

**NEOSHO COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES**

**AGENDA**

**September 12, 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 August 8, 2017
  - B. Claims for Disbursement for August 2017
  - C. Creation of Court Reporting Instructor/Coordinator Job Description
  - D. Talent Search Academic Advisor 2017-2018 Salary Correction
  - E. Personnel
- VI. Reports**
  - A. Faculty Senate – Andrew Ouellette
  - B. Operations – Ben Smith
  - C. Treasurer – Sandi Solander
  - D. KACCT Report – Dennis Peters
  - E. President – Dr. Brian Inbody
- VII. Old Business**
- VIII. New Business**
  - A. Resolution 2017-52: New Board of Trustees Clerk Appointment
  - B. Resolution 2017-53: NJCAA Divisional Commitment
  - C. Resolution 2017-54: Renewal of Neighborhood Revitalization Program with the City of Chanute  
& County of Neosho
  - D. Resolution 2017-55: MOU with CRC for Community Bike Share Program
- IX. Adjournment**

**NEOSHO COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES**

**AGENDA**

**September 12, 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: Kevin Berthot, Charles Boaz, Lori Kiblinger, David Peter, Dennis Peters and Jenny Westerman.

Also in attendance were Kerrie Coomes, Marie Gardner, Denise Gilmore, Dr. Brian Inbody, Brenda Krumm, Andrew Ouellette, Kent Pringle, Kerry Ranabargar, Sarah Robb, Angela Rowan, Mike Saddler, 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 Charles Boaz the agenda was approved as presented.

**V. CONSENT AGENDA**

On motion by Dennis Peters and second by Jenny Westerman the following items were approved by consent:

**A. Minutes from August 8, 2017**

**B. Claims for Disbursement for August 2017**

**C. Creation of Court Reporting Instructor/Coordinator Job Description**

With the creation of the new Court Reporter program we are now looking for a permanent Court Reporter instructor. This position fulfills a strategic planning objective “to strengthen fledgling programs” and is partially funded through Carl Perkins Funds. The program is in its second year on the Ottawa Campus. It was the president’s recommendation that the Board approved the creation of a full-time Court Reporter Instructor. A copy of the job description follows.

## **COURT REPORTING INSTRUCTOR/COORDINATOR**

Reports to: Associate Dean – Outreach and Workforce Development

Classification: Full-time, 10-month Employee

Pay Status: Academic Management Support, Exempt

Fringe Benefits per Board Policy

Starting Salary: \$39,000-\$44,000

Created: June 2017

**Position Overview:** This position reports to the Assistant Dean of Outreach and Workforce Development and is responsible coordinating the Court Reporting Program and teaching courses within the 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 Duties**

1. Recruit students into the court reporting program.
2. Instruct courses in the court reporting program.
3. Advise students in the court reporting program.
4. Obtain and maintain internship sites.
5. Conduct student, course, and program assessments.
6. Assist in maintaining court reporting hardware and software.
7. Attend in-service and graduation sessions.
8. Develop and maintain an active program advisory committee.
9. Participate on NCCC committees, as assigned.
10. Hire, supervise, and evaluate adjunct instructors.
11. Develop, implement, and update curriculum as needed.
12. Maintain program sheets, assessment matrices, and participate in program review processes.
13. Establish State of Kansas Certified Court Reporter and/or National Registered Professional Reporter credentialing opportunities for program graduates.
14. Propose and monitor program budget.
15. Plan and prepare for adequate supplies/equipment to meet program needs.
16. Teach the equivalent of nine (9) credit hours each fall and spring semester; or negotiated variances.
17. Additional teaching assignments will warrant a supplemental contract.
18. This 10-month contract begins and ends with the first and last faculty duty days of the academic year. The 10<sup>th</sup> month of the contract will consist of 20 days of service for administrative duties performed in the summer.
19. Perform other duties as assigned.

### **Required Knowledge, Skills and Abilities**

1. Excellent interpersonal skills, excellent communication skills, ability to work effectively with all levels of employees. Ability to project a positive and professional image to students and employees.
2. Ability to appropriately exercise independent initiative and judgment.
3. Sensitivity to, and awareness of, confidential materials.
4. Ability to drive a passenger vehicle.

### **Education and Experience**

- Kansas Certified Court Reporter (CCR) credential required.
- Registered Professional Reporter (RPR) credential preferred.
- Candidates who are actively pursuing the credential will be considered; however, a professional development plan including attainment of the credential will be part of any employment contract.
- Associates degree required; bachelor or higher degree preferred.
- Minimum three years' experience in court reporting.
- Experience teaching 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. Reliable transportation required.
6. Ability to occasional lift and transport items weighing up to 10 pounds is required.
7. Some overtime may be required, as well as some flexibility in occasional early or late hours and weekends.

### **Non-Discrimination**

The current non-discrimination policy can be found at:

<http://www.neosho.edu/Portals/0/Policies/Employee/Personnel/Non-discrimination.pdf>

## VI. REPORTS

- A. Faculty Senate – Andrew Ouellette reported on what faculty were doing. See attachment.
- B. Operations – Ben Smith reported on operations on the college. See attachment.
- C. Treasurer – Sandi Solander gave a treasurer’s report. Revenue for the month of August was \$2,404,255.06 and disbursements were -\$1,708,536.95. See attachments
- D. KACCT Report – Dennis Peters reported on the KACCT meeting he attended with Dr. Inbody at El Dorado September 8<sup>th</sup> – 9<sup>th</sup>.
- E. President – Dr. Brian Inbody gave his president’s report. See attachment.

## VII. OLD BUSINESS

There was no old business to discuss.

## VIII. NEW BUSINESS

### A. New Board of Trustees Clerk Appointment

With the retirement of Denise Gilmore, Board Clerk, on October 1, 2017, it was the president’s recommendation that Angela Rowan be appointed as Board Clerk effective October 1, 2017.

#### **Resolution 2017-52**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the appointment of Angela Rowan as Board Clerk effective October 1, 2017.

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

### B. NJCAA Divisional Commitment

Last spring at the NJCAA Board of Directors meeting a bylaw proposal was passed that changed the divisional commitment for member colleges from a two-year commitment to a new four-year commitment. Divisional commitment within the NJCAA is by sport and not by college. Next month the portal to submit our declarations for the next four years will open. The timeline for the new four-year divisional commitment is:

- **2017-2018**: Colleges will be required to complete and submit a divisional commitment form in the fall of 2017 for the 2018-2021 commitment cycle. The Commitment will begin August 1, 2018 and run through July 31, 2022.
- **2018-2019**: Commitment in place
- **2019-2020**: Commitment in place
- **2020-2021**: Colleges will be required to complete a divisional commitment form in the fall of 2020 for the 2022-2026 cycle. The commitment begins August 1, 2022 and runs through July 31, 2026.
- **2021-2022**: Final year of the 2018-2022 commitment cycle.

In addition to the changes to the commitment cycle within the NJCAA, the Jayhawk Conference voted to do away with its scholarship limitations and follow the NJCAA athletic scholarship guidelines for divisional play. The scholarship limits are as follows:

- **Division I** – A maximum of tuition and fees, room and board, books, up to \$250 in course required supplies per academic year provided such course supplies are required by all

students in the course and specified in the institutions catalog or course syllabus, and course related books and transportation costs one time per academic year to and from the college by direct route.

- **Division II** – A maximum of tuition, fees, course related books and up to \$250 in course required supplies per academic year provided such course supplies are required by all students in the course and specified in the institutions catalog or course syllabus. (Division II scholarships cannot include room and/or board through a fee or any other system).
- **Division III** – No athletic scholarship aid of any kind.

Currently Neosho sponsors the following sports with the current divisional declaration.

<b>Sport</b>	<b>Men</b>	<b>Women</b>
Baseball	Division I	
Basketball	Division I	Division I
Cross Country	Division I	Division I
Soccer	Division I	Division I
Softball		Division II
Track & Field - Indoor	Division I	Division I
Track & Field - Outdoor	Division I	Division I
Volleyball		Division II
Wrestling	Division I	

Currently the NJCAA only offers Division I or Division III in the following sports: Cross Country, Soccer, Track & Field (indoor & outdoor) and Wrestling.

It was the president’s recommendation that for the next four-year divisional commitment cycle we make no changes to our current declarations.

**Resolution 2017-53**

RESOLVED, that the Board of Trustees of Neosho County Community College approves that no changes to our declarations be made for the next four-year division cycle.

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

**C. Renewal of Neighborhood Revitalization Program with the City of Chanute & County of Neosho**

The City of Chanute and County of Neosho have renewed their Neighborhood Revitalization Program another two years and asked if the college would like to participate in the program. A copy of the Interlocal Agreement follows.

It was the president’s recommendation that the college renew their support of the Neighborhood Revitalization Program with the City of Chanute and County of Neosho through December 31, 2018, and that a notice be published in the official city newspaper at least once each week for two consecutive weeks prior to the hearing.

**Resolution 2017-54**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the proposed Plan renewing the college's support of the Neighborhood Revitalization Program with the City of Chanute and County of Neosho through December 31, 2018, and that a notice be published in the official city newspaper at least once each week for two consecutive weeks prior to the hearing to be held on October 10, 2018. The Neighborhood Revitalization Interlocal Agreement with the Board of County Commissioners of Neosho County, Kansas is approved for execution and delivery, and a similar agreement with the City of Chanute is also authorized if necessary.

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

## **NEIGHBORHOOD REVITALIZATION INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners of Neosho County, Kansas, hereinafter referred to as "County" and the Neosho County Community College, Chanute, Kansas, hereinafter referred to as "NCCC."

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

WHEREAS, K.S.A. 12-17,114 et seq. provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. 12-17,119 by acting jointly.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to adopt a neighborhood revitalization plan as contained in "Exhibit A," attached hereto and incorporated by reference as if fully set forth herein. The parties further agree the neighborhood revitalization plan as adopted will not be amended without approval of the parties except as may be necessary to comply with applicable state law or regulation.
2. The parties further agree that the County shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The County shall create a neighborhood revitalization fund pursuant to K.S.A. 12-17,118 for the purpose of financing the redevelopment and to provide rebates. Any increment in property taxes received by the County or for or on the behalf of NCCC resulting from qualified improvements to property pursuant to the neighborhood revitalization plan shall be credited to the County's neighborhood revitalization fund.
3. This agreement shall expire on December 31, 2018. The parties agree to undertake a review of the neighborhood revitalization plan on or before August 15<sup>th</sup> of each year to determine any needed modifications to the neighborhood revitalization plan and participation in a new interlocal agreement. The parties agree that any party may terminate this agreement prior to December 31, 2018, by providing thirty (30) days advance notice provided however, any applications for tax rebate submitted prior to termination shall, if approved, be considered eligible for the duration of the rebate period.
4. The parties do not intend to acquire any real or personal property and thus no provisions have been made for its acquisition or disposal. The parties also acknowledge that if they intend to acquire property, the agreement must be amended to include provisions specifying the methods and manner of acquiring, holding and disposing of real or personal property to be used in this joint and cooperative undertaking.
5. This interlocal agreement shall become effective upon approval by the Attorney General of Kansas and filing with the Neosho County Register of Deeds.



IN WITNESS WHEREOF, the parties have hereto executed this agreement as of the day and year first above written.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Randal E. Neely, Neosho County Clerk

NCCC

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_

#### **D. MOU with CRC for Community Bike Share Program**

As the Board knows, the College has maintained a close working relationship with the Chanute Recreation Commission (CRC) for decades. The CRC continues to use several of our grass areas for soccer at various times of the year and gave the College a substantial gift towards the construction of restrooms at the new softball complex. Likewise, the CRC allows various College athletic teams including volleyball and basketball teams to use their facilities on a regular basis. Additionally, the College and CRC have made improvements to the CRC facility to enhance quality practice time as well as provide for security monitoring for our cheer/dance team while at the facility. Most recently, the College and CRC entered into a memo of understanding (MOU) to purchase and share mutually-beneficial equipment.

The Chanute Recreation Commission (CRC) is now developing a "Community Bike Share Program" which would provide bicycles to be checked out for use in the community. As part of the program, CRC would like to station some of the bicycles on the NCCC campus for use by students/staff. NCCC would be responsible for helping develop and implement a workable system for student/staff checkout and use; as well as working with CRC to monitor the pros and cons of the "Bike Share Program".

The College attorney is currently working on language for an appropriate MOU. The kickoff for the community bike-share program is rapidly approaching, however. College staff would like permission for the President to execute an appropriate MOU with the CRC created by the College attorney for the implementation of the bike-share program.

It was the president's recommendation that the Board authorize the President to execute a memo of understanding created by the College attorney with the explicit purpose of working with the Chanute Recreation Commission of Chanute, Kansas towards implementation of the bike-sharing program as noted above.

#### **Resolution 2017-55**

RESOLVED, that the Board of Trustees of Neosho County Community College authorizes the President to execute a memo of understanding with the explicit purpose of working with the Chanute Recreation Commission of Chanute, Kansas towards implementation of the bike-sharing program as noted above.

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

#### **X. ADJOURNMENT**

On motion by Kevin Berthot and second by Dennis Peters the meeting adjourned at approximately 6:45 pm.

Respectfully submitted,

David Peter, Board Chair

Denise L. Gilmore, Board Clerk