

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

DATE: January 14, 2010
TIME: 5:30 p.m.
PLACE: Student Union, Room 209

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

ABSENT: Clint Isaac

PRESENT: Dr. Vicky R. Smith, President
Dr. Brian Inbody, VP for Student Learning
Ben Smith, VP for Administration
Brenda Krumm, Dean of Outreach and Workforce Development
Eric Tincher, Dean of Students
Sandi Solander, Business Manager/Board Treasurer
Sarah Robb, Faculty Senate
Claudia Christiansen, Director of Development
Kerry Ranabargar, Director of Technology Services
John Haas, Ranson Financial Services
Tim Heenan, Foundation Board President
Melissa Smith, Chanute Tribune
Kent Pringle, Board Attorney
Terri Dale, Board Clerk

Mr. Peter called the meeting to order.

III. Public Comment

There were no speakers.

IV. Approval of the Agenda

Mr. Peter asked to amend the agenda by adding under new business as VIII-E: Agreement and Statement of Authority for Intended Lease Agreement and VIII-G: HIT Agreement with Dodge City Community College. Upon a motion and a second the agenda was approved as amended.

V. Consent Agenda

The following items were approved by consent.

- A. Minutes from December 10, 2009
- B. Claims for disbursement for December 2009
- C. Personnel
- D. Course Inventory Revisions

Consent Agenda Item V-C: Personnel**1. Assistant Softball Coach**

It was the President's recommendation that the Board approve the employment of Brandy Baze as the assistant softball coach. Ms. Baze graduated from the University of Arkansas with a B.S. in Kinesiology. She was a volunteer coach at the University of Arkansas and participated in various softball camps.

Ms. Baze will be paid \$1050 per month (prorated for January) starting January 15, 2010.

2. Assistant Volleyball Coach

It was the President's recommendation that the Board employ Kathleen Carney as the assistant volleyball coach. Ms. Carney earned a BA degree in Communications from Adelphi University in Garden City, New York where she was a member of the varsity volleyball team. She has coaching experience at various camps including NCCC in 2005-06.

Ms. Carney will be paid \$1050 per month (prorated for January) starting January 15, 2010.

3. Resignation of Nursing Instructor

It was the President's recommendation that the Board accept the resignation of Heidi Wiley, nursing instructor at Independence. Ms. Wiley's resignation was effective January 5, 2010.

Consent Agenda Item V-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 for Spring 2010**New Course**

NURS 123 Controversial Issues in Women's Health, 1 credit hour

COURSE IDENTIFICATION

Course Prefix/Number: NURS 123

Course Title: Controversial Issues in Women's Health

Division:

Program: Nursing

Credit Hours: 1

Initiation/Revised Date: Spring 2005/ Spring 2009

Assessment Goal per Outcomes: 60%

CLASSIFICATION OF INSTRUCTION

Vocational

PREREQUISITES AND/OR COREQUISITES

Methodology:

The course is designed to be exploratory in nature. No prerequisite coursework is required.

Requirements for Participation:

The student must have a rudimentary knowledge of computer programs utilized in the course including Windows, Word, PowerPoint, InsideNC, and the Internet (Explorer recommended). The student must also have reliable access to a computer with online capabilities (high speed internet access preferred), as well as a personal email address for use when communicating with the instructor.

TEXTS

No textbook required.

COURSE OUTCOMES/COMPETENCIES

1. Demonstrate knowledge in regards to controversial issues and research developments as related to the Pap smear examination.
2. Demonstrate knowledge in regards to controversial issues and research developments as related to hormone replacement therapy in women.
3. Demonstrate knowledge in regards to controversial issues and research developments as related to obesity and weight management in women
4. Demonstrate knowledge in regards to controversial issues and research developments as related to cardiovascular disease in women.
5. Demonstrate knowledge in regards to controversial issues and research developments as related to psychosocial issues in women.

COURSE OUTLINE

- I. The Dreaded Pap Smear
- II. Hot Topics in HRT
- III. Weighty Topics in Obesity
- IV. The Heart of the Matter: Cardiovascular Disease in Women
- V. The Stress of the Third Shift: Psychosocial Issues in Women

INSTRUCTIONAL METHODS

STUDENT REQUIREMENTS AND METHOD OF EVALUATION

1. Forum participation 50%
2. Scholarly paper 50%

GRADING SCALE

A 90-100%
B 80-89%
C 70-79%

D 60-69%
F 59 or below

Attendance Policy

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

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

Academic Integrity

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

Cell Phone Policy

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

ASSESSMENT OF STUDENT GAIN

Forum participation is a requirement of the course. Students will be graded on content of forums, and attendance will be awarded based upon successful log in within specified windows of time for forum participation.

Final scores for the course consist of a combination of forum participation scores and a comprehensive final scholarly paper intended to summarize content gained through the course.

NOTE:

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

NOTE: If you are a student with a disability who may need accommodation(s) under the Americans with Disabilities Act (ADA), please notify the Dean of Student Development, Chanute Campus, Student

Union, 620-431-2820 ext 280 or the Dean, Ottawa Campus, 785-242-2607 ext 312, as soon as possible. You will need to bring your documentation for review in order to determine reasonable accommodations, and then we can assist you in arranging any necessary accommodations.

Faculty Senate Report: Sarah Robb, Faculty Senate President, said that her report would be short since spring semester classes started the following week. She did report that the nursing department had received 104 applicants to the program this year on the Chanute campus. This is up from 79 last year.

Ruth Zollars, representative to the Professional Development committee, reported that

in the fall semester faculty members used a total of \$15,392.15 of the professional development fund. This provided for a total of 40 approved courses or activities for a total of 24 faculty members. Of the 40 activities, 26 were graduate level courses, and the remaining 14 were conferences, workshops, clinics or webinars. She reported that almost half of the faculty were actively involved in professional development activities during the fall semester.

Ms. Robb reported that biology instructor Steve Yuza will be involved in the 2009 Bioblitz at a WSU Biological Field Station Treasure Hunt for species.

Nursing instructor Mary Lisa Joslyn at the Ottawa campus asked Ms. Robb to convey to the Board that the Ottawa faculty wanted to thank the Board for going forward with building a new facility in Ottawa. Ms. Joslyn said they would do their best to fill it up and comeback to the Board for an expansion.

Dean of Student Development Report: Eric Tincher, Dean of Student Development, distributed a written report and highlighted the following items. Admissions department attended 17 college planning conferences and 60 high schools in the fall semester and talked to over 700 prospective students.

Panther Preview Day is scheduled for February 4, 2010. Over 500 invitations for the event will be mailed to prospective students. The admissions office has received 229 applications for fall 2010 semester.

Dean Tincher reported that the financial aid office had processed 1,722 FAFSA's this fall and distributed \$2,625,591 in grants, loans, scholarships and work study payments for students.

His department is also in the process of creating new articulation agreements with the University of Phoenix, American University on-line, Newman University and Friends University.

Mr. Tincher reported that there are 210 residents in student housing for the spring semester.

Treasurer's Report: Business Manager Sandi Solander reported that the College receipted about \$500,000 in December and noted that December is usually a slow month. She said the cash balance is about 1.5 million more than last year at the same time. Ms. Solander also distributed the treasurer's report and cash balance comparison report for the Board to review.

President's Report: President Vicky Smith gave the following report. Brian Patrick, assistant dean of the Ottawa Campus, and Tracy Rhine, Director of Allied Health shared that 100% of the students in Janet Wolken's Certified Medication Aide class in Lawrence and 100% of Jamie Goyer's Certified Medication Aide course in Ottawa passed the state board exam. Dr. Smith said this was another example of the fine teaching and learning that occurs at Neosho County Community College.

KBOR staff notified Marie Moore, Director of the Talent Search program at NCCC, that the grant proposal for CACG monies that Ms. Moore and her staff had written to KBOR had been funded for the

2009-2010 year. The College Access Challenge Grant Program is administered by KBOR and the \$28,611 will be used to fund the following activities.

1. A college Day experience for 37 Middle School students including 3 days and 2 nights in the dorms. There will be guest speakers including recent high school graduates.
2. Introduce 6 middle schools girls to a Science and Math program by sending them to Emporia State University's week-long MASTER-IT program.
3. Send 20 students to the Kansas Youth Leadership conference at Fort Hays State University.
4. Introduce 87 middle school students to financial aid opportunities at postsecondary education institutions.
5. Provide Dave Ramsey's *Financial Peace* School Curriculum to 31 students.

Kerrie Coomes, Director of Financial Aid, provided the president's office with a report on the first semester participation in the Panther Elite scholarship. The Panther Elite scholarship "stacks" onto any other scholarship a student may receive. The scholarship includes a maximum of \$500 per semester for tuition, fees, residence hall charges and/or other charges, not covered by other scholarships. The recipient must have a high school GPA at the end of their senior year of 3.5 or higher OR a college career GPA of 3.5 or higher OR have a GED test score of 610 or higher. Students must be enrolled in 12 credit hours a semester and maintain a 3.5 GPA and maintain the eligibility of their base scholarship to retain this "stacking" Panther Elite scholarship.

For the fall 2009 semester 72 Panther Elite scholarships were awarded. After fall grades were posted 22 scholarships or 31% were cancelled because the student did not meet the eligibility requirements. For the spring semester an additional 11 scholarships were awarded for those students who were not eligible to receive the scholarship for the fall term.

The College was informed in late December that the Governor would reduce the state aid coming to higher education. Unlike last year when monies were returned to the state, this year the state will reduce the amount of funds distributed in January. Because of the lack of state cash flow, one half of the state monies were delayed until the end of the first week of January and the second half is expected at the end of January.

The amount of allotment assigned to Neosho County community College for the two "cuts" is \$56,951. That amount, plus the lowered state aid in the 2010 budget means a total of \$296,920 less state aid this year.

Enrollment has been as brisk for the spring semester as it was for the fall semester. On opening day (January 14, 2009) last spring, students had enrollment in 13,357 credit hours. As of today, January 14, 2010, students have enrolled in 15,527 credit hours or 16.25% over opening day last year. In fact, those 15,527 credit hours are 271 more credit hours than last spring's 20th Day number, which was 15,256.

The chart below shows the difference between today's enrollment and Spring 2009's opening day and 20th day enrollments.

Credit Hour Comparison					
Site	Today	Spring 09	% diff	Spring 09	% Diff
		Opening			vis-à-vis

	(1/14/2010)	Day	vis-à-vis'09	20th Day	09
		(1/14/2009)	Opening Day	(2/11/2009)	20th Day
Chanute	5,866	5,726	2.44%	6,014	-2.46%
In-District	1,345	918	46.51%	1,067	26.05%
Out-district	678	629	7.79%	1,416	-52.12%
Ottawa	4,306	3,675	17.17%	4,200	2.52%
On-line	<u>3,332</u>	<u>2,409</u>	<u>38.31%</u>	<u>2,559</u>	<u>30.21%</u>
TOTAL	15,527	13,357	16.25%	15,256	1.78%

There was a growth in credit hours of 1,899 or 14.22% from opening day to 20th day

Total credit hours at each site are shown on the chart below.

Site	Credit Hours	% of total
	(1/14/2010)	
Chanute	5,866	37.78%
In-District	1,345	8.66%
Out-district	678	4.37%
Ottawa	4,306	27.73%
On-line	<u>3,332</u>	21.46%
TOTAL	15,527	100.00%

Agenda Item VIII-A: Summer Hours

For the last several years the Board has approved a 10-hour, four day work week for the summer. President Smith recommended the same schedule for this summer and that the summer hours for non-faculty personnel be Monday through Thursday. All non-faculty personnel will be expected to work the required 40 hours per week. Work schedules could vary, as long as offices are covered. With the approval of their supervisor, employees could flex their forty hour work week or opt to utilize earned vacation during the summer.

Summer hours would begin June 7 and end July 30.

Resolution 2010-1

RESOLVED, that the Board of Trustees of Neosho County Community College approved the recommendation of the President for summer hours. Non-faculty employees will work four 10 hour days beginning June 7 and ending July 30, 2010.

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

Agenda Item VIII-B: Bids of Leasing Copiers

The lease for most of the College's copiers will expire this month. Specifications were developed and the College solicited bids so action could be taken at the January Board meeting. (Copies of the Bid Specifications are attached.) The specifications included two options to which the vendors could respond.

- Option A had three parts:
 - 1) Total annual Equipment cost (i.e., equipment costs are paid up front),
 - 2) Service, parts, labor & supplies, and
 - 3) Image overage cost.
- Option B had two parts:
 - 1) Total equipment, service, parts, labor & supplies (i.e. equipment costs included in cost of each image produced), and
 - 2) Image overage cost.

Bids were solicited from the following companies:

Century Midwest Office Systems, Chanute, KS
Copy Products, Inc., Iola, KS
Corporate Business Systems, Joplin, MO
Digital Connections, Inc., Coffeyville, KS
Digital Graphics, Iola, KS
Service Office & Supply, Chanute, KS

All the companies above submitted bids and were allowed to, in addition to meeting the specifications of Option A and/or Option B, include alternatives with each option. In all, there were 27 different alternatives listed by the six companies. College staff undertook a detailed analysis of each of the 27 alternatives.

The staff recommended that the College select Copy Products, Inc.'s bid specified as *Option B-Alternate 1*, for a 2-year term; \$0.0163/page (image) for black and white copies; \$0.045/page (image) for color copies from Copy Products, Inc., Iola. The bid was selected for the following reasons:

1. It is the lowest bid submitted that meets or exceeds specifications,
2. The bid included a color copier option for the Ottawa campus, to replace their current black and white copier, and
3. The bid included a centralized software management that allows the account codes used by each person making copies to be "pushed" out to whatever copier they will be allowed to use. In addition, reports about the amount of copies made under a particular user's or department account codes can be generated centrally thereby reducing a significant amount of manual reporting functions currently needed to be accomplished by the Chanute Office Services

Clerk, thereby increasing efficiency significantly.

Resolution 2010-2

RESOLVED, that the Board of Trustees of Neosho County Community College accepts the 2-year, Option B, Alternative One (1) copier bid from Copy Products, Inc. for \$27,952.15.

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

Agenda Item VIII-C: Discussion of Ottawa Campus

Dr. Smith introduced John Haas from Ranson Financial Services to discuss funding options for the new campus at Ottawa. Mr. Haas distributed information included sources and uses of funds, estimated debt service schedule, cost benefit analysis, and a time table of events.

Dr. Smith discussed the January 5 meeting of the NCCC Foundation, the agreement between the Foundation and the NCCC Board of Trustees, the City of Ottawa Resolution, an RFP for Design Build proposals, a survey of the proposed property, an EPA Phase 1 Analysis and a consolidated timeline.

Agenda Item VIII-D: Lease Agreement with Neosho County Community College Endowment Foundation

Neosho County Community College has been in discussions with the NCCC Endowment Foundation concerning partnering with the Foundation to expand NCCC's presence in Franklin County, which is part of the Kansas Board of Regents' designated service area for NCCC. The NCCC Foundation passed a resolution indicating they intend to undertake an Educational Facility Project in the City of Ottawa, Kansas, for use by Neosho County Community College; and to apply for issuance of education facility revenue bonds to finance the costs of such a project. When the Foundation has the bonds and builds the educational facility, they will enter into a long-term lease, per Kansas statute, to Neosho County Community College.

The attached resolution is Neosho County Community College's written intention to enter into a lease agreement with the NCCC Foundation for occupying the education facility project the Foundation will build. Such a resolution must be passed by the Neosho County Community College Board of Trustees prior to the development of the final documents the Foundation will sign that commits the Foundation to applying for issuance of educational facility revenue bonds needed to build the facility the College will lease.

The positive approval of this resolution does not legally bind the College to enter into the lease, but rather communicate the College's intent to enter into such a lease. At the February Board of Trustees meeting, a final lease agreement will come before the Board for your approval.

RESOLUTION NO. 2010-3

RESOLUTION NEOSHO COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES EVIDENCING AN INTENT TO UTILIZE AN EDUCATIONAL FACILITY PROJECT IN THE CITY OF OTTAWA, KANSAS; AND TO NEGOTIATE AND ENTER INTO A LEASE AGREEMENT WITH THE NEOSHO COUNTY COMMUNITY COLLEGE FOUNDATION FOR THE USE OF SUCH PROJECT.

WHEREAS, the governing body of Neosho County Community College (the "College") has considered the needs of the College for an educational facility in the City of Ottawa, Kansas (the "City"); and

WHEREAS, the Board of Directors of the Neosho County Community College Foundation (the "Foundation") has determined it to be necessary to undertake the acquisition, construction, equipping and furnishing of an educational facility, of approximately 52,000 square feet, in the City, for use by the College for its educational purposes (the "Project"); and

WHEREAS, the estimated costs of the Project, including reserves and financing costs, are \$5,270,000; and

WHEREAS, the City, or another political subdivision or constituted authority (any of which, an "Issuer") has the power and authority to issue educational facility revenue bonds to provide funds for the purpose of financing the costs of the Project; and

WHEREAS, the Board of Directors of the Foundation has authorized application to an Issuer for issuance of educational facility revenue bonds to acquire, construct, equip and furnish the Project; and

WHEREAS, K.S.A. 71-201(b)(9) authorizes the College to lease, use and operate property which is necessary and desirable for College purposes; and

WHEREAS, the governing body of the College finds the Project to be necessary and desirable for College purposes, and finds it necessary and desirable for the College to negotiate and enter into a lease agreement, without an option to purchase, between the College and the Foundation (the "Lease"), to provide for the use and operation of the Project.

BE IT RESOLVED BY THE GOVERNING BODY OF NEOSHO COUNTY COMMUNITY COLLEGE, AS FOLLOWS:

SECTION 1. Acquisition, Financing and Leasing of Project. The governing body of the College hereby approves of the acquisition, construction, equipping and furnishing of the Project by the Foundation, at an estimated cost of not-to-exceed \$5,270,000, and approves of the application by the Foundation to an Issuer for issuance of Educational Facility Revenue Bonds, in one or more series (the "Bonds"), to finance said Project costs. The governing body of the College hereby further declares its intent to negotiate and enter into the Lease, for use and operation of the Project, with the Foundation, which Lease is to be entered into pursuant to K.S.A. 71-201(b)(9) and is to be a firm term lease that is not subject to annual appropriation by the College.

SECTION 2. Disclosure. For the purpose of enabling a purchaser of the Bonds to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the appropriate officers of the College are hereby authorized: (a) to provide to said purchaser a letter or certification to the effect that the College deems the information regarding the College contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by the Rule; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable said purchaser to comply with the requirement of the Rule.

SECTION 3. Further Action. The officers and representatives of the College are hereby authorized and directed to take such other action as may be necessary to carry out the intent of this resolution.

SECTION 4. **Effective Date.** This resolution shall be effective from and after its adoption.

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ADOPTED by the governing body on January 14, 2010.

(SEAL) _____

Chairperson

ATTEST:

Secretary

Amended Agenda Item VIII-E: Agreement and Statement of Authority for Intended

Lease Agreement

**AGREEMENT AND STATEMENT OF AUTHORITY
FOR INTENDED LEASE AGREEMENT**

THIS AGREEMENT entered into effective January 14, 2010 by and between Neosho County Community College Foundation, a 501(c)(3) nonprofit charitable corporation (the "Foundation") and Neosho County Community College, Neosho County, Kansas, a community college organized under the laws of the State of Kansas (the "College");

WHEREAS, the Board of Trustees of Neosho County Community College has adopted its Resolution No. 2010-3 (the "Resolution") and the terms and statements set forth in said Resolution are incorporated in this Agreement by reference; and

WHEREAS, the Foundation and the College desire an interim understanding pending final negotiation of Lease terms pursuant to said Resolution.

NOW THEREFORE, in consideration of such terms and conditions, the Foundation as intended Lessor and the College as intended Lessee, do hereby agree as follows:

1. Purchase Of Real Estate. The College has entered into an agreement to purchase approximately 27 acres more or less within the service area of Neosho County Community College, identified by addresses 1004 E. Logan and 934 E. Logan, Ottawa, Kansas, the legal description to be established by survey and/or the title insurer. Foundation will, if requested, accept assignment of the College's rights under said purchase agreement, and acquire the property according to the terms of the purchase agreement.

2. Construction Of The New Educational Facility. Plans and specifications for the new educational facility shall be in accordance with and shall satisfy the requirements of the College. For that purpose, the Foundation specifically authorizes the College to act as follows on behalf of the Foundation:

- Take such action deemed necessary for site inspection, testing, preparation, survey, etc. for the purposes of the Resolution.
- Contract for and cause the creation of such designs, plans, drawings, renderings, etc. for the purposes of the Resolution.
- Retain and incur legal services as needed for the purposes of the Resolution, including final Lease preparations, etc.
- Create, issue and analyze Request for Proposals (RFPs) for Design/Build process of a new educational facility in Ottawa to be submitted to the Foundation.
- Recommend the Design/Build contract and finalize the Design/Build contract to be entered into by the Foundation for the purposes of the Resolution.
- Coordinate and manage the acquisition, design and construction process for the new educational facility.
- Coordinate and manage the staffing, furnishing and equipping of the new educational facility.
- Coordinate and manage the relocation of the existing campus staff, furnishings, equipment and services to the new educational facility.

3. Costs Incurred Or Advanced By College. Costs incurred and/or expended by College pursuant to this Agreement shall be recognized and appropriately accounted for in the Lease Agreement or other documents as part of the Foundation's costs for the educational facility to be leased to the College pursuant to the Resolution (such costs to be subordinate to purchasers of the educational facility revenue bonds).

4. Authority To Act. College is granted authority to act on behalf of the Foundation for the limited purposes of this Agreement which is to allow timely and efficient development of the educational facility as will be required for purposes of the intended Lease Agreement and the Resolution. The Foundation shall designate an officer or agent with authority to act and or ratify such actions by the College on behalf of the Foundation upon College request for the purposes of this Agreement and the Resolution.

5. Notices. Any notice required hereunder shall be given to the parties at the following address or as such other address as either party may hereafter designate:

If to the Foundation: NCCC Foundation Director

800 West 14th Street

Chanute, KS 66720

If to the College: Neosho County Community College

Office of the President

800 West 14th Street

Chanute, KS 66720

6. Waiver Of Terms. No covenant or obligation hereunder to be performed may be waived except by the written consent of both parties, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude either party from invoking such remedy at any

later time.

7. Choice Of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

8. Entire Agreement. This document sets forth the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both the Foundation and the College.

9. Severability. Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

10. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, trustees, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

LESSOR: LESSEE:

NEOSHO COUNTY COMMUNITY NEOSHO COUNTY COMMUNITY

COLLEGE FOUNDATION COLLEGE BOARD OF TRUSTEES

BY: _____ BY: _____

Tim Heenan, President David Peter, Chairman

Attest:

Terri Dale, Clerk of the Board

Resolution 2010-4

RESOLVED, that the Board of Trustees of Neosho County Community College approves the Agreement And Statement Of Authority For Intended Lease Agreement between Neosho County Community College Foundation and Neosho County Community College and authorize its execution and delivery.

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

Amended Agenda Item VIII-F: Approval of Real Estate Contract

The College has been working for the last four years on finding the best approach to serving the northern

part of our service area in Franklin and Anderson County. The current approach involves leasing an 18,000 square foot building from the NCCC Foundation, where NCCC offers degrees and certificates to citizens of that part of the service area. The current leased facility has become tight with increases in students attending that site and enrollment at that campus has increased. The need to find a solution to space problems in Ottawa increased with the receipt of a \$2,000,000 federal grant to develop new health care programs at that site. The administration discovered that the Beech Street property could not easily be expanded and that the property was in the flood plain.

Because of these circumstances, the College reviewed their options which included purchasing an existing property and renovating the space to accept the new programs or purchase land and build a new facility that would meet the needs of the northern service area into the future. The Board directed the administration to pursue the latter. Land was identified, a contract signed pending approval by the NCCC Board of Trustees, and earnest money deposited.

Attached are the signed Vacant Land Real Estate Sale Contract, Seller's Vacant Land Disclosure and Condition of Property Addendum, Agency Disclosure Addendum, Vacant Land Real Estate Sale Contract, Buyer Signature Page, and the Addition Terms of Buyer.

The President recommended that the Board approve the resolution below to approve the contracts and to authorize the President to continue to contract for due diligence inspections and other services and to authorize the President, it deemed necessary at her discretion, to elect to extend for 30 days the closing on the land and to pay \$3,000 as a non-refundable consideration to the seller for consideration of such extension.

Resolution 2010-5

RESOLVED, that the Board of Trustees of Neosho County Community College approves the Vacant Land Real Estate Sale Contract, with Seller's Vacant Land Disclosure And Conditions Of Property Addendum, Agency Disclosure Addendum all subject to the Additional Terms Of Buyer (NCCC) attached and incorporated, all dated effective December 30, 2009 for purchase of twenty-seven (27) acres more or less within the service area of Neosho County Community College, all as authorized by K.S.A. 71-201(b)(9), (c) and (d).

Payment of the \$10,000.00 refundable downpayment is ratified and the President is authorized to continue to contract for due diligence inspections and other services to determine if the property is suitable for its intended purposes.

The President is further authorized, if deemed necessary in the discretion of the President, to elect a 30 day extension of the closing and pay \$3,000.00 as non-refundable consideration for the same.

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

Amended Agenda Item VIII-G: HIT Agreement NCCC and Dodge City Community College

Dean Brenda Krumm and Coordinator of the Health Information Technology program, Jo Jurgensen, have begun discussion with several community colleges in western Kansas to enter into agreements where NCCC will provide our Medical Coding certificate and the Health Information Technology AAS degree to students in the western Kansas community colleges.

The first agreement will be between NCCC and Dodge City Community College. DCCC has agreed to articulate their allied health certificates with NCCC's programs in coding and health information. The

agreement is attached.

Only two community colleges in Kansas have the AAS Health Information Technology program, NCCC and Hutchinson Community College. This agreement allows HIT education to be available to residents of the Dodge City Community College service area.

The President recommended that the Board approved the below resolution.

Resolution 2010-6

RESOLVED, that the Board of Trustees of Neosho County Community College approves the Agreement for Neosho County Community College Health Information Technology (HIT) AAS Degree and Medical Coding Certificate with Dodge City Community College, and executive and delivery of the Agreement is authorized.

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

**AGREEMENT FOR
NEOSHO COUNTY COMMUNITY COLLEGE
HEALTH INFORMATION TECHNOLOGY (HIT) AAS Degree and
MEDICAL CODING CERTIFICATE
WITH
DODGE CITY COMMUNITY COLLEGE**

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

I. NCCC Obligations

1. NCCC will plan and produce a Health Information Technology Associate of Applied Science Degree and Medical Coding Certificate at DCCC ("the Programs") in accordance with the objectives, standards and philosophy of the NCCC Health Information Technology (HIT) Program/Medical Coding Certificate.
2. NCCC agrees to employ Health Information Technology/Medical Coding instructors and staff as required for the Programs.
3. NCCC will bear the cost of instruction for students in the Programs.
4. NCCC will insure that graduates from the Programs will be eligible to participate in graduation ceremonies at either or both institutions.
5. NCCC will be responsible for all accreditations as may be required through the State Program Alignment process.

6. NCCC will be responsible for all clinical site organization including clinical instructor compensation.

II. DCCC Obligations

1. DCCC will provide support services for students in the Programs as they would for any other student at DCCC (counseling, bookstore, food service, student union, academic, etc.).

2. DCCC will refrain from offering any additional allied health course that would supplant NCCC Health Information and Medical Coding courses offered for the Programs (excluding those that DCCC already offers, i.e. those listed in the 2005-2007 DCCC Catalog).

3. DCCC will refrain from duplicating any aspect of the NCCC HIT/medical coding curriculum or any curriculum materials supplied or developed by NCCC for the Programs (i.e. syllabi, tests, program curriculum, audio visual materials, online course materials).

III. Mutual Benefits And Responsibilities

1. Students admitted into the Programs are students of NCCC and all state aid, tuition and student fees for Program courses shall be received by NCCC. DCCC will recruit and will be entitled to retain all state aid, tuition and student fees for all general education/"pre-health information technology/medical coding" courses offered at DCCC.

2. The Programs will begin offering courses at DCCC Spring Semester 2010.

3. NCCC and DCCC will work cooperatively to implement and conduct the Programs. Areas of disagreement will be resolved in an informal manner by the Presidents of the Colleges or their designees.

4. Student issues for the Program courses will be resolved using the procedures of the NCCC Catalog and Student Handbook for student grievances, appeals, etc.

5. Students will be responsible for payment of Program courses to NCCC and general education and "pre-health information technology/medical coding" courses to DCCC.

IV. Program Discontinuation

1. If either NCCC or DCCC wish to discontinue either of these Programs after it is implemented, the party wishing to discontinue must notify the other party in writing by September 1 of the year prior to the last academic year of the Program. For instance, if NCCC decides to discontinue the Program at the end of the academic year (Spring) 2011, NCCC will notify DCCC on or before September 1, 2010. Discontinuation of either Program will be subject to the provisions of this section.

2. Students enrolled in the Program will have the opportunity to complete the full program offered in the curriculum.

V. Miscellaneous

1. This Agreement is subject to approval by the Board of Trustees by each party.

2. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

3. NCCC faculty members, support staff and other personnel employed by NCCC for the Programs shall

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

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

5. Each party is solely responsible for its own actions or failure to act under this Agreement and shall indemnify and hold the other party harmless from claims, demands, liabilities, actions, suits or proceedings (collectively "claims") to the extent such claims are the result of the party's sole act or omission and the indemnification and/or hold harmless is permitted by K.S.A. 71-201a and any amendments thereto.

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

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

Date: _____ Date: _____

NEOSHO COUNTY COMMUNITY COLLEGE
COLLEGE

DODGE CITY COMMUNITY

PRESIDENT

PRESIDENT

HIT, CODING & TRANSCRIPTION COORDINATOR

CHAIR, BOARD OF TRUSTEES CHAIR, BOARD OF TRUSTEES

Health Information Technology (HIT) Course Rotation

Program Courses Offered by NCCC Program Courses Offered by DCCC

Intro to Computer Info Systems 3

(For students with no computer background)

- *Intro to Health Information Technology 3 First Year Seminar 1
- *Legal Aspects of Health Information 3 Computer Concepts & Apps 3
- HIT Clinical Affiliation I 3 Medical Terminology 3
- *Introduction to Pharmacology 3 English Composition I 3
- *Billing and Insurance 3 General Psychology 3
- *Electronic Health Records 3 Pathophysiology 3
- *Healthcare Statistics 3 Anatomy and Physiology 3
- *Introduction to ICD-9-CM Coding 3 Anatomy and Physiology Lab 2
- *Quality Improvement 3 Interpersonal Communication 3
- *Management and Supervision 3
- *Current Events in HIT 3
- *Intro to CPT Coding 3
- *Alternative Healthcare Systems in HIT 3
- HIT Clinical Affiliation II 3

TOTAL NCCC HOURS 42 TOTAL DCCC HOURS 24-27**Medical Coding Course Rotation****NCCC Generated Courses DCCC Generated Courses**

Recommended Pre/Co-Requisites

- English Comp. I 3
- Computer Concepts and Apps 3
- *Human Body in Health and Disease 3 Medical Terminology 3
- *Introduction to Health Information Tech 3
- *Introduction to Pharmacology 3
- *Introduction to ICD-9-CM Coding 3
- *Medical Assisting I 3
- *Introduction to CPT Coding 3
- *Medical Coding National Exam Review 1

TOTAL NCCC HOURS 19 TOTAL DCCC Hours 3-9

*Online Courses

Amended Agenda Item VIII-H: Executive Session-Negotiations

Upon a motion and a second the Board recessed into executive session for 15 minutes to discuss matters relating the employer-employee negotiations and to include the President, Vice President for Student Learning, Vice President for Administration, Business Manager and the College Attorney. Motion passed. The Board entered executive session at 7:35 p.m.

The Board returned to open meeting at 7:50 p.m.

Agenda Item IX-A: Adjournment

Upon a motion and a second the meeting adjourned at 7:51 p.m.