NEOSHO COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES

AGENDA

June 13, 2017 – 5:30 P.M. Student Union – Room 209

I. Call to Order

- II. Roll Call
- III. Public Comment

IV. Approval of the Agenda

V. Consent Agenda

- A. Minutes from May 9, 2017
- B. Claims for Disbursement for May 2017
- C. Adidas Recognition of Steve Murry's 1,000 Win
- D. LaHarpe Welding Instructor Job Description
- E. Revised Job Descriptions for Part-time Assistant Coach, Assistant Coach, Head Coach and Assistant Athletic Trainer
- F. Revised Job Descriptions for Coordinator of Residence and Student Life, Assistant Director of Residence and Student Life and Director of Residence and Student Life
- G. Personnel

VI. Reports

- A. Energy Solutions Professionals Bob Miller
- B. Student Services Kerrie Coomes
- C. Treasurer Sandi Solander
- D. KACCT Report Dennis Peters
- E. President Dr. Brian Inbody

VII. Old Business

- A. Resolution 2017-23: Energy Performance Contract
- B. Resolution 2017-24: Handgun Exception to Weapons Policy (second reading)
- C. Resolution 2017-25: Revised Campus Safety and Security Policy (second reading)
- D. Resolution 2017-26: Revised Tobacco Use Policy (second reading)

VIII. New Business

- A. Resolution 2017-27: Accounts Receivable Write Off
- B. Resolution 2017-28: 2017-2018 Student Handbook
- C. Resolution 2017-29: Residence Hall Safes
- D. Resolution 2017-30: Request for Alcohol on the Ottawa Campus for Scholarships Fundraiser
- E. Resolution 2017-31: Request for Alcohol on the Chanute Campus for All Alumni Reunion
- F. Resolution 2017-32: Bids to Lease 12-Passenger Vans
- G. Executive Session: Employer/Employee Negotiations
- H. Resolution 2017-33: Approval of the 2017-2018 PEA Negotiated Agreement
- I. Executive Session: Non-elected Personnel
- IX. Adjournment

NEOSHO COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES

MINUTES

June 13, 2017 – 5:30 P.M. Student Union – Room 209

I. CALL TO ORDER

David Peter called the meeting to order at approximately 5:30 p.m. in Room 209 of the Student Union.

II. ROLL CALL

The following members were present: Charles Boaz, Lori Kiblinger, David Peter, Dennis Peters and Jenny Westerman.

Also in attendance were Kerrie Coomes, Marie Gardner, Denise Gilmore, Dr. Brian Inbody, Bob Miller, Kent Pringle, Kerry Ranabargar, Sarah Robb, Ben Smith, Sandi Solander, and The Chanute Tribune.

III. PUBLIC COMMENT

There were no speakers.

IV. APPROVAL OF THE AGENDA

On motion by Dennis Peters and second by Jenny Westerman the agenda was approved as presented.

V. CONSENT AGENDA

On motion by Charles Boaz and second by Dennis Peters the following items were approved by consent:

A. Minutes from May 9, 2017

B. Claims for Disbursement for May 2017

C. Adidas Recognition of Steve Murry's 1,000 Win

Recently NCCC Head Baseball Coach Steve Murry won his 1,000th game as a head coach, with all of these wins occurring at NCCC. To honor this achievement the Adidas Company, who is our sole athletic apparel provider, presented the college with a pair of "Championship Series" athletic shoes. The shoes are valued greater than the Board of Trustees Policy allows for vender gifts to individuals, so the shoes were presented to the college. The administration recommended that the Board present the shoes to Steve Murry in recognition of his accomplishment of 1,000 career wins.

D. LaHarpe Welding Instructor Job Description

The LaHarpe welding program currently has 30 students enrolled for the fall semester. A fulltime instructor will be located at the LaHarpe facility. It was the president's recommendation that the Board approve the creation of the job description for the LaHarpe welding program as set out below.

WELDING INSTRUCTOR – LAHARPE

Reports to: Dean of Outreach and Workforce Development Classification: Instructor, 9-month position Fringe Benefits per PEA Negotiated Agreement Salary Range: Instructor Scale Created: June 2017

The position reports to the Dean of Outreach and Workforce Development and is responsible for providing effective classroom instruction resulting in welding certification and achievement of industry standards. Duties include, but are not limited to:

Essential Functions

- 1. Provide premiere quality service to all constituencies of the College.
- 2. Engage in continuous quality improvement and professional development.

Duties and Responsibilities

- 1. Provide premiere quality service to all constituencies of the College;
- 2. Engage in continuous quality improvement and professional development;
- 3. Meet all classes as scheduled;
- 4. Participate actively in the student-advising program;
- 5. Participate in all in-service educational programs designed for professional growth;
- 6. Post and hold regular office hours for student consultation;
- 7. Serve as faculty representative on various institutional committees;
- 8. Spend a minimum of 35 hours per week at the designated facility/facilities;
- 9. Maintain course grades, attendance, and other required course documentation on InsideNC;
- 10. Complete outcomes assessment;
- 11. Articulate high school, community college and university curricula into cohesive 2+2+2 opportunities for students;
- 12. Collaborate with industry and serve as the liaison between high school and college personnel;
- 13. Work with the program advisory council;
- 14. Perform other duties as assigned by the dean of outreach and workforce development with the approval of the vice president of student learning.

Required Knowledge and Abilities

- 1. Experience working with high school and college-age populations preferred;
- 2. Excellent communication and supervision skills required;
- 3. Flexibility required;
- 4. The ability to implement this vocational program in partnership with a local school district and community college is a must.

Education and Experience

- Master's degree preferred;
- Bachelor's degree in industrial technology related field, or specialty certification required;
- Practical welding experience required (minimum 4000 hours); and
- Teaching experience preferred.

Working Conditions

The job includes both classroom and lab environments. The classroom and lab are heated. The lab has large overhead doors for air circulation/cooling. The ability to drive and means of transportation are necessary.

Non-Discrimination

The current non-discrimination policy can be found at: <u>http://www.neosho.edu/Portals/0/Policies/Employee/Personnel/Non-discrimination.pdf</u>

E. Revised Job Descriptions for Part-time Assistant Coach, Assistant Coach, Head Coach and Assistant Athletic Trainer

Over the years the job descriptions for coaches have changed and evolved. In addition, with some coaches having been employed at NCCC for 10 or more years their job descriptions are out of date. In an effort to clean up the job descriptions of the coaches, a job description was created for Head Coach, full-time Assistant Coach, and part-time Assistant Coach rather than having individual job descriptions relative to each sport. The Assistant Athletic Trainer job description has also been revised. Copies of the job descriptions follow.

It was the president's recommendation that the proposed job descriptions for the Head Coach, full-time Assistant Coach, part-time Assistant Coach and Assistant Athletic Trainer be approved.

ASSISTANT ATHLETIC TRAINER

Reports to: Head Athletic Trainer Classification: Professional Employee Fringe Benefits per PEA Negotiated Agreement Salary Range: Per PEA Negotiated Agreement Revised: June 2017

This position reports to the Head Athletic Trainer and is responsible for assisting the Head Athletic Trainer with prevention, evaluation, management, and rehabilitation of injures as part of the Neosho County Community College sports medicine program. Duties include but are not limited to:

Essential Functions

- 1. Provide premiere quality service to all constituencies of the College.
- 2. Engage in continuous quality improvement and professional development.

Primary Functions

- Assist Head Athletic Trainer in providing an overall sports medicine program for Neosho County Community College including: injury prevention programs, injury evaluations, injury management, injury treatment and rehabilitation, and educational programs;
- 2. Provide athletic training services for the athletic department, including attendance at scheduled team practices, and home and away competitions as assigned by the Head Athletic Trainer;
- 3. Assist with physical examinations and medical referrals for student-athletes to determine their ability to practice and compete;
- 4. Work with the Head Athletic Trainer to recruit and supervise athletic training students.
- 5. Regularly track the medical inventory and maintain the necessary athletic training room supplies;
- 6. Maintain the Athletic Training Room in an orderly and sanitary state;
- 7. Maintain accurate files on each student-athlete;
- 8. Assist Head Athletic Trainer with the filing of insurance claims for athletic injures and assist parents and athletes with filing the claims;
- 9. In conjunction with the Head Athletic Trainer, teach ten (10) hours of athletic training classes during the school year;
- 10. Perform other duties as assigned by the Head Athletic Trainer and Athletic Director.

Required Knowledge, Skills and Abilities

- 1. Excellent interpersonal skills.
- 2. Excellent organizational skills.
- 3. Effective oral and written communication skills.

Education and Experience

- A Bachelor's degree in Athletic Training or related field. Master's degree preferred.
- Certified by the National Athletic Trainers Association Board of Certification.
- Current state licensure or ability to obtain licensure upon selection with Kansas State Board of Healing Arts.
- First Aid/CPR certified.
- Preferred professional experience as clinical staff, graduate assistant, or other athletic trainer at high school, community college, or 4-year institution.

Working Conditions

- 1. Normal office working environment.
- 2. Ability to sit in an office chair for long periods while operating a personal computer is required.
- 3. The employee is required to walk extensively, sit, stand, talk and hear.
- 4. Specific vision abilities required by this job include close vision and the ability to adjust focus.
- 5. Travel will be required.
- 6. Ability to occasionally lift and transport items weighing up to 100 pounds is required.
- 7. Weekends will be required as well as some flexibility in early or late hours.
- 8. Ability to drive up to 12 passenger van.
- 9. Must have a valid driver's license and be able to drive school vehicles per board policy.

Non-Discrimination

The current non-discrimination policy can be found at: <u>http://www.neosho.edu/Portals/0/Policies/Employee/Personnel/Non-discrimination.pdf</u>

ASSISTANT COACH – PART TIME

Reports to: Head Coach Classification: Part-time, 9-month Employee Pay Status: Management Support No Fringe Benefits, KPERS Eligible Starting Salary: \$15,050 Revised: June 2017

Position: This position reports to the Head Coach of that sport and is responsible for all procedures and activities relating to the designated sport program. Duties include, but are not limited to:

Essential Functions

- 1. Provide premier quality service to all constituencies of the College.
- 2. Engage in continuous quality improvement and professional development.

Duties and Responsibilities

- 1. Recruit and retain student-athletes to fill the team from outside the general student body and meet minimum program numbers as assigned by the Athletic Director;
- 2. Assist the Head Coach in implementing a comprehensive plan for student-athletes to develop their skills through weight training, conditioning, and practice;
- 3. Assist the Head Coach with guiding student-athletes' academic progress including overseeing study hall and monitoring class attendance;
- 4. Oversee workouts in weight room and practice site as directed by the Head Coach;
- 5. Assist graduating student-athletes in transferring on to appropriate four-year institutions;
- 6. Monitor behavior of student athletes and administer discipline when needed;
- 7. Develop a thorough knowledge of and abide by current NJCAA, Region VI, KJCCC, and NCCC rules and regulations.
- 8. Assist the Head Coach in gathering necessary documentation for completion of NJCAA eligibility forms ;
- 9. Assist the Head Coach in requesting funds for necessary purchases including equipment, uniforms, travel, and other items within the given budget;
- 10. Drive and/or supervise school vehicles for recruiting and team travel;
- 11. Monitor financial obligations of student athletes to the college;
- 12. Perform other duties as assigned by the Head Coach and Athletic Director.

Required Knowledge, Skills and Abilities

- 1. Excellent interpersonal skills.
- 2. Ability to work effectively with diverse populations.
- 3. Must have valid driver's license and be able to drive school vehicles per board policy.
- 4. Ability to drive up to 12 passenger van.
- 5. Organizing and coordinating skills.
- 6. Ability to communicate effectively, both orally and in writing.
- 7. Ability to work irregular hours including some evenings and weekend.
- 8. Excellent computer skills.
- 9. Ability to appropriately exercise independent initiative and judgment.
- 10. Willingness and ability to work as a member of a team.

Education and Experience

- 1. Bachelor's degree preferred.
- 2. One year experience coaching the sport preferred;

3. Experience at a community college preferred.

Working Conditions

- 1. Normal office working environment.
- 2. Ability to sit in an office chair for long periods while operating a personal computer is required.
- 3. The employee is required to walk extensively, sit, stand, talk and hear.
- 4. Specific vision abilities required by this job include close vision and the ability to adjust focus.
- 5. Travel will be required.
- 6. Ability to occasionally lift and transport items weighing up to 50 pounds is required.
- 7. Weekends will be required as well as some flexibility in early or late hours.

Non-Discrimination

The current non-discrimination policy can be found at: <u>http://www.neosho.edu/Portals/0/Policies/Employee/Personnel/Non-discrimination.pdf</u>

ASSISTANT COACH

Reports to: Head Coach Classification: Full-time, 9-month Employee Pay Status: Academic Management Support Fringe Benefits per Board Policy Starting Salary: \$19,000 Revised: June 2017

Position: This position reports to the Head Coach of that sport and is responsible for all procedures and activities relating to the designated sport program. Duties include, but are not limited to:

Essential Functions

- 3. Provide premier quality service to all constituencies of the College.
- 4. Engage in continuous quality improvement and professional development.

Duties and Responsibilities

- 1. Recruit and retain student-athletes to fill the team from outside the general student body and meet minimum program numbers as assigned by the Athletic Director;
- 2. Assist the Head Coach in implementing a comprehensive plan for student-athletes to develop their skills through weight training, conditioning, and practice;
- 3. Assist the Head Coach with guiding student-athletes' academic progress including overseeing study hall and monitoring class attendance;
- 4. Supervise team managers, and college work-study students;
- 5. Oversee workouts in weight room and practice site as directed by the Head Coach;
- 6. Assist graduating student-athletes in transferring on to appropriate four-year institutions;
- 7. Monitor behavior of student athletes and administer discipline when needed;
- 8. Develop a thorough knowledge of and abide by current NJCAA, Region VI, KJCCC, and NCCC rules and regulations.
- 9. Assist the Head Coach in gathering necessary documentation for completion of NJCAA eligibility forms ;
- 10. Assist the Head Coach in requesting funds for necessary purchases including equipment, uniforms, travel, and other items within the given budget;
- 11. Drive and/or supervise school vehicles for recruiting and team travel;
- 12. Attend all athletic meetings called by the Administration;
- 13. Monitor financial obligations of student athletes to the college;
- 14. Perform non-coaching duties as assigned;
- 15. Perform other duties as assigned by the Head Coach and Athletic Director.

Required Knowledge, Skills and Abilities

- 1. Excellent interpersonal skills.
- 2. Ability to work effectively with diverse populations.
- 3. Must have a valid driver's license and be able to drive school vehicles per board policy.
- 4. Ability to drive up to 12 passenger van.
- 5. Organizing and coordinating skills.
- 6. Ability to communicate effectively, both orally and in writing.
- 7. Ability to work irregular hours including some evenings and weekend.
- 8. Excellent computer skills.
- 9. Ability to appropriately exercise independent initiative and judgment.
- 10. Willingness and ability to work as a member of a team.

Education and Experience

- 1. Bachelor's degree preferred.
- 2. One year experience coaching the sport preferred;
- 3. Experience at a community college preferred.

Working Conditions

- 1. Normal office working environment.
- 2. Ability to sit in an office chair for long periods while operating a personal computer is required.
- 3. The employee is required to walk extensively, sit, stand, talk and hear.
- 4. Specific vision abilities required by this job include close vision and the ability to adjust focus.
- 5. Travel will be required.
- 6. Ability to occasionally lift and transport items weighing up to 50 pounds is required.
- 7. Weekends will be required as well as some flexibility in early or late hours.

Non-Discrimination

The current non-discrimination policy can be found at: http://www.neosho.edu/Portals/0/Policies/Employee/Personnel/Non-discrimination.pdf

HEAD COACH

Reports to: Athletic Director Contract Length: Begins the second Monday following the end of the season for the sport and ends the Sunday before the second Monday following full completion of the competition season for the sport, including playoffs or championship tournaments Classification: Professional Employee Fringe Benefits per PEA Negotiated Agreement Salary Range: Per Negotiated Agreement Revision Date: June 2017

This position reports to the Athletic Director and is responsible for all procedures and activities relating to the respective sports program. Duties include, but are not limited to:

Essential Functions

- 1. Provide premiere quality service to all constituencies of the College.
- 2. Engage in continuous quality improvement and professional development.

Duties and Responsibilities

- 1. Recruit and retain student-athletes to fill the team from outside the general student body and meet minimum program numbers as assigned by the Athletic Director.
- 2. Prescribe and supervise training programs for practice, strength training, and conditioning.
- 3. Supervise and guide student-athletes academic progress including overseeing study hall and monitoring class attendance
- 4. In conjunction with student-athletes designated academic advisor, actively participate in the studentadvising program.
- 5. Supervise assistant coach(es) for the appropriate sport.
- 6. Assist graduating student-athletes in transferring on to appropriate four-year institutions.
- 7. Monitor the citizenship of student-athletes and administer discipline when needed.
- 8. Supervise and organize community service and engagement activities for the respective team.
- 9. Develop a thorough knowledge of and abide by current NJCAA, Region VI, KJCCC, and NCCC rules and regulations.
- 10. Assist in gathering all information needed to prepare NJCAA Eligibility Forms for submission.
- 11. Work with the Athletic Director to schedule competitions for the respective sport.
- 12. Fully participate in the departmental budgeting, purchasing, and inventorying process.
- 13. Fully utilize NCCC's Student Learning Outcomes Assessment System at the course, program, and general education level and at the co-curricular level where appropriate.
- 14. Attend all meetings called for by the Administration.
- 15. Drive or supervise transportation for all team travel and recruiting.
- 16. Attend all appropriate Region VI and KJCCC coaches meetings.
- 17. Monitor financial obligations of student-athletes to the college
- 18. Fulfill the professional development requirements found in the Negotiated Agreement.
- 19. Attend commencement exercises.
- 20. Perform non-coaching duties as assigned by the Athletic Director.
- 21. Perform other duties as assigned by the Athletic Director.

Required Knowledge, Skills and Abilities

- 1. Excellent interpersonal skills.
- 2. Ability to work effectively with diverse populations.
- 3. Must have a valid driver's license and be able to drive school vehicles per board policy.
- 4. Ability to drive up to 12 passenger van.
- 5. Organizing and coordinating skills.
- 6. Ability to communicate effectively, both orally and in writing.
- 7. Ability to work irregular hours including some evenings and weekend.
- 8. Excellent computer skills.
- 9. Ability to appropriately exercise independent initiative and judgment.
- 10. Willingness and ability to work as a member of a team.

Education and Experience

- Bachelor's Degree required, Master's Degree preferred.
- Minimum one year experience coaching required, three years preferred.
- Experience in community college athletics preferred.

Working Conditions

- 1. Irregular work hours may be required including some nights and weekends.
- 2. Occasional strenuous physical work including heavy lifting, pushing, or pulling required objects up to 50 pounds.
- 3. Travel is required.

Non-Discrimination

The current non-discrimination policy can be found at: <u>http://www.neosho.edu/Portals/0/Policies/Employee/Personnel/Non-discrimination.pdf</u>

F. Revised Job Descriptions for Coordinator of Residence and Student Life, Assistant Director of Residence and Student Life and Director of Residence and Student Life

As Residence Life is transitioning to a Residential Curriculum Model, we believed that it would be best to switch our contracts to academic to reflect this change. Under the Residential Curriculum Model, as laid out by the ACPA (Association of College Personnel Association), Residence Life Professionals take a more intentional role in educating students that live on campus. By designing a curriculum that adheres to the ten essential elements as defined by the ACPA, professionals are able to create structured learning goals and outcomes, which drive strategies used to accomplish them. Instead of focusing solely on exposing students through programming, professionals are able to utilize a number of different strategies and focus on student learning instead of student exposure. Some of the strategies that we will be utilizing in addition to active programming are individual interactions, community conversations, and passive programming. It was the president's recommendation that the Board approve the revised job descriptions for the Coordinator of Residence and Student Life, the Assistant Director of Residence and Student Life and the Director of Residence and Student Life as set out below.

COORDINATOR OF RESIDENCE AND STUDENT LIFE

Reports to: Assistant Director of Residence & Student Life Classification: Permanent Part-time, 25-hours a week, 10-month Employee Pay Status: <u>Academic</u> Management Support Fringe Benefits per Board Policy Starting Salary Range: \$12,000 Residence hall apartment and food service provided Revised: <u>April June</u> 2017

This position is a member of the Student Services team who reports to the Assistant Director of Residence and Student Life. This position is responsible for assisting in implementing athe residential curriculum comprehensive residential and student life programs. This is a live-in position.

Essential Functions

- 1. Provide premiere quality service to all constituencies of the College.
- 2. Engage in continuous quality improvement and professional development.

Duties and Responsibilities

Residence Life

- 1. Support the Assistant Director of Residence & Student Life in supervising both residence halls, including sharing on-call duty by responding to incidents in person or by college-provide phone.
- 2. Assist in conducting regular meetings of all residents as needed each semester to explain the rules, procedures, residence hall policies, disseminate general information, and obtain suggestions from students to provide opportunities for all resident students to interact throughout the semester.
- 3. Provide leadership in emergency and problem situations and communicate all concerns to the Assistant Director of Residence & Student Life through written incident reports, meetings, and immediate oral communication when situation necessitates.
- 4. Assist in the supervision for student housing security including door locks, mail delivery, emergency exits, and screening housing guests; implement safety processes including fire drills and health and safety inspections each semester.
- 5. Monitor and report any building maintenance issues within the residence halls in order to maintain a housing facility that is attractive, clean and safe.
- 6. Enhance retention efforts by promoting a sense of community and fostering <u>student learning and</u> <u>development in the residence halls through implementation of the residential curriculumout of class</u> learning in the residence halls through residence life activities; initiate contact on a regular basis with students in the residence halls and become personally acquainted with each resident; manage and provide follow-up to resident needs and concerns.
- 7. Assist with planningdesigning, coordinatingimplementing, and supervisingassessing the residential curriculum (as defined by the ACPA)-residence life social functions.
- 8. Assist in planning wellness programming to facilitate an alcohol and drug-free campus community.
- 9.8. Attend weekly meetings of the housing staff.

Student Life

1. Assist with programs and services for all students, including commuter and non-traditional student populations at the Chanute campuses;

2. Perform other miscellaneous duties as assigned by the Assistant Director of Residence and Student Life and/or Director of Residence and Student Life.

Required Knowledge, Skills and Abilities

- 1. Must possess a service mentality toward students, parents and others.
- 2. Excellent interpersonal skills.
- 3. Ability to work effectively with diverse populations.
- 4. Organizing and coordinating skills.
- 5. Ability to communicate effectively, both orally and in writing.
- 6. Ability to exercise sound judgment independently.
- 7. Ability to provide a model of maturity and leadership to students and staff.
- 8. Ability to handle disciplinary issues as they arise in a firm, fair manner.
- 9. Willingness and ability to work as a member of a team.
- 10. Excellent computer skills.

Education and Experience

- 1. Associate's degree required; Bachelor's degree preferred.
- 2. 1-2 years of experience in residence and/or student activities preferred.

Working Conditions

- 1. Work is performed in both a typical interior/office work environment and outdoors/many locations across campus.
- 2. Evening hours are required.
- 3. Some physical effort/heavy lifting is required.

Non-Discrimination

The current non-discrimination policy can be found at: http://www.neosho.edu/Portals/0/Policies/Employee/Personnel/Non-discrimination.pdf

ASSISTANT DIRECTOR OF RESIDENCE AND STUDENT LIFE

Reports to: Director of Residence & Student Life Classification: Full-time, 11-month Employee Pay Status: <u>Academic</u> Administrator, Exempt Fringe Benefits per Board Policy Starting Salary Range: \$18,000-\$23,000 (salary not updated) Residence hall apartment, food service, and cell phone allowance provided Revised: JanuaryJune 2017

This position is a member of the Student Services team who reports to the Director of Residence and Student Life. This position is responsible for assisting in implementing <u>a comprehensivethe</u> residential <u>curriculum</u> and student life program<u>s</u>. This is a live-in position.

Essential Functions

- 1. Provide premiere quality service to all constituencies of the College.
- 2. Engage in continuous quality improvement and professional development.

Duties and Responsibilities

Residence Life

- 1. Supervise both residence halls, including on-call duty.
- 2. Conduct regular meetings of all residents as needed each semester to explain the rules, procedures, residence hall policies, disseminate general information, and provide opportunities for all residents to interact throughout the semester.
- 3. Maintain complete and up-to-date records of all room assignments, room check-in and check-out, damage assessment, and operational activities; provide up-to-date information to the business office to facilitate the collection of housing contracts and housing paperwork.
- 4. Provide leadership in emergency and problem situations and communicate all concerns to the Director of Residence & Student Life through written incident reports, meetings, and immediate oral communication when situation necessitates.
- 5. Assist the Director of Residence and Student Life with all student disciplinary concerns through appropriate investigation and resolution.
- 6. Serve as a Title IX Investigator for student cases.
- 7. Provide direct supervision for student housing security including door locks, mail delivery, emergency exits, and screening housing guests; implement safety processes including fire drills and health and safety inspections each semester.
- 8. Monitor and report any building maintenance issues within the residence halls in order to maintain a housing facility that is attractive, clean and safe.
- 9. Enhance retention efforts by promoting a sense of community and fostering <u>out-of classstudent</u> learning <u>and development</u>-in the residence halls through <u>residence life activities</u><u>implementation of the</u> <u>residential curriculum</u>; initiate contact on a regular basis with students in the residence halls and become personally acquainted with each resident; manage and provide follow-up to resident needs and concerns.
- <u>10. PlanDesign</u>, coordinateimplement, and <u>superviseassess</u> residence life social functions. the residential curriculum (as defined by the ACPA), which includes but is not limited to:
 - a. Create and assess learning goals and outcomes for residents
 - b. Utilize educational strategies to advance learning outcomes
 - c. Collaborate with stakeholders across campus to strengthen and assess the curriculum
 - a.d. Provide opportunities for residents to further their personal development

10. Plan wellness programming to facilitate an alcohol and drug-free campus community.

- 11. Conduct regular meetings and evaluations with housing staff and resident assistants.
- 12. Provide leadership for the training of professional and student employees who compose the support staff within this department.
- 13. Utilize programming as a means of increasing interaction between residents, developing residents' interests and skills, and contributing to learning outcomes.
- 14.13. Assist in the publication of the residence hall handbook and other related written materials.

Student Life

- 1. Serve as campus-wide coordinator of student activities (Student Senate Advisor), responsible for promoting, evaluating, and reporting on recommendations for future events to meet the needs of students.
- 2. Formulate, develop, and implement a comprehensive programming model for all students including commuter and non-traditional student populations at the Chanute campus;
- 3. Coordinate facilities and venues for student event programming.
- 4. Maintain a campus student calendar with all student events and activities.
- 5. Perform other miscellaneous duties as assigned by the Director of Residence and Student Life and/or Dean of Student Services.

Required Knowledge, Skills and Abilities

- 1. Must possess a service mentality toward students, parents and others.
- 2. Excellent interpersonal skills.
- 3. Ability to work effectively with diverse populations.
- 4. Organizing and coordinating skills.
- 5. Ability to communicate effectively, both orally and in writing.
- 6. Ability to exercise sound judgment independently.
- 7. Ability to provide a model of maturity and leadership to students and staff.
- 8. Ability to handle disciplinary issues as they arise in a firm, fair manner.
- 9. Willingness and ability to work as a member of a team.
- 10. Excellent computer skills.

Education and Experience

- 1. Bachelor's degree required; Master's degree preferred.
- 2. 1-2 years of experience in residence and/or student activities preferred.

Working Conditions

- 1. Work is performed in both a typical interior/office work environment and outdoors/many locations across campus.
- 2. Evening and weekend hours are required.
- 3. Some physical effort/heavy lifting is required.

Non-Discrimination

The current non-discrimination policy can be found at: http://www.neosho.edu/Portals/0/Policies/Employee/Personnel/Non-discrimination.pdf

DIRECTOR OF RESIDENCE & STUDENT LIFE

Reports to: Dean of Student Services Classification: Full-time, 11-month Employee Pay Status: <u>Academic</u> Administrator, Exempt Fringe Benefits per Board Policy Starting Salary Range: \$25,000 - \$30,000 (salary not updated) Food service and cell phone allowance provided Revised: <u>JanuaryJune</u> 2017

This position is a member of the Student Services team who reports to the Dean of Student Services. This position is responsible for providing leadership and direction for a comprehensive student life program and ensuring the college is providing housing that is safe and conducive to living and learning. This position will work directly with other student services areas to implement a comprehensive student services program for the college.

Essential Functions

- 1. Provide premiere quality service to all constituencies of the College.
- 2. Engage in continuous quality improvement and professional development.

Duties and Responsibilities

Residence Life:

Leadership and Management

- 1. Oversee both residence halls, including the supervision of professional employees, and facility maintenance.
- 2. Administer all student disciplinary hearings and resolve code of conduct issues per College policies in collaboration with the Dean of Student Services. This includes appropriate investigation and resolution of incidents and situations.
- 3. Serve as a Title IX Investigator for student cases.
- 4. Provide leadership for the training of professional and student employees who compose the support staff within this department.
- 5. Ensure that regular meetings of all resident students are held as needed each semester to explain the rules, procedures, residence hall policies, disseminate general information, and obtain suggestions from students to provide opportunities for all resident students to interact throughout the semester.
- 6. 4.5. Facilitate the Residence and Student Life annual budget and resource allocation. Plan for program and facility improvements through Dean of Student Services.
- 7. Strive to make the residence hall a strong financial asset for the college.
- 8. Obtain feedback from students on meal-plan contracts and quality of service provided in the school cafeteria and communicate those concerns to food service provider by sponsoring the Food Service Committee.
- 9. Coordinate with staff the publication of the residence hall handbook and other related written materials.
- 10. Coordinates compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Americans with Disabilities Act Amendments Act of 2008.
- <u>11.</u> Provide appropriate services and referral information for students with disabilities college-wide.

<u>11.12.</u> Enhance retention efforts through implementation of the residential curriculum; providing leadership and assessment of this program.

Safety and Security

- 1. Provide leadership in emergency and problem situations and communicate all concerns to Dean of Student Services through written incident reports, weekly meetings, and immediate oral communication when situation necessitates.
- 2. Oversee student housing security including door locks, mail delivery, emergency exits, and screening housing guests; implement safety processes including fire drills and health and safety inspections each semester.
- Serve as Clery Coordinator; provide training to employee and student Campus Security Authorities (CSAs), collect crime statistics data and create and disseminate the Annual Campus Security and Fire Safety Report.

Community Development

- 1. Support retention efforts by promoting a sense of community and fostering out-of-class learning in the residence halls through residence life activities <u>addressed through the residential learning curriculum</u>;
- 2. Maintain and develop a wellness focus which includes leading healthy choices programming and access to community-based health care.
- 3. Assist the Dean of Student Services with Move In Day activities.
- 4. Serve as a liaison to community organizations to provide student support.

Student Life

- 1. Attend college events to show support for students.
- 2. Ensure the use of social media and other appropriate outlets are used to increase student awareness and engagement with college resources and activities.
- 3. Oversee the development and implementation of a comprehensive student development program, which includes social and academic-related programming;
- 4. Advance programs and services for commuter and non-traditional student populations at Chanute campus.
- 5. Meet with individual students and student organizations for problem solving, counseling, mediating, referrals and program development; assist in the development, coordination, implementation, and advisement of new clubs and organizations;
- 6. Perform other miscellaneous duties as assigned by the Dean of Student Services.

Required Knowledge, Skills and Abilities

- 1. Must possess a service mentality toward students, parents and others.
- 2. Excellent interpersonal skills.
- 3. Ability to work effectively with diverse populations.
- 4. Organizing, coordinating and supervisory skills.
- 5. Ability to communicate effectively, both orally and in writing.
- 6. Ability to exercise sound judgment independently.
- 7. Ability to provide a model of maturity and leadership to students and staff.
- 8. Ability to handle disciplinary issues as they arise in a firm, fair manner.
- 9. Willingness and ability to work as a member of a team.
- 10. Excellent computer skills.
- 11. Ability to plan and evaluate programs.

Education and Experience

- 1. Bachelor's degree required; Master's Degree preferred.
- 2. 1-2 years of experience in residence and/or student activities preferred.

Working Conditions

- 1. Work is normally performed in a typical interior/office work environment.
- 2. Evening hours are required.
- 3. No or very limited physical effort required.

Non-Discrimination

The current non-discrimination policy can be found at: <u>http://www.neosho.edu/Portals/0/Policies/Employee/Personnel/Non-discrimination.pdf</u>

G. Personnel

1. Resignation of Part-time Administrative Assistant to Health Occupations

It was the president's recommendation that the Board accept the resignation of Cindy Fairchild, part-time Administrative Assistant to Health Occupations. Her resignation was effective June 6, 2017

2. Resignation of STARS English/Reading Specialist

It was the president's recommendation that the Board accept the resignation of Grace Bazil, STARS English/Reading Specialist. Her resignation shall be effective July 27, 2017.

3. Resignation of Assistant Cheer/Dance Coach

It was the president's recommendation that the Board accept the resignation of Kala White, Assistant Cheer/Dance Coach pending her appointment to the position of Head Cheer/Dance Coach.

4. Resignation of Nursing Instructor

It was the president's recommendation that the Board accept the resignation of Kristi Rockers Lickteig, Nursing Instructor on the Ottawa campus. Her resignation shall be effective July 31, 2017.

5. Part-time Bus Driver

It was the president's recommendation that the Board approve the employment of Anthony "Tony" Garner as part-time Bus Driver. Mr. Garner has a CDL license with passenger endorsement. Mr. Garner previously served as Ranch Manager at Otter Creek Ranch, Eureka, KS.

Mr. Garner will be paid \$12.50 an hour (Level 5) beginning June 14, 2017.

6. Assistant Women's Basketball Coach

It was the president's recommendation that the Board approve the employment of Kent Packard as Assistant Women's Basketball Coach. Mr. Packard has a B.S. in Health and Physical Education from Bethel College, Newton, KS.

Mr. Packard's previously work experience includes Assistant Girls Basketball Coach at Plainville High School, Plainville, KS, Assistant Boys Basketball Coach at Wheatland/Grinnell High School in Grainfield, KS; and has served as a volunteer Assistant Women's Basketball Coach at NCCC since June of 2015.

Mr. Packard will be paid an annual salary of \$19,000.00 (Academic Management Support) beginning August 14, 2017.

7. Coordinator of Residence and Student Life

It was the president's recommendation that the Board approve the employment of Caleb Hecker as part-time Coordinator of Residence and Student Life. Mr. Hecker has a B.A. in Communication with an emphasis in Digital Communication and Applied Communication from McPherson College, McPherson, KS.

Mr. Hecker's previous work experience includes Resident Assistant and Athletic Department Aide at McPherson College.

Mr. Hecker will be paid an annual salary of \$12,500.00 (Academic Management Support) beginning July 1, 2017.

8. Art Instructor

It was the president's recommendation that the Board approve the employment of Cathy Gordon as Art Instructor. Ms. Gordon has a B.A. in Drawing and Painting and an M.F.A. in Drawing from Fort Hays State University.

Ms. Gordon's previous work experience includes Art Instructor at Victoria College, Victoria, TX; Online Instructor for Iowa Community College Online Consortium; Art Instructor at Southeastern Community College, Burlington, IA; Online Instructor for EDUKAN Online Community College Consortium; and Art Instructor at Colby Community College, Colby, KS.

Ms. Gordon will be paid at MS, Step 22 (\$44,972.00), which may be adjusted after negotiations are complete for 2017-18. Her start date will be August 14, 2017.

9. English Instructor – Ottawa

It was the president's recommendation that the Board approve the employment of Jeremy Gulley as English Instructor on the Ottawa campus. Mr. Gulley has a B.A. in English from Mid-America Nazarene University; M.A. in English from the University of Missouri at Kansas City; and is currently working on his Ph.D in Curriculum and Instruction-English/ESL from the University of Kansas.

Mr. Gulley's previous work experience includes Adjunct Instructor at Fort Scott Community College at Paola, KS; Adjunct Instructor at NCCC; Graduate Teaching Assistant at the University of Kansas.

Mr. Gulley will be paid at MS+45, Step 6 (\$39,943.00), which may be adjusted after negotiations are complete for 2017-18. His start date will be August 14, 2017.

10. English Instructor – Chanute

It was the president's recommendation that the Board approve the employment of Dr. Reena Thomas as English Instructor on the Chanute campus. Dr. Thomas has a B.A. in English from Cornell University; an M.A. in English from University of Dallas, Braniff Graduate School; and Doctor of Philosophy in English from the University of Arizona.

Dr. Thomas's previous work experience includes Adjunct Instructor at Santiago Canyon College and Marymount California University and Instructor of Record at the University of Arizona.

Dr. Thomas will be paid at Doc, Step 5 (\$43,154.00), which may be adjusted after negotiations are complete for 2017-18. Her start date will be August 14, 2017.

11. Welding Instructor - LaHarpe

It was the president's recommendation that the Board approve the employment of Brandon Sprague as Welding Instructor at LaHarpe. Mr. Sprague has a Certificate from the Welding Technology Career and Technical Education Program at Hutchinson Vocational Technical Center, an A.A.S. in Metal Fabrication/Welding Technologies from Johnson County Community College, and a B.S. in Technology Leadership from Fort Hays State University. Mr. Sprague's previous work experience includes Adjunct Assistant Professor for Metal Fabrication/Welding Technology at Johnson County Community College, Railroad Laboratory Technician, Johnson County Community College, Welder for Horizon Systems, Inc., Lawrence, KS; and Welder for Westheffer Company, Inc., Lawrence, KS.

Mr. Sprague will be paid at MS, Step 9 (\$38,307.00), which may be adjusted after negotiations are complete for 2017-18. His start date will be August 14, 2017.

12. Head Cheer/Dance Coach

It was the president's recommendation that the Board approve the employment of Kala White as Head Cheer/Dance Coach. Ms. White has an A.S. degree with an emphasis in Elementary Education from Labette Community College and a B.S. in Physical Education with a coaching emphasis/psychology minor from Pittsburg State University.

Ms. White's has been employed at NCCC as the Assistant Cheer/Dance Coach since August 2015.

Ms. White will be paid at Instructor, Step 2 (\$31,758.00), which may be adjusted after negotiations are complete for 2017-18. Her start date will be August 14, 2017.

VI. REPORTS

- A. Energy Solutions Professionals Bob Miller reported on the proposed energy performance contract that the Board voted on last month to have ESP perform.
- B. Student Services Kerrie Coomes reported on Student Services. See attachment.
- C. Treasurer Sandi Solander gave a treasurer's report. Revenue for the month of May was \$784,589.48 and disbursements were \$1,504,756.14. See attachments.
- D. KACCT Report Dennis Peters reported on the Kansas Association of Community Colleges retreat he attended with Dr. Inbody June 9-10, 2017, in Colby.
- E. President Dr. Brian Inbody gave his president's report. See attachment.

VII. OLD BUSINESS

A. Energy Performance Contract

A final copy of the energy performance contract was provided as a separate document. The schedules were attached to the energy performance contract. In addition to the energy performance contract, the president included the associated financing agreements (master lease and escrow agreements) that needed to be approved by the Board along with the energy performance contact. At noon on May 25th, proposals were received from several financial companies. A recommendation of the specific financial company to be retained was provided. See below. A schedule of proposed projects with associated energy savings was also provided in a separate document.

10-Year Fixed Term Proposals (Revision. reflects same CP & 1st Pay)	Summary of Proposals for Financing Energy Performanced Contract			
Financing Company	Sualsbury Hill Financial	Bank of America	Signature Public Funding	Bank of Commerce
Proposed Term for Financing (Subject to Appropriations)	10 - Fixed	10 - Fixed	10 - Fixed	10 - Fixed
Stated Interest Rate (15-Year Term)	2.398%	2.310%	2.110%	4.250%
Payment Terms	Monthly	Monthly	Monthly	Monthly
Project Finance Amount	\$3,500,000	\$3,500,000	\$3,500,000	\$3,500,000
Closing / Legal Fee	\$0	\$2,500	\$0	\$0
Escrow Account Fee	\$1,000	\$1,750	\$0	\$0
Escrow Earnings - TBD	\$0	\$0	\$0	\$0
Construction Period Interest (TBD)	\$11,495	\$3,700	\$1,554	\$0
Construction Period Payment (TBD - reduces interest)	\$0	\$0	\$0	\$0
Proposed First Payment Date	12/1/2017	12/1/2017	12/1/2017	12/1/2017
Net Financed Amount (*As Presented by Respondent)	\$3,512,495	\$3,507,950	\$3,501,554	\$3,500,000
Net Financing Cost (From Respondent Amort Sched)	\$3,975,706	\$3,962,128	\$3,926,461	\$4,303,010
Interest Cost + Legal & Escrow Fees	\$475,706	\$466,378	\$426,461	\$803,010
Net Delta for Financing (10-Year Term)	\$49,244	\$39,917	\$0	\$376,549
Miscellaneous Clarifying Details				
Annual Payment Amount	\$397,571	\$396,213	\$391,636	\$430,301
Projected Annual Funds Available	\$400,000	\$400,000	\$400,000	\$400,000

Neosho County Community College: Compilation of Energy Project Financing Proposals

Resolution 2017-23

RESOLVED, that the Board of Trustees of Neosho County Community College approves entering into an energy performance contract with ESP and associated financing agreements with Signature Public Funding Corporation at their quoted rate not to exceed 2.11% for a 10.33 year lease/purchase agreement.

On motion by Charles Boaz and second by Jenny Westerman the above resolution was approved unanimously.

B. Handgun Exception to Weapons Policy (second reading)

Due to the pending implementation of changes to Kansas statute involving concealed carry of handguns on college campuses, the administration undertook a review of current weapons policies to ensure compliance with the pending legislation. As the Board was aware, the College applied for the maximum four-year exemption to implementation of the concealed carry statute, and that exemption expires June 30, 2017.

The administration has had many discussions regarding the operational implementation of the statute's requirements including review of other community college policies, as well as inservice discussions and supervisor trainings on the topic. Out of these discussions, a new policy exception to the Weapons Policy was drafted and discussed with the College attorney. The attached Handgun Exception to Weapons Policy should meet legal requirements as well as provide the College appropriate direction for implementation. This proposed Handgun Exception would take effect July 1, 2017.

It was the president's recommendation that the Board approve the Handgun Exception to Weapons Policy.

Resolution 2017-24

RESOLVED, that the Board of Trustees of Neosho County Community College approves the Handgun Exception to Weapons Policy as presented below.

On motion by Lori Kiblinger and second by Dennis Peters the above resolution was approved unanimously.

WEAPONS POLICY

The possession or use of lethal weapons on College premises is strictly prohibited. Lethal weapons include but are not limited to firearms, ammunition, bows/arrows, knives, explosives, and dangerous substances as defined by K.S.A 72-89a01(h). Any person found in violation may be subject to the provisions of state law, College policy, and the Student Handbook.

Excerpt from existing NCCC Safety and Security Policies

HANDGUN EXCEPTION TO WEAPONS POLICY

In accordance with the Kansas Personal and Family Protection Act, K.S.A. 75-7c01 et seq., as amended (the "Act") and other applicable Federal/State laws, it is permissible and will not be a violation of the NCCC Weapons Policy for the carrying of a concealed **Handgun** on Campus as permitted and specifically allowed by the Act, and also in accordance with the Concealed Carry Restrictions set forth below.

Concealed Carry Restrictions:

<u>Concealed Carry</u>: Each individual who lawfully possesses a **Handgun** on Campus (must be at least 21 years of age) shall be wholly and solely responsible for carrying, storing and using that **Handgun** in a safe manner and in accordance with the law and this Policy. Individuals who carry a **Handgun** on Campus must carry it concealed on or about their person at all times. "Concealed" means completely hidden from view and does not reveal the **Handgun** in any way, shape or form. "About" the person means that an individual may carry a **Handgun** if it can be carried securely in a suitable carrier, such as a backpack, purse, handbag or other personal carrier designed and intended for the carrying of an individual's personal items. Moreover, the carrier must at all times remain within the exclusive and uninterrupted control of the individual. This includes wearing the carrier or setting the carrier next to or within the immediate reach/control of the individual. It shall be a violation of this Policy to openly display any lawfully possessed **Handgun** while on Campus.

<u>Statutory Restrictions</u>: Kansas Statutes define when an individual is permitted to carry a concealed **Handgun** and impose criminal penalties for violations. Violation of State and Federal Laws, Rules, and Regulations applicable to firearms in general and concealed **Handguns** specifically is a violation of this Policy.

<u>Location Restrictions</u>: Certain Campus buildings and/or Public Areas (as defined at K.S.A. 75-7c20) within Campus buildings can be permanently or temporarily designated to prohibit concealed **Handguns**. There are no Campus buildings or Public Areas that have been permanently designated to prohibit concealed **Handguns** with Adequate Security Measures (ASMs) in place. However, the NCCC Vice President for Operations (VPO) may temporarily designate a specific location as prohibiting concealed **Handguns** and use temporary ASMs as defined and required by law. Appropriate notice will be given whenever this temporary designation is made.

Campus locations leased by NCCC or used for Off-Campus Activity, and owned by an entity that may lawfully exclude or permit firearms at their premises (concealed or otherwise),

may choose at their sole discretion to exclude or permit **Handguns** from their premises, notwithstanding a lease or use arrangement with NCCC. If **Handguns** are excluded at such locations and would otherwise be permitted by this Policy, individuals are expected to comply with the rules imposed by the location.

<u>Safety Requirements</u>: To reduce the risk of accidental discharge on Campus, when carrying a concealed **Handgun** on Campus (whether on the person or in a carrier), the concealed **Handgun** is to be secured in a holster that completely covers the trigger and the entire trigger guard area and that secures an external hammer in an un-cocked position through the use of a strap or by other means. The holster is to have sufficient tension or grip on the **Handgun** to retain it in the holster even when subjected to unexpected jostling. **Handguns** with an external safety are to be carried with the safety in the "on" position. Semiautomatic **Handguns** are to be carried without a chambered round of ammunition and revolvers with the hammer resting on an empty cylinder.

<u>Storage</u>: **Handgun** storage is not provided by NCCC. Individuals may store a **Handgun** in the individual's vehicle when the vehicle is locked and the **Handgun** is secured in a location within the vehicle that is not visible from outside the vehicle; **Handgun** storage by any other means is prohibited.

Specifically, it is prohibited for any individual to store a **Handgun**: i) in a vehicle that is unlocked or when the **Handgun** is visible from outside the vehicle, ii) in an individual's office, iii) in an unattended backpack/carrier, iv) in any type of locker or v) in any other location and under any circumstances except as specifically permitted by this Policy and by state and federal law.

<u>Training</u>: Training on the proper handling of a concealed **Handgun** is encouraged. All NCCC employees are eligible for NCCC continuing education training reimbursement to supplement training for local, noncredit workshops, which could include a gun safety course (for reimbursement, employees must submit an Application to Staff or Faculty Development). Additionally, NCCC may periodically offer on-campus presentations to students/employees related to safe **Handgun** practices.

Any report of Weapons on a NCCC Campus will be addressed by local police departments in coordination with NCCC. The lawful carrying of a concealed **Handgun** should not create concerns on Campus; however, anything other than the lawful carrying of a concealed **Handgun** has the potential to create confusion and additional risk during police responses.

Applicability: This Policy applies to all Neosho County Community College (NCCC or "College") students, employees and visitors: i) on the NCCC main campus, Ottawa campus, and within locations owned or leased by NCCC that are not part of the NCCC main or Ottawa campuses (collectively, "Campus"), or ii) when attending/participating in or performing College duties at any off-Campus College sponsored or supervised classes, practices, activities or other programs (collectively, "Off-Campus Activity").

Enforcement: Any individual violating this Policy will be subject to appropriate disciplinary action, including but not limited to suspension/expulsion, termination of employment, immediate removal/trespass from the premises and/or arrest. Enforcement of violations of this Policy will be administered by the NCCC Dean of Student Services or Director of Human Resources, as appropriate.

State and Federal Law: The foregoing **Handgun Exception To Weapons Policy** shall be subject to State and Federal Laws, Rules and Regulations as they may be amended or interpreted. If any part of any rule or restriction set forth above is determined to be unenforceable due to any such law, rule, or regulation, it shall not affect the enforceability of the balance of the policy. The office of the Vice President for Operations (VPO) or designee may from time to time disseminate a summary of Kansas statutory restrictions and definitions which shall thereafter be incorporated in and made a part of this policy.

Reporting:

- 1. Suspected violations of this Policy should be reported to the office of the VPO, designee, or *NCCC Safety Officers:*
- Call: 620-432-0301 Chanute campus; 785-248-2798 Ottawa campus
- Walk- in: Operations office, Sanders Hall, Chanute campus only; Dean of Ottawa and Online Campuses, Ottawa campus only
- Text via: NCCC LiveSafe Campus Safety App
- Via web site: NCCC Share A Concern at https://cm.maxient.com/reportingform.php?NeoshoCountyCC&layout_id=20.
- 2. Emergency reports concerning threats or violence on campus:
- Call: 620-432-0301 Chanute campus; 785-248-2798 Ottawa campus
- Text via: NCCC LiveSafe Campus Safety App
- Call 911

C. Revised Campus Safety and Security Policy (second reading)

Due to the College's new weapons policy, changes were also necessary to the existing Campus Safety and Security Policy. The changes were not substantive. See below.

Resolution 2017-25

RESOLVED, that the Board of Trustees of Neosho County Community College approves the revised Campus Safety and Security Policy as presented below.

On motion by Dennis Peters and second by Lori Kiblinger the above resolution was approved unanimously.

Campus Safety and Security

Providing a safe and secure campus environment for students, college personnel, and the community is very important to the Board of Trustees. The college administration which includes the President, Chief Academic Officer, <u>Chief Operations Officer</u>, <u>Chief Student Affairs Officer</u>, <u>Dean of Student Services</u>, Dean of Outreach and Workforce Development, Dean <u>of Planning andfor</u> Operations/CIO, Dean of Ottawa <u>and Online</u> Campus<u>es</u>, and Director of <u>Residence and</u> Student Life, works with local law enforcement agencies in preventing and reporting criminal activities on NCCC campuses.

In addition, under the authority of K.S.A. 72-8222, the board provides for the employment of uniformed security officers to patrol the campus and work special occasions such as ball games and dances. The board designates the Neosho County Community College Safety and Security Committee <u>under the direction of the Chief Operations</u> <u>Officer</u> as the team charged with the development of policy for the campus-wide safety and security program; to evaluate and assess existing fire safety and security systems, electronic access and security systems, and security information systems; and to aid and supplement law enforcement agencies with the protective function of the community college.

A detailed description of specific crime awareness and campus security issues are articulated in the Neosho County Community College Safety and Security HandbookSafety and Security policies.

Added/revised 11/8/01

D. Revised Tobacco Use Policy (second reading)

Currently tobacco use is allowed on the various campuses of NCCC with restrictions on some specific areas and within 35 feet of buildings. With the addition of the fountain at Chanute and after complaints about smoking in areas of ballfields and pedestrian walkways in Ottawa, those restrictions needed adjustment. The proposed policy change would move tobacco use back 100 feet from the buildings and away from main sidewalks.

In the past, the Board of Trustees had discussed banning tobacco use completely from campus, allowing use only in personal cars in the parking lots. The Board had also discussed banning smoking but allowing smokeless tobacco following the restrictions of the previous tobacco use policy, i.e. not within the buildings and outside 35 feet from the buildings.

Two previous surveys of students showed division on the issue with no clear direction as to banning tobacco or smoking only on campus. Surveys of employees showed the majority favored banning tobacco from campus.

The administration offered three versions of the policy for the Board's discussion and direction.

Resolution 2017-26

RESOLVED, that the Board of Trustees of Neosho County Community College approves revising the Tobacco Use Policy as set out in option #3 below with the policy to be reviewed at the end of one semester with the possibly of going smoke and tobacco free.

On motion by Lori Kiblinger and second by Charles Boaz the above resolution was approved unanimously.

Option #1 – Tobacco Use

Tobacco use, including the use of e-cigarettes, is prohibited within any college vehicle or building, owned, leased, or rented by the college, including all distant campuses, sites, or locations. Smoking is prohibited within 35-100 feet from any college building <u>and</u> <u>pedestrian thoroughfares</u> with the exception of designated smoking areas identified by appropriate signage. <u>Additionally, s</u>Smoking is prohibited in the center of the Chanute main campus in the area known as the "quad" or "breezeway." This is the area between Chapman Learning Center, the Student Union/Gym, Stoltz Hall, and Sanders Hall. <u>Additionally, smoking is also prohibited within 100 feet of the fountain, the softball field</u> <u>and bleachers, and the baseball field and bleachers.</u> The president is charged with developing any additional policies or procedures to carry out this policy. This policy will take effect July 1, 2017.

or

Option #2 – Tobacco Use (tobacco- and smoke-free campus)

Applicability: This Policy applies to all NCCC students, employees and visitors with respect to use of Tobacco and Smoke Products.

Definitions: "Tobacco and Smoke Products" include, but are not limited to, cigarettes, cigars, chewing tobacco, snuff, electronic or "E" cigarettes, nicotine or chemical vaporizing devices and other forms of chewing or smoking devices as defined by state and federal law.

The College supports a tobacco- and smoke-free learning and working environment. Use of Tobacco and Smoke Products is prohibited in any College building or property except in the outdoor designated areas.

Although not encouraged, use of Tobacco and Smoke Products is permitted in the individual's vehicle. However, cigarette butts, smokeless tobacco, nicotine cartridges and/or any other types of Tobacco and Smoke Product waste must be disposed of inside the vehicle.

Any violation of this Policy may be handled by the appropriate student or employee handbook. The president is charged with developing any additional policies or procedures to carry out this policy. This policy will take effect July 1, 2017.

Option #3 – Tobacco Use (smoke-free, not tobacco free)

Applicability: This Policy applies to all NCCC students, employees and visitors with respect to use of Tobacco and Smoke Products.

Definitions: "Tobacco and Smoke Products" include, but are not limited to, cigarettes, cigars, chewing tobacco, snuff, electronic or "E" cigarettes, nicotine or chemical vaporizing devices and other forms of chewing or smoking devices as defined by state and federal law.

The College supports a tobacco- and smoke-free learning and working environment. Tobacco use, including the use of e-cigarettes, is prohibited within any college vehicle or building, owned, leased, or rented by the college, including all distant campuses, sites, or locations. Use of Smoke Products is prohibited in any College building or property except in the outdoor designated areas.

Although not encouraged, use of Tobacco and Smoke Products is permitted in the individual's vehicle. However, cigarette butts, smokeless tobacco, nicotine cartridges and/or any other types of Tobacco and Smoke Product waste must be disposed of inside the vehicle.

Any violation of this Policy may be handled by the appropriate student or employee handbook. The president is charged with developing any additional policies or procedures to carry out this policy. This policy will take effect July 1, 2017.

Renamed and Revised: 08/13/09; Revised: 01/08/15

Recessed at 7:05 pm for a 15 minutes break. Returned to open meeting at 7:20 pm.

VIII. NEW BUSINESS

A. Accounts Receivable Write Off

The Chief Financial Officer sought approval to write off delinquent student accounts receivable in the amount of \$49,253.31 for the period January 2016 through December 2016.

The previous write-off dated June 9, 2016, was for \$44,101.64 and 16.7% of that amount has been collected to date.

All written-off balances are documented on the applicable student accounts and a hold is placed on student records until delinquent accounts receivable are paid. The college will continue to attempt to collect delinquent accounts receivable that have been written off.

Resolution 2017-27

RESOLVED, that the Board of Trustees of Neosho County Community College authorizes the administration to write off \$49,253.31 in delinquent student accounts receivables, and that the college continues to attempt to collect the mounts written off.

On motion by Charles Boaz and second by Dennis Peters the above resolution was approved unanimously.

B. 2017-2018 Student Handbook

Each year, the college publishes a Student Handbook for the students to use as a tool to assist them with navigation of campus policies, procedures, and the general culture. In addition to updating dates, employee titles and phone extensions, the major changes to the planner were as follows:

- Deleted Student Health Services section
- Added Food Pantry information
- Updated the Sexual Misconduct section (this policy was not approved last year before the planner went to print)
- Will update the Tobacco Policy and the Conceal and Carry Policy following this Board meeting

A copy of the 2017-2018 Student Handbook was provided as a separate document. It was the president's recommendation that the Board approve the 2017-2018 Student Handbook.

Resolution 2017-28

RESOLVED, that the Board of Trustees of Neosho County Community College approves the 2017-2018 Student Handbook.

On motion by Lori Kiblinger and second by Jenny Westerman the above resolution was approved unanimously.

C. Residence Hall Safes

Residence Life requested contracting with CSI Safes, LLC, d/b/a College Safes, for personal safes in each residence hall room. This will allow on-campus residents access to a personal safe located in their room at a cost of \$49.00 per semester. Students will have the option to opt out if they do not wish to pay the fee for the safe. The safes will be owned and operated by CSI who will handle all of the installation, activation, maintenance and troubleshooting. These safes will hopefully reduce theft claims in housing. We hope that this option for our on-campus residents will meet a growing need while placing a low burden on our employees. A copy of the contract follows.

It was the president's recommendation that the Board approve entering into an agreement with CSI Safes, LLC, d/b/a College Safes.

Resolution 2017-29

RESOLVED, that the Board of Trustees of Neosho County Community College approves entering into a contract with CSI Safes, LLC, d/b/a College Safes, for safes for the residence halls. \

On motion by Charles Boaz and second by Lori Kiblinger the above resolution was approved unanimously.

CSI Safes, LLC EXCLUSIVE SUPPLY AGREEMENT

THIS AGREEMENT is made this ______ day of ______, 2017, between CSI Safes, LLC d.b.a. COLLEGE SAFES with its principal office at 3233 Lake Ave, Suite 15C/148 Wilmette IL 60091, (hereinafter referred to as "CSI"), and Neosho County Community College, with its principal office at 800 W. 14th Street, Chanute, KS 66720 (hereinafter referred to as "College").

A. College operates a school which consists of approximately 2 residential units ("Units") in College owned, leased or managed properties and has approximately 275 residential students that will be occupying these units; and

B. College desires that CSI install, operate, and maintain private personal Safes (as defined below) and provide service for such Safes for the benefit of the student residents in the Units.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, CSI and College agree as follows:

Section 1: <u>Grant of Rights to CSI</u>. College hereby grants the following rights to CSI:

1.1 <u>Exclusive Right</u>. College hereby grants to CSI the exclusive right to install, own, control, replace, modify and maintain "Safes" to student residents of the Units. For purposes of this Agreement, "Safes" shall mean fully motorized, battery-operated electronic operation personal safes of an approximate size of fourteen and one-quarter inches (14.25") wide, six and one-half inches (6.5") deep and eighteen inches (18") tall or others as agreed upon from time to time by both parties. Safes shall have two (2) locking deadbolts, LED display and an ADA-compliant keypad. College shall not allow any other person or entity to market products similar to the Safe for use by students in College Housing.

1.2 <u>**Grant to CSI.**</u> College grants to CSI a right to install and maintain up to one (1) Safe for each student who resides in a Unit or as specified per Schedule A attached. CSI will install a safe for each student in advance of the school year beginning by a date mutually agreed upon by both parties.

Section 2. <u>Obligations of CSI</u>. CSI shall have the following obligations hereunder:

2.1 <u>Website and Toll Free Phone Number.</u> During the term of this Agreement, CSI agrees to maintain a company website and toll free phone number so that renters of Safes may contact CSI directly for all inquiries regarding the Safes and their access.

2.2 <u>Safe Installation, Maintenance and Repair</u>. CSI shall properly install all Safes in mutually agreed locations in each of the Units. CSI shall maintain Safes in good order, condition and repair at its own expense and in accordance with applicable industry standards. During the term of this Agreement, CSI agrees to maintain a company website and toll free phone number so that renters of Safes may contact CSI directly for all inquiries regarding Safes. CSI shall promptly repair requests by renters of Safes and/or College in a prompt and timely manner. CSI shall promptly repair all damage to Residence Hall rooms caused by CSI and its agents, employees and contractors due to the installation, maintenance, or repair of Safes.

2.3 Damage or Destruction of Safes. CSI shall be responsible for damage to or destruction of the Safes caused by fire or other casualty or the negligence or willful misconduct of CSI, its agents, contractors and employees. College shall be responsible for the repair and/or replacement of the Safes only to the extent such damage is caused by College, its employees or agents (but excluding damage caused by students).

2.4 <u>Control and Ownership of Safes</u>. Subject to the terms hereof, the Safes shall at all times remain the sole property of CSI. It is the intention of the parties that the Safes shall retain their character as personal property following their installation and shall <u>not</u> be deemed a fixture of the Units.

2.5 <u>Access to Safes</u>. CSI shall provide College, upon request, either an "override code" or a master key to enable College to open any and all Safes as warranted. Notwithstanding the foregoing College, shall respect the privacy of the renters of Safes and shall only use such access to Safes in the limited circumstances of: (i) College has received a reliable report that the contents of such Safe pose a potential threat or risk of danger to the student renter or other persons; (ii) a legal warrant has been served upon College or its employees or agents regarding such Safe; or (iii) College has the consent of the renter, the renter's parents or the renter's authorized agent to access such Safe. College shall delegate at least one employee on campus to assist in opening the safes to meet these obligations.

Section 3. <u>Obligations of College</u>. College shall have the following obligations:

3.1 <u>Access</u>. During the term of this Agreement, College shall allow CSI, at mutually agreed upon times, access to the Units to install and maintain the Safes.

3.2 <u>"Opt-Out" Addendum.</u>

College will include an addendum to the student housing contract. The addendum/clause will include "opt-out language" similar in wording to:

"For our residents' convenience, the College has arranged for a personal safe to be installed in the closet. It can be used to safeguard any valuables including but not limited to: laptops, touch-Pads, phones, medications, credit cards, cash, etc. An additional \$49.00 per-semester charge will be added to your housing bill once at the beginning of Fall Semester for a total of \$98.00. Though we encourage its use, if you do not wish to use/activate the safe, please mark the below box, and you will not be charged the additional fee."

3.3 <u>Billing & Collecting/Fees to College</u>. During the term hereof, College shall bill students/parents who do not "opt out" \$49.00 per semester (\$98.00 annually), on its housing bill or equivalent billing method, and remit to CSI 90% of the amount collected within 30 days of receipt of the rental fees collected.

3.4 Future Billing Option. After academic year one, College and CSI have the option if mutually agreed by both in writing to change the billing cost and usage to bill students/parents \$39.00 per semester (\$78.00 annually), with no opt-out option and is part of the students housing bill total in which all students will have access to a safe. 90% of total usage fee is remitted to CSI within 30 days of the rental fees collected.

Section 4. <u>Term</u>. The term ("Term") of this Agreement shall include the Initial Term and all Extension Terms.

4.1 <u>Initial Term: Extensions</u>. This Agreement shall remain in full force and effect for Five (5) years (the "Initial Term") from the Commencement Date and shall automatically renew for successive extension periods ("Extension Terms") of two (2) years each unless either party gives notice to its intent to terminate this Agreement at least ninety (90) days before the end of the Initial Term or the end of any successive Extension Term.

4.2 <u>Termination</u>. This Agreement shall terminate upon the expiration of the Term or earlier upon the first to occur of the following: (a) the mutual written consent of the parties hereto; (b) at the option of either party, if the other party materially breaches any of its representations, warranties or obligations under this Agreement, and fails to cure such breach within sixty (60) days after written notice thereof to the breaching party (which notice specifies the material breach(es)) of the other party's intention to terminate if not cured; or (c) at the option of CSI, if, in the sole discretion of CSI, it becomes infeasible for economic or technological reasons to provide Safes and related services to College, provided that CSI provides one hundred twenty (120) days written notice to College; or (d) at the option of College, if, in the sole discretion of College, it becomes non advantageous to offer this type of program to its' student residents.

4.3 <u>**Removal of Safes Upon Termination.**</u> Upon expiration or earlier termination of this Agreement, CSI shall have the right, at its expense, to remove Safes from the Units sixty (60) days from the date of such expiration or termination, as the case may be; provided, however, that such period shall be extended by any period of time during which College does not provide access to the Units as provided herein.

Section 5. <u>Indemnification</u>. CSI and College hereby agree to indemnify, defend and hold each other (and each other's members, partners, officers, directors, owners, employees and agents) harmless from and against all claims, losses and liabilities in any way relating to, arising out of, or resulting from a material breach of their respective representations, warranties or obligations under this Agreement.

Section 6. <u>Miscellaneous</u>.

6.1 <u>Entire Agreement</u>. This Agreement and schedules hereto contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof, and supersedes all prior agreements and negotiations with respect to the subject matter hereof. This Agreement cannot be modified or changed except by written instrument signed by all parties hereto. The respective representations, warranties, obligations, and covenants hereunder are separate and distinct from any other agreement, contract or arrangement between College and CSI, whether now or hereafter existing and the parties are bound to their respective representations, warranties, obligations, and covenants hereunder without regard to any other agreement, contract, or arrangement between the parties.

6.2 <u>**Representations and Warranties of College.**</u> College hereby represents and warrants to CSI that (a) this Agreement has been duly authorized, executed and delivered by College and (b) no consent or approval of any other person or entity is required for the execution, delivery, performance or enforceability of this Agreement.

6.3 <u>No Waiver</u>. No provision of this Agreement shall be deemed to have been waived, except if such waiver is contained in a written instrument and executed by the party against which such waiver is to be enforced. No waiver by a party of any term or condition of this Agreement shall constitute a waiver by such of any prior, concurrent or subsequent breach or default of the same or any other term or condition of this Agreement.

6.4 <u>Notices</u>. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed effective when actually delivered to the addressee at its address or facsimile number set forth following its name below:

To CSI	CSI Safes, LLC 3233 Lake Avenue 15C/148 Wilmette, IL 60091 Attn: Dan Michalek
To College	Neosho County Community College 800 W. 14 th Street Chanute, KS 66720 Attn: President's Office

6.5 <u>Warranty</u>. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR AS PROVIDED BY STATUTE, CSI MAKES NO WARRANTIES REGARDING THE SAFES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.6 <u>Severability</u>. In the event that any part of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

6.7 Arbitration. Any controversy, dispute, or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute, shall be resolved at the written request of any party to this Agreement by final and binding arbitration before a single arbitrator agreed upon by the parties. In the event that a single arbitrator cannot be agreed upon by the parties within thirty (30) days of written request for arbitration, each party shall within five (5) days thereafter choose an arbitrator and the two (2) arbitrators so chosen shall choose a third arbitrator and the determination shall be made by a majority vote of at least two (2) of the three (3) arbitrators. If either party shall fail to choose an arbitrator, the arbitrator chosen by the other party shall act as the single arbitrator. The arbitration shall be conducted at a location determined by the arbitrator in the county in which the Property is located, administered by and in accordance with the then existing rules of practice and procedure of the American Arbitration Association. Both parties agree to act promptly to complete the arbitration within sixty (60) days from the date of written request for arbitration, where reasonably practicable. Each party shall bear its own expenses of the Arbitration and shall share the expense of the third arbitrator equally.

6.8 <u>Binding Effect and Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns.

6.9 <u>Governing Law</u>. This Agreement shall be governed by, and interpreted in accordance with the Laws of the State of Illinois.

6.10 <u>Contractual Provisions Attachment.</u> The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

CSI Safes, LLC

By:_____ Its:_____

Neosho County Community College

By:_____ Its:_____

SCHEDULE "A"

Participating Residence Halls

of Units

Approximate # of Students occupying Units

(Neosho to provide information)

State of Kansas Neosho County Community College (NCCC) DA-146a (Rev. 06-12)

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 shall be considered altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), with NCCC supplemental provisions 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.

- 1. <u>Terms Herein Controlling Provisions</u>: 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. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. <u>Termination Due To Lack Of Funding Appropriation</u>: 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 90 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 the 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. <u>Disclaimer Of Liability</u>: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. <u>Anti-Discrimination Clause:</u> 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 contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, 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; (f) if it is determined that the contract may be cancelled, terminated or suspended, in whole or in part, by the contract or suspended, in whole or suspended, in whole or in part, by the contract may be cancelled, terminated or suspended, in whole or in part, by the contract may be cancelled, terminated or suspended, in whole or in part, by the contract or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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. <u>Acceptance Of Contract</u>: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. <u>Arbitration, Damages, Warranties</u>: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. <u>Representative's Authority To Contract</u>: 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. <u>Responsibility For Taxes:</u> The State of Kansas and its agencies 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. <u>Insurance:</u> The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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 <u>seq.</u>), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. <u>Information</u>: 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. 46-1101 et <u>seq.</u>
- 12. <u>The Eleventh Amendment</u>: "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."

- 13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
- References to "State of Kansas" shall mean Neosho County Community College (or any of its affiliates (NCCC). ---
- --
- NCCC and board of trustees shall not indemnify or hold harmless resulting from actions or failure to act. (71-201a(a)) NCCC 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))
- ---NCCC and board of trustees cannot submit to the jurisdiction of any court other than the courts of the State of Kansas. (71-201b(c))

14. Privacy of Student Records: Contractor understands that NCCC is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables NCCC to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other NCCC officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official NCCC business. Contractor shall promptly report to NCCC any disclosure of NCCC's student educational records.

D. Request for Alcohol on the Ottawa Campus for Scholarships Fundraiser

The NCCC Foundation requested permission from the Board to have alcohol at the Ottawa facility on December 2, 2017, for a scholarship fundraiser for students in Franklin and Anderson Counties. The event will take place on the NCCC campus in Ottawa and will be from 6:00 pm to 11:00 pm that evening.

It was the president's recommendation that the Board grant the NCCC Foundation permission to have alcohol on the Ottawa campus for this event.

Resolution 2017-30

RESOLVED, that the Board of Trustees of Neosho County Community College grants the NCCC Foundation permission to have alcohol on the Ottawa campus on December 2, 2017, for a scholarship fundraiser.

On motion by Dennis Peters and second by Charles Boaz the above resolution was approved unanimously.

E. Request for Alcohol on the Chanute Campus for All Alumni Reunion

The NCCC Foundation requested permission from the Board to have alcohol at the Chanute facility on September 29, 2017, at the All Alumni Reunion. The event will take place on the NCCC campus in Chanute and will be following the dedication of the fountain that begins at 5:15 pm to 11:00 pm that evening.

It was the president's recommendation that the Board grant the NCCC Foundation permission to have alcohol on the Chanute campus for this event.

Resolution 2017-31

RESOLVED, that the Board of Trustees of Neosho County Community College grants the NCCC Foundation permission to have alcohol on the Chanute campus on September 29, 2017, for the All Alumni Reunion.

On motion by Dennis Peters and second by Lori Kiblinger the above resolution was approved unanimously.

F. Bids to Lease 12-Passenger Vans

The vehicles owned by the college do not meet the total vehicle demands of the College community. Specifically, the number of high capacity passenger vans owned by the College does not meet the existing requirements for travel, particularly for the athletic teams and activity groups. Therefore, for the past several years the College has supplemented our owned fleet with leased vehicles to meet the College's needs. As such, bid specifications were developed for leasing three 12-passenger vans with an option for weekly and/or daily additional vans if necessary and were mailed/emailed to:

DTVan	Leawood, KS
Dealers Leasing, Inc.	Wichita, KS
Olathe Ford Lincoln Mercury	Olathe, KS
Commerce Lease Group	Wichita, KS
Union Leasing	Overland Park,

KS

Merchants Short Term Solutions	Hooksett, NH
Fleetpool USA, LCC, d/b/a	
FleetPool USA	Olathe, KS
Merle Kelly Ford	Chanute, KS
Ranz Motor Co. Inc.	Chanute, KS
Shields Motor Co., Inc.	Chanute, KS

A copy of the bid specs follows.

Two submissions of bids were received. The names of the bidders and their proposals were as follows:

1. DTVan

Option 1: **Monthly Rental Rate Information.** Three (3) 12 Passenger Vans, Automatic, Dual A/C, Heat, CD/Stereo, sunscreen glass. The rental rate for each unit, with applicable taxes shall be \$875.00 per month for 11 months.

Option 2: Weekly Rental Rate Information. One (1) 12 Passenger Van, Automatic, Dual A/C, Heat, CD/Stereo, sunscreen glass. The rental rate for each unit, with applicable taxes shall be \$600.00 per week.

Option 3: **Daily Rental Rate Information.** One (1) 12 Passenger Van, Automatic, Dual A/C, Heat, CD/Stereo, sunscreen glass. The rental rate for each unit, with applicable taxes shall be \$120.00 per day.

Above rates include unlimited mileage, free delivery and pickup from campus, and everything else expected from a full size van rental.

2. Merchants Fleet Management Short Term Leasing

Option 1: Extend current units, 2017 Chevy Express 3500 LT, 12-passenger wagon (under 20,000 miles) for \$690.00 per unit, per month with zero transport charge. This would be the same charge per van, per month that we were charged last year.

Option 2: Additional vans at \$625.00 per week, per unit with \$350.00 transport charge; and \$125.00 per day, per unit with \$350.00 transport charge. These charges would be the same charges proposed last year.

Per the bid specs, the rental vans must be delivered to the Neosho County Community College campus in Chanute, Kansas, on or by August 1, 2017. All vans must be picked up from the college on or about July 1, 2018. The College may return any or all of the vans prior to July 1, 2018, if they are no longer needed and receive a pro-rated credit.

It was the president's recommendation that the Board accept Option 1 of the bid extending the current units for \$690.00 per van, per month from Merchants Fleet Management Short Term Solutions, Hooksett, NH, to lease three 12-passenger vans with the option to lease additional vans on a weekly or daily basis provided it is economically advantageous for the College to do so.

Resolution 2017-32

RESOLVED, that the Board of Trustees of Neosho County Community College approves Option 1 of the bid for \$690.00 per van, per month from Merchants Fleet Management Short Term Solutions, Hooksett, NH to lease three 12-passenger vans per the bid with the option to lease additional vans on a weekly or daily basis provided it is economically advantageous for the College to do so.

On motion by Lori Kiblinger and second by Charles Boaz the above resolution was approved unanimously.

REQUEST FOR SEALED BID: Three 12 Passenger Vans

Neosho County Community College is seeking bid for quantity *three* 12-passenger vans. The bids shall be based on *comparable* specifications:

Minimum Specifications

Exterior

- Fixed Interval Wipers
- White exterior color Preferred

Interior

- Air Conditioning-prefer front and back units
- AM/FM Radio
- Day-Night Rear View Mirror
- Dome Lamp
- Dual Cup Holders
- Cup Holder for Back Seat Passengers
- Speed Control/Tilt Wheel
- Fold Down Arm Rests for Front Seats

Functional

- V8 Gasoline Engine
- Spare Tire and Wheel
- Fog Lamps
- Power Steering

Safety/Security

- 4-Wheel Anti-Lock Brakes
- Adjustable Safety Belts
- Driver/Passenger Air Bags
- Vehicle interior must be clean and undamaged
- Vehicle mileage must not exceed 20,000 and be no more than 1 year old

Duration of Rental Agreement

The rental vans must be delivered to the Neosho County Community College campus in Chanute, Kansas on or by August 1, 2017. All vans must be picked up from the college on or about July 1, 2018. The College *may* return any or all of the vans prior to July 1, 2018, if they are no longer needed and receive a pro-rated credit.

Optional:

Up to two additional vans may be requested for the duration of the rental agreement as described above. We also request daily and weekly lease rate, including delivery charges, for additional vehicles as described above.

<u>Billing</u>

The College will be billed the first of each month. Payment will be made by the 15th of each month. Invoices will be submitted to:

Accounts Payable 800 West 14th Street Chanute, KS 66720 Phone: 620-431-2820 ext. 260

If your company wishes to submit a sealed bid, please submit bid, <u>in a sealed envelope marked</u> <u>"Vehicle Bid Request"</u> to:

Sandi Solander Chief Financial Officer 620-432-0303 ssolander@neosho.edu

Bids must be submitted by May 22, 2017 by 5:00 pm. Bids submitted shall clearly show the *price* of the rental agreement *per vehicle*. Any insurance requirements must be clearly specified.

Bids received late and those that do not meet our minimum specifications will not be accepted. Email recommendations will be accepted. Recommendations to the Board of Trustees will be made based on the information to be submitted with the proposal. We anticipate that a recommendation on the bids will be made to the NCCC Board of Trustees at the board meeting at 5:30 p.m. on Tuesday, June 13, 2017 in Room 209 of the Student Union on the Chanute campus.

For questions and information contact Sandi Solander.

NCCC reserves the right to accept or reject any bid submitted and request additional information.

If selected, failure to comply with above specifications may result in the immediate cancellation of services by NCCC. Bids are expected to be firm quotations and should not be presented as estimated.

Bidder must sign below and return this document with bid including agreement with specifications and terms as state above.

I have read and understand the terms and specifications of the request for sealed bid above and will comply with such terms and specifications.

Company Name (printed)

Individual Name

G. Executive Session: Employer/Employee Negotiations

On motion by Dennis Peters and second by Charles Boaz that the Board recessed into executive session for 7½ minutes to discuss matters relating to employer/employee negotiations and to include the President, Vice President for Student Learning, Vice President for Operations, Chief Financial Officer, and the college attorney.

The Board entered executive session at 7:25 pm and returned to open meeting at 7:32 pm.

H. Approval of the 2017-2018 PEA Negotiated Agreement

The PEA negotiation team and the administration reached an agreement for the 2017-2018 academic year. The revisions were mailed to faculty members for ratification. Faculty have ratified the agreement. The revisions follow.

Resolution 2017-33

RESOLVED, that the Board of Trustees of Neosho County Community College approves the 2017-2018 Negotiated Agreement with the NCCC PEA.

On motion by Dennis Peters and second by Charles Boaz the above resolution was approved unanimously.

ARTICLE 4

GRIEVANCES

A. Definitions

- 1. Grievance: Grievance means a complaint regarding the meaning, interpretation, or application of any provision in this agreement, or Board of Trustee approved policy. <u>This grievance policy is not</u> related to discrimination based on sex, or any act of sexual harassment or based upon the NCCC Non-Discrimination policy.
- 2. Aggrieved Person: The person or persons making the complaint.
- 3. Party in Interest: The person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- 4. Days: Except when otherwise indicated, days shall mean contract working days.

B. Purpose

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

C. Procedure

- I. Level One
 - a. Within 20 days from the date of awareness of a problem, the aggrieved person shall seek to resolve the matter informally with his/her Division Chair.
- 2. Level Two
 - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after discussion of the grievance he/she may file the grievance in writing within ten (10) day's of the Level One response with the Chief Academic Officer on the form provided in the Appendix.
 - b. Within five (5) contract days after receipt of the written grievance by the Chief Academic Officer, an ad hoc advisory committee consisting of three (3) professional employees shall be drawn by lottery. From the first three names drawn, the aggrieved person and the Chief Academic Officer may each dismiss one name without cause, and the Chief Academic Officer shall thereafter draw additional name(s) as necessary to complete the three member committee. The Chief Academic Officer will formally appoint and organize the committee. The committee shall have ten (10) days to conduct hearing(s) to investigate and to write a summary report with recommendations regarding the grievance. The Chief Academic Officer shall submit his/her decision in writing together with the summary report and recommendations of the ad hoc committee to the aggrieved person within five (5) days after the committee has made its written recommendations.

- 3. Level Three
 - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within ten (10) days of the Level Two response with the President.
 - b. Within five (5) days after receipt of the written grievance the President or his/her designee will meet the aggrieved person and his/her representatives in an effort to resolve it. The President shall submit his/her decision in writing to the aggrieved person within five (5) days of the meeting.
- 4. Level Four
 - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may file the grievance within ten (10) days of the Level Three response with the Board of Trustees.
 - b. Upon receipt of the written grievance by the Board, the grievance shall be scheduled at the next regular Board meeting or the following regular Board meeting if the next meeting is within ten (10) days of the receipt of the grievance by the Board. The Board may elect to recess the matter to an alternate date if appropriate to allow adequate time only after consulting with grievant for a mutually acceptable time. The grievance will be heard in executive session to protect privacy interests of all parties in interest. The Board shall submit its decision in writing to the aggrieved person within five (5) days of the meeting.

D. Rights of Faculty to Representation

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

E. Miscellaneous

- 1. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the days shall be those days during which the college office is open for business.
- 3. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended at the last step, or the grievant may advise the Administration that the grievance is dropped.
- 4. Decisions rendered at Levels Two, Three, and Four the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties of interest.
- 5. When it is necessary for a representative to attend a grievance hearing during the school day, he/she will, upon notice to the Chief Academic Officer or Division Chair, be released without loss of

pay. Any Professional Employee whose appearance in such hearings as a witness is necessary will be accorded the same right.

- 6. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 7. Forms in the appendix for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be prepared by the Administration and given appropriate distribution by the Association to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board.
- 8. Time line exception: If the grievant chooses to have representation at any level, the Administration will contact the grievant, who may coordinate with his/her representative to determine mutually acceptable dates at each level.

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 <u>able to utilize the College's Shared Sick Leave Pool policy</u> <u>found in the Board of Trustees Policy Manual.</u> 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. <u>A Professional Employee may donate any part of his/her unused sick leave to the sick leave pool at the time of retirement.</u> 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.

ARTICLE 12

201 <mark>67</mark>	-201 <mark>78</mark> SALA	RY SCHEDUL	E	Base	\$33,201		
Step	Instructor	MS	MS 15	MS 30	MS 45	MS 60	DOC
1	\$31,898	\$33,201	\$34,161	\$35,290	\$36,526	\$37,572	\$40,712
2	\$32,584	\$34,092	\$35,052	\$36,182	\$37,417	\$38,464	\$41,603
3	\$33,269	\$34,982	\$35,944	\$37,075	\$38,309	\$39,355	\$42,495
4	\$33,955	\$35,875	\$36,834	\$38,248	\$39,199	\$40,246	\$43,385
5	\$34,640	\$36,560	\$37,725	\$38,858	\$40,090	\$41,136	\$44,276
6	\$35,326	\$37,246	\$38,617	\$39,748	\$40,982	\$42,028	\$45,168
7	\$36,011	\$37,932	\$39,303	\$40,639	\$41,873	\$42,920	\$46,059
8	\$36,697	\$38,617	\$39,987	\$41,530	\$42,765	\$43,811	\$46,951
9	\$37,382	\$39,303	\$40,673	\$42,216	\$43,655	\$44,702	\$47,841
10	\$38,068	\$39,987	\$41,359	\$42,901	\$44,546	\$45,592	\$48,732
11		\$40,673	\$42,044	\$43,588	\$45,437	\$46,484	\$49,624
12		\$41,169	\$42,731	\$44,273	\$46,123	\$47,169	\$50,309
13		\$41,667	\$43,415	\$44,957	\$46,810	\$47,857	\$50,996
14		\$42,164	\$44,102	\$45,644	\$47,495	\$48,541	\$51,681
15		\$42,661	\$44,598	\$46,173	\$48,181	\$49,227	\$52,367
16		\$43,159	\$45,096	\$46,705	\$48,865	\$49,912	\$53,051
17		\$43,655	\$45,593	\$47,235	\$49,552	\$50,598	\$54,052
18		\$44,153	\$46,090	\$47,765	\$50,237	\$51,284	\$54,423
19		\$44,650	\$46,588	\$48,296	\$50,766	\$51,813	\$54,953
20		\$45,147	\$47,084	\$48,825	\$51,296	\$52,342	\$55,482
21		\$45,645	\$47,582	\$49,356	\$51,827	\$52,874	\$56,013
22		\$46,141	\$48,078	\$49,886	\$52,358	\$53,404	\$56,544
23			\$48,576	\$50,418	\$52,889	\$53,936	\$57,075
24			\$49,074	\$50,947	\$53,419	\$54,465	\$57,605
25			\$49,570	\$51,477	\$53,948	\$54,995	\$58,134
26					\$54,480	\$55,526	\$58,666
27					\$55,009	\$56,056	\$59,195
28					\$55,539	\$56,586	\$59,726

Horizontal movement is possible according to the guidelines established in the negotiated agreement.

Neosho County Community College Application for Professional Development Credit and Funding

This professional development form must be completed and submitted to the Professional Development Committee whether funding is requested or not. Each professional employee is required to complete a minimum of six (6) units (semester hours or equivalent) of professional development every five year period of employment. After completing the professional development activity, the professional employee must submit the attached certification of completion form to the Professional Development Committee. The units shall be related to the professional employee's discipline of instruction or of benefit of NCCC, and may be in the form of college credit hours or an equivalent measure of training or educational work. (See article 8 of Negotiated Agreement.)

Horizontal advancement on the salary scale requires the application for class/teaching form, which is submitted to the Chief Academic Officer. (See article 11 of Negotiated Agreement for requirements.)

Applicant (please print)		
Specific discipline	or area of benefit (Example: Psychology or Instruc	tion)
	of the professional development activity (Attach	information about
professional development activity)	
	Specific coursework or work	shop/seminar
applicable to this request. Give de	tailed course or workshop description.	
Total number of cre	it hours	
If this is	based on a workshop or seminar list the number o	of contact hours.
7 ½ contact hours		
15 contact hours =	1 credit hour	
Funds requested yes	no If requesting funds please complete the f	ollowing information.
Tuition, fees, regis	ration	-
Lodging/food		
Transportation (\$	55 per mile; point to point)(mileage rate per colleg	<u>e policy)</u>
Miscellaneous, sp	cial supplies, etc.	
Total Cost of Prof	ssional Development Activity	
Amount taken fro	n other sources, i.e, Department budgets, Carl Pe	rkins, etc.
Amount allowed b	y professional development committee	
Accounts from which cost is to be	drawn:	
Account r	umber for additional funds requested.	
1-11-4200	629 Professional Development	
	Claimant	Date
	Professional Dev. Com. Chair	Date
	Academic Vice President	Date
	V.P. of Business Affairs	Date

I. Executive Session: Non-elected Personnel

On motion by Jenny Westerman and second by Charles Boaz the Board recessed into executive session for 10 minutes to discuss personnel matters of non-elected personnel which if discussed in open meeting might violate their right to privacy and to include the college attorney, with the President on standby.

The Board entered executive session at 7:35 pm and returned to open meeting at 7:45 pm.

Resolution 2017-34

RESOLVED, that the Board of Trustees of Neosho County Community College approves the extension of Dr. Brian Inbody's contract as discussed in executive session.

On motion by Dennis Peters and second by Jenny Westerman the above resolution was approved unanimously.

IX. ADJOURNMENT

On motion by Dennis Peters and second by Lori Kiblinger the meeting adjourned at approximately 7:47 pm.

Respectfully submitted,

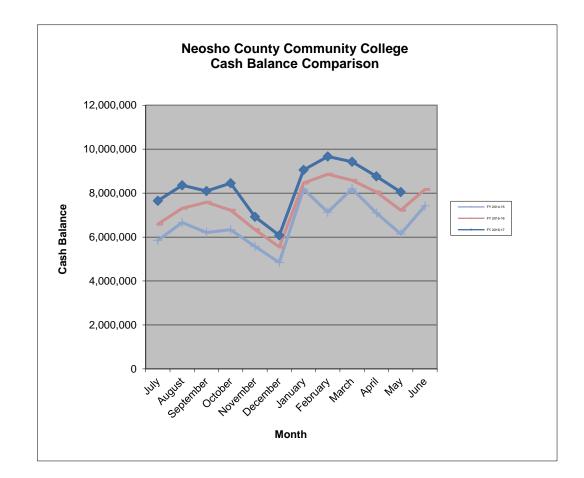
David Peter, Board Chair Denise L. Gilmore, Board Clerk

Student Services Report

https://prezi.com/view/mHsUfO7RQemnDA6aW87i/

TREASURER'S MONTHLY FINANCIAL STATEMENT NEOSHO COUNTY COMMUNITY COLLEGE For the Period May 1, 2017 to May 31, 2017

FUND	FUND	BEGINNING	RECEIPTS	JOUNRAL	DISBURSEMENTS	ENDING
	DESCRIPTION	BALANCE		ENTRIES		BALANCE
		4/30/2017	MAY	MAY	MAY	5/31/2017
02	Postsecondary Technical Education Reserve	130,731.76	5,111.13	0.00	0.00	135,842.89
07	Petty Cash Fund	1,074.48	0.00	0.00	0.00	1,074.48
08	General Fund Deferred Maintenance	101,400.00	10.00	0.00	0.00	101,410.00
09	General Fund Equipment Reserve	241,282.20	20,000.00	0.00	0.00	261,282.20
10	General Fund UnencumberedFund Balance	2,300,000.00	0.00	0.00	0.00	2,300,000.00
11	General Fund	156,573.91	113,647.13	-423.11	-781,162.16	-511,364.23
12	Postsecondary Technical Education Fund	1,122,346.25	140,932.78	0.00	-215,579.31	1,047,699.72
13	Adult Basic Education Fund	4,315.14	1,014.00	2,961.30	-64,212.62	-55,922.18
14	Adult Supplementary Education Fund	24,079.52	1,336.00	0.00	-6,447.26	18,968.26
16	Residence Hall/Student Union Fund	2,476,326.19	115,930.80	0.00	-169,717.37	2,422,539.62
17	Bookstore Fund	764,147.74	62,374.07	0.00	-20,356.50	806,165.31
21	College Workstudy Fund	0.00	5,069.03	0.00	-5,069.03	0.00
22	SEOG Grant Fund	0.00	7,487.00	0.00	-7,487.00	0.00
24	Pell Grant Fund	402.00	22,191.00	0.00	-22,191.00	402.00
25	Student Loans Fund	0.00	18,314.00	0.00	-18,314.00	0.00
32	Grant Funds	-142,110.26	108,822.63	-2,383.81	-132,536.03	-168,207.47
51	Library Bequest Fund	1,029.96	0.00	0.00	0.00	1,029.96
52	Snyder Chapel Fund	205.64	0.00	0.00	0.00	205.64
65	Student Union Revenue Bond Reserve	67,527.53	0.00	0.00	0.00	67,527.53
70	Agency Funds	1,519,624.80	162,349.91	-154.38	-61,683.86	1,620,136.47
90	Payroll Clearing Fund	0.00	0.00	0.00	0.00	0.00
	TOTALS	\$8,768,956.86	\$784,589.48	\$0.00	-\$1,504,756.14	\$8,048,790.20
	Checking Accounts					\$5,976,628.09
	Investments					\$2,070,562.11
	Cash on Hand					\$1,600.00
	Total					\$8,048,790.20



PRESIDENT'S REPORT

June 13, 2017

Trustees, thank you so much for your continued service to our institution. With the large number of items on our agenda, I have shortened my normal report. Please don't get used to it.

Enrollment

A verbal report will be given.

Projects

My office is coming along nicely. We brought in a sheetrock company to do the walls which were completed yesterday. Mudding and taping is going on now. The wiring is in progress. Some of the furniture is on order, just a few more decisions to make on the side chairs and we will have those ordered too. Ben asked our supplier to send me a test chair to make sure that they sit well for the guests. The HVAC for the office will be problematic. Originally we had planned to install a DX unit for the office, however, with the possible Energy Performance Contract we did not do that. The new VRF system may be installed earlier, but may not be activated until as late as October. That means there is no HVAC system in the office in August when the construction will be complete if we choose. We will have the option of remaining in Chapman until the full system comes online in the fall.

On the fountain, we have found a landscaping company who will do all of the site prep, provide the plants, do the irrigation system, do the river rock install, plant the species and warranty the plants for a year, all for about what we had budgeted to do it ourselves! That work should happen by the end of the month. All of the budget for the fountain has been donated. Of course, the college does pay for staff time to put it together. The fountain should be done by fall opening day if not before.

We have a little bit of money left in the fountain budget. With that we are talking about ordering additional bronze panthers in different poses and/or sizes. That way there is something more interesting to look at instead of just the panther's bottom from every angle. We are still looking at possible panthers. They may be added late though as they have to be cast and shipped.

County Valuation for 2017

This year the county value was \$128,896,814. We have been informed that the county value will FALL to \$128,366,585, down \$530,229. For the college then, if the mill levy remains the same, will have about \$18,000 less in revenue. That will be about \$9,000 less for 2017-2018 and an additional \$9,000 less for 2018-2019. While it was reported earlier that the county value had increased by \$3 million, that was before state-assessed value was updated. Apparently the state-assessed went down in value significantly. We are looking at our options for this loss and will be factoring it into the budget discussion scheduled for next month.

State Update

The final budget and taxation bills have passed both houses with the taxation bill already law thanks to an override of the Governor's veto. The budget did pass both houses and awaits the Governor's signature. For FY18, this coming year, higher education received flat funding. Thanks to the "hold harmless" clause we should receive the same from the state as we received this year. For FY19 there is about \$500,000 in the budget for community colleges. This puts back a small amount of the 4% cut we took for FY17, this year. We will receive about \$15,000 in new money in FY19 unless things change over this next year.

Health Insurance

We received our health insurance renewal for 2017-2018 and I have some good news to report. Our claims were down last year which means our renewal will be about 1% lower than this year! The dental insurance renewal is still in flux. Right now it looks like a small increase, however another competitor is putting together a bid which may be lower. In turn, that may change the quote for our current provider.

We were warned that for 2018-2019 we will be looking at a very high renewal for health insurance, perhaps as high as a 20% increase. We will try to plan accordingly for that year, but that will raise our total cost (including family insurance and grant folks) from about \$1.1 million to \$1.3 million.

I will be bringing the health and dental insurance renewals to the July meeting for your approval.

Surplus Sale

Our surplus sale, originally scheduled for this spring, had to be postponed. With all of the projects going on this summer, we have more items that are being rotated out of inventory, it was a good idea to wait until after summer is over. I am asking to have a Surplus Sale on August 5th at the Chanute campus. We will have advertisements about it. The sale will be from 10am-12pm.

Brian's Travels

I am scheduled for some vacation time over the next few weeks. Both girls will be at church camp next week so Jen and I will be taking full advantage of the time off as parents. Then it will be time for a family vacation. We will be visiting Washington DC for a few days. Some of this time is "stay-cation" so I will be in and out of the office as needed.

- June 14-23 Vacation
- June 29-July 9 Vacation