sick leave pool will be limited to a combined total of 3,000 hours. When the sick leave pool falls below 3,000 hours, additional employee transfers will be accepted.

An employee who has retired may transfer accumulated sick leave into the pool, if the employee elects not to be compensated for such unused accumulated sick leave.

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

### **Agenda Item VIII-G: Selection of the President Policy Revision-first reading**

With the development of the Emergency Chief Executive Succession Plan, the College Attorney has suggested that reference to this plan be placed in the Board Policy Manual. The College Attorney suggested that a reference in the Board Policy Manual would require a policy that a Succession Plan be kept in place, but that the actual Plan would be a separate document from Board Policy. In this manner, the College achieves the goal of flexibility, while at the same time having a binding policy in place that requires the Board to have such a plan. This policy should assist in establishing the Board's role in chief executive officer continuance when reviewed in the future by the Higher Learning Commission of the North Central Association.

The current policy and the proposed revised policy are on the following page.

## **Current Policy**

### Selection of the President

Pursuant to K.S.A. 71-201 and as indicated in #4 above, the board of trustees will employ the president. The board, at such time as it may deem expedient, shall appoint and fix the compensation and term of office of a president, who shall not be a member of the board. The president's term of office shall begin on the first day of July or such other date as the board may determine. The president shall have charge and control of the college, subject to the orders, rules, and regulations of the board.

The board may extend the president's contract each year for a period not to exceed three years. Reappointment of the president shall be as provided in the contractual agreement between the president and the board of trustees.

## **Proposed Policy**

### Selection of the President

Pursuant to K.S.A. 71-201 and as indicated in #4 above, the board of trustees will employ the president. The board, at such time as it may deem expedient, shall appoint and fix the compensation and term of office of a president, who shall not be a member of the board. The president's term of office shall begin on the first day of July or such other date as the board may determine. The president shall have charge and control of the college, subject to the orders, rules, and regulations of the board.

The board may extend the president's contract each year for a period not to exceed three years. Reappointment of the president shall be as provided in the contractual agreement between the president and the board of trustees.

**The Board shall adopt and observe an Emergency Chief Executive Succession Plan, which Plan shall be maintained as part of the records of Neosho County Community College.**

## **Amended Agenda Item H: Medical Assistant Program Partnership with Independence Community College**

Neosho County Community College and Independence Community College wish to enter a partnership to provide medical assisting training on the Independence Community College campus. Through this agreement, Independence will offer the following courses which NCCC will accept into the Medical Assistant program:

Computer Concepts and Applications	3 credit hours
Medical Terminology	3 credit hours
Nurse Aide	6 credit hours
Medication Aide	5 credit hours

Neosho County Community College will offer the following courses to complete the Medical Assistant Certificate. These courses will be offered online or at the ICC campus, as designated below:

Medical Assisting I (Online)	3 credit hours
Medical Assisting I Lab (at ICC)	4 credit hours
Human Body in Health and Disease (Online)	3 credit hours

Medical Assisting II (Online)	3 credit hours
Medical Assisting II Lab (at ICC)	4 credit hours
Introduction to Medical Coding (Online)	3 credit hours
Externship (at ICC)	4 credit hours

This partnership allows Independence students to obtain a Medical Assistant Certificate without traveling. This is a win/win partnership as it provides additional opportunities for Independence students and generates some credit hours for them and it increases the number of students in the NCCC Medical Assistant program.

The Independence Community College Board of Trustees approved this agreement on June 8, 2009. It is my recommendation that the Board approve the agreement with Independence Community College to offer Medical Assisting Training.

#### **Resolution 2009-36**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the partnership agreement with Independence Community College to offer Medical Assisting Training.

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

**AGREEMENT FOR**  
**NEOSHO COUNTY COMMUNITY COLLEGE**  
**MEDICAL ASSISTANT PROGRAM**  
**IN PARTNERSHIP**  
**WITH**  
**INDEPENDENCE COMMUNITY COLLEGE**

This Agreement, effective the date of execution, by and between Neosho County Community College, Chanute, Kansas ("NCCC") and Independence Community College, Independence, Kansas ("ICC").

**I. NCCC Obligations**

1. NCCC will plan and produce a medical assistant at ICC ("the Program") in accordance with the objectives, standards and philosophy of the NCCC Medical Assistant Program.
2. NCCC agrees to employ medical assistant instructors and staff as required for the Program (See III.1.).
3. NCCC will bear the cost of clinical instruction for students in the Program.
4. NCCC will insure that graduates from the ICC Program will be eligible to participate in graduation ceremonies at either or both institutions.
5. NCCC will be responsible for all accreditations as may be required through the State Program Alignment process.
6. NCCC will be responsible for all clinical site organization including clinical instructor compensation.

**II. ICC Obligations**

1. ICC will provide space for a Program classroom including labs for simulation and testing.
2. Space provided by ICC will be suitable for the intended purposes, and will include telephone jacks, connectivity for computer access, lighting, electrical, etc.
3. It is anticipated that Mercy Hospital will provide space for a nursing lab. If hospital space is unavailable for a nursing lab, then ICC will provide space for a nursing lab as well.
4. ICC will provide support services for students in the Program as they would for any other student at ICC (counseling, bookstore, food service, student union, academic, etc.).
5. ICC will refrain from offering any additional allied health course that would supplant NCCC courses (excluding those that ICC already offers, i.e. those listed in the 2006-2008 ICC Catalog).
6. ICC will refrain from duplicating any aspect of the NCCC medical assistant curriculum or any curriculum materials supplied or developed by NCCC (i.e. syllabi, tests, program curriculum, audio visual materials, online course materials).

**III. Mutual Benefits And Responsibilities**

1. Students admitted into the Program are students of NCCC and all state aid, tuition and student fees for NCCC program courses shall be received by NCCC. ICC will recruit and will be entitled to retain all state aid, tuition and student fees for all general education/"pre-medical assistant" courses offered at ICC.
2. The Program at ICC will be limited to twenty (20) chairs. Expansion will require additional resources, and any decision regarding cohort size will be a mutual decision between NCCC and ICC.
3. The cost of medical assistant equipment will be the responsibility of NCCC.
4. The cost of computers and related support equipment, all instructional equipment, visual aids, audio visual equipment, etc. to be used in the classrooms or in labs will be the responsibility of ICC.
5. The Program will begin offering courses at ICC Fall Semester 2009.
6. NCCC and ICC will work cooperatively to implement and conduct the Program. Areas of disagreement will be resolved in an informal manner by the Presidents of the Colleges or their designees.
7. Student issues for the Program courses will be resolved using the procedures of the NCCC Catalog and Student Handbook for student grievances, appeals, etc.
8. Students will be responsible for payment of Program courses to NCCC and general education and "pre-medical assistant" courses to ICC.
9. A minimum of 8 students is required to offer a course in the Program.

**IV. Program Discontinuation**

1. If either NCCC or ICC wish to discontinue this program after it is implemented, the party wishing to discontinue must notify the other party in writing by September 1 of the year prior to the last academic year of the Program. For instance, if NCCC decides to discontinue the Program at the end of the academic year (Spring)

2010, NCCC will notify ICC on or before September 1, 2009. Discontinuation of the Program will be subject to the provisions of this section.

2. Students enrolled in the Program will have the opportunity to complete the full program offered in the curriculum. NCCC will determine whether all or part of such classes will be at ICC or at NCCC. NCCC would make completion opportunities available for students in the program.

**V. Miscellaneous**

1. This Agreement is subject to approval by the Board of Trustees by each party.  
 2. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

3. NCCC faculty members, support staff and other personnel employed by NCCC for the Program shall not be considered employees of ICC and all employment matters for such employees shall be the responsibility of and under the control of NCCC in accordance with its policies and rules, notwithstanding provisions for reimbursement of costs by ICC. Other faculty members, support staff and employees of ICC whether performing duties ancillary or related to the Program, shall be considered employees of ICC and will be the sole responsibility of and under the control of ICC pursuant to its policies and rules.

3. Agreements for cooperative clinical training for students will be between NCCC and the cooperating agency.

4. Each party hereto shall agree to indemnify the other for, and hold the other harmless from, any and all claims, demands, liabilities, actions, suits or proceedings of any kind or nature whatsoever asserted or claimed by or on behalf of any third parties including, but not limited to student participating hereunder on account of activities or services, or both, arising out of related or incidental to, conduct of this Program, except to the extent that any claim, demand, liability, action, suit or proceeding is the result of an act or omission on the part of the one to be indemnified.

5. This Agreement supersedes any and all other agreements between the parties hereto and represents the entire Agreement. The terms of the Agreement can be altered or modified only by written instrument signed by the parties hereto.

6. The term of this Agreement shall continue until discontinuation as provided in Section IV above.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

NEOSHO COUNTY COMMUNITY COLLEGE INDEPENDENCE COMMUNITY COLLEGE

\_\_\_\_\_  
 PRESIDENT

\_\_\_\_\_  
 PRESIDENT

\_\_\_\_\_  
 MEDICAL ASSISTANT COORDINATOR

\_\_\_\_\_  
 CHAIR, BOARD OF TRUSTEES

\_\_\_\_\_  
 CHAIR, BOARD OF TRUSTEES

**2009-2010 Medical Assistant Course Rotation**

**Program Courses Offered by NCCC**

*Medical Assisting II	3
Medical Assisting II Lab	4
*Human Body in Health and Disease	
*Medical Assisting I	3
Medical Assisting I Lab	4
*Introduction to Medical Coding	3
Externship	<u>4</u>
	24

**Program Courses Offered by ICC**

Nurse Aide	6
Computer Concepts & Applications	3
3 Medical Terminology	3
Medication Aide	<u>5</u>
	17

**Program Total: 41 Credit Hours**

\*Online Courses

**Amended Agenda Item VIII-I: Nursing Instructor-Chanute**

It is my recommendation that the Board employ Rebecca Rhone as a nursing instructor for the Chanute campus. Ms. Rhone will receive her MSN degree from Kansas University in August 2009. She earned a BS in Nursing from Tabor College in Wichita, and AAS in Nursing from Butler County Community College.

Ms. Rhone's teaching experience includes teaching Level One Practical Nurse students at Wichita Area Technical College. She has worked as a clinical coordinator at the Center for Wound Care & Hyperbaric Medicine in Neodesha, staff nurse at Wilson Medical Center (formerly Wilson County Hospital) and as a Patient Care Manager at Greenwood County Hospital Home Health Agency, and MDS and Care Plan Coordinator at Howard Twilight Manor in Howard, KS.

Ms. Rhone will be placed on the faculty salary schedule at Ms+30, step 9 (\$39,264, this amount will be adjusted to reflect the 2009-10 salary schedule) beginning August 17, 2009.

**Resolution 2009-37**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the employment of Rebecca Rhone as a nursing instructor at the Chanute campus. She will be paid at the MS+30, step 9 level on the 2009-10 faculty salary schedule, starting August 17, 2009.

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

**Amended Agenda Item VIII-H: Executive Session-Employer/Employee Negotiations**

Upon a motion and a second, the Board entered into executive session for 15 minutes to discuss matters relating to employer-employee negotiations and included the President, Vice President for Student Learning, the Dean of Finance and College Attorney. Motion passed. The Board entered executive session at 7:30 p.m.

The Board returned to open meeting at 7:45 p.m.

**Agenda Item IX: Adjournment**

Upon a motion and a second the meeting adjourned at 7:46 p.m. Motion passed.