

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

DATE: June 9, 2011

TIME: 5:30 p.m.

PLACE: Student Union, Room 209

PRESENT: Kevin Berthot
Charlie Boaz
Patricia Griffith
Clint Isaac
Mariam Mih
David Peter

PRESENT: Dr. Brian Inbody, President
Ben Smith, Vice President for Administration
Brenda Krumm, Dean of Outreach and Workforce Development
Eric Tincher, Dean of Student Development
Sandi Solander, Chief Financial Officer
David Smith, Special Assistant to the President/Faculty Member
Dennis Peters
Kent Pringle, Board Attorney
Terri Dale, Board Clerk

Mr. Peter called the meeting to order.

III. Public Comment

There were no speakers.

Mr. Peter made presentations to Mr. Isaac and Mrs. Mih who were going off the Board. He thanked each of them for their years of service.

IV. Approval of the Agenda

Mr. Peter asked to amend the agenda by adding resignation, residence hall coordinator, and math instructor under new business. Upon a motion and a second the agenda was approved as amended.

V. Budget Hearing

There were no speakers.

VI.- Consent Agenda

The following items were approved by consent.

- A. Minutes from May 12, 2011
- B. Claims for disbursement for May 2011
- C. Personnel
- D. Course Inventory Revision

Consent Agenda Item VI-C: Personnel

1. Resignation of Women's Basketball Assistant Coach

It was the President's recommendation that the Board accept the resignation of Dena Stuckey as the assistant coach for women's basketball. Her resignation date was May 9, 2011.

2. Resignation of Accounts Payable/Payroll Clerk

It was the President's recommendation that the Board approve the resignation of Jackie Kinzer as the accounts payable/payroll clerk. Ms. Kinzer's resignation is effective July 14, 2011.

3. Biological Instructor-Ottawa

It was the President's recommendation that the Board approve the employment of Eric Row as the Biological Science instructor at Ottawa. Mr. Row is a graduate of Pittsburg State University with a Master of Science degree in Biology and a BS in Biology.

Mr. Row was a lab instructor for Environmental Life Science classes at PSU from Spring 2010 through Spring 2011.

Mr. Row will be paid at MS, step 1 (\$30,650) starting in August 2011.

4. Energy Instructor, part-time

At the July 2010 Board meeting, a part-time, one year Energy instructor was approved and Craig Knight was appointed to that position. It was the President's recommendation that this position be continued for one year as a part-time position which will be funded by existing grants. This position will provide continued leadership in the Sustainable Energy Installation program.

Mr. Knight will be paid \$25,375 with no fringe benefits.

5. Athletic Trainer

It was the President's recommendation that the Board employ Suzanna M. Butz as athletic trainer. Ms. Butz is a 2011 graduate of the University of Arkansas with a Masters degree in Athletic Training. She earned a Bachelor of Arts in Education from the University of Kentucky.

For the past two years she was a graduate student athletic trainer at the University of Arkansas Athletics and was an intern athletic trainer for the California Winter League.

Ms. Butz will be on a 10-month contract, paid at the MS, 1 level (\$34,056-10 month).

6. Assistant Director of Institutional Research

It was the President's recommendation that the Board approve the title change for LuAnn Hauser from Institutional Research Specialist to Assistant Director of Institutional Research. The new position was approved at the May 2011 Board meeting.

Consent Agenda Item VI-D: Course Inventory Revisions

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 course inventory. Each change to the inventory 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.

Course Inventory Changes June Board Meeting

Name Change

(All pursuant to Curriculum Committee approval in September)

- MFGT 112 Welding Safety, 1 credit hour, to Welding Safety/OSHA 10, 1 credit hour
- MFGT 116 Welding Gas Tungsten Arc Welding, 3 credit hours, to Gas Tungsten Arc Welding, 3 credit hours
- MFGT 118 Welding Core: Shielded Metal Arc Welding, 3 credit hours, to Shielded Metal Arc Welding, 3 credit hours
- MFGT 128 Advanced Shielding and Metal Arc Welding, 4 credit hours, to Advanced Shielded and Metal Arc Welding, 4 credit hours
- SURG 206 Surgical Technology Clinical, 7 credit hours, to Surgical Technology Clinical II, 7 credit hours

Vice President of Administration Report: Ben Smith, Vice President for Administration provided the following written report.

I. Projects

A. Softball Field

- a. A design charette was held with local neighbors, interested citizens, several members of the Chanute Recreation Commission, as well as several board members.
- b. There have been several design meetings with the project team and the design is progressing well, although the design was modified due to neighbor input.
- c. Projects are about +/- 70% design status for the buildings and field as of tomorrow. He expects to have full 70% construction document set ready for review and comment by the project team next week.
- d. After review, minor changes can then be applied to the design with another final "specifications and details" meeting in late June to iron out very specific and final integral details as needed.
- e. Again, depending upon funding and a host of other issues, it is our intent to be able to play ball on the new field in Spring, 2012.

B. Ottawa Educational Facility

- a. Punch list is down to one page with most items pertaining to flooring. The flooring contractor has been repairing those items this week during the evenings and is nearly completed.
- b. The remaining items either have material on order or waiting for subs to complete their work.
- c. Retainage on the project down to \$30,000 to cover these remaining items.

C. K68 Lane Widening

- a. Bids have been received and appear favorable. Final shake out and contract awards should be complete this week.
- b. A preconstruction meeting with the City and KDOT is scheduled for the 13th with work scheduled to begin the week of the 20th.
- c. Project should still be completed on time given favorable weather.

D. Rowland Renovation

- a. Demo work is complete.
- b. Underground plumbing is underway and floors should be poured back on Monday.
- c. Framing has started where possible and electric rough-in is started in these areas as well.
- d. Some ductwork has been run above ceiling to get a jump on that work.
- e. Once the floors are poured back the remaining framing can be completed and in-wall rough-in finished up.
- f. On schedule, but may require some evening/weekend work.

E. Chapman Elevator/Restroom Project

- a. Elevator and the two shaft walls have been demolished and the pit should be demolished this week. They will begin forming and pouring the new pit next week. Elevator has been ordered and waiting on a delivery date.
- b. Bathrooms have been demolished and plumbing rough-in is underway.
- c. On schedule, but may require some evening/weekend work.

II. Maintenance *(submitted by Paul Smith)*

A. Safety Inspections

- a. All weekly and monthly inspections have been completed and documented.

B. Ottawa Facility

- a. The maintenance crew worked with the IT Department to get all of the audio visuals installed and running for spring classes.
- b. Completed a check list of items and cleaning at the Beech Street facility before the new owners took possession.

C. Summer Projects 2011

- a. Build an office and store room in 206 in the Student Union.
- b. Refurbish an office and store room in Rowland 336 for new offices in Rowland per the renovation plan.
- c. Move gear from Rowland wood and welding area and prep for a sale.
- d. Relocate all nursing faculty to 319 for the summer renovations.
- e. Relocate the Librarian to temporary quarters in the Audio Visual storage room in Chapman for renovation.
- f. Build an office in the CAVE to house advising if necessary.
- g. Refurbish offices to shift coaches around to make space for the new AD.
- h. Many, many other miscellaneous jobs.

D. Window Replacement

- a. Ten windows will be replaced on the south side of NeoKan vinyl insulated windows per the Capital Improvement Plan.
- b. All of the windows on the student side of NeoKan have been replaced.

E. Gymnasium

- a. The annual floor re-finishing will be completed July 4th week.

F. Boiler house

- a. Summer maintenance on the chiller was completed.

G. Residence Halls

- a. Normal summer maintenance and repairs have commenced

III. Safety/Security

- A. **Long-term Security Video Capture Solution** – The installation of the new video capture security system is nearly complete. The system, one of the Strategic Planning priority one funding initiatives from two years ago, not only expands video security capabilities for both campuses, but provides a permanent long-term security video capture solution for the college.

- B. **Additional Security/Video Surveillance** – Completion of the installation of additional security cameras at the Chanute campus will be completed along with the implementation of the long-term security video capture solution mentioned previously. The new Ottawa educational facility will open with full security camera coverage.

- C. **RAVE Text Messaging System** – Tech Services is currently in the process of implementing the new text messaging platform and plan to go live with the new system for the Fall, 2011 semester. The new RAVE system is used by many large universities and will provide much greater functionality to the college.

- D. **City/County Emergency Committees** – Mr. Smith continues to work directly with the city of Chanute Homeland Security/Pandemic Task Force and Neosho County Local Emergency Planning Committee on disaster mitigation planning. Upcoming local exercises may include hazardous material (oil spill), active shooter scenario, and tornado event. We may be bringing MOU's regarding temporary shelters with various agencies to the board for consideration.

IV. Technology Services *(submitted by Kerry Ranabargar)*

- A. **Ottawa Facility** – The entire technology services department spent a great deal of time getting the Ottawa technology needs installed and operational. A few minor issues are still being addressed.

- B. **Phone Service Interruption** – The College has experienced several days of disruption to all of the Chanute phone system. Kerry Ranabargar has been working very closely with the local providers on the solution. Mr. Ranabargar and Mr. Smith will be meeting with the vendor on their expectations for a permanent solution and service expectations for this mission critical system after this crisis has been resolved.

- C. **Tech Services Spring/Summer** - This summer Tech Services will be working on deploying office 2010 to all computers at Chanute and in Ottawa. This will take place in conjunction with switching over to Exchange Server 2010. This move will get mailboxes off the shared server and back into our own environment. This transition will give the College greater control over setup and maintenance as well as provide additional user functionality. They will be scheduling an upgrade to the next major version of the

Jenzabar EX platform this fall. Tech Services staff has also been working on developing Standard Operating Procedures (SOP) documents over the last couple months which will be compiled to create an operation manual for the department.

- D. **Tech Services / On-line campus** – Implemented new SAN environment this spring, which allowed the transition to Inside NC and EX to virtual server platforms. Jon Seibert has been working closely with the on-line services committee to gather requirements for some custom scripting that will enhance customer service to the students when using Inside NC.
- E. **Switchboard** – Mary Barr has been working through new and innovative challenges with the new voicemail system. She is currently working with Jessica Shoemaker to design ID cards for fall that will be vertical in format. She has been printing cards for various departments including a total of 122 cards for the Nursing program while also helping Outreach with concurrent enrollment by taking ID pictures of students for Chanute, Erie and St. Paul High Schools.
- F. **Institutional Reporting** – Luann Hauser has assisted with multiple reports including KHEER, IPEDS, 09-10 Program Outcomes, and Spring 11 Program Reviews. She continues to create and revise requested queries for all of the Student Development areas, Outreach & Work Force Development, Athletics, Faculty, & Administration. In addition, she has assisted Assessment Coordinator with assessment procedure revisions and maintaining database while also serving on various committees, including VPSL Search Committee and On-Line Services.
- G. **Office Support Services** – Address verification software was installed and Gloria Beeman is currently using it to maintain clean mailing addresses for the business office and development. She also rearranged the mail room to provide more space for an additional mailbox to handle all of our new employees. No other big changes in office support over the last few months, just doing the usual production and mail requirements as needed.

V. **Human Resources** *(submitted by Brenda Rowe)*

- A. **Health Insurance Update** – IMA and Preferred Health Systems have presented the renewal rates for October 1, 2011 to the insurance committee. The renewal rates for the current plan include an overall 5.7 % increase at a cost of \$57,106, with no changes being made to the plan. IMA indicated that this 5.7% increase is the lowest that they have seen in a while. The trend in increases has been around 12 %. The rate increases are based on the loss ratio experience for both medical and prescription drugs and the large claim expenditures. Option 2 and 3 health plans came in with 7.3% and 8.1% increases. The Administration has asked Preferred Health Systems to take a look at this and they have sent the renewal back to the underwriters for review. The dental renewal from Blue Cross-Blue Shield has just been received and includes a .4% increase at a cost of \$327. The vision rates for next year have been received as well, with no price increase or change in coverage. The insurance committee will continue to work with IMA and

Preferred Health Systems on the renewal process. Open enrollment will be held on both campuses in September for the October 1 renewal date.

- B. New Hires** – The human resources office continues to post new job openings and distribute search packets to the search committees, and set up interviews. Several new positions have been created and searches conducted. During the last three months the college has hired a new Vice-President for Student Learning, Dean of Student Development, Biological Science Instructor – Ottawa and Athletic Trainer. The current searches include Math Instructor, Registrar/Director of Institutional Research, Coordinator of Residence & Student Life, Accounts Payable/Payroll Clerk, ABE Instructor, Athletic Director, and numerous part-time positions. The website lists all of our current job openings.
- C. Payroll Training** - Jackie Kinzer, Accounts Payable/Payroll Clerk has continued to learn the bi-weekly payroll process when time allows her.
- D. End-Of-The-Year Processing** – As the June 30th end-of-the year approaches, the human resources office works with the various departments to keep the records in good order, including the grant departments. The staff development program is closed out for the year as well.

VI. Business Office Update (submitted by Sandi Solander)

- A. Student Financial Aid Payments** – During the two semesters Patty Benton has processed over 5.7 million dollars in financial aid to student accounts:

Award Type	Fall 2010	Spring 2011	Total
Scholarships	377,123.00	279,234.00	656,357.00
Grants	1,503,808.00	1,379,404.00	2,883,212.00
Loans	1,167,087.00	1,081,547.00	2,248,634.00
Total	3,048,018.00	2,740,185.00	5,788,203.00

Many of the students were issued refund checks due to the financial aid awarded to them being in excess of total tuition, fees and housing costs.

- B. Accounts Receivable** –There were 122 students enrolled in Summer, 2011 courses dropped for nonpayment on May 27, 2011. Students were notified prior to the drop via a mailed statement, email and text message.

Fall, 2011 charges will be generated July 5, 2011. Statements will be printed and sent out to students the following week. Students also will also be notified via email and text message to log into their InsideNC account and review their detailed account

information. During the month of June, student accounts that have balances over 180 days old are being turned over to collections.

The chart below compares April 2010 and April 2011 accounts receivable balances:

Accounts Receivable Balance Comparison	4/30/2010	4/29/2011	Increase
Accounts Receivable Balance After Anticipated Financial Aid	\$70,582	\$95,425	\$24,843
Accounts Receivable Balance Before Anticipated Financial Aid	\$84,783	\$223,630	\$138,847

The balance after anticipated financial aid and third party authorizations (TPA's) was \$24,843 higher in April 2011 than it was in April 2010.

The charge below compares from April 2010 to April 2011 the number of students with an accounts receivable balance:

Accounts Receivable Balance Comparison	4/30/2010	4/29/2011	Increase
Number of Students After Anticipated Financial Aid	164	264	100
Number of Students Before Anticipated Financial Aid	191	438	247

There were 100 more students with a remaining balance due after anticipated financial aid and TPA's in April 2011 than in April 2010.

- C. Accounts Payable –Staff has been working with departments within the College and external vendors to make sure all invoices are paid at the end of the June 30 fiscal year. Accounts Receivable Clerk Jackie Kinzer has submitted her resignation effective July 14, 2011. A search is being conducted to fill the position at the July Board of Trustees meeting.

The volume of accounts payable transactions have increased 37% over the past two years from \$909,304 per month in FY 2008-09 to \$1,248,043 per month in FY 2010-11. This increase is attributed to increased grants awarded, increased student financial aid payments refunded to students and the construction of the new Ottawa campus.

Fiscal Year	Average Monthly Disbursements
2008-09	\$909,304
2009-10	\$1,038,383
2010-11	\$1,248,043

D. Annual Financial Audit – The fieldwork for the annual external financial audit will be completed the first week of September. The audit report will be presented to the Board at their October meeting. The business office will close out the FY 10-11 fiscal year in November.

E. Bookstore -

- a. Point-of- Sales System –Bookstore Staff continues to improve the integrity of the information in the system in order to provide important information needed for decision making.
- b. Daily Operations – Staff continues to improve customer service. Improvement has been made at making timely textbook orders to ensure that textbooks are available before classes begin.
- c. Inventory – The annual physical count of inventory will be conducted the last two days in June. The bookstore will remain closed to the public during the inventory count. The auditors will review and test the counts on July 5.

VII. General

A. Neosho County Relay for Life – The annual Neosho County Relay for Life event will be held at the college again starting tomorrow evening (Friday, June 10) through Saturday morning. This event has become one of the premiere NCCC events and attracts a great number of visitors to the campus for the purpose of raising awareness and funding for cancer research.

Treasurer’s Report: Sandi Solander, Chief Financial Officer, distributed the monthly financial statements and cash comparison report. She told the board that the College started the month with \$6,466,592 and ended the month with \$5,889,969.

President’s Report: Dr. Inbody distributed the following written report.

Summer enrollment is currently up 6.46% over this time last year. That is up 13% over the end of summer last year. This is after a 14% increase between summer 2009 and 2010. Certainly more folks are going year-round than ever before.

It is still too early to predict where fall enrollment will wind up. Currently enrollment is up 6.49% overall, but that number is misleading. The numbers from off-campus/out district (ODO) and in district/off-campus (IDO) are not entirely accurate. Registration is delaying inputting the concurrent enrollments because area high schools have not settled on their schedules.

However, if one looks at “the big three” Chanute, Ottawa, and Online one can see that enrollment is up 14.36% over this time last year, led by online - up another 43.46% percent.

Summer Semester 2011

CAMPUS	YEAR CODE	TERM CODE	RUN DATE	STUDENT TOTAL	CREDIT HOUR TOTAL	% INCREASE OR DECREASE
TOTAL	2010	10	6-9-11	1233	5354.5	
TOTAL	2011	10	6-9-11	1300	5700.5	6.46%
CHANUTE	2010	10	6-9-11	225	939.5	
CHANUTE	2011	10	6-9-11	219	834.5	-11.18%
OTTAWA	2010	10	6-9-11	369	1617	
OTTAWA	2011	10	6-9-11	376	1695	4.82%
ONL	2010	10	6-9-11	513	2130	
ONL	2011	10	6-9-11	606	2561	20.23%
ODO	2010	10	6-9-11	87	508	
ODO	2011	10	6-9-11	47	274	-46.06%
IDO	2010	10	6-9-11	39	160	
IDO	2011	10	6-9-11	52	336	110.0%

Fall Semester 2011

CAMPUS	YEAR CODE	TERM CODE	RUN DATE	STUDENT TOTAL	CREDIT HOUR TOTAL	% INCREASE OR DECREASE
TOTAL	2010	30	6-9-11	1078	8541	
TOTAL	2011	30	6-9-11	1170	9095	6.49%
CHANUTE	2010	30	6-9-11	332	3999	
CHANUTE	2011	30	6-9-11	357	4289	7.25%
OTTAWA	2010	30	6-9-11	315	2417	
OTTAWA	2011	30	6-9-11	365	2641	9.27%
ONL	2010	30	6-9-11	307	1399	
ONL	2011	30	6-9-11	425	2007	43.46%
ODO	2010	30	6-9-11	7	40	
ODO	2011	30	6-9-11	13	74	85.0%
IDO	2010	30	6-9-11	117	686	
IDO	2011	30	6-9-11	10	84	-87.76%

Telephone issues

This morning, there are incoming lines but no internal phone system. Dr. Inbody said he was told that the system would be back up and running by evening. The problem was caused by a failure of a processor and then compounded by the corruption of the back-up system. When they kept trying the back-up, it would “fry” each new processor they installed. Finally, they realized that they would have to put in a new processor and manually reprogram the system without using the back-up. Ben Smith and Kerry Ranabargar will be discussing ways they can avoid this situation in the future. NCCC must have a backup plan of our own and other options will be explored.

OU partnership

NCCC has a possible opportunity to begin a partnership with Ottawa University and their Online division. OU would like to have a lower-cost option for students who need help getting developmental, first, and second year courses in route to a bachelor’s degree from OU Online. Marie Gardner has been heading up a group of NCCC staff that are in talks with them to make NCCC the college that OU would refer students to. There are a few danger areas, including the fact that OU is in two other states and changes in accreditation means that NCCC might have to get approval from other states in order to form this agreement. Dr. Inbody said he was hopeful that these issues could be resolved so that we can open new markets for the online classes.

Energy House

The City of Chanute is ready to complete the paperwork and give NCCC the house that we have been using as the Energy Lab at the “S” Curve at Lincoln and Santa Fe. Dr. Inbody will be bringing the deed to the July board meeting. NCCC will own the house but not the land. The City Manager has graciously agreed to continue to mow the property. We have agreed to pay the utilities for the house. In a few years Mr. Lester told Dr. Inbody that the City may be doing some road improvements to the “S” curve. At that time the College will need to move the house to another location. The administration is looking at some possibilities, which could include the land across the street or possibly other locations in the city. The College will also need to plan for the expense of moving the house. Brenda Krumm is looking into grant possibilities there.

Small Business Development Center

It is time to re-authorize the contract for the Small Business Development Center currently staffed by Tom Byler and housed in Rowland Hall. Mr. Byler helps folks considering starting their own business with information about government resources and tries to connect these budding entrepreneurs with College classes that can help them be successful. The College has pledged the in-kind value of the office and associated items for the Center and a cash payment which totals \$5,500. It was the President’s recommendation that we continue with the agreement for another year.

USD 101/Chinese student update

Dr. Inbody reported he has been working with John Wyrick at USD 101 to provide housing for Chinese high school students that he is attempting to recruit. Erie has passed its US Government

inspection and can now accept international students in the same manner NCCC can. While Mr. Wyrick is hopeful that he can begin receiving students for Fall 2011, Dr. Inbody said he believes that there is not enough time to recruit the students, receive government student visas, and plan the international travel between now and August/September. This may be more likely in fall 2012. But NCCC will do what we can to expedite the program. After discussing the matter with Mr. Wyrick, below are the special rates Dr. Inbody asked the Board to consider for these students:

Per Student Per year

Double Room	\$5,110 (special rate because the housing days are more but the meal cost is lower for them – lunch at the high school)
Entertainment	\$1,000 (trips to KC, Branson, movies, etc. USD 101 will assist with transportation. This entertainment would be in excess of the normal entertainment provided by the residence halls and SBG.)
Special PT employee	\$550 (assuming 15 students, that is \$8,250 total or enough for a \$10 an hour, 20 hours a week position)
12 college credit hours	\$1,620 (charging them the same rate as the YFU students of \$135 per hour. This does not include courses that have special fees.)
Total Cost Per Student	\$8,280

Hiring, Hiring, Hiring

Dr. Inbody reported he has spent the vast majority of his time in interviews in the last month including math instructors, science Instructors, Coordinators of Res Life, and Athletic Directors. Based on what the valuation does and how it impacts the budget, the president said he may be bringing additional positions that have been discussed on the large expenditure sheet including a new science instructor at Chanute, a payroll clerk, additional help for admissions, Registrar/Director of IR, Administrative Assistant for the AD and Dean of Student Development, and help for custodians.

KACCT Meeting Friday and Saturday

Dennis Peters, Lori Kiplinger and Dr. Inbody will attend the KACCT meeting at KCK on Friday and Saturday. They have a special day set up for new trustees on Friday so Dennis and Lori have graciously agreed to attend that training. Discussions on Saturday will include the transfer articulation agreement and the funding issues as well as recent legislative action.

Vacation

Dr. Inbody reminded the Board that he would be out of the state and on vacation from 19th through the 23rd.

Agenda Item VIII-A: Approval of the Amended Budget for 2011-11

It was necessary for the Board to approve the amended budget as published. It was the President's recommendation that the Board adopt the resolution below.

**NOTICE OF HEARING ON
AMENDING THE 2011 BUDGET**

The governing body of
Neosho County Community College
will meet on the 9th day of June, 2011 at 5:30 P.M., at
Oak Room Student Union

for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at the
Business Office

and will be available at this hearing.

SUMMARY OF AMENDMENTS

Fund	Adopted Budget 2010-2011			Proposed Amendment 2010-2011 Budget
	Actual Tax Rate	Amount of Tax to be Levied	Expenditures and Transfers	Expenditures and Transfers
Revenue Bonds	0	\$0	\$560,215	\$660,215

Board Chairman

Resolution 2011-48

RESOLVED, that the Board of Trustees of Neosho County Community College approves the amended budget as published for FY 2010-2011.

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

Agenda Item IX-A: Accounts Receivable Write Off

The chief financial officer asked for approval to write off \$108,913.73 of accounts receivables for activity from January 2010 through December 2010. The write-off amount from June 2010 was \$71,033.12 and 29% of that amount has been collected and paid.

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 2011-49

RESOLVED, that the Board of Trustees of Neosho County Community College authorizes the administration to write-off \$108,913.73 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 IX-B: Cancellation of Outstanding Checks

It was the President's recommendation that the Board approve the cancellation 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 \$2,356.06 should be cancelled and restored to the fund originally charged.

Resolution 2011-50

RESOLVED, that the Board of Trustees of Neosho County Community College authorized the administration to cancel \$2,356.06 in old outstanding checks.

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

Agenda Item IX-C: MOU with USD 413 and Greenbush

The annual agreement between NCCC and USD 413 for joint construction and welding technology programs has been prepared. The special projects addendum describes the construction projects for the 2011-2012 academic year, which include constructing Greenbush cabins and work on the NCCC softball facility. A separate Memorandum of Understanding with Greenbush is necessary to continue the cabin-making project.

Resolution 2011-51

RESOLVED, that the Board of Trustees of Neosho County Community College approves the Memorandum of Understanding with USD 413 for joint construction and welding technology programs for 2011-12 academic year and the Memorandum of Understanding with Greenbush to continue the cabin making project for the coming year.

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

CHANUTE USD 413/ NEOSHO COUNTY COMMUNITY COLLEGE
Memorandum of Understanding

2011-2012 School Year

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 Technology, Welding, and Health Occupations. 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, 2011.
 - 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, 2011.
 - 1.3. Actual student enrollments will be certified by October 30, 2011, for the Fall semester and by March 30, 2012 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, 2011 for the Fall semester and March 30, 2012 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 2011-12 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, 2012.
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 2011-12 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 2011-12 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 2011-12 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 2011-12 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

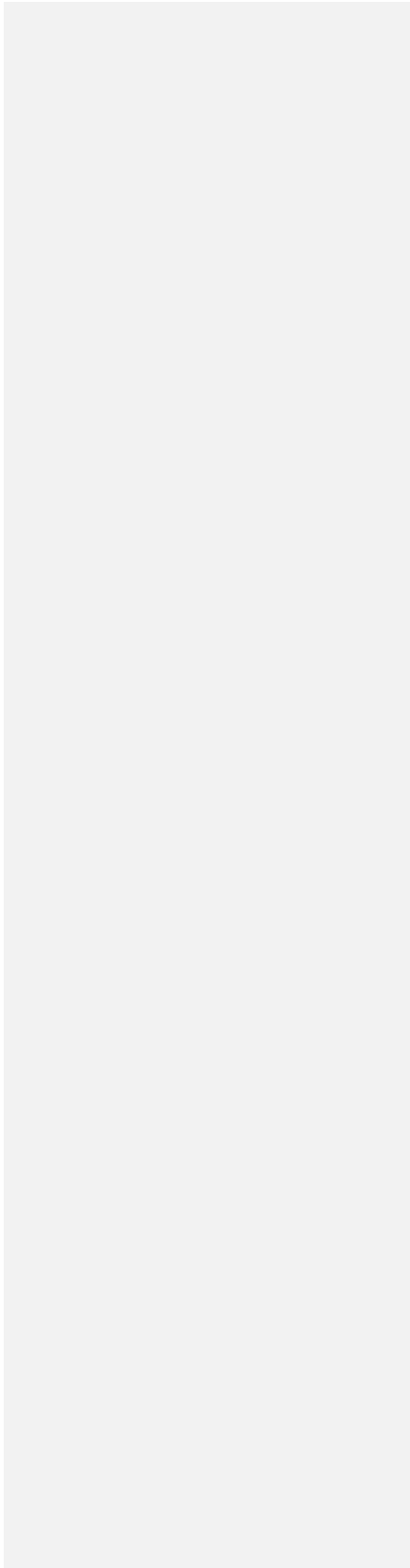
The Board of Education of
Unified School District 413
(Chanute Public Schools)

Date

A Special Projects Addendum (check one):

Is attached and incorporated herein.

Is not attached.



**Special Projects Addendum
2011-12**

The priority construction technology projects for the 2011 – 2012 academic year are as follows:

1. Continue to produce the Greenbush Cabins. (Greenbush Budget)
2. Complete NCCC softball facilities, contingent upon review of blueprints. (NCCC Budget)

Agenda Item IX-D: Agreement with Cowley County-Paramedic Program

Cowley College and Neosho County Community College wish to collaborate to offer Paramedic education and training within the service area of Neosho County Community College. NCCC will train students up to the EMT level and provide the necessary general education courses. Cowley College will bring paramedic faculty to our service area to provide the upper level EMT/MICT courses required for the 2-year paramedic associate of applied science degree.

Resolution 2011-52

RESOLVED, that the Board of Trustees of Neosho County Community College approves the agreement to provide Paramedic training at Neosho County Community College by Cowley College.

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

**AGREEMENT TO PROVIDE Paramedic (MOBILE INTENSIVE CARE TECHNICIAN
[Paramedic]) TRAINING AT NEOSHO COUNTY COMMUNITY COLLEGE BY
COWLEYCOLLEGE**

This agreement (the Agreement) is made on June 1, 2011 by and among Cowley College and Neosho County Community College (the Institutions).

WITNESSETH:

WHEREAS, the institutions desire to cooperate in the education of Paramedic students; and

WHEREAS, the institutions wish to provide Paramedic education and training within the Neosho County Community College service area in Kansas leading to an Associate of Applied Science Degree (or certificate if the student already has a degree) to be awarded by Cowley College;

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements herein, the parties here agree as follows:

1. The institutions agree to collaborate to offer Paramedic education and training within the service area of Neosho County Community College.
2. Unless otherwise described in the Agreement, the institutions agree to establish a program and schedule for the purpose of defining the curriculum and establishing the parameters in which Paramedic students will participate in academic courses and clinical experiences for the training of Emergency Medical Technician-Paramedics. Any and all curricula developed by Cowley College shall comply with all applicable requirements of the "Essentials" of the Committee on Accreditation of Education Programs for the EMS Professions for Emergency Medical Technician - Paramedic Education and the Commission on Accreditation for Allied Health Education Programs (CAAHEP), as well as all applicable requirements of the academic institution in order to qualify the students for the Associate of Applied Science Degree (or certificate of completion if the student already has an Associate Degree or higher) and the right to sit for the National Certification and Registry Examinations.
3. At least one administrative representative from each of the institutions will have the responsibility to oversee the academic and administrative operations of the program and facilitate coordination of activities in order to ensure achievement of program goals and objectives. Programmatic policy making shall be within the framework of Federal and State laws, professional requirements of the State and national accreditation agencies and in consideration of policies and operating procedures of the institutions.
4. The Cowley College EMS Advisory Committee will provide advice and

guidance in achieving academic goals and objectives. At least one member of this committee shall be a representative from Neosho County Community College.

5. Neosho County Community College will designate a representative who will work collaboratively and cooperatively with the Cowley College program director to ensure that policies and procedures that concern admissions, advisement, curriculum, instruction, and academic standards are carried out on a day-to-day basis.
6. Both institutions will be organized to recruit students into the program, follow preexisting criteria for admission into the professional component, review student's records and identify students to fill the program. The program admission decision shall follow established Cowley College guidelines.
7. The program's curriculum will have both a pre-professional and a professional component. The pre-professional component will include necessary remediation and general education courses that may be obtained from either institution or other accredited colleges or universities.
8. The Cowley College faculty will meet the minimum requirements for employment as outlined in the Standards and Guidelines of an Accredited Education Program for the Emergency Medical Technician-Paramedic and will be considered faculty or adjunct faculty by the college. Evaluations will be conducted annually and their appointments will be for one year subject to annual review by Cowley College.
9. The expenses of the program will be borne by Cowley College.
10. Students who are admitted to the program shall enroll at Cowley College. All tuition and fees from the program will be received by Cowley College. Cowley College bookstore shall provide textbooks that may be purchased by the students who enter the program.
11. Student tuition, fees, and other costs shall be the same for all Cowley College Paramedic students, regardless of where they complete the program (all Cowley County residents receive a slightly lower tuition).
12. Administration and budgeting for all student services, such as financial aid, advertising, counseling, admissions, registration, and placement will be provided by Cowley College.

13. Students enrolled in the program will be provided access to Cowley's library, computer facilities, math, and writing centers on their home campus. Students who are dual-enrolled at both schools shall have access to library, computer facilities, and math and writing centers at both institutions. The students will also be provided access to the medical libraries of the hospitals (as available).
14. Both institutions will provide periodic orientation programs for enrolled Paramedic program students. These sessions shall be provided by Cowley College and Neosho County Community College personnel from the EMS faculty or admission's department.
15. Cowley College will award a Certificate of Completion or Associate of Applied Science Degree to the students who successfully complete the program.
16. Cowley College shall continuously evaluate the program effectiveness on an on-going basis. Program changes shall be made in accordance with needs identified by the program director and/or Cowley College EMS Advisory Committee. Neosho County Community College shall periodically review the effectiveness of this educational arrangement and make suggestions whenever deemed necessary.
17. Cowley College will maintain program accreditation by the Committee on Accreditation of Education Programs for the EMS Professions for Emergency Medical Technician-Paramedic Education and CAAHEP for as long as this agreement is in effect. Each program shall also be approved by the Kansas Board of EMS.
19. Students must follow all policies and procedures previously established by Cowley College and Neosho County Community College. The program will follow the published Neosho County Community College academic calendar. Students must follow all policies and procedures previously established by the EMS education division at Cowley College.
20. A student handbook/syllabus will detail all expenses associated with participation in the program. Both institutions and students shall have full access to this information.
21. Both institutions shall provide advising services for prospective students. Cowley College agrees to provide initial Paramedic advisor training at Neosho County Community College and as the need arises.
22. Cowley College will procure and secure all clinical and field internship affiliation agreements. In addition, Cowley College will provide all clinical and field internship site educational coordination, supervision, and education.
23. All Paramedic students in a clinical or field area shall wear appropriate uniforms as designated by Cowley College.

24. No person acting within the scope of his or her authority and responsibility at either institution shall discriminate against any student, faculty member or employee on the basis of race, creed, color, national origin, ancestry, age, religion, marital status, affectional or sexual orientation, familial status, sex or handicap.
25. Cowley College agrees to provide at least one program and may provide additional programs in the following years. It is the intention of Cowley College to start a new cohort of students annually.
26. Neosho County Community College will provide classroom, laboratory and office space at one of their campuses to meet the needs of the satellite Paramedic program in both quality and quantity to meet the standards of the Kansas Board of EMS and the Committee on Accreditation of Education Programs for the EMS Professions. Neosho County Community College will provide telephone, FAX, internet services for the Paramedic program faculty. Neosho County Community College will pay for operational expenses, such as utilities, custodial services and clerical help incurred by the Paramedic program. Neosho County Community College will not cause the Paramedic students to pay tuition for the Paramedic technical classes. A charge at the rate of \$1000, to offset operational costs, shall be assessed Cowley College each semester (spring, summer and fall). If Neosho County Community College brings a mutually agreed upon program to a Cowley College campus, this fee shall be waived and neither college will be expected to submit fees to either to cover operational costs.
27. Cowley College shall place at least four multimedia computers in the classroom that can be used by other Neosho County Community College students or staff if desired. Internet access and IT maintenance shall be provided by Neosho County Community College.
28. This Agreement shall take effect on the 1st day of June, 2011. It shall be automatically renewed on the same date for each succeeding year unless either institution gives written notice of intention to terminate the Agreement. After such notice has been given, no new students will be accepted into the program.
39. This Agreement may be modified only upon the consent of both institutions. If either institution disagrees with a proposed modification, this agreement shall be considered null and void when the other party notifies the other, in writing, that the agreement is no longer in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated following each signature below.

Cowley College
Arkansas City, Kansas

Neosho County Community College
Chanute, Kansas

By _____
Dr. Patrick J. McAtee
President

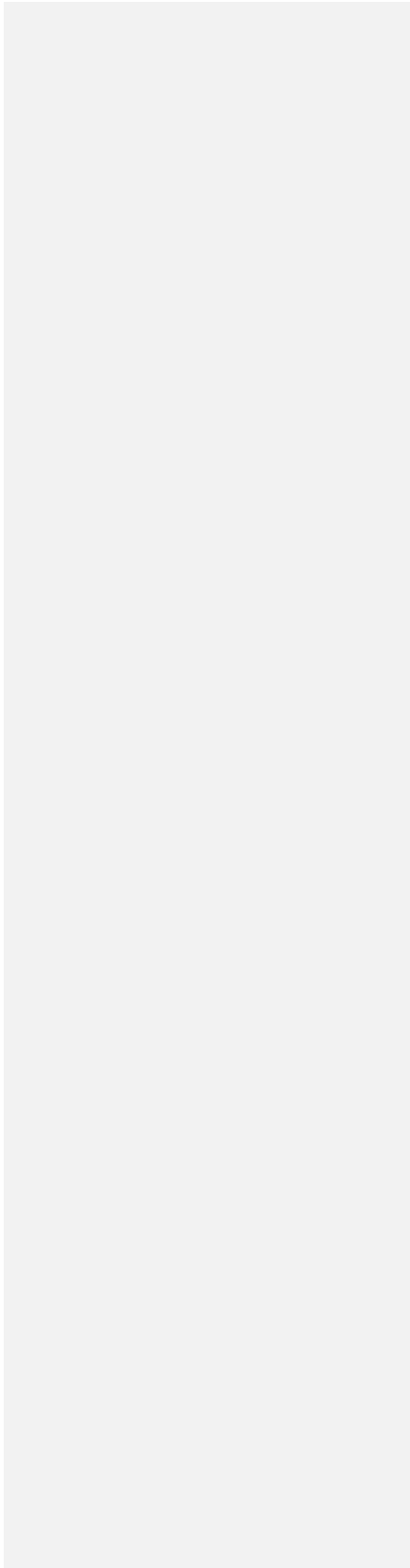
By _____
Dr. Brian Inbody
President

By _____
Albert Backastow, Jr
Chair, Board of Trustees

By _____
David Peter
Chair, Board of Trustees

Date _____

Date _____



Agenda Item IX-E: Performance Agreements

Every three years the Kansas Board of Regents (KBOR) requires all institutions to state a list of goals to be accomplished over the next few years. This list is called the Performance Agreements. The goals must follow a set of criteria and must conform to certain goal categories. The goals must be “stretch” goals in that they must be challenging to achieve. Failure to set these goals to the satisfaction of KBOR or failure to adequately achieve the goals can result in the state “freezing” all or part of any “new” state allocations (moneys in excess of last year’s allocation) for one year. KBOR considers this Performance Agreement to be a binding contract between the state Regents and the local boards of control. The agreement is ratified by KBOR in the fall and is a calendar year program. We begin working to complete it in January and must complete the yearly targets by December. The following March NCCC submits a report to KBOR of our progress in completing the targets.

The prescribed form follows with a detailed list of NCCC’s stated goals and the indicators used to measure whether the goal has been obtained. For 2012 and beyond the Performance Agreement Goals have been aligned with Foresight 2020, the KBOR strategic plan.

If the NCCC Board approves this Performance Agreement for 2012-2014, it will be submitted to KBOR for review and approval.

The administration asked that these Performance Agreements be approved and that Dr. Inbody be given the ability to make changes as required by the KBOR Academic Affairs Standing Committee.

Resolution 2011-53

RESOLVED, that the Board of Trustees of Neosho County Community College approves the 2012-14 Performance Agreements and authorizes Dr. Inbody to make changes as required by the KBOR Academic Affairs Standing Committee.

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

Instructions for Completing the Performance Agreement Application

Provide the following information in the **PERFORMANCE AGREEMENT**:

1. Identify the **PERFORMANCE INDICATOR** that will be used to determine progress toward goals. Be as specific and as succinct as possible. The performance indicator may be quantitative or qualitative.
2. Show the **THREE YEAR PERFORMANCE HISTORY**, i.e., value of the performance indicator for the most recent three-year period, if available.
3. Show **TARGETS** for the next 3 years. Targets must be expressed in terms of the performance indicator identified in the first column.
4. **PERFORMANCE OUTCOME and EVALUATION** should be left blank.
5. At least one institutional goal must support Foresight 2020 Goal 4. Institutional goals must support two additional Foresight 2020 Goals selected from Goals 1, 2, 3, 5 and 6.
6. The narrative should not repeat information in the table. Instead, the narrative should provide explanation of the table.

Instructions for Narrative to Accompany the Performance Agreement Application

1. **Institutional Goal 1:** List goal exactly as it appears in the summary table.

Performance Indicator 1: Use the same description that appears in the first column of the form.

a. Data Collection: Describe **EXACTLY** how the data for the performance indicator will be collected. For example, if the data is “retention,” describe exactly how retention will be calculated.

b. Targets: Describe the rationale for selecting the targets in order for the Board to determine the degree of difficulty in achieving the target. (Note: Targets must be expressed in terms of the performance indicator/data. For example, if the performance indicator is “retention,” the targets should be expressed in terms of the actual retention figures expected in the next 3 years.)

Continue in the same fashion for all indicators for this goal.

Comments: Include comments that are **ESSENTIAL** to understanding the goal. Comments are optional.

And so on up to five goals.

Performance Agreement

Institution: Neosho County Community College		Contact Person: Jim Genandt	Contact phone & e-mail: 620.431.2820.212 jgenandt@neosho.edu	Date: 6/10/11
Foresight 2020 Goal 1: Achieve alignment between preK-12 and higher education systems and continue to enhance alignment between higher education institutions.				
Institutional Goal:				
Performance Indicator	3-Year History	Targets	Performance Outcome	Evaluation

NARRATIVE — INSTITUTIONAL GOAL 1(Title Only):

Performance Indicator 1(Title Only):

Data Collection:

Targets:

Performance Indicator 2(Title Only):

Data Collection:

Targets:

Performance Indicator 3(Title Only):

Data Collection:

Targets:

Performance Indicator 4(Title Only):

Data Collection:

Targets:

Performance Indicator 5(Title Only):

Data Collection:

Targets:

Comments (optional):

Foresight 2020 Goal 2: Achieve participation in the state's higher education system that better reflects the state's demography and more fully engages adult learners.

Institutional Goal Increase participation in Adult Basic Education, Allied Health, and on the Ottawa campus

Performance Indicator	3-Year History	Targets	Performance Outcome	Evaluation
Increase the number of ABE students served by outreach education (Foresight 2020 - Objective 2.5)	2009 - 67 2010 - 77 2011 - 97	2012 - 107 2013 - 117 2014 - 127		
Increase the number of students enrolled in surgical technology and occupational therapy assistant programs (Foresight 2020 - Objectives 2.2, 2.3, 2.4)	2009 - 0 2010 - 0 2011 - 16	2012 - 20 2013 - 25 2014 - 30		
Increase the number of students served by the Ottawa campus (Foresight 2020 - Objectives 2.2, 2.3, 2.4, 3.2)	2009 - 1334 2010 - 1388 2011 - NA	2012 - 1448 2013 - 1508 2014 - 1568		

NARRATIVE — INSTITUTIONAL GOAL 2(Title Only): Increase participation in Adult Basic Education, Allied Health, and on the Ottawa campus

Performance Indicator 1(Title Only): Increase the number of ABE students served by outreach education (Foresight 2020 - Objective 2.5)

Data Collection: PABLO is the Student Information System software used in ABE grants and will be used for data collection for this target. Students served in the NCCC and Fort Scott outreach site have been documented since 2006. The data will be collected for the entire outreach consortium beginning in 2011.

Performance Indicator 2(Title Only): Increase the number of students enrolled in surgical technology and occupational therapy assistant programs

Data Collection: Enrollment numbers identified through the NCCC Jenzebar student management system as verified by the NCCC registrar.

Targets: Due to the newness of the surgical technology program on the Ottawa and Chanute campuses and the occupational therapy assistant program on the Ottawa campus, the targets have been set conservatively. These targets are in accordance with required Title III goals.

Performance Indicator 3(Title Only): Increase the number of students served by the Ottawa campus

Data Collection: Enrollment numbers identified through the NCCC Jenzebar student management system as verified by the NCCC registrar. Numbers will NOT include those enrolled in Surgical Technology or Occupational Therapy Assistant to avoid "double counting" students in two targets.

Targets: Enrollment at the Ottawa campus decreased in recent years and now is beginning to bounce back. The College is focusing resources on marketing and advertising campaigns designed to increase all age groups of students at the campus. Not only will we attempt to recruit new students but also keep the students through graduation that begin at Ottawa. The College has built a Teaching and Learning Center at Ottawa designed to improve retention rates through enhanced tutoring, computer access, and study areas.

Performance Indicator 4(Title Only):

Data Collection:

Targets:

Performance Indicator 5(Title Only):

Data Collection:

Targets:

Comments (optional): NCCC, in cooperation with four other community colleges, runs one of the largest ABE programs in Kansas. It is this consorsuim's goal to grow larger and serve additional students with hopes that these newly educated students will go on to gainful employment and for additional education. In the second target NCCC will attempt to grow our fledgling programs in surgical technology and occupational therapy

assistant. These programs were created through Title III funds. Finally, NCCC seeks to improve the number of students served at the Ottawa campus. Recently, the College invested \$8.1 million for a new facility in Ottawa. We will be focusing our efforts to improve marketing in this area and be the college of first choice for students in that area.

Foresight 2020 Goal 3: Achieve measureable improvement in persistence (retention) and completion (graduation) rates for higher education across the state.				
Institutional Goal Provide needed, trained workforce through transition of ABE students into career and technical programs, certification of allied health students, and certificate/degree completers at the Ottawa campus.				
Performance Indicator	3-Year History	Targets	Performance Outcome	Evaluation
Increase the number of adult basic education students transitioned into collegiate level career and technical education programs (Foresight 2020 - Objective 3.1, 3.4, 2.7)	2009 - NA 2010 - NA 2011 - Baseline	2012 - Baseline +2% 2013 - Baseline +4% 2014 - Baseline +6%		
Increase the number of Surgical Technology and Occupational Therapy Assistant program completers who become certified. (Foresight 2020 - Objective 3.1, 3.4)	2009 - 0 2010 - 0 2011 - 0	2012 - Baseline Year 2013 - Baseline +5 2014 - Baseline +10		
Increase the number of certificate/degree completers at the Ottawa campus (Foresight 2020 - Objective 3.1, 3.3, 3.4)	2009 - 147 2010 - 136 2011 - N/A	2012 - 145 2013 - 160 2014 - 176		

NARRATIVE — INSTITUTIONAL GOAL 3(Title Only): Provide needed trained workforce through transition of ABE students into career and technical programs, certification of allied health students, and certificate/degree completers at the Ottawa campus.

Performance Indicator 1(Title Only): Increase the number of adult basic education students transitioned into collegiate level career and technical education programs

Data Collection: PABLO software will be the data collection method. It is important to note that the ABE program is undergoing a transformation

in how adult education is delivered. It is our goal to incorporate greater career guidance into the ABE/GED program. Additionally, we want students to exit ABE at a high skill level and seamlessly begin a certificate or degree program without having to take developmental courses, which is seen as a barrier to beginning post-secondary education.

Targets: The College is being quite aggressive here with an expectation to increase that percentage by 2% per year. Recently, NCCC created a consortium with four other community colleges to combine our ABE programs. As this is a new group, it is difficult to predict what the combined colleges will produce under the new leadership. There is no data history to draw from for this consortium. We will set the baseline in the first year and build aggressively from there.

Performance Indicator 2(Title Only): Increase the number of Surgical Technology and Occupational Therapy Assistant program completers who become certified.

Data Collection: Completer numbers identified through the NCCC Jenzebar student management system as verified by the NCCC registrar. Additionally, we will require students to inform us and to provide proof as to how they fared on the certification exams.

Targets: The first year of the performance agreement will set the baseline. Students in the first cohort will complete in May of 2012 which will be the first set of certified completers to serve as the baseline. An increase of 5 certified completers per year is anticipated.

Performance Indicator 3(Title Only): Increase the number of certificate/degree completers at the Ottawa campus

Data Collection:

Targets:

Performance Indicator 4(Title Only):

Data Collection:

Targets:

Performance Indicator 5(Title Only):

Data Collection:

Targets:

Comments (optional):

Foresight 2020 Goal 4: Ensure that students earning credentials and degrees across the higher education system possess the foundational skills essential for success in work and in life.

Institutional Goal Improve student learning in Adult Basic Education, Allied Health Programs, and in technical literacy				
Performance Indicator	3-Year History	Targets	Performance Outcome	Evaluation
Increase the percentage of Adult Basic Education (ABE) students, who complete educational gains.	2009 - N/A 2010 - N/A 2011 - Baseline Year	2012 - Baseline +1% 2013 - Baseline +2% 2014 - Baseline +3%		
Increase the number of surgical technology and occupational therapy assistant students who are successfully placed into the workforce or who transfer for additional education.	2009 - 0 2010 - 0 2011 - 0	2012 - Baseline Year 2013 - Baseline + 1% 2014 - Baseline + 2%		
Improve the technical literacy of students measured by online certification.	2009 - 0 2010 - 403 2011 - NA	2012 - 800 2013 - 1200 2014 - 1600		

NARRATIVE — INSTITUTIONAL GOAL 4(Title Only): Improve student learning in Adult Basic Education, Allied Health Programs, and in technical literacy

Performance Indicator 1(Title Only): Increase the percentage of Adult Basic Education (ABE) students, who complete educational gains.

Data Collection: The ABE program uses PABLO software to input literacy and numeracy scores based on CASAS diagnostic testing at entry and exit. Educational gains refer to the pre and post-testing completed through standardized testing using CASAS. A student takes a CASAS appraisal test in reading and mathematics upon entrance to our program for placement in the correct level. The student then takes the pre-test in their indicated level in reading and in math. A prescription for study is developed from the pre-test and the student receives instruction based on this prescription for 70 to 100 hours, at which time the appropriate post-test is administered as indicated by the suggested next test chart to determine the educational gain. This data is reported on a quarterly basis, with the reporting year running July 1 through June 30. The most current year's data will be used for performance agreement reporting and the period of time will be noted.

Targets: The targets for 2012 through 2014 are incremental, with the goal of obtaining 1% gain of ABE students completing educational gains at the end of this timeframe. These targets are in line with ABE grant targets.

Performance Indicator 2(Title Only): Increase the number of surgical technology and occupational therapy assistant students who are

successfully placed into the workforce or who transfer for additional education.

Data Collection: As part of data gathering for Carl Perkins Grant requirements, the College must follow up on graduates to see if they do, in fact, find jobs in their preferred area of study.

Targets: In 2012 we will establish a baseline of the number of students who have found jobs in these two programs and then attempt to improve on that total by 1% each year. As these are new programs, it is difficult to estimate how much of a "stretch" target this is, but data from previous new programs would indicate that this target can be accomplished. Outside factors, such as the strength of the economy, changes in insurance provisions and other issues may play an important, and perhaps decisive role in this target.

Performance Indicator 3(Title Only): Improve the technical literacy of students measured by online certification

Data Collection: This indicator will be measured by the number of students who complete the free online certification course recommended to any student wanting to take online courses.

Targets: We have only one year of complete data on the number of students who have become certified, online learners. It is our stretch target to double that number in 2012 and improve from there.

Performance Indicator 4(Title Only):

Data Collection:

Targets:

Performance Indicator 5(Title Only):

Data Collection:

Targets:

Comments (optional):

Foresight 2020 Goal 5: Enhance alignment between the work of the state's higher education system and the needs of the Kansas economy.				
Institutional Goal				
Performance Indicator	3-Year History	Targets	Performance Outcome	Evaluation

NARRATIVE — INSTITUTIONAL GOAL 5(Title Only):

Performance Indicator 1(Title Only):

Data Collection:

Targets:

Performance Indicator 2(Title Only):

Data Collection:

Targets:

Performance Indicator 3(Title Only):

Data Collection:

Targets:

Performance Indicator 4(Title Only):

Data Collection:

Targets:

Performance Indicator 5(Title Only):

Data Collection:

Targets:

Comments (optional):

Foresight 2020 Goal 6: Enhance the regional and national reputation of Kansas universities through aspirational initiatives.

Institutional Goal

Performance Indicator	3-Year History	Targets	Performance Outcome	Evaluation

NARRATIVE — INSTITUTIONAL GOAL 5(Title Only):

Performance Indicator 1(Title Only):

Data Collection:

Targets:

Performance Indicator 2(Title Only):

Data Collection:

Targets:

Performance Indicator 3(Title Only):

Data Collection:

Targets:

Performance Indicator 4(Title Only):

Data Collection:

Targets:

Performance Indicator 5(Title Only):

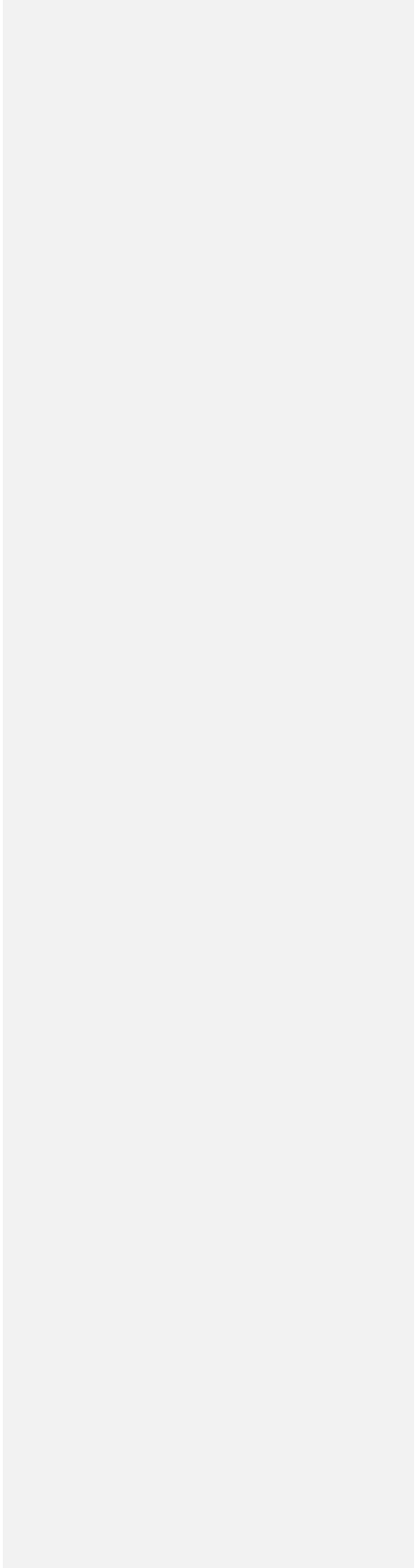
Data Collection:

Targets:

Comments (optional):

KBOR use only: Institution Name:
Summary of changes from the previous approved performance agreement
Response to any Board comments on the previous approved performance agreement
Recommendation and Comments
<small>561.09</small>

Board of Trustees Meeting
June 9, 2011



Agenda Item IX-F: Debt Collection Agreement

Grades and transcripts are not released to a student until their financial obligations are met. Many times a student not will have the need to request grade or transcript information for several years. Third party collection efforts are a means of getting students to honor their financial obligations to the College. NCCC has had on ongoing debt collection relationships with Credit World Services (CWS), Mission Kansas and the State Set-Off Program. As third party collection agents, each have been great to work with and have successfully collected thousands of dollars in uncollectable accounts for the NCCC each year. The College plans to continue working with both of these agencies.

Administration and staff are constantly seeking avenues to improve cash flow and move the College forward. Secondary placement of unpaid accounts is an additional opportunity to increase cash receipts to the institution. S & S Recovery, Inc., Memphis, Tennessee has provided the opportunity for the NCCC to establish a relationship with them as a secondary placement agent on accounts that CWS has not successfully collected.

The College is mindful of possible repercussions of becoming excessively aggressive with collection efforts. S&S Recovery Inc. prides itself on providing excellent customer service and understands the relationship between the institution and its alumni is a delicate one and requires special handlings. Accounts are handled with collection efforts through courteous interaction with the customer. S&S Recovery maintains ethical and lawful collection efforts with every account. Threats, intimidation and harassment are not used as a means of collection.

It was the President's recommendation that Neosho County Community College enter into a debt collection agreement with S & S Recovery, Inc. A copy of the debt collection agreement with S & S Recovery, Inc has been reviewed by attorney Kent Pringle and is attached with this recommendation.

Resolution 2011-54

RESOLVED, that the Board of Trustees of Neosho County Community College approves executing the debt collection agreement with S & S Recovery, Inc. as presented.

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



DEBT COLLECTION AGREEMENT

This Agreement is made this ___ day of _____, 2011, between Neosho County Community College ("Institution") and S & S Recovery, Inc. ("Collector");

RECITALS

- A. Institution occasionally has certain unpaid accounts for tuition, room, board, and/or loans and/or miscellaneous expenses that it is unable to collect through ordinary Institution collection efforts; and
- B. Collector is experienced, staffed and equipped to collect unpaid accounts as they may be referred to Collector by Institution.

TERMS

In consideration of the mutual covenants and conditions contained in this Agreement, Institution and Collector agree as follows:

1. Referral of Accounts.

- a. Collector agrees to accept for collection, and to promptly undertake the collection of, such unpaid accounts as Institution refers to it for collection upon the terms and conditions set forth in this Agreement. Collector shall attempt contact with the debtor within thirty (30) days after referral by Institution of any such account.
- b. Collector agrees that any information provided by Institution on the debtor will be used solely for the purpose of skip tracing and/or collecting the account placed by the Institution. This information will be held in the strictest confidence.

2. Term.

This Agreement shall be for a term commencing ending N/A (see #11 Termination)

3. Compensation

For services rendered in collection of accounts referred to Collector under this Agreement, Institution shall pay to Collector a commission as follows:

Account Receivable/ Institution Loans

- a. 25 % of the amount collected by Collector on all first placement accounts;
- b. 33.3 % of the amount collected by Collector on all second placement accounts;
- c. 40 % of the amount collected on accounts by Collector that require litigation.

Perkins Loans/Nursing Loans

- a. 23% of the amount collected by Collector on all first placement accounts;
- b. 23.5% of the amount collected by Collector on all second placement accounts;
- c. 23.5% of the amount collected on accounts by Collector that require litigation.

Except for advanced court costs, the commission shall be the sole consideration paid to Collector, and Institution shall not be liable for any costs or expenses incurred by Collector in the collection of accounts, including attorney fees or other legal charges. No commission shall be invoiced or paid for any collections received outside the period of this contract. Collector shall be entitled to the commission or monies collected on accounts assigned before the termination of this Agreement, provided that such monies are collected within thirty (30) days following the termination date of this Agreement, unless otherwise agreed to in writing by Institution. Once judgment has been obtained in a litigated matter, monies from the first collection will be applied toward Collector(s) advanced court costs. After advanced court costs are collected in full, then client will receive its portion of future payments as agreed upon.

4. Collection of Accounts.

Collector will exercise due diligence to effect collection of all such accounts referred and will employ such lawful means, methods and procedures as in its judgment, discretion and experience it believes will effect collections. Except for advanced court costs, the commission described in this Agreement shall be the only charge to Institution for such services. In the collection of accounts under this Agreement, Collector will not harass or exert undue pressure on delinquent debtors or employ any procedure that would cast discredit upon Institution, defame or misrepresent Institution. Collector shall not violate any guidelines concerning the collection of accounts established by the Federal Trade Commission or the State of Tennessee, FERPA, and shall comply with all applicable federal, state, and local laws and regulations with regard to collection practices and procedures, including, but not limited to the Fair Debt Collection Practices Act (15 USC § 1692).

5. Settlement and Compromise of Accounts and Costs of Collection.

Collector shall have no authority to file any legal action on any account without prior written authority of Institution. Institution is to be notified of any attorney/collector plans to use in the collection of any matter and the Institution may reject Collector's suggestion and designate another attorney to prosecute the actions. Collector shall be responsible for paying all costs expended for the collection of any account. No account referred to Collector shall be compromised or settled for less than the full amount without written consent of Institution. If there is any claim that the account is incorrect, such claims shall be referred to Institution for review and advice.

6. Reports and Remittance of Funds due Institution.

- a. Collector will prepare and give to Institution by the 15th day of each month, a report of all income, collections and disbursements of the prior month, together with all funds due Institution for that prior month.
- b. Such reports shall include the designations of accounts collected, the original amount to be collected, and the total amount collected to date, all accounts determined to be uncollected and the reasons therefore.
- c. Collector will, at the same time, prepare and submit monthly a list of all accounts for which no amounts were collected.
- d. Reports shall be confidential, and may only be released to others when permitted by Institution.

7. Payments on Accounts.

Should payments be made directly to Institution on any account referred to Collector, Institution shall promptly notify Collector in writing of such fact. For each such individual payment or paid account, Collector may request authorization to retain an amount commensurate with Collector's commission percentage from the collected payments being remitted to Institution.

8. Recall of Accounts.

Institution may at any time, in writing, recall any account that has been referred to Collector under this Agreement; and upon such recall, Collector shall immediately return such account, including any applicable files, to Institution and conclude its action thereon without any further charge to Institution on such account. Except court cost that may have been advance by collector.

9. Suspension of Collection.

When requested by Institution, in writing, Collector shall suspend its collection efforts on any account and take no further action thereon until notified by Institution.

10. Tax Offset

Collector doesn't earn commission on money that's collected by the Tax Offset Program unless authorized by Institution in writing. Client Authorized (**Yes**)

11. Termination.

Institution or Collector may terminate this Agreement at any time upon thirty (30) days written notice by either party to the other. If Collector fails to fulfill in a timely manne its obligations under this Agreement, or if Collector shall violate any of its terms, Institution may terminate this Agreement immediately and Collector will be liable for any damages as a result of its breach.

12. Return of Accounts on Termination of Agreement.

Should this Agreement for any reason be terminated, Collector shall take the following actions:

- a. Cease collections on all accounts submitted by Institution and shall return such accounts, including any applicable files, to Institution along with all collections due Institution, less Collector's earned commission; and advanced court costs
- b. Provide a written report to Institution on the status of all uncollected accounts;
- c. Within thirty (30) days of the termination of this Agreement, Collector shall promptly transfer to Institution any payments received on Institution's accounts, less Collector's commission and advanced court costs.

13. Indemnification.

Collector shall defend, indemnify and hold harmless Institution, its Board of Trustees, officers, employees, and agents against any and all claims, costs, demancs, attorney's fees, causes of action, losses or damage that may arise as the result of any action or conduct by Collector or its agents or employees in the collection of accounts under this Agreement.

14. Assignment.

No assignment of this Agreement by Collector shall be valid without the written consent of Institution.

15. Notice.

Any notice to either party hereunder must be in writing, and signed by the party giving it. Writer notice shall be served (1) by hand, (2) through the United States Mail, postage prepaid, registered or certified, return receipt requested, or (3) through Federal Express, Express Mail, or other expedited mail or package service, if a receipt showing the delivery has been retained, addressed as follows:

To Institution:
Attn: Sondra K. Solander
Neosh: Co. Community College
800 W. 14th St.
Chanute, KS 66720

To Collector
Attn: John Welborn
S & S Recovery Inc
4210 Altruria Rd Suite 131
Bartlett, TN 38135

or to such other addressee as may be hereafter designated by written notice. Notice shall be effective upon receipt and receipt shall be deemed given (1) days after such notice has been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, (2) one business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery not later than the next business day, or (3) upon hand delivery to the address and person designated.

16. Governing Law; Forum.

This Agreement shall be governed by and construed under the laws of the State of Tennessee and shall be the forum for any lawsuits arising from an incident to this Agreement.

17. Severability.

If any provision of this agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

18. Non-Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

19. Modification.

This Agreement may be amended at any time only upon mutual agreement in writing of the parties.

20. Non-Discrimination.

In fulfilling the obligations contained in the Agreement, Collector and all those under the direction of Collector involved in the performance of this contract will not unlawfully discriminate against any individual on the basis of race, color, national origin, religion, sex or disability, status as a disabled veteran, or veteran of the Vietnam era.

21. Entire Agreement.

a. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the above paragraph on "Modification."

b. With regard to the services performed by Collector for Institution under this Agreement, it is understood that Collector is acting as an independent contractor.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this day of of , 2011

22. Bankruptcy

Understood that Institution should let Collector know about any Bankruptcy they have knowledge of on accounts they send to Collector.

23. Pre-Collect Letter Service

Collector agrees to send out on collector letterhead, at no charge to the Institution as a final attempt to collect delinquent accounts prior to full service debt collections. Once collector has all necessary information our letters will be drafted and mailed. We will hold accounts in a pre-collect status until the designated date that Institution and collector have agreed on. Collector will not earn any commission on accounts that are paid or Institution sets arrangement to pay within the time frame agreed upon. If an account does not pay balance in full or keep agreement made with Institution, then collector will confirm balances with Institution and collection efforts will begin. Also if an agreement is broken after collector closes file, then at the written consent for the Institution, collector may reactivate account and start collection efforts.

24. Perkins Contract between Institutions and a Third Party Service:

S & S Recovery, Inc agrees to comply with all applicable statutory provisions of or applicable to Title IV of the Higher Education Act of 1965, as mentioned in Federal Regulation 34 CFR, Part 668.25 as well as any other federal or state law, rule or regulation applicable to its activities hereunder, including without limitation the Family Educational Rights and Privacy Act.


25. The provisions found in Contractual Provisions Attachment (Form DA-146a, rev. 1-01) which is attached hereto, are hereby incorporated in this contract and made a part thereof.

INSTITUTION:
Neosho County Community College

By: _____
(Signature)

(Printed Name)

COLLECTOR:
S & S Recovery Inc.

By: 
(Signature)

Thomas M. Harper
(Printed Name)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ___ day of _____, 20__.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 30 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.)
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violator shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 45-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

-- The community college and board of trustees shall be responsible solely for their own actions or failure to act. (71-201a(a))
-- The community college and board of trustees shall not indemnify or hold harmless resulting from actions or failure to act by any party other than the board of trustees or the community college. (71-201a(b))
-- The community college and board of trustees cannot submit to the jurisdiction of any court other than the courts of the State of Kansas. (71-201b(c))

Board of Trustees Meeting
June 9, 2011

Agenda Item IX-G: Athletic Insurance Renewal

Dissinger Reed Insurance Services, the College's current athletic insurance broker, recommended the College continue athletic insurance coverage through QBE Specialist Insurance. The premium for 2011-12 will remain at the 2010-11 rate of \$64,900. The coverage includes \$0 deductible, \$25,000 Accident Medical Expense, AD & D-\$10,000, HMO/PPO and Expanded Medical Benefits, and an incurring period of 1 year.

Additionally, they recommended continuing Catastrophic Coverage from Mutual of Omaha for \$6,768 per year. This represents an increase of \$600 in the premium on the Catastrophic Coverage from Mutual of Omaha.

It was the President's recommendation that the Board accept the proposal from Dissinger Reed Insurance Services to provide athletic insurance through QBE Specialist and Mutual of Omaha.

Resolution 2011-55

RESOLVED, that the Board of Trustees of Neosho County Community College approves purchasing the College's athletic injury insurance with QBE Specialty Insurance for \$64,900 with catastrophic insurance from Mutual of Omaha in the amount of \$6,768 for the coming academic year.

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

Board of Trustees Meeting
June 9, 2011

Agenda Item IX-H: New Position for Title III OTA Program

Early on in the accreditation processes the College was made aware by the Accreditation Council for Occupational Therapy Education (ACOTE) that the equivalent of one director and one FTE equivalent instructor were required for program accreditation. Two .5 FTE instructors are acceptable. In order to cover the anticipated scheduling of courses, this is the option chosen.

One of the instructors, the grant-paid instructor, will serve as clinical coordinator and will start October 1, with the start of Year 3 of the Title III grant. The second instructor will start later, after we have achieved "developing program status" with ACOTE. This second instructor will be institutionally funded.

The job descriptions are attached.

Resolution 2011-56

RSOLVED, that the Board of Trustees of Neosho County Community College approves two part-time positions of Occupational Therapy Assistant Field Coordinator/Instructor, one starting October 1, 2011 and the second position starting when the program has achieved "developing program status" with ACOTE.

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

Occupational Therapy Assistant Clinical Coordinator/Instructor

Reports to: Occupation Therapy Assistant Program Developer

Classification: Half-time, 12-month Employee

Pay Status: Administrative

Vacation/Sick Leave/Regular Holidays per Board Policy

Starting Salary: \$24,000

Purpose of Position: The Occupational Therapy Assistant Clinical Coordinator reports to the Occupational Therapy Assistant Program Director, and is responsible for coordination of clinical sites, student placement and tracking, teaching and program maintenance, as well as assisting in others areas as needed. This position will be institutionalized as a half-time Occupational Therapy Clinical Coordinator after Year 5 of the Title III grant.

Essential Functions:

1. Program/Curriculum Development and Instruction
 - a. Conduct program and course assessment following established procedures
 - b. Conduct student review and evaluation through required institutional procedures.
 - c. Teach assigned courses.

2. Student Advising/Evaluation
 - a. Assist students in advisement and registration activities
 - b. Assist the Activity Director in tracking and monitoring student progress in the program.
 - c. Assist with student workforce placement strategies.
 - d. Monitor student attainment of graduation requirements

3. Clinical Coordination/Mentoring
 - a. Develop and implement OTA student mentoring activities
 - b. Maintain clinical agreement contracts and site data with OTA facilities and develop additional opportunities.
 - c. Supervise and evaluate students during clinical rotations
 - d. Participate in OTA Advisory Board
 - e. Ensure the development of links between the fieldwork and didactic aspects of the curriculum.
 - f. Communicate with fieldwork educators regularly.

4. Other Duties

- a. Participate in departmental and college planning through committee assignments and meetings.
- b. Assist the Activity Director and Project Manager in projects as assigned.
- c. Engage in personal Professional Development.

Required Knowledge, Skills and Abilities

1. Working experience as a Licensed Occupational Therapist or Occupational Therapy Assistant in Kansas.
2. Exceptional ability to organize and coordinate projects.
3. Ability to communicate effectively, both orally and in writing.
4. Ability to work effectively with diverse populations.
5. Attention to detail.
6. Knowledge of Accreditation Council for Occupational Therapy Education.
7. Excellent computer skills.
8. Ability to gather data, compile information and prepare reports.
9. Ability to plan and evaluate programs.
10. Ability to appropriately exercise independent initiative and judgment.
11. Willingness and ability to work as a member of a team.

Education and Experience

1. *Required* – Licensed Occupational Therapist or Occupational Therapy Assistant in Kansas (or eligible).
2. Bachelor's Degree with two years professional experience, required. One year experience working in an academic setting, preferred.

Working Conditions

1. Work is normally performed in a typical interior/office work environment.
2. Some travel and evening hours are required.
3. Limited physical effort required.

Occupational Therapy Assistant Instructor

Reports to: Occupation Therapy Assistant Program Developer
Classification: Half-time, 12-month Employee
Pay Status: Administrative
Vacation/Sick Leave/Regular Holidays per Board Policy
Starting Salary: \$25,000

Purpose of Position: The Occupational Therapy Assistant Instructor reports to the Occupational Therapy Assistant Program Director, and is responsible for development and dissemination of information required for students pursuing Occupational Therapy Assistant AAS, as well as assisting in other areas as needed. This position will be institutionalized as a part-time Occupational Therapy Assistant Instructor after Year 5 of the Title III grant.

Essential Functions:

1) Program/Curriculum Development and Instruction

- a) Teach courses in the occupational therapy assistant program – minimum 6 hours per year.
- b) Schedule occupational therapy assistant courses in sequence with other required courses.
- c) Monitor student attainment of graduation requirements.
- d) Conduct student review and evaluation through required institutional procedures.
- e) Conduct program and course assessment following established procedures.

2) Student Advising/Evaluation

- a) Assist students in advisement and registration activities
- b) Assist the OTA Director in tracking and monitoring student progress in the program.
- c) Assist in development and implementation of OTA student activities
- d) Assist in developing student workforce placement strategies.
- e) Monitor student attainment of graduation requirements

3) Other Duties

- a) Assist the Activity Director and Project Manager in projects as assigned.
- b) Engage in personal Professional Development.
- c) Participate in departmental and college planning through committee assignments and meetings.

Required Knowledge, Skills and Abilities

1. Working experience as a Licensed Occupational Therapist or Occupational Therapy Assistant in Kansas.
2. Ability to work effectively with diverse populations.
3. High degree of ethical standards, including confidentiality, adherence to general rules of safety, procedures, and fair labor standards.
4. Commitment to high professional standards, including professional growth.
5. Attention to detail.
6. Knowledge of Accreditation Council for Occupational Therapy Education.
7. Ability to communicate effectively, both orally and in writing.
8. Excellent computer skills.
9. Ability to gather data, compile information and prepare reports.
10. Ability to appropriately exercise independent initiative and judgment.
11. Willingness and ability to work as a member of a team.

Education and Experience

1. *Required* – Licensed Occupational Therapist or Occupational Therapy Assistant in Kansas (or eligible).
2. Bachelor's Degree with two years professional experience, required. At least one year experience working in an academic setting, preferred.

Working Conditions

1. Work is normally performed in a typical interior/office work environment.
2. Some travel and evening hours are required.
3. Limited physical effort required.

Board of Trustees Meeting
June 9, 2011

Agenda Item IX-I: Occupational Therapy Assistant Field Coordinator/Instructor

It was the President's recommendation that the Board approve the employment of Peggy Carmen for the position of part-time Occupational Therapy Assistant Field Coordinator/Instructor. Ms. Carmen earned a Bachelor of Science degree in Occupational Therapy from the University of Kansas and is a certified Occupational Therapist.

Ms. Carmen has practiced as a registered occupational therapist for the past 19 years and has extensive experience in a variety of job settings.

Ms. Carmen will be paid \$24,000 starting October 1, 2011 on a part-time, grant funded contract.

Resolution 2011-57

RESOLVED, that the Board of Trustees of Neosho County Community College approves the employment of Peggy Carmen as the part-time Occupational Therapy Assistant Field Coordinator/Instructor, starting October 1, 2011 and will be paid \$24,000 annually.

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

Board of Trustees Meeting
June 9, 2011

Agenda Item IX-J: Approval of the 2011-12 Negotiated Agreement

The PEA negotiation team and the administration have reached an agreement for the 2011-12 academic year. The revisions were mailed to faculty members for ratification. Faculty have ratified the agreement.

The revisions are attached for your review.

Resolution 2011-58

RESOLVED, that the Board of Trustees of Neosho County Community College approves the 2011-12 Negotiated Agreement with the NCCCPEA as presented.

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

ARTICLE 3

Association Privileges.

- A. Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at reasonable times provided that classroom time, office time or other college activities are not interrupted.
- B. The Board agrees to furnish to the Association, upon request, all records, free of charge, to which it is entitled by law.
- C. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards at least one of which shall be provided by the Board in each faculty lounge. The Association shall have the use of employee mail boxes for the dissemination of communications to faculty. Copies of all communications distributed to a majority of the membership will be provided at the same time to the Chief Business Officer.
- D. Within thirty (30) days after receipt of written authorization from the Professional Employee, the Board shall deduct from the salary of the employee and make appropriate remittance for Association dues. Such authorization shall continue in effect from year-to-year. Pursuant to such authorization the Board shall deduct one-twelfth (1/12) or appropriate amount of such dues from the regular salary check of the Professional Employee each month. Amounts to be deducted shall be supplied to the Board through a schedule established by the Association. Any balance due upon the Professional Employee's termination of employment shall be deducted from such individual's final check. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect until revoked in writing by the Professional Employee. The Association shall indemnify and hold harmless the Board of Trustees from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that may arise out of or by any reason of any action taken or not taken by the Board for the purposes of complying with the provisions of this paragraph or the authorization form.
- E. The Association shall have the right to use school facilities and equipment including, but not limited to, typewriters, photocopying equipment, calculating machines, data processing equipment, and audio-visual equipment when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to any such use. The Association shall have the right to use college buildings for meetings.
- F. The President of the Association or his/her designee shall have the right to address the faculty during the Annual Fall In-service faculty meeting regarding the contents of the negotiated agreement.

ARTICLE 5

Leaves.

Sick Leave

- A. Upon initial employment, thirty-five (35) hours of sick leave will be granted with the beginning of each semester for the first year. Seventy (70) hours of sick leave will be granted with the beginning of the contract year after at least a full year of employment. Then, seventy hours every contract year thereafter will be granted with the stipulation that unused sick leave may only accumulate to six-hundred-thirty (630) hours. All current Professional Employees will retain their accrued unused sick leave and will be granted an additional seventy (70) hours with the start of each contract period.
- B. At any time during the contract year, a Professional Employees who has accumulated at least 210 sick leave hours, may voluntarily donate up to thirty (30) hours of their own accumulated sick leave into a sick leave pool and will communicate in writing to the Chief Academic Officer (CAO) the number of hours donated. Any Professional Employee that has reached the maximum accumulation of sick leave hours may donate up to a full academic year's earned hours to the Professional Employee sick leave pool. The Professional Employee sick leave pool will be limited to a combined total of 3,000 hours. When the pool falls below 3,000 hours donations will be accepted.
- C. A full-time Professional Employee who is eligible to take leave through the Family Medical Leave Act, and has used all his or her accumulated sick leave and is still physically, mentally, or emotionally unable to return to his or her assigned duty, may submit a written request to the Chief Academic Officer (CAO) for a voluntary transfer of sick leave from the sick leave pool donated by Professional Employees of the College. The Chief Academic Officer (CAO) may request a doctor's verification of any Professional Employee's inability to return to assigned duties. The Chief Academic Officer (CAO) will authorize the transfer of additional sick leave to the Professional Employee who initiated the request described in this paragraph from the days donated to the sick leave pool. Any unused sick leave requested under this procedure will be returned by the Professional Employee to the sick leave pool.
- D. Neosho County Community College shall provide the Professional Employee 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 it is actually accrued, one cannot borrow against anticipated sick leave earned.
- E. A Professional Employee may donate any part of his/her unused sick leave to the sick leave pool at the time of retirement. A Professional Employee shall be compensated for all remaining accumulated sick leave at the time of that employee's retirement. Compensation will be set at a rate of six dollars (\$6) per hour for each hour of remaining accumulated sick leave at the time of retirement.

- F. Sick leave may be granted for:
1. Illness or injury of a Professional Employee which prevents the Professional Employee from performing his/her usual duties;
 2. Medical appointments;
 3. Quarantine due to a contagious disease in the Professional Employee's immediate family;
 4. Actual period of temporary disability connected with childbearing;
 5. Illness of a member of a Professional Employee's immediate family (defined as spouse, children, parents, or family member residing with the Professional Employee).
- G. The Board may require a statement from a medical doctor that the Professional Employee was unable to work in order to insure that there will be no abuse of sick leave privileges.
- H. Whenever an Professional Employee is unable to report to work, the Professional Employee must notify his/her immediate supervisor as soon as is practicable, preferably through direct conversation. On the first day back to work, an absence report must be completed with the Division Chair and forwarded to the Chief Business Officer in order to account for the sick leave.

Bereavement Leave

A Professional Employee may request to take up to a maximum of five thirty-five (35) hours of accumulated sick leave as bereavement leave due to the death in the Professional Employee's family (for this purpose defined as 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 Professional Employee's supervisor.

Emergency Leave/Personal Leave

Each full-time Professional Employee will be provided fourteen (14) hours per year of emergency/personal leave subject to prior notification of the Professional Employee's supervisor or the Chief Academic Officer (or his/her designee). A written request for emergency/personal leave for an in-service day or the first work day before or the first work day after an in-service day, holiday, or break must provide a specific reason for the request and be approved by the Chief Academic Officer no fewer than five working days prior to the leave day. Employees taking emergency/personal leave during regular work days, other than those previously identified, need only provide prior notification without giving a specific reason for the leave.

Emergency/personal leave hours can be accumulated to twenty-eight (28) hours. A Professional Employee may be compensated for unused emergency/personal leave at the time of retirement. Compensation for unused emergency/personal leave will be set at a rate of ~~four dollars (\$4)~~ six dollars (\$6) for each hour of unused emergency/personal leave.

It is understood that emergencies may arise unexpectedly and written pre-notification may be impossible. In such cases, the Professional Employee should notify his/her immediate supervisor or the Chief Academic Officer as soon as practicable.

Military Leave.

Full-time Professional 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.

Sabbatical Leaves of Absence

The Board of Trustees encourages its Professional Employees to pursue advanced study in their respective academic disciplines, or other areas of expertise that may be of direct benefit to the College and its stakeholders. The Board acknowledges its role in aiding the Professional Employee in this worthwhile undertaking and advances the provisions outlined here pursuant to that end.

- A. The Board of Trustees, upon the recommendation of the appropriate administrator and the President of the College, may grant sabbatical leaves of absence for advanced study or other appropriate educational activities. The Professional Employee will submit their request for sabbatical leave of absence no later than the first working day in November for consideration of granting the leave by the next contract year. Board action on the recommendation from the President will occur at the March board meeting. Any Professional Employee having been employed for six (6) years by the College becomes eligible for up to one (1) year of sabbatical leave. Professional Employees who have received a sabbatical become eligible to apply for additional leaves after completing an additional six full years of teaching.
- B. The number of Professional Employees who may be granted sabbatical leave during any one academic year shall be determined by the Board of Trustees upon recommendation of the President of the College. If the application for sabbatical leave is denied, the applicant shall be notified in writing of the reason(s) for the denial within a period not to exceed one calendar week following the regularly scheduled Board of Trustees meeting at which the sabbatical leave was denied.
- C. During such leave a Professional Employee will be eligible to receive compensation equal to one-half salary plus full fringe benefit for a one-year sabbatical, or, full salary

and full fringe benefit for a one-half year sabbatical. Sabbatical compensation will be based on the Professional Employee's salary and full fringe benefit compensation during the contract year of the sabbatical leave. Professional Employees on sabbatical leave shall be eligible for participation in the College health insurance plan according to the provisions in effect at the time sabbatical leave is taken.

- D. The Professional Employee is obligated to continue his/her employment with the College for a period of not less than two (2) contract years following the conclusion of the sabbatical. Professional Employees who fail to return to Neosho County Community College following the sabbatical period for the full two years shall refund all sabbatical compensation provided by the College. Additionally, the Professional Employee who fails to complete two (2) full contract years will pay all costs assumed by the College to cover the Professional Employees teaching load while on sabbatical leave. The Professional Employee who is found to not have made good faith effort to complete his/her planned sabbatical leave activities, may be required to pay back all or part of the compensation he/she received and the College's costs incurred when he/she was on sabbatical leave including the Professional Employee's salary, cost of fringe benefits, and cost of the salary and fringe benefits for the Professional Employee's replacement.
- E. After completion of the sabbatical leave, the Professional Employee shall be reinstated in the same position he/she held when the sabbatical leave was granted. Or, the Professional Employee may, at his/her discretion, agree to be reassigned to a different position, should such an offer be made by the Administration.
- F. Within the first semester upon completion of his/her sabbatical leave the Professional Employee will submit a written report to the Chief Academic Officer detailing knowledge gained from the sabbatical activities. Such a report will be placed in the Professional Employee's official personnel file. Additionally, the Professional Employee will give a presentation to the college community and the Board of Trustees of knowledge gained during the sabbatical leave.
- G. Upon resuming duties at the College, and commencing with the next contract year, the Professional Employee shall be granted appropriate advancement on the salary schedule, including step, that incurs as a result of the advanced study undertaken on sabbatical, in addition to any advancement in salary and/or step which may have been negotiated on behalf of the Bargaining Unit during his/her absence.

Professional Leave

The Board encourages full-time Professional Employees to belong to local, state, and national educational associations and to attend and participate in their meetings and activities subject to the prior approval of the Chief Academic Officer:

- A. Professional Employees shall be allowed professional leave of up to twenty-one (21) hours per year, without loss of pay, to be used for attending or participating in

conferences or meetings not related to labor relations, which contribute to the professional enrichment of the Professional Employee and which benefit the College, other employees and students. Additional days may be granted by the Chief Academic Officer upon request by the Professional Employee.

- B. Subject to prior approval of the Chief Academic Officer, Professional Employees who are invited to make presentations of an educational nature at professional meetings shall receive payment for actual expenses incurred for attending such meetings if those expenses are not paid by the organization sponsoring the meeting, subject to the availability of funds.
- C. Any expenses actually incurred through professional leave may be recommended for payment by the Board after expenses have been approved in advance by the Chief Academic Officer and the Chief Business Officer.

Jury Leave

Professional Employees who present a court subpoena or summons to their Division Chair shall be granted a leave of absence 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, in which case the President will request that the Judge release the Professional Employee from jury service. Such leave of absence, when taken, shall be without loss of pay.

Family and Medical Leave

Professional 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, in the faculty office area and will be made available to all Professional 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 twelve (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 a Professional Employee's immediate family (defined as spouse, children, parents, or family member residing with the Professional Employee) because of a serious health condition.

A. Reason

Leave is available because of (1) the birth of a son or daughter of the Professional Employee and to care for the son or daughter; (2) the placement of a son or daughter with the Professional Employee for adoption or foster care; (3) the need to care for a Professional Employee's immediate family (defined as spouse, children, parents, or family member residing with the Professional Employee) because of a serious health condition; or (4) a serious health condition of the Professional Employee that prevents the Professional Employee from performing the job

functions. (Leave for reason 1 or 2 must be taken within twelve (12) months of birth or placement.)

B. Paid Leave/Unpaid Leave

The leave shall normally be unpaid leave. However, if the Professional 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 Professional Employee elects to take a salary deduction for part or all of the above. The President will notify the Professional Employee prior to or during the leave period that the leave has been designated as paid family and medical leave.

C. Eligibility

The Professional Employee is eligible for family and medical leave upon completion of twelve (12) months of service in the College and employed at least 1,250 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 Professional Employee portion of the cost shall be paid by the Professional Employee to the Clerk of the Board on the payroll date or other time as the Professional Employee and President may agree. The Board may terminate group health coverage if the Professional Employee payment is not received within thirty (30) days of the due date.

E. Notice

When leave is foreseeable, the Professional 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 Professional Employee providing notice of need for leave, the employer will notify the Professional 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/or Professional Employee's option to take salary deduction,
4. requirements for premium payments for health benefits and Professional Employee responsibility for repayment if employer pays Professional 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 Professional Employee. A third opinion is final and binding.

F. 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 Professional 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.

G. End of Semester

The President may require a Professional 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 Professional Employee's serious health conditions, the President may require a Professional 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.

H. Communication during Leave

When possible, the employee on leave needs to communicate with their supervisor about their expected date of return to work. If this return to work date changes due to changing medical conditions and doctor's recommendations, the Professional Employee shall notify their supervisor of this change as soon as it is practicable.

ARTICLE 11

Salary Schedule Description

- A. Upon initial employment, the salary and salary placement shall be determined by the Administration and Board.
- B. Each Professional Employee will move one (1) vertical step on the salary schedule for 2011-12. Horizontal movement is possible according to the guidelines established in the negotiated agreement.
- C. The 6 horizontal columns shall be titled Instructor, MS, MS+15, MS+30, MS+45, and DOC.
- D. To qualify for horizontal salary schedule movement above the Master's degree, hours completed after 9/1/91 must be earned through:
 - 1. Graduate hours in the Professional Employee's major assigned field of teaching. The Professional Employee must submit an official transcript and form;
 - 2. The Chief Academic Officer may approve in advance other graduate hours, workshops, clinics, or conferences that are related to the employee's discipline or job duties. The Professional Employee must submit at least two weeks prior to the beginning of the activity the Academic Class/Teaching Discipline Related Work form including justification as to why this should count for horizontal advancement on the salary schedule. A formula of 15 clock hours equals one credit hour will be used for conversion purposes.
- E. Graduate hours are defined as all course work certified as graduate level by the granting institution.
- F. For any bargaining unit Professional Employee that is required by the institution to work more than the standard nine months (180 days) period in a contract year, the rate of compensation shall be calculated as a direct ratio of the nine-month salary (e.g., a ten-month assignment shall be calculated as (10/9) ten times the appropriate row and column salary divided by nine.)
- G. Professional Employees anticipating a move to a new column must notify the Chief Business Officer in writing prior to May 1 preceding the next contract year. To receive horizontal advancements, official transcripts or other information acceptable to the Chief Business Officer must be filed prior to September 10 of the contract year following the May 1 notification.

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- H. All hours completed prior to 9/1/91 and currently certified or on file with the Chief Business Officer will be allowed for salary placement and movement.
- I. All salaries paid to a full-time Professional Employee by the College for the duties set forth in Professional Employees' Contract (form as set forth in Article 15), with the exception of overload and supplemental, will be included in the primary contract of the Professional Employee.
- J. Each Professional employee will receive two hundred fifty dollars (\$250) as a one-time stipend to be given no later than the last duty day in December 2011.

ARTICLE 14

Early Retirement Incentive 2010-11 plan

A Professional Employee of NCCC who may find it necessary or desirable to retire from employment with the College prior to normal retirement age may retire under the terms and conditions of one of the plans hereinafter specified, subject to the following limitations:

1. A Professional Employee eligible for early retirement under the terms and conditions of Plan A will receive early retirement benefits pursuant to Plan A if the Application is made during fiscal years 2011-12 through 2013-14 inclusive unless the Professional Employee specifically elects to receive early retirement benefits pursuant to Plan B.
2. All other Professional Employees eligible for early retirement will receive early retirement benefits pursuant to Plan B.
3. A Plan election may not be changed after the Application.

Plan A

4. Eligibility: A Professional Employee is eligible for early retirement if such Professional Employee:
 - a. is currently a full-time bargaining unit Professional 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 Professional 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 Professional 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.
 - e. must complete the academic year to receive the benefit.
5. Application. A Professional Employee may apply for early retirement by giving written notice to the President of the college. Such written notice by the Professional Employee

shall be submitted on or before the first day of February preceding the anticipated retirement date, and the notice shall include the following information:

- a. A statement of the applicant's desire to take early retirement;
- b. The anticipated age of retirement;
- c. The applicant's birth date and age on the date of retirement;
- d. The current mailing address and telephone number of the applicant;
- e. The number of years the applicant has been employed full-time by NCCC;
- f. The applicant's current salary;
- g. Whether the applicant desires the payment in January or July of each year; and,
- h. Whether the applicant desires health insurance coverage through the college group health insurance program by deduction of annual premiums from the early retirement benefit or by the applicant paying his/her own monthly premiums to the college.

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

6. 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 Professional 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 Professional 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.

<u>Year of Benefit</u>	<u>Percent of Last Annual Salary</u>
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 Professional Employee between ages fifty-six (56) and sixty-four (64), or comparable ages. This information shall be provided to the Professional Employee and become a part of the Professional Employee's permanent file.

7. Terms and Conditions. The option to maintain health insurance shall terminate at the end of the College contract year in which the Professional 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 Professional Employee reaches age sixty-four (64). Failure of the retired Professional Employee to pay the required monthly health insurance premiums may terminate the retired Professional Employee's right of continued participation in the college health insurance plan.

All provisions of this incentive will terminate upon the death of the Professional Employee receiving benefits.

A Professional 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.

Early Retirement Incentive Plan B (approved 2011-12)

1. **Eligibility:** A Professional Employee is eligible for early retirement if such Professional Employee:
 - a. is currently a full-time bargaining unit Professional Employee;
 - b. has completed ten (10) or more years of full-time employment services with the college.
 - c. provides verification of retirement from the Kansas Public Employee Retirement System; and
 - a. Must complete the academic year in which the Employee is under contract to receive the benefit, or receive written approval from the President pursuant to allowable exception(s).

Eligibility in accordance with (a) - (c) above will be determined by the President of the college. A Professional 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.

2. **Application.** A Professional Employee may apply for early retirement by giving written notice to the President of the college. Such written notice by the Professional 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. Notification as to whether the applicant desires the payment in January or July of each year; and,
 - c. Notification as to whether the applicant desires health insurance coverage through the college group health insurance program.

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 Professional 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 Professional 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. Early retirement benefits shall be based on KPERS retirement eligibility and years of service after eligibility according to the chart below.

KPERS Eligible	21%
Eligibility + 1 year service	18%
Eligibility + 2 years service	15%
Eligibility + 3 years service	12%
Eligibility + 4 years service	9%
Eligibility + 5 years service	6%
Eligibility + 6 years service	3%

It is further provided that the President of the college shall compute an estimated early retirement benefit for each Professional Employee.. This information shall be provided to the Professional Employee and become a part of the Professional 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 Professional 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 Professional Employee reaches age sixty-four (64). Failure of the retired Professional Employee to pay the required monthly health insurance premiums may terminate the retired Professional Employee's right of continued participation in the college health insurance plan.

All provisions of this incentive will terminate upon the death of the Professional Employee receiving benefits.

A Professional 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.

Agenda Item IX-K: Administrative Employees

It was the President's recommendation that the following administrative employees receive a 1.5% salary increase for 2011-2012 employment contracts and receive a one-time stipend of \$250 to be paid in December 2011.

Name	Position	2010-11 Annual Salary	2011-12 Annual Salary
Executive Administrator Classification			
Genandt, Jim	VP-Student Learning		79,000
Smith, Ben	VP –Operations	86,275	87,569
Senior Administrator Classification			
Christiansen, Claudia	Director of Development	56,662	57,512
Ernst, Dale	Dean-Ottawa Campus	49,142	49,879
Gardner, Marie	Associate Dean of the Online Campus		52,000
Krumm, Brenda	Title III Project Manager/Dean of Outreach & Workforce Development (10 month)	51,668	52,443
Solander, Sandi	Chief Financial Officer	59,500	60,393
Kegler, Jason	Dean of Student Development		54,000
Administrator Classification			
Allen, Patty	Retired Senior Volunteer Program Director	33,536	34,039
Beddo, Susan	Assistant Director of Financial Aid		27,000
Bertels, Karen	Title III Activity Dir/Asst Dean of Outreach & Workforce Development	49,735	50,481
Cadwallader, Sarah	Director of Admissions	29,000	29,435
Clay, Krista	ABE Coordinator	39,500	40,093
Covault, Pam	Director of Nursing	70,055	71,106
Hale, Kara	Director of Financial Aid	29,750	30,196
Henton, Kathie	HIT Director	55,000	55,825
Kettler, Randy	Director of Basic Skills/CAVE	54,282	55,096
Patrick, Brian	Asst Dean-Ottawa	37,398	37,959
Ranabargar, Kerry	Director of Technology Services/CIO	53,516	54,319
Rhine, Tracy	Director for Allied Health	41,959	42,588
Roush, Beverly	Assistant Director of Nursing	64,904	65,878
Rowe, Brenda	Director Human Resources	41,985	42,615
Smith, Paul	Maintenance Supervisor	38,854	39,437
Wallace, Selina	Bookstore Manager	29,877	30,325
Weisenberger, Susan	Director of Library Services	46,194	46,887
Whitney, Jamey	Asst. Director of Development/Grant Writer	48,720	49,451

Management Support Classification			
Almond, Jeff	Coordinator of Advising/Articulation	29,943	30,392
Baker, Judy	Retired Senior Volunteer Coord. (1/2 time)	13,900	14,109
Brown, Tony	TLC Coordinator-Ottawa	32,500	32,988
Christy, Angela	ABE Instructor-Fort Scott	25,500	25,883
Clouse, JoAnn	Bookstore Coordinator-Ottawa	25,000	25,375
Fossoy, Dan	ABE Instructor-Independence	34,654	35,174
Garrett, Heather	ABE Instructor	30,250	30,704
Hauser, LuAnn	Institutional Data Research Specialist	31,996	32,476
Hendrix, Mark	ABE Instructor-Chanute	27,500	27,913
Keylon, Ashley	ABE Instructor-Fort Scott	28,500	28,928
Mader, Leslie	Asst Director of Admissions-Ottawa	24,725	25,096
Moore, Bud	Construction Coordinator (1/2 time, 9 month)	25,756	26,142
Mudd, Erica	Recruiting/Retention Specialist/Tech Ed	25,375	25,756
Murray, Larita	ABE Instructor-Coffeyville	27,500	27,913
Neff, Ann	International Students Coordinator	35,597	36,131
Robb, Sandy	Lifetime Learning Coordinator (1/2 time)	15,536	15,769
Schomaker, Jessica	Graphic Artist/Webmaster	27,000	27,405
Seibert, Jon	Computer Applications Specialist	28,795	29,227
Smith, Dwight	Network Administrator	30,000	30,450
Smith, Sarah	Alumni Relations/Development Assistant	31,700	32,176
Vail, Amber	Health Occupations Coordinator (9 month)	32,143	32,625
Vanatta, Kim	Coordinator of Developmental Lab	37,633	38,197
Williams, Jennifer	Medical Assistant Coordinator/Instructor (10 month)	32,623	33,112

NOTE: In addition to the 1.5% increase each employee will receive a one-time stipend of \$250 to be paid in December 2011.

Resolution 2011-59

RESOLVED, that the Board of Trustees of Neosho County Community College approves salary increases of 1.5% for administrative staff and a one-time stipend of \$250 to be paid in December.

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

Agenda Item IX-L: Hourly, Non-Exempt Employees

It was the President's recommendation that hourly, non-exempt employees receive a 1.5% pay increase for the 2010-11 contract year and receive a one-time stipend of \$250 to be paid in December 2011.

Name	Position	2010-11 Salary	Level	2011-12 hr rate	2011-12 Salary
Anderson, Tracy	Custodian	18,096	1	8.83	18,367
Barr, Mary	Switchboard/Admin Asst	20,675	2	10.09	20,985
Beeman, Gloria	Office Services Clerk	21,466	3	10.47	21,788
Benton, Patty	Cashier	23,691	4	11.56	24,047
Brown, Jeff	Maintenance B	22,256	4	10.86	22,590
Burton, Linette	Financial Aid Clerk (1/2 time)	9,360	2	9.14	9,500
Cox, Jane	Financial Aid Specialist	22,256	4	10.86	22,590
Crawford, Steve	Electrician/Plumber	30,555	5	14.91	31,014
Daisy, Jennifer	Cashier-Ottawa	22,922	4	11.19	23,265
Dale, Terri	Admin Asst-President	32,656	4	15.94	33,146
Daniels, Heather	AA-CAVE	20,176	2	9.85	20,479
Dix, Marcy	Asst Registrar-Ottawa	21,466	3	10.47	21,788
Eagle, Debbie	Library Associate	21,528	3	10.51	21,851
Ensminger, Kim	AA-VP/Admin & Dean/Stu Dev	23,566	4	11.50	23,920
Fairchild, Cindy	AA to CFO and Bookstore Mgr	20,488	3	10.00	20,795
Finley, Megan	AA Nursing-Chanute	21,320	3	10.40	21,640
Fisher, Julian	Maintenance-Ottawa	19,302	3	9.42	19,592
Gilmore, Denise	Admin Asst-VP Student Learning	27,830	4	13.58	28,248
Haddan, Susan	Assist Registrar	23,109	3	11.28	23,455
Hamm, Kelly	Admin Asst-Nursing-Ottawa	21,466	3	10.47	21,788
Howell, Diane	Bookstore Assistant-Ottawa (1/2 time)	9,048	2	8.83	9,184
Jones, Tim	Admissions Specialist (30 hr wk)	16,224	3	10.56	10,978
McCoy, Tim	Lead Custodian	23,400	4	11.42	23,751
Neely, Mia	AR Clerk	21,466	3	10.47	21,788
Parriott, Paulette	Receptionist/Switchboard-Ottawa	20,030	2	9.77	20,331
Rahe, Corey	Maintenance C	22,256	4	8.83	18,367
Rice, Sharon	Bookstore Clerk	18,096	2	10.86	22,590
Rogers, LuAnn	Custodian	18,637	1	9.09	18,916
Schommer, Debra	AA to Div Chairs, Faculty & Assessment Coordinator (10 month)	20,384	3	11.94	20,690
Sechler, Mary Jo	Accounting Specialist	26,000	5	12.69	26,390
Showalter, Teri	AA Allied Health	22,589	3	11.02	22,928
Shumway, Donna	Tech Services Technician-Ottawa	24,690	5	12.05	25,060
Smith, Amy	AA Outreach/Workforce Development	22,256	3	10.86	22,590
Snyder, Rena	Financial Aid/Library Clerk	20,238	2	9.88	20,542
Whitney, Kim	AA-CBJT Grant (1/2 time)	9,360	3	9.36	9,734

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Wilson, Kelly	Registration Clerk/Receptionist	19,531	2	9.53	19,824
Wolfe, Jan	AA Title III/AA Asst Dean of Outreach & Workforce Development	20,800	3	10.15	21,112

NOTE: In addition to the 1.5% increase each employee will receive a one-time stipend of \$250 to be paid in December 2011.

Resolution 2011-60

RESOLVED, that the Board of Trustees of Neosho County Community College approves salary increases for hourly, non-exempt employees of 1.5% and a one-time stipend of \$250 to be paid in December 2011.

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

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Agenda Item IX-M: Athletic Director Recommendation

It was the President's recommendation that the Board approve the employment of Amber Burdge as the Athletic Director at NCCC. Ms. Burdge is a graduate of Oklahoma State University with a Master of Science in Counseling and Student Personnel and a Bachelor of Science in Health Promotion. She also earned an Associate of science degree in Physical Education from Eastern Oklahoma State College at Wilburton.

Ms. Burdge's experience includes serving as the Assistant Athletic Director at Stephen F. Austin State University in Nacogdoches, Texas, Assistant Athletic Director for Academics/Senior Woman Administrator at Texas A & M University, Corpus Christi, and Athletic Academic Advisor for Men's and Women's Basketball and At-Risk Student-Athletes at Cleveland State University.

Ms. Burge will be paid \$47,000 annually starting July 1, 2011.

Resolution 2011-61

RESOLVED, that the Board of Trustees of Neosho County Community College approves the employment of Amber Burdge as the Athletic Director at an annual salary of \$47,000.

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

Agenda Item IX-N: Rowland Hall Renovation Project Design Build Contract Change Order

Neosho County Community College (College) continues to make good progress on the implementation of the Capital Improvement Plan (CIP), thereby reducing our deferred maintenance backlog. In conjunction with the effort, the college has been working on implementation of our Facilities Master Plan (FMP). Both the CIP and FMP include renovation projects in Rowland Hall.

This major renovation project will include relocation of the business department, office relocation and renovation, and the addition of a simulated hospital which will put our Chanute facilities on a par with our new Ottawa facility. Plans for the simulated hospital call for a eight-bed skills lab, secure med storage room, two exam rooms, nurses' station, three simulated hospital rooms with control room, surgical tech lab with scrub room and sterile rooms. In addition, offices will be relocated to allow for a new corridor to provide access and a new main entrance to the Mary Grimes School of Nursing. Title III will provide funding for the surgical tech lab and associated equipment.

The Board has given the college administration direction to proceed with the Rowland renovation project and has already approved a design build contract for the project. Bids for the work under the auspices of that contract have come in better than the revised contractor's estimates, thereby prompting a change order to reduce the amount of the Rowland design build contract. The change order for the design build contract to Loyd Builders is attached, and will decrease the original contract amount from \$645,862.00 to \$616,884.00, a reduction of \$28,978.00.

Funding for this Rowland renovation project will come from the ARRA stimulus funding, tax credit funds, capital outlay funding, savings from the residence hall bond refinancing, and the maintenance budget of the general fund. It was the President's recommendation that the Board approve the design/build contract change order for the Rowland Hall Renovation Project with Loyd Builders of Ottawa, Kansas to reduce the contract amount to \$616,884.00.

Resolution 2011-62

RESOLVED, that the Board of Trustees of Neosho County Community College approves the design/build contract change order for the Rowland Hall Renovation Project with Loyd Builders of Ottawa, Kansas to reduce the contract amount to \$616,884.00.

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

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Amended Agenda Item O: Resignation

It was the President's recommendation that the Board approve the resignation of Carol Shepard, Math Specialist for the Student Support Services (STARS) grant. Ms. Shepard's resignation is effective July 1, 2011.

Resolution 2011-63

RESOLVED, that the Board of Trustees of Neosho County Community College approves the resignation of Carol Shepard effective July 1, 2011.

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

Amended Agenda Item P: Coordinator of Residence and Student Life

It was the President's recommendation that the Board approve the employment of Jesse Keppen as the Coordinator of Residence and Student Life starting July 1, 2011. Mrs. Keppen is currently pursuing a Bachelor of Science degree in Social Services at Pittsburg State University.

Mr. Keppen's work experience includes Crawford County Mental Health as a Community Rehabilitation Specialist and Psychosocial Group Facilitator. He was also a Resident Assistant at Pittsburg State University.

Mr. Keppen will be paid \$23,000 annually starting July 1, 2011. Upon completion of his bachelor's degree he will receive a \$2,000 salary increase for the next contract year.

Resolution 2011-64

RESOLVED, that the Board of Trustees of Neosho County Community College approves the employment of Jesse Keppen as the Coordinator of Residence and Student Life starting July 1, 2011 at an annual salary of \$23,000. Upon completion of his BS degree he will receive a \$2,000 salary increase for the next contract year.

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

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Amended Agenda Item Q: Math Instructor

It was the President's recommendation that the Board approve the employment of Benjamin Gort for the math instructor position at Chanute. Mr. Gort is a graduate of Kansas University with a Master of Science degree in Mathematics Education and a Bachelor of Science degree from Virginia Commonwealth University.

Mr. Gort is currently a Graduate Teaching Assistant in Mathematics at Wichita State University. He has experience teaching from the high school level through the undergraduate level with over 8 years of experience working in math labs and math tutoring centers.

Mr. Gort will be paid at the MS, step 1 level (\$30,650) starting August 15, 2011.

Resolution 2011-65

RESOLVED, that the Board of Trustees of Neosho County Community College approves the employment of Benjamin Gort as the math instructor at Chanute starting August 15, 2011 at a salary of \$30,650 (MS, step 1).

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

Amended Agenda Item IX-R: Early Retirement Policy Revision-first reading

The College has offered an early retirement incentive both through Board policy and through the PEA negotiated agreement. The early retirement incentive found in the PEA agreement has been modified through the negotiation process and may be ratified at the June Board meeting. In an effort to equalize benefits between employees, the version of the early retirement incentive in the Board policy manual will need to be brought into alignment with the negotiated agreement. The policy change allows for employees to receive the maximum benefit when they first qualify for KPERS retirement at the earliest age, instead of age 60 in the current plan. The amount of incentive then lowers by 3% per year until there is no incentive left. It also lowers the number of years needed to qualify for the benefit from 15 to 10.

Employees must have worked full-time for NCCC for at least 10 years, be fully eligible and file for KPERS retirement, and be below the age of 64 in order to receive the benefit. The maximum number of years for the incentive payout is five no matter what the age of the employee, but it may be less depending on the age of the employee.

As some employees may have been waiting to receive the maximum benefit at 60 and may have already missed the maximum benefits under the new plan, the employee may choose either the current plan or the proposed plan for the next three academic years. At the end of the 2014 academic year, the original plan will no longer be valid and should be removed from the Board Policy Manual.

This is a first reading of this proposed policy change.

Current Policy

Early Retirement Incentive (revised 09 08) (revised 12/10/09)

A Full-Time Employee of NCCC who may find it necessary or desirable to retire from employment with the college prior to normal retirement ages may ~~elect to~~ retire under the terms and conditions of one of the plans hereinafter specified, subject to the following limitations: 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.

1. A Full-Time Employee eligible for early retirement under the terms and conditions of Plan A will receive early retirement benefits pursuant to Plan A if the Application is made during fiscal years 2011-12 through 2013-14 inclusive unless the Professional Employee specifically elects to receive early retirement benefits pursuant to Plan B.
2. All other Professional Employees eligible for early retirement will receive early retirement benefits pursuant to Plan B.
3. A Plan election may not be changed after the Application.

Plan A

4. 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.

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

5. 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;

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- d. The current mailing address and telephone number of the applicant;
- e. The number of years the applicant has been employed full-time by NCCC;
- f. The applicant's current salary;
- g. Whether the applicant desires the payment in January or July of each year; and,
- h. Whether the applicant desires health insurance coverage through the college group health insurance program by deduction of annual premiums from the early retirement benefit or by the applicant paying his/her own monthly premiums to the college.

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

36. Basis of Retirement Benefit. The early retirement benefit shall be an annual payment made in the retired employee's name to the College's identified 403 (b) plan provider. The payment will be 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.

<u>Year of Benefit</u>	<u>Percent of Last Annual Salary</u>
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.

Early Retirement Incentive Plan B (approved 2011-12)

~~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;~~
 - ~~eb.~~ has completed ~~fifteen (15)~~ ten (10) or more years of full-time employment services with the college.
 - ~~ec.~~ provides verification of retirement from the Kansas Public Employee Retirement System, and
 - ~~a.~~ Must complete the academic year in which the Full-time Employee is under contract to receive the benefit, or receive written approval from the President pursuant to allowable exception(s).

Eligibility in accordance with (a) - (~~ec~~) 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.

- ~~g.~~ ~~e. must complete the academic year to receive the benefit.~~

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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. The President may grant exceptions when deemed necessary. Notification of early retirement by the Full-time Employee and the notice shall include the following information:

- a. A statement of the applicant's desire to take early retirement;
- ~~b. The anticipated age of retirement;~~
- ~~c. The applicant's birth date and age on the date of retirement;~~
- ~~d. The current mailing address and telephone number of the applicant;~~
- e. ~~The number of years the applicant has been employed full-time by NCCC;~~
- ~~f. The applicant's current salary;~~
- g. Notification as to whether the applicant desires the payment in January or July of each year; and,
- h. Notification as to 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. Note: The College will make payments in accordance with applicable State and Federal Statutes and regulations.

3. Basis of Retirement Benefit. The early retirement benefit shall be an annual payment made in the retired employee's name to the College's identified 403 (b) plan provider. The payment will be 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. Early retirement benefits shall be based on KPERS retirement eligibility and years of service after eligibility according to the chart below.~~

<u>Year of Benefit</u>	<u>Percent of Last Annual Salary</u>
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%

KPERS Eligible	21%
Eligibility + 1 year service	18%
Eligibility + 2 years service	15%
Eligibility + 3 years service	12%
Eligibility + 4 years service	9%
Eligibility + 5 years service	6%
Eligibility + 6 years service	3%

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.

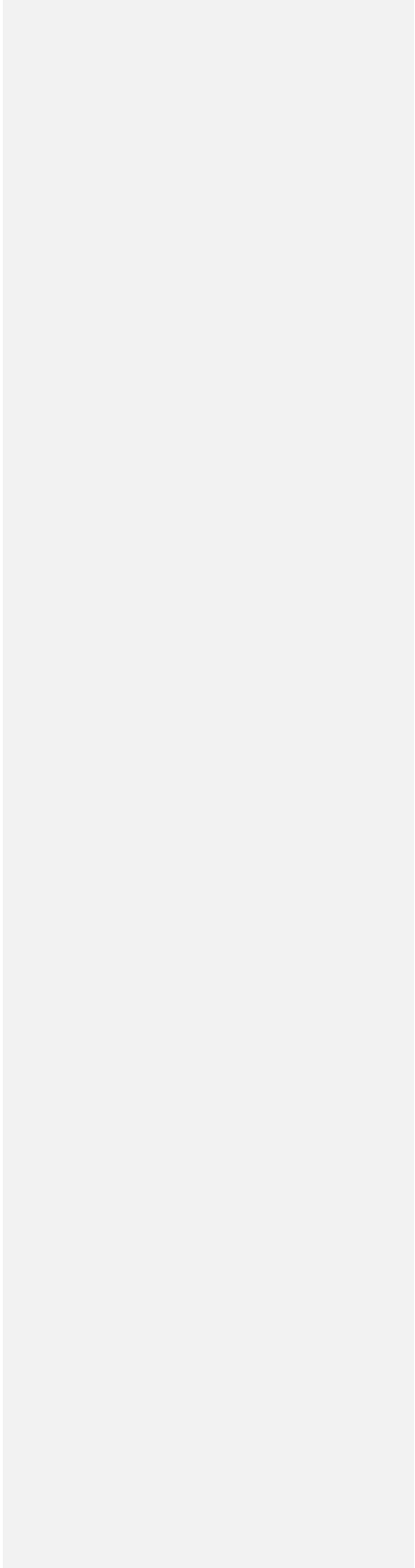
- Terms and Conditions. The option to maintain health insurance shall terminate at the end of the College contract year in which the Full-Time Employee reaches age sixty-four (64). The cash incentive benefit shall automatically terminate at the end of the fifth (5th) payment or at the end of the year 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.

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X: Adjournment

Upon a motion and a second the meeting adjourned at 6:45 p.m.

Respectfully submitted,

David Peter, Chair

Terri Dale, Clerk