

**NEOSHO COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES**

**AGENDA**

**February 22, 2018 – 5:30 P.M.  
Student Union – Room 209**

- I. Call to Order**
- II. Roll Call**
- III. Public Comment**
  - a.
- IV. Approval of the Agenda**
- V. Consent Agenda**
  - A. Minutes from January 9, 2018
  - B. Claims for Disbursement for January 2018
  - C. Revised Job Description for the Payroll/Accounts Payable Clerk
  - D. Revised Job Description for the Director of Outreach and Workforce Development – Northern Service Area
  - E. Personnel
- VI. Reports**
  - A. Faculty – Andrew Ouellette
  - B. Technology – Kerry Ranabargar
  - C. Treasurer – Sandi Solander
  - D. President – Dr. Brian Inbody
- VII. Old Business**
  - A.
- VIII. New Business**
  - A. Resolution 2018-3: 2018-2019 Academic Calendar
  - B. Resolution 2018-4: Tuition and Fees Increase
  - C. Resolution 2018-5: Emergency Action Plan (EAP) Recommendation 2018
  - D. Resolution 2018-6: NCCC and Department for Children and Families – Goals Project Agreement
  - E. First Reading: Contract Termination Policy
  - F. Executive Session: Employee Matters
  - G. Executive Session: Negotiations
- IX. Adjournment**

**NEOSHO COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES**

**MINUTES**

**February 22, 2018 – 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 Dr. Brian Inbody, Kent Pringle, Kerry Ranabargar, Sarah Robb, Angela Rowan, Ben Smith, Sandi Solander, and The Chanute Tribune.

**III. PUBLIC COMMENT**

a.

**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 Lori Kiblinger the following items were approved by consent:

**A. Minutes from January 9, 2018**

**B. Claims for Disbursement for January 2018**

**C. Payroll/Accounts Payable Clerk**

In the past, the Payroll/Accounts Payable clerk position was a full-time position. For the past two years, as a cost saving measure, the level III payroll/accounts payable clerk position has been part-time, 25 hours per week. History has proven that the part-time position cannot provide assistance with inventory and accounts payable functions, which has left the College literally without anyone available to run checks, and caused a frantic situation. Proper segregation of accounting duties and proper internal controls to safeguard assets warrant that the Accounting Specialist, who reconciles the bank accounts, and the Chief Financial Officer, who signs the checks, should not be issuing checks.

With the recent resignation, it is a prudent time to restore the full-time position. The increased annual cost for salary and benefits will be around \$16,000. A copy of the job description follows.

## **PAYROLL/ACCOUNTS PAYABLE CLERK**

Reports to: Chief Financial Officer  
Classification: full-time, 12-Month Employee  
Pay Status: Hourly, Non-exempt, Level III  
Fringe Benefits per Board Policy  
Starting Salary Range: \$11.00 – \$11.50  
Created: February 2018

### **Position Overview**

This position's primary function is to provide support to the Chief Financial Officer and Director of Human Resources in completing the college's payroll with cross training in accounts payable and assisting with maintaining the college's fixed asset inventory.

### **Essential Functions**

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

### Primary

1. Complete all payroll processes including the update of payroll records, preparation and balancing of time entry reports, printing payroll checks and electronic transfer of funds.
2. Prepare and distribute payroll withholding taxes and withholding checks, prepare state and federal quarterly and annual reports, and prepare and distribute W-2 forms.
3. Prepare quarterly unemployment reports.
4. Scans and file payroll and personnel records.
5. Electronically enters human resource data into computer system.

### Assist with the following inventory and accounts payable functions

1. Receives and reviews purchase requisitions, travel forms and/or other related documentation for completeness and compliance with financial policies, procedures, budget constraints and contractual requirements. Follows up with departments when necessary.
2. Matches original invoices and requests for payment with internal purchase requisitions; performs calculations to determine appropriate payment schedules and amounts, and makes modifications as necessary.
3. Electronically enters accounts payable data into ledgers.
4. Draws, verifies, and posts payment checks to appropriate vendors and/or agencies.
5. Scans and files check stubs, cancels and attaches supporting documents.
6. Prepares and distributes federal 1099 forms.
7. Gather, tag and enter college inventory on computer for fixed asset accounting.
8. Performs other duties as directed by the Chief Financial Officer.

### **Required Knowledge, Skills and Qualifications**

1. Fluency, comfort, and familiarity with computers, and outstanding data entry skills.
2. Proficiency in Excel, Word, and Outlook software programs and databases required, proficiency in Access preferred.
3. Ability to work in a small and friendly office environment where each employee assumes multiple responsibilities.
4. Ability to work well under pressure and to reliably meet deadlines in a fast-paced environment.
5. Exceptional attention to detail and accuracy, and excellent organizational and writing skills.
6. Excellent customer service skills.
7. Ensure confidentiality of information.

### **Education and Experience**

1. Associate's degree preferred; AND 2 years of work experience required, preferably in area of responsibilities of position; OR
2. High School Diploma or GED required plus 5 years of work experience in area of responsibilities required.

### **Working Conditions**

1. The noise level in the work environment is moderately noisy.
2. While performing duties of this job, the employee is required to use hands to finger, handle, or operate objects, tools, or controls; and to reach with hands and arms.
3. The employee is required to walk, sit, stand, talk and hear.
4. Specific vision capabilities required by this job include close vision and the ability to adjust focus.
5. Ability to lift and transport boxes weighing 50 pounds required. Ability to reach and work overhead is required.
6. Some overtime may be required, as well as some flexibility in occasional 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>

**D. Director of Outreach and Workforce Development – Northern Service Area**

Whenever a job opening occurs, staff review the job description and make appropriate modifications. In this situation, the Assistant Dean of Outreach position has been modified to Director of Outreach and Workforce Development – Northern Service Area. This job description maintains most of the previous duties, but removes responsibility for the Occupational Therapy Assistant and Surgical Technology programs.

A copy of the job description follows.

## **DIRECTOR OF OUTREACH AND WORKFORCE DEVELOPMENT – NORTHERN SERVICE AREA**

Reports to: Dean of Outreach and Workforce Development

Classification: Full-time, 12-month Employee

Pay Status: Academic Administrator, Exempt

Fringe Benefits per Board Policy

Starting Salary Range: \$35,000-\$45,000

Created 1-12-18

This position reports to the Dean of Outreach and Workforce Development and has responsibility for assisting with the administration and supervision of out-district outreach and workforce development activities of the college. 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. Schedule outreach and workforce development credit and non-credit courses;
2. Establish solid networks within the secondary schools in the northern service area;
3. Develop course offerings necessary to meet the needs of the northern service area secondary students;
4. Grow enrollment for the college by seeking new markets;
5. Arrange for applicable adjunct faculty, evaluate qualifications, create adjunct contracts, and conduct adjunct evaluations;
6. Assist with operation of the outreach and workforce development department, including program review;
7. Supervise programs as appropriate in the northern service areas, in coordination with the Dean of Outreach and Workforce Development.
8. Supervise the Court Reporting Coordinator/Technical Education Recruiter.
9. Institute and expand programs of community service in the service area (lifetime learning, Kids' College, Leadership Franklin County, etc.);
10. Assist in the development of promotional material and advertising to be used in effective promotion of outreach and workforce development programs;
11. Be the primary "face of the college" to the northern service area and beyond. Actively represent NCCC and participate in area high schools, at community events, and with local economic development and workforce development initiatives.
12. Assist the Dean in seeking grant opportunities to expand existing programs or add new programs in coordination with the NCCC mission statement.
13. Assist the Dean in representing the community college in an official capacity in local, state, regional, or national associations, or agencies, which are directly, related to outreach and workforce development;
14. Participate in civic, recreational, and social activities of the community;
15. Perform other duties as assigned by the Dean of Outreach and Workforce Development.

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

1. Demonstrated ability to learn and disseminate detailed information using a high level of interpersonal and writing skills
2. Ability to lead a team of professionals effectively.
3. Sensitivity to, and awareness of, confidential materials.
4. Ability to work effectively with diverse populations.
5. High level of organizational and coordinating skills.
6. Ability to establish rapport with students and staff.
7. Ability to exercise sound judgment.
8. Willingness and ability to work as a member of a team.
9. Must possess a service mentality toward students, parents, faculty and other staff members.

### **Education and Experience**

1. Bachelor's Degree required.
2. Master's Degree preferred.
3. Experience in curriculum development, preferably with knowledge of the technical program approval process in Kansas.
4. 3+ years of experience in administration, preferably at a community college.
5. Knowledge of grants and grant writing preferred.

### **Working Conditions**

1. Work is normally performed in a typical interior/office work environment.
2. Occasional evening hours required.
3. No or very limited physical effort required.
4. No or very limited exposure to physical risk.
5. Reliable transportation required.

### **Application:**

Please submit a letter of application, resume with names and phones numbers of five references unofficial transcripts, and NCCC employment application to:

Human Resources Director, Assistant Dean of Outreach and Workforce Development, Neosho County Community College, 800 West 14th Street, Chanute, KS 66720 or Email to [hr@neosho.edu](mailto:hr@neosho.edu). Employment application available at [www.neosho.edu/careers](http://www.neosho.edu/careers).

Review of applications begins upon receipt.

### **Non-Discrimination**

The current non-discrimination policy can be found at:

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

## **E. Personnel**

### **1. Early Retirement**

In accordance with Board Policy, Susan Rhodes requests early retirement under the Early Retirement Incentive policy. Her last day will be June 30, 2018. She will be eligible for 21% of her last annual contract salary for 2017-2018 and payable per the Early Retirement Incentive policy. She expresses her intent to continue on the college's health insurance plan until further notice or until she reaches age 65.

It was the President's recommendation that the Board approve Ms. Rhodes request for early retirement.

### **2. Resignation of the Payroll/Accounts Payable Clerk – Part-Time**

It was the President's recommendation that the Board accept the resignation of Amanda Wolfe, payroll/accounts payable clerk. Her resignation will be effective February 28, 2018.

### **3. Resignation of the Assistant Woman's Basketball Coach**

It was the President's recommendation that the Board accept the resignation of Kent Packard, Assistant Woman's Basketball Coach. His resignation will be effective February 16, 2018.

### **4. Resignation of the Cashier**

It was the President's recommendation that the Board accept the resignation of Gretchen Murrow, cashier. Her resignation will be effective July 19, 2018.

### **5. Resignation of the Desktop Support Technician – Ottawa Campus**

It was the President's recommendation that the Board accept the resignation of Richard Buchanan, Desktop Support Technician. His resignation will be effective February 23, 2018.

### **6. Resignation of Nursing Instructor – Ottawa Campus**

It was the President's recommendation that the Board accept the resignation of Amy Douglass, Nursing Instructor. Her resignation will be effective February 28, 2018 for her Faculty Position.

### **7. Resignation of the Administrative Assistant to the Director of Nursing – Ottawa Campus**

It was the President's recommendation that the Board accept the resignation of Wendy Rossman, Administrative Assistant to the Director of Nursing, pending her appointment to the position of Director of Outreach and Workforce Development.

### **8. Director of Outreach and Workforce Development – Northern Service Area**

It was the President's recommendation that the Board approve the employment of Wendy Rossman as Director of Outreach and Workforce Development. Ms. Rossman has been employed by Neosho County Community College since July 2014.

Ms. Rossman will be paid an annual salary of \$35,000 (Academic Administrator) beginning February 23, 2018.



**9. Administrative Assistant to Health Occupations – Part-Time – Ottawa Campus**

It was the President's recommendation that the Board approve the employment of Allison Waymire as Administrative Assistant to Health Occupations. Ms. Waymire has a Bachelor's in Biology from Bethany College.

Ms. Waymire's prior work experience includes Certified Peer Tutor and Presidential Ambassador at Bethany College and Librarian at Baldwin City Public Library.

Ms. Waymire will be paid \$11.50 an hour (Level 3) beginning February 23, 2018.

**10. Bookstore Assistant – Part-Time – Ottawa Campus**

It was the President's recommendation that the Board approve the employment of Sue Hershberger as Bookstore Assistant. Ms. Hershberger has a Degree in Law Enforcement from Tuscarawas County Police Officer Training Academy in New Philadelphia, OH and Ministry from Rhema Bible College.

Ms. Hershberger's prior work experience includes Secretary at Mother Nature's Pest Control, Accounting Clerk at Rhema Bible Church and Facility Manager at The Father's House Church.

Ms. Hershberger will be paid \$11.00 an hour (Level 2) beginning February 23, 2018.

**11. Maintenance – Part-Time**

It was the President's recommendation that the Board approve the employment of Vincent Eagle as Maintenance – Part Time. Mr. Eagle has a Certificate in Electronics I & II from Neosho County Community College and a Certificate in Fire Science from Labette Community College.

Mr. Eagle's prior work experience includes Fire Captain at City of Chanute Fire Department, Counter/Stocker at Cleavers Farm & Home True Value and Laborer at Hockett Construction Services.

Mr. Eagle will be paid \$11.00 an hour (Level 3) beginning February 23, 2018.

**VI. REPORTS**

- A. Faculty Senate – Andrew Ouellette gave report in writing. See attachment.
- B. Technology – Kerry Ranabargar reported on what the Technology Department was doing. See attachment.
- C. Treasurer – Sandi Solander gave a treasurer's report. Revenue for the month of January was \$4,692,357.82 and disbursements were \$1,635,425.50. See attachments.
- D. President – Dr. Brian Inbody gave a president's report. See attachment.

**VII. OLD BUSINESS**

- A.

**VIII. NEW BUSINESS**

**A. 2018-2019 Academic Calendar**

Attached is the proposed Academic Calendar for academic year 2018-2019 this calendar coincides with the same schedule for the University of Kansas. Future calendars will come at a later board meeting. It was the president's recommendation that the Board approve the following 2018-2019 academic calendar.

## Academic Calendar

**Summer Semester-2018** During Summer 2018 NCCC is closed on Fridays, May 25-August 3

May 28	Memorial Day (NCCC closed)
June 4	Summer Classes Begin
June 4	First 4 Week Classes Begin
July 1	First 4 Week Classes End
July 2	Last 4 Week Classes Begin
July 4	Independence Day (NCCC closed)
July 26	Last 4 Week Classes End
July 26	Summer Classes End

### Fall Semester – 2018

July 30	August Intersession Classes Begin
Aug 13	Faculty Report
Aug 14	Inservice (NCCC closed)
Aug 19	August Intersession Classes End
Aug 20	Fall Classes Begin
Aug 20	First 8 Week Classes Begin
Sept 3	Labor Day (NCCC closed)
Sept 10	12 Week Classes Begin
Sept 17	Citizenship Day
Sept 17	Middle 8 Week Classes Begin
Oct 12	Midterm
Oct 14	First 8 Week Classes End
Oct 15	Last 8 Week Classes Begin
Nov 11	Middle 8 Week Classes End
Nov 19-23	Thanksgiving Break (NCCC closed)
Dec 4-10	Finals (Chanute Night/Ottawa Block)
Dec 9	12 Week Classes End
Dec 7-13	Finals (Online/Hybrid)
Dec 11-13	Finals (Chanute Day/Ottawa Non-Block)
Dec 13	Last 8 Week Classes End
Dec 13	Fall Semester Ends
Dec 14	Faculty Assessment/Duty Day
Dec 17	Faculty Assessment/Duty Day

### Wintersession – 2018-19

Dec 17	4 Week Classes Begin
Dec 24 – Jan 1	Christmas Break (NCCC closed)
Jan 13	4 Week Classes End

### Spring Semester – 2019

Jan 14	Faculty Report
Jan 15	Inservice (NCCC closed)
Jan 21	Martin Luther King Day (NCCC closed)
Jan 22	Spring Classes Begin

Jan 22	First 8 Week Classes Begin
Feb 11	12 Week Classes Begin
Feb 18	Middle 8 Week Classes Begin
Mar 15	Midterm
Mar 17	First 8 Week Classes End
Mar 18-22	Spring Break (NCCC closed)
Mar 25	Last 8 Week Classes Begin
Apr 19	Good Friday (NCCC closed)
Apr 22	Middle 8 Week Classes End
May 8-14	Finals (Chanute Night/Ottawa Block)
May 12	12 Week Classes End
May 11-17	Finals (Online/Hybrid)
May 14	Tuesday Classes are Friday Classes (day classes only)
May 15-17	Finals (Chanute Day/Ottawa Non-Block)
May 17	Last 8 Week Classes End
May 17	Spring Semester Ends
May 17	Commencement 7:00pm
May 20	Faculty Assessment/Duty Day
May 21	Faculty Assessment/Duty Day

**Resolution 2018-3**

RESOLVED, that the Board of Trustees of Neosho County Community College approved the 2018-2019 Academic Calendar as presented.

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

**B. Tuition and Fees Increase**

Each year the Board of Trustees must set all tuition and fees for the coming academic year. It was the president’s recommendation that the Board approve the following 2018-2019 tuition and fee schedule that includes the following changes:

1. A \$3.00 per credit hour increase in tuition
2. A \$50.00 increase per semester to campus housing charges for food

**Approved 2/2018**

\$3 increase in Tuition
\$50 increase in Housing Cost/Semester

<b>TUITION &amp; FEES</b>	<b>Cost Per Credit Hour</b>
<b><u>Neosho County Resident On Campus</u></b>	
Tuition	\$73
Fees	
Incidental	\$19
Student Union	\$5
Technology	\$7
Total Fees	\$31
<b>Total Tuition &amp; Fees</b>	<b>\$104</b>

(currently \$70/cr hr)

<b><u>Neosho County Resident Off Campus</u></b>	
Tuition	\$73
Fees	
Incidental	\$19
Student Union	\$0
Technology	\$7
Total Fees	\$26
<b>Total Tuition &amp; Fees</b>	<b>\$99</b>

(currently \$70/cr hr)

<b><u>Neosho County Resident On Line</u></b>	
Tuition	\$73
Fees	
On Line	\$30
Incidental	\$19
Student Union	\$0
Technology	\$7
Total Fees	\$56
<b>Total Tuition &amp; Fees</b>	<b>\$129</b>

(currently \$70/cr hr)

<b><u>Kansas Resident Outside Neosho County (Chanute) On Campus</u></b>	
Tuition	\$73
Fees	
Incidental	\$19
Student Union	\$5
Technology	\$7
Out District	\$14
Total Fees	\$45
<b>Total Tuition &amp; Fees</b>	<b>\$118</b>

(currently \$70/cr hr)

<b><u>Kansas Resident Outside Neosho County (Chanute) Off Campus</u></b>		
Tuition		\$73
Fees		
Incidental	\$19	
Student Union	\$0	
Technology	\$7	
Out District	\$14	
Total Fees		\$40
<b>Total Tuition &amp; Fees</b>		<b>\$113</b>

(currently \$70/cr hr)

<b><u>Kansas Resident Outside Neosho County On Line</u></b>		
Tuition		\$73
Fees		
On Line	\$30	
Incidental	\$19	
Student Union	\$0	
Technology	\$7	
Out District	\$14	
Total Fees		\$70
<b>Total Tuition &amp; Fees</b>		<b>\$143</b>

(currently \$70/cr hr)

<b><u>Kansas Resident Outside Neosho County (Ottawa) On Campus</u></b>		
Tuition		\$73
Fees		
Incidental	\$23	
Building	\$24	
Technology	\$7	
Out District	\$14	
Total Fees		\$68
<b>Total Tuition &amp; Fees</b>		<b>\$141</b>

(currently \$70/cr hr)

<b><u>Kansas Resident Outside Neosho County (Ottawa) Off Campus</u></b>		
Tuition		\$73
Fees		
Incidental	\$23	
Building	\$10	
Technology	\$7	
Out District	\$14	
Total Fees		\$54
<b>Total Tuition &amp; Fees</b>		<b>\$127</b>

(currently \$70/cr hr)

<b><u>Out-of-State Resident (Chanute) On Campus</u></b>		
Tuition		\$73
Fees		
Incidental	\$19	
Student Union	\$5	
Technology	\$7	
Out-of-State	\$36	

(currently \$70/cr hr)

Total Fees		\$67
<b>Total Tuition &amp; Fees</b>		<b>\$140</b>

<b>Out-of-State Resident (Chanute) Off Campus</b>		
Tuition		\$73
Fees		
Incidental	\$19	
Student Union	\$0	
Technology	\$7	
Out-of-State	\$36	
Total Fees		\$62
<b>Total Tuition &amp; Fees</b>		<b>\$135</b>

(currently \$70/cr hr)

<b>Out-of-State Resident On Line</b>		
Tuition		\$73
Fees		
On Line	\$30	
Incidental	\$19	
Student Union	\$0	
Technology	\$7	
Out-of-State	\$36	
Total Fees		\$92
<b>Total Tuition &amp; Fees</b>		<b>\$165</b>

(currently \$70/cr hr)

<b>Out-of-State Resident (Ottawa) On Campus</b>		
Tuition		\$73
Fees		
Incidental	\$23	
Building	\$24	
Technology	\$7	
Out-of-State	\$36	
Total Fees		\$90
<b>Total Tuition &amp; Fees</b>		<b>\$163</b>

(currently \$70/cr hr)

<b>Out-of-State Resident (Ottawa) Off Campus</b>		
Tuition		\$73
Fees		
Incidental	\$23	
Building	\$10	
Technology	\$7	
Out-of-State	\$36	
Total Fees		\$76
<b>Total Tuition &amp; Fees</b>		<b>\$149</b>

(currently \$70/cr hr)

<b>International (Chanute) On Campus</b>		
Tuition		\$146
Fees		
Incidental	\$23	
Student Union	\$5	
Technology	\$7	
Out-of-US	\$14	

(currently \$143/cr hr)

Total Fees		\$49
<b>Total Tuition &amp; Fees</b>		<b>\$195</b>

<b>International (Chanute) Off Campus</b>		
Tuition		\$146
Fees		
Incidental	\$19	
Student Union	\$0	
Technology	\$7	
Out-of-US	\$14	
Total Fees		\$40
<b>Total Tuition &amp; Fees</b>		<b>\$186</b>

(currently \$143/cr hr)

<b>International On Line</b>		
Tuition		\$146
Fees		
On Line	\$30	
Incidental	\$19	
Student Union	\$0	
Technology	\$7	
Out-of-US	\$14	
Total Fees		\$70
<b>Total Tuition &amp; Fees</b>		<b>\$216</b>

(currently \$143/cr hr)

<b>International (Ottawa) On Campus</b>		
Tuition		\$146
Fees		
Incidental	\$23	
Building	\$24	
Technology	\$7	
Out-of-US	\$14	
Total Fees		\$68
<b>Total Tuition &amp; Fees</b>		<b>\$214</b>

(currently \$143/cr hr)

<b>International (Ottawa) Off Campus</b>		
Tuition		\$146
Fees		
Incidental	\$23	
Building	\$10	
Technology	\$7	
Out-of-US	\$14	
Total Fees		\$54
<b>Total Tuition &amp; Fees</b>		<b>\$200</b>

(currently \$143/cr hr)

**Semester Residence Hall Changes Per Semester**

Bideau Double	\$4,000	(currently \$3,050)
Bideau Single	\$3,850	(currently \$3,800)
NeoKan Double	\$4,000	(currently \$3,050)
NeoKan Single	\$3,850	(currently \$3,800)

**Safe Rental Fee Charges Per Semester**

\$49

<b><u>Annual Residence Hall Application Fee</u></b>	\$125
<b><u>Book Rental Fee Per Credit Hour</u></b>	\$16
<b><u>Transcript Fee</u></b>	\$7.25
<b><u>Auditing a Class</u></b>	

Students will be charged the current applicable tuition and fee rate per credit hour plus any course fees.

**Special Course Fees**

Certain classes have special fees assessed up to \$2,000 per class to help defray the cost of materials and supplies.

**Resolution 2018-4**

RESOLVED, that the Board of Trustees of Neosho County Community College approved the 2018-2019 tuition and fee schedule as set out above.

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

**C. Emergency Action Plan (EAP) Recommendation 2018**

In 2007, the administration brought the first Emergency Action Plan (EAP) to the Board for action. That plan was the culmination of hundreds of hours of research, planning, discussions, and meetings involving local and state emergency management personnel, other colleges and universities, and the entire NCCC community. When the Board approved the EAP, the Board directed the administration to keep the plan current with “the content to be modified as necessary and appropriate.”

Two years later, NCCC extended the breadth of the EAP with the addendum of an Automated External Defibrillator (AED) plan and initiated the phased purchase of AED devices for every building the college operates. The EAP and AED plans have served as living documents and changes have been made annually as statutes, codes and regulations have changed.

Latest changes include changing the active killer protocol and the addition of classroom and door security foot bolts, protocols required for the National Intercollegiate Mutual Aid Agreement (NIMAA), changes necessary due to the addition of the “Share A Concern” online form, minor revisions to the preparation for emergencies section, and some miscellaneous procedural changes, title changes and contact lists. It should be noted that no major changes were recommended to Section 9: Mental Health Response Plan pending the appointment of the counseling position later this year. Additionally, no changes are necessary to the AED Plan this year.

The plan has been approved by the Safety and Security Committee and endorsed by the Executive Committee. Please see attachment.

It was the president’s recommendation that the Board approve the NCCC Emergency Action Plan (EAP) with the content to be continually modified as necessary and appropriate.

**Resolution 2018-5**

RESOLVED, that the Board of Trustees of Neosho County Community College approved the 2018 Emergency Action Plan.

**Upon motion by Dennis Peters and second by Lori Kiblinger, the above resolution was approved unanimously.**



**D. NCCC and Department for Children and Families – Goals Project Agreement**

NCCC wishes to enter into a license and service agreement with the Kansas Department for Children and Families – GOALS Project. This agreement will allow curriculum developed by NCCC to be utilized in the GOALS Project throughout Kansas.

**NEOSHO COUNTY COMMUNITY COLLEGE  
License And Service Agreement**

THIS AGREEMENT shall be effective November 1, 2017 between **Neosho County Community College (NCCC)** and **Department for Children and Families – GOALS Project** (herein after referred to as Client).

1. Scope. Client contracts for and NCCC agrees to furnish Curriculum and Services described in this Agreement, to wit:

NCCC Bridges Curriculum© (“Curriculum”)  
Training for use and Client Trainers (“Services”)

1.1 Intended Use. Client will use the Curriculum to educate Client services beneficiaries within the scope of its agency mission. The Curriculum shall be used through various social service entities in the State of Kansas who deliver Client services. Any such social service entity contracting to provide Client services shall be considered as an Authorized User.

1.2 Training Location. Training Services shall be provided at NCCC location in Chanute, Kansas unless NCCC designates a different location. Training Services will not be provided “on site” absent written agreement at the sole election of NCCC to do so with specific terms for reimbursement for travel, time, etc.

2. Warranty Disclaimer. Client acknowledges the warranty disclaimer and the limitation of liability provisions set forth in this Agreement reflect an informed, voluntary allocation of risk between the parties, and constitute essential elements of the bargain between them. NCCC would not have made the Curriculum and/or Services available to Client at the fees set forth in this Agreement if it did not include such provisions.

3. Fees. Client agrees to pay to NCCC the following:

- (a) A one-time payment of \$8,000.00 for a Limited License to use the Curriculum.
- (b) Fees on a per-trainee basis as follows:
  - (1) If there is a NCCC Bridges© class in session the “train-the-trainer” cost will be an estimated three (3) hours staff time for explanation outside of and in addition to attendance of the class.
  - (2) If there is not a NCCC Bridges© class in session, estimated staff time to demonstrate the curriculum with the trainee is eight (8) hours of training.
  - (3) The NCCC rate for staff time training is currently \$20.00 per hour. Client will be notified sixty (60) days in advance of any increases to the hourly rate.

This Agreement is comprised of this Signature Page and the attached General Terms And Conditions. Client has read this Agreement including the General Terms And Conditions and agrees to be bound thereby.

Neosho County Community College

Department for Children and Families--GOALS Project

BY: \_\_\_\_\_  
Signature

BY: Jane Stontekal  
Signature

\_\_\_\_\_  
Printed Name

Jaryl Perkins  
Printed Name

\_\_\_\_\_  
Title

Director of Employment Services  
Title

\_\_\_\_\_  
Date

18 January 18  
Date

800 West 14<sup>th</sup> Street  
Chanute, KS 66720

555 S Kansas Ave, 4th Floor  
Address

Topeka      Ks      66603  
City                      State                      Zip

**GENERAL TERMS AND CONDITIONS**

**NEOSHO COUNTY COMMUNITY COLLEGE**  
**License And Service Agreement**

1. Ownership. NCCC Curriculum is licensed, not sold. Title to all copies of the Curriculum and to all NCCC confidential and proprietary information shall remain vested with NCCC. This Agreement does not grant Client any intellectual property rights in the Curriculum or Services, and all rights not expressly granted are reserved by NCCC.

2. License Restrictions. The non-exclusive perpetual License granted to Client under this Agreement does **NOT** permit Client to do or permit any of the following without NCCC prior written consent:

- (i) make copies of the Curriculum except as necessary for Client-Intended Use of the Curriculum,
- (ii) sublease, lease, lend, transfer, or permit access to the Curriculum to any third party,
- (iii) permit access to, or the use, of the Curriculum by any person, facility, or entity that is not an Authorized User,
- (iv) create derivative works based upon the Curriculum.

3. Limitation of Liability. Client has had the opportunity to review the Curriculum and determine its suitability for Client-Intended Use. NCCC disclaims any and all warranties, whether express or implied, including without limitation any implied warranties of merchantability for a particular purpose and those arising from trade usage or course of dealing.

3.1 Excluded Damages. Neither NCCC or Client shall be liable to the other under any circumstances for any incidental, special, direct, exemplary, or consequential damages or economic loss, based upon breach of warranty, breach of contract, strict liability on tort, or any other legal theory (except for loss of profits or revenue to NCCC arising from Client's failure to pay amounts due under this Agreement or Client breach of paragraph 2). Client specifically agrees and consents that in the event of Client breach of paragraph 2, including third party breach, that damage to NCCC will not be ascertainable or adequate as a remedy, and NCCC shall be entitled to seek injunctive relief, and if successful, recover its fees and costs therefore, including reasonable attorney fees.

4. Payment Terms. All charges and fees under this Agreement are due and payable in full within thirty (30) days after the date of invoice.

5. Term. For Services, after a period of five (5) years NCCC may elect to no longer provide the Services described herein. Such election shall not in any way affect or diminish Client obligations pursuant to paragraph 2.

6. No Third-Party Beneficiaries. The parties expressly acknowledge and agree that no third party is intended to be a beneficiary of any provision of this Agreement.

## CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 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 State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such 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 contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

#### **SUPPLEMENT TO CONTRACTUAL PROVISIONS ATTACHMENT**

13. **Limitation/Intent:** As a continuation of the Business Associate Agreement (BAA) without limiting any of the provisions therein it is understood and agreed that:
- Indemnity provisions of the BAA refer only to improper use or disclosure of PHI or EPHI by Business Associate.
  - Business Associate activities will be limited to clinical training programs for Neosho County Community College nursing students, and in the course of such activities it is agreed and understood that Business Associate will not receive in any written, electronic or other form PHI or EPHI, Business Associate will not generate any PHI or EPHI, and therefore will not be the repository for any such information for which HITECH Act record keeping procedures will apply.
  - Nursing students in the course of their clinical activities will observe patients in treatment settings for educational purposes and as part of the clinical training, such observations will be shared with other nursing students/instructors for coursework in classroom type settings. Any such coursework will be hypothetical based upon such observations and will not involve PHI or EPHI identifiable to any specific individual. To the extent not fully stated, such information protections are incorporated into the separate Clinical Site Agreement between the facility and Business Associate and shall become a part thereof.

#### **Resolution 2018-6**

RESOLVED, that the Board of Trustees of Neosho County Community College approved the NCCC and Department for Children and Families – Goals Project Agreement.

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

#### **E. Contract Termination Policy (First Reading)**

Employee turnover is part of any organization. Employees occasionally find other opportunities or have issues arise that require them to leave the College during the contract year. While turnover is impossible to avoid, it is important that offices and departments remain open and functional during the transition from one employee to another. A key to a successful transition is proper notification of the employee's intent to resign or retire. Adequate notification allows the College to begin the search for a new employee and perhaps even enough time for the outgoing employee to train the new hire. To that end, the administration is recommending a policy that rewards proper notification by allowing the outgoing employee the ability to be paid out for any unused vacation leave and, conversely, withholding that pay from those who leave without adequate notice. In the case of non-faculty retirees this would also effect the payment of unused sick leave.

Occasionally emergencies occur and proper notifications are not possible. The President would have the ability to adjust the notification period of any employee on a case by case situation.

This is a first reading of the proposed addition to the termination policy. No action on this proposed policy will be taken until the next regular meeting of the Board of Trustees.

The policy follows.

If the employee terminates the contract during the contract year through resignation or retirement and fails to provide adequate advance written notification to the appropriate supervisor. The college will not pay compensation for sick leave\* unused as of the employment termination date, and employee will not be permitted to take, and the college will not pay compensation for, unused vacation hours accrued as of the date of inadequate notification. The President has the authority to make an exception to any required notification period on a case by case basis.

Adequate notification is defined by position classification in the chart below:

Position Level	Minimum Notification
Clerical/maintenance	10 working days
Management Support	10 working days
Administrator	20 working days
Senior Administrator	40 working days
Executive Administrator	60 working days

#### **F. Executive Session – Employee Matters**

Mr. Chairman,

I move that the Board recess into executive session to discuss confidential employee information.

Pursuant to the open meetings, exception for personnel matters of non-elected personnel which if discussed in open meeting might violate their right to privacy and that our President, both Vice-Presidents, Chief Financial Officer and attorney be included. The open meeting will resume here in the Oak Room in 15 minutes.

**On motion by Dennis Peters and second by Charles Boaz, they went into executive session for 15 minutes.**

#### **G. Executive Session – Negotiations**

Mr. Chairman,

I move that the Board recess into executive session to discuss proposals to modify the Negotiated Agreement.

Pursuant to the open meetings, exception for matters relating to employer-employee negotiations and that our President, both Vice-Presidents, Chief Financial Officer and attorney be included. The open meeting will resume here in the Oak Room in 15 minutes.

**On motion by Dennis Peters and second by Lori Kiblinger, they went into executive session for 15 minutes.**

**No action following the Executive Session.**

#### **IX. Adjournment**

**On motion by Dennis Peters and second by Charles Boaz, the meeting adjourned at 7:30 pm.**

Respectfully submitted,

David Peter, Board Chair

Angela Rowan, Board Clerk