

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

**DATE:** August 13, 2009  
**TIME:** 5:30 p.m.  
**PLACE:** Student Union, Room 209

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

Dr. Vicky R. Smith, President  
Dr. Brian Inbody, VP for Student Learning  
Ben Smith, VP for Administration  
Dale Ernst, Dean of Ottawa  
Eric Tincher, Dean of Student Development  
Brenda Krumm, Dean of Outreach/Workforce Development  
Sandi Solander, Business Manager/Board Treasurer  
Kent Pringle, Board Attorney  
Terri Dale, Board Clerk

Mr. Peter called the meeting to order at 5:30 p.m. in room 209 in the Student Union.

**III. Public Comment**

There were no speakers

**IV. Approval of the Agenda**

Dr. Peter asked to amend the agenda by deleting item C-4 on the consent agenda and adding Bids for Gas, Personnel and PSU Agreement under new business. Upon a motion and a second the consent agenda was approved as amended. Motion passed.

**V. Budget Hearing**

There were no speakers regarding the 2009-10 published budget.

**VI. Consent Agenda**

The following items were approved by consent.

- A. Minutes from July 9 and July 30, 2009
- B. Claims for Disbursement July 2009
- C. Personnel

**Consent Agenda Item VI-C: Personnel**

**1. Resignation-Receptionist/Registration Clerk**

It was the President's recommendation that the Board approve the resignation of Gayla Berger, receptionist/registration clerk. Her resignation was effective August 3, 2009.

## 2. Resignation-STARS English Specialist

It was the President's recommendation that the Board approve the resignation of Tonya Bell, English specialist for the STARS grant. Ms. Bell's resignation is effective August 6, 2009.

## 3. Resignation-Administrative Assistant for Allied Health

It was the President's recommendation that the Board accept the resignation of Brandi Poydack, administrative assistant for Allied Health, pending Board approval of her employment in the Lead Custodian position. Ms. Poydack's resignation date is August 31, 2009.

## 4. Assistant Cheer/Dance Coach

It was the President's recommendation that the Board employ Tara Palmer as the assistant cheer/dance coach. She is a graduate of Kansas State University with a degree in Criminology, Psychology. Ms. Palmer has worked as Director of Corporate Relations, Director of Marketing and Sales Account Executive.

Ms. Palmer will be paid \$1050 per month starting August 17, 2009 through May 14, 2010 (\$9,450) and be allowed to eat in the cafeteria when it is open.

## 5. Lead Custodian

It was the President's recommendation that the Board employ Brandi Poydack for the position of lead custodian. Ms. Poydack worked as a housekeeper for the College in 2007 before taking a clerical position. She has 3 years experience in the custodial field and experience setting up special events during her tenure working in Allied Health.

Ms. Poydack will be paid \$10.70 per hour, level IV, with a start of September 1, 2009.

## 6. Returning Assistant Coaches

It was the President's recommendation that the board approve the re-employment of the following assistant coaches:

Malinda Berglund, Assistant Softball Coach  
Cole Gordon, Assistant Baseball Coach  
Tom Havron, Assistant Track/Cross Country Coach  
Kevin Reigle, Assistant Men's Soccer Coach  
Aaron Sweazy, Assistant Wrestling Coach

As second year coaches they will receive \$1200 per month (Aug 17, 2009 through May 14, 2010-\$10,800) plus cafeteria privileges when food service is open.

**Dean of Ottawa Report:** Dean Dale Ernst reported it had been a fast summer at the Ottawa campus and thanked the Board for inviting him to provide highlights of campus activities since the May report.

Mr. Ernst told the Board that enrollment is showing an increase of 13.09% from last year at this time at the Ottawa campus. Periodically over the summer he and the staff reviewed the building schedule, moved classes around to accommodate space changes and checked in with the bookstore to ensure they were aware of class changes and additions.

Mr. Ernst also spent time this summer reviewing class enrollment, hiring adjunct faculty members as needed, and staying ahead of any resignations among part time faculty. Depending on one's view, the economy might have made it easier to recruit faculty as people seemed to be looking for part time opportunities. Two recent adjunct instructors Elizabeth Oliver and Hang Le. Ms. Oliver graduated from Neosho County Community College (December 2003) and attended Washburn University where

she received a bachelor's degree in Public Administration (May 2006) and a Jurist Doctorate (May 2009). Currently she is enrolled at Emporia State University in the Library Science masters program with an emphasis in Law Librarianship. In addition, Linda Barrington (1994) another graduate of the college is teaching at the Ottawa campus.

Hang Le is a graduate of the University of Kansas in American Studies (May 2004). She came to this country as a Fulbright Scholar. Upon returning to Vietnam she taught at Ho Chi Minh City University of Foreign Languages and Information Technology eventually taking on the deanship of the International Relations Department. Ms. Le returned to this country this spring and is here permanently.

Mr. Ernst's written report included the following information for the Board's review.

Mark Eldridge reported that the O/FCED (Ottawa Franklin County Economic Development) concluded calling on various businesses owners as a part of the ARG committee (Action Results Group) with other O/FCED board members. This effort helped to determine how they believed their O/FCED membership was supporting their business and to see how businesses and organizations were handling the current economical climate at this time. Most businesses were doing fairly well, but obviously making adjustments to the current economic conditions. It was beneficial to call on certain businesses to know how they were adjusting, that they would still be around, and to hear about the specific changes occurring in their respective industry. Many of the local banks, in particular, were noted to be going through a significant realignment, including changes in ownership.

Mr. Eldridge also reported that planning has started for another year in developing new leaders in the Ottawa/Franklin County area by accepting 22 new program participants. This program will continue to be a jointly sponsored program by NCCC and the Ottawa Area Chamber of Commerce, where students will learn leadership skills from many aspects of the program. The learning experience includes students taking a newly designed online 3 credit hour course from Neosho with me as their instructor, and 7 monthly scheduled sessions taking place in different locations in Ottawa, Franklin County, and Topeka, as planned and organized by the LFC Trustees.

Mr. Eldridge continues to serve as board member and Secretary for the Ottawa Police Foundation, a newly formed organization (since October 31<sup>st</sup>, 2008). His involvement is now focused on 2 particular initiatives - the continuing education of law enforcement personnel, including the plans for a new cadet program, and assisting the Ottawa Police Department to becoming a nationally accredited organization.

Mr. Eldridge also thanked the Board for the opportunity to serve as Executive Director of Community Relations the past two years.

Brian Patrick, Assistant Dean for the Ottawa campus submitted the following information for the Board's review. His main focus this summer has been advising students and building maintenance. He also represented NCCC in the Ottawa Lock Up for the Muscular Dystrophy Association and gave a presentation about NCCC and the Ottawa campus at the Ottawa Lions Club. Mr. Patrick has been asked to join the Advisory Council for Future Visions, the local organization that helps students complete their high school diplomas.

Leslie Made, Assistant Director of Admissions at Ottawa reported she had helped with enrollment days on the Chanute campus during the summer months. Her department has received between 20 and 40 admissions applications a week during the summer. She has also started a home school visitation day and this year several students attended.

Friday, August 21 is the Fall Kick-off party at Ottawa for students and their families. The evening event will consist of games, watermelon and campus tours.

**Treasurer's Report:** Sandi Solander, business manager, distributed financial reports for the Board's review. She told the Board that last year the college had 6.6 million in cash and it was about

\$285,000 less this year.

**President's Report:** President Vicky Smith told the Board that Dakota Hauserman, a student at NCCC, recently received the Congressional Award Gold Medal from Congress in Washington, D.C. Dakota Hauserman dedicated hundreds of hours to Voluntary Public Service, Personal Development, Physical Fitness and Expedition/Exploration to earn the Congressional Award.

The Congressional Award program emphasizes the need for America's youth to grow into well-rounded, active adults. The Gold Medalists also dedicated hours each to Personal Development and Physical Fitness, focusing their energies on improving skills they already had or expanding their knowledge. Completing the requirements for the Gold Medal, all medalists completed an Expedition/Exploration, traveling around the world or learning from different cultures within their communities. The Congressional Gold Medal is the highest award bestowed by the United States Congress to civilian Youth.

Fall enrollment is still running ahead of last fall's enrollment on this same date. Enrollment is down at the Chanute Campus, but up at the Ottawa campus by 21% and On-line campus by 4.23%. Both the in-district and out-district numbers are significantly up.

On July 21<sup>st</sup>, a group from NCCC met with Hutchinson Community College and Labette Community College to discuss the possibility of partnering on the Physical Therapy Assistant program, since all three of institutions are planning to develop the degree. The group learned a lot from the discussion with Hutch's PTA program director. They found that there could be one degree-granting program with extensions at other colleges, or a consortium of programs, as well as a standalone program. They also learned how difficult it was to find faculty for the program.

On return to campus and after a phone conference call with NCCC's Title III project director in Washington DC, Dr. Smith said they are thinking about changing the programmatic emphasis from Physical Therapy Assistant to another health care program. The staff in DC would require a rewrite the objectives, budget and timelines if the health care program to be developed were changed.

#### Energy Performance Contract

At the July Board meeting the Board approved the President implementing an energy performance contract to solve the domestic hot water boiler issue. In addition, the rooftop unit on Rowland had major issues, so the same energy service company provide solutions for solving that problem as part of the EPC. The ESO's engineers are still investigating the reasons behind the Rowland rooftop unit's problems and hope to have solutions by next week. As soon as possible after that information is received, work should be move forward on installing the tankless water heaters and the solution for the Rowland rooftop unit.

The OCPI met this Tuesday. At the meeting, the YMCA provided a letter of intent and all of their conditions concerning the Ottawa Community Center project. The President asked the Board for a direction concerning continuing with the project. Dr. Smith developed a draft letter for the Board's review. Following discussion the Board approved the following resolution.

#### Resolution 2009-67

RESOLVED, that the Board of Trustees of Neosho County Community College authorized the President to submit a letter of intent, with any revisions by the College attorney, to the OCPI as drafted requesting 30% of any fundraised money over eight million dollars and other stipulations from the December 2008 letter of intent.

#### **Agenda Item VIII-A: Approval of the FY 2009-10 Budget**

It was the President's recommendation that the Board approve the proposed budget for 2009-10.

#### **Resolution 2009-54**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the FY2009-10 budget as published. Further, on or before August 25, a copy of the adopted budget along with proof of publication shall be filed with the Neosho County Clerk and the Kansas Board of Regents.

**Upon a motion and a second the above resolution was approved. Motion passed with Ms. Griffith abstaining since she had only been on the board since July.**

#### **Amended Agenda Item VIII-B: Tobacco Policy-second reading (Smoke Free Zone)**

NCCC's current tobacco policy limits smoking to areas outside of buildings. The policy has no restrictions on smokeless tobacco, which can be used within buildings. Members of Student Senate leadership have approached the Executive Committee over the years about the possibility of NCCC becoming completely tobacco-free. More recently, the Idea Committee forwarded suggestions from employees about limiting smoking areas on campus or becoming completely tobacco-free.

At the end of the spring 2009 semester, members of the Executive Committee conducted separate electronic survey of students and employees about their feelings toward tobacco usage and to measure their level of support for possible new limits or a complete ban of tobacco usage on campus. 152 students and 160 employees returned the survey.

The results of the survey show that there is support among the employees for a complete ban of tobacco usage on campus as well as support for designated smoking areas. The student poll echoes support for designated smoking areas but also shows an oblivious split among the students that returned the survey about a complete tobacco ban.

The Executive Committee examined these results and decided to propose to the Board the following policy. It forbids ALL tobacco use within the buildings and college vehicles, including smokeless tobacco, and limits where students, employees and visitors may use tobacco outside the buildings on NCCC college property.

If adopted, there will be additions to the employee manual and the student manual to reflect this Board of Trustee (BOT) Manual change. If passed, the administration will examine the possibility of "smokers' huts" in several places on the Chanute campus and at the Ottawa campus. If approved, the proposed policy will not begin until January 1, 2010. The current policy and the proposed policy are on the following page.

#### **Resolution 2009-55**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the Tobacco Policy with an effective date of January 1, 2010.

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

#### **Current Policy**

##### **Smoking Policy**

Smoking is prohibited in any college building or vehicle, owned, leased or rented by the college.

#### **Proposed Policy**

##### **Tobacco Policy**

Tobacco use 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 feet from any college building with the exception of designated smoking areas identified by appropriate

signage. Additionally, 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 Library, the Student Union/Gym, Stoltz Hall, and Sanders Hall. The President is charged with developing any additional policies or procedures to carry out this policy. This policy will take effect January 1, 2010.

### **Agenda Item IX-A:-TRIO Grant Employee Salary Increases**

Based upon the recommendation of the individual grant directors and Dean Brenda Krumm who oversees the TRIO programs, the President asked the Board to approve a 1.5% salary increase for administrative and hourly employees who work in the TRIO programs.

	<u>2008-09</u>	<u>2009-10</u>
Student Support Services (STARS)		
Bart Cheney, Project Director	\$40,903	\$41,517
Ramona Munsell, ½ Grant Writer (TRIO)	\$22,524	\$22,862
Carol Shepard, Math Specialist	\$30,000	\$30,450
Marcie Burk	\$10.00 hr	\$10.15 hr
Talent Search		
Marie Moore, Project Director	\$46,254	\$46,948
Wade Collins, Academic Advisor (11 mon)	\$36,420	\$36,966
Michael Rose, Academic Advisor (11 mon)	\$37,705	\$38,271
Nicci Wiltse, Administrative Assistant	\$10.33 hr	\$10.48 hr
Upward Bound		
Maranda Collins, Project Director	\$44,445	\$45,112
Laurie Kerns, Academic Coordinator	\$31,408	\$31,879
Christina Stich, Administrative Assistant	\$ 9.50 hr	\$9.64 hr
GEAR UP		
Karen Bertels, Project Director	\$35,521	\$36,054

### **Resolution 2009-56**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the 1.5% salary increases for 2009-10 for TRIO employees listed above.

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

### **Agenda Item IX-B: College Health/Dental Insurance Plan**

This year the College retained the services of IMA of Wichita to solicit quotes for the College's health and dental insurance plans. The insurance committee met with IMA representatives and reviewed the renewal rates on the current health insurance plan and discussed several alternate plans from Preferred Health Systems.

The insurance committee recommended that the College continue health insurance coverage with Preferred Health Systems with several changes to the benefits for the 2009-2010 plan and to pay the single premium of \$379.78 for each employee. This is an increase of \$35.48, or an 11% increase per month per employee over the 2008-2009 single premium. The changes are hi-lighted in red on the attached comparison sheet.

In addition, the committee recommended that the Board continue, for one year, the payment of additional dollars. This year that amount will increase from \$80 to \$100 per month for each employee who is taking more than the single coverage. This additional \$100 per month for employees taking more than single coverage will continue to keep the cost of the employee's out-of-pocket employee/child plan premium around \$100 per month as was intended by the College when this

benefit was implemented three years ago. The actual amount the employee will pay this year for the employee/child plan on Option 3 will be \$105.14 per month compared to the \$92.50 per month last year, an increase of \$12.64 per month. Employees taking other options than the single employee plan will also receive the \$100.

After reviewing the dental insurance renewal rates and alternate plans, the insurance committee recommended that the College continue with Blue Cross-Blue Shield and to pay the single coverage premium of \$27.58 for each employee per month. This is an increase of \$3.10, or a 12.8% increase per month per employee. There are no changes to the benefit coverage.

The Executive Committee reviewed the recommendation. The President supported the recommendations of the Insurance Committee and Executive Committee.

#### **Resolution 2009-57**

RESOLVED, that the Board of Trustees of Neosho County Community College approves Preferred Health Systems Incorporated as the health insurance provider for College employees. The premium cost of the single coverage is \$379.78. The Board will contribute that same amount to the employee, if the employee chooses a higher deductible plan. The Board also approves paying \$27.58 for single coverage of the employee in the Blue Cross-Blue Shield Dental Plan. In addition, the Board approves, for the coming year only, contributing \$100.00 per month to employees selecting more than single health insurance coverage.

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

#### **Agenda Item IX-C: New Positions-Assistant Dean of Outreach & Workforce Development/ Title III Activity Director and Administrative Assistant to the Title III Grant Project Manager**

As reported at the July Board meeting, the College will be receiving a Title III grant from Oct. 1, 2009 to Sept. 30, 2014. The total amount of the grant is just under \$400,000 per year or \$2 million for the total award. The purpose of the grant is to create a Physical Therapy Assistant program at the Ottawa campus and Surgical Technology program at both Ottawa and Chanute.

The grant calls for a number of new positions to be added to the college over the next five years. These positions, some of which are half-time positions, have variable levels of support from the grant. Some are supported at 100% through the entire 5 years. Others begin with 100% support but then are phased out of the grant as the years go on. Below is a chart from the grant that shows the positions and the level of support the Title III grant will provide.

	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Project Manager (50%)	27,000	27,810	28,644	29,504	30,389
Activity Dir. (50%)	25,000	25,750	19,892	13,659	7,034
ST Program Developer		45,000	34,763	23,870	12,293
ST Spec. (main campus)			45,000	34,763	17,903
PTA Program Dev.		50,000	38,625	26,523	13,659
PTA Spec. (50%)			24,000	12,731	6,556
Admin. Assistant (50%)	15,000	15,450	15,914	16,391	16,883
<b>TOTAL SALARIES</b>	<b>67,000</b>	<b>164,010</b>	<b>206,838</b>	<b>157,441</b>	<b>104,717</b>

Three positions will need to be created in the 2009-2010 grant year. Brenda Krumm will be taking on the roll of Project Manager for the grant.

As to the activity director listed above, the administration has been speaking to the Board for months about the possibility of creating an assistant dean of outreach and workforce development if the College was awarded a Title III grant. Half of the duties of the assistant dean will be to take duties that Brenda will off-load in order to be the project manager for Title III. The other half of this assistant dean position will be the Title III Activity Director to oversee much of the day-to-day operations of the Title III grant. The Title III grant will pay for half of the position, while the other half will come from the general fund. The position was included in the proposed 2009-2010 budget presented at the Budget Workshop meeting. The proposed job description follows.

The administrative assistant (AA) position is also supported half from Title III funds and half from the general fund and was part of the 2009-2010 proposed budget. Besides the obvious duties of assisting Title III employees with reporting and documentation that is required, the AA will provide coverage for the campus switchboard, main office reception and copy center. Additionally, this position will assist the Dean and Assistant Dean of Outreach in their ever-growing areas. The proposed AA job description follows.

It was the President's recommendation that the Board approve the positions and job descriptions for the Assistant Dean of Outreach and Workforce Development/Activity Director for Title III Grant and the Administrative Assistant to the Title III Grant Project Manager.

#### **Resolution 2009-58**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the positions and job descriptions for the Assistant Dean of Outreach and Workforce Development/Activity Director for Title III grant and the Administrative Assistant to the Title III Grant Project Manager.

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

#### **Assistant Dean of Outreach and Workforce Development/ Activity Director for the Title III Grant**

Reports to: Dean of Outreach and Workforce Development  
Classification: Administrative  
Full-time, 12-month Employee  
Starting Salary Range: \$45,000-\$50,000  
Position Approved: 9 13 09

This position reports to the Dean of Outreach and Workforce Development and has responsibility for assisting with the administration and supervision of in-district outreach and workforce development activities of the college. One half of the responsibilities of this position is to lead the successful completion of a Title III grant. Duties include, but are not limited to:

#### **Assistant Dean**

1. Work directly with the Dean in scheduling outreach and workforce development credit courses. The credit course offering of the college must be coordinated entirely for day, evening, and off-campus classes;
2. Arrange for adjunct faculty, recommend salaries, class minimums, and class fees to the Dean;
3. Assist with the direction and operation of the outreach and workforce development program as well as all special non-credit courses;
4. Prepare all necessary course applications, reports, and claims for reimbursement and submit to the Dean and Chief Academic Officer for approval;
5. Organize and direct in-district off-campus and out-district credit course offerings;



6. Assist Dean with organization and direction of credit and non-credit classes, seminars, and workshops for the service-area business community;
7. Assist business and industry in preparing grant applications provided through the Kansas State Department of Commerce and Housing;
8. Assist Dean with faculty and course evaluations for outreach and workforce development;
9. Assist Dean with instituting and expanding programs of community service in the service area;
10. Assist in the preparation of promotional brochures and advertising to be used in developing effective promotion of the outreach and workforce development program;
11. Assist in the development and implementation of a program of recruitment for outreach and workforce development;
12. Be part of the team that Coordinates junior, senior and graduate level educational offerings of colleges and/or universities offering classes on campus;
13. Assist Dean in preparing and administering the outreach and workforce development budget;
14. Assist 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;
15. Participate in civic, recreational, and social activities of the community;
16. Perform other duties as assigned by the Dean of Outreach and Workforce Development.

#### **Activity Director for Title III Grant**

- 1. Assume Responsibility for day-to-day implementation of the Title III activities
  2. Supervise and evaluate all activity staff
  3. Oversee curriculum approval process for new Title III programs
  4. Assist Title III Project Manager with formative and summative project evaluations
  5. Assist with institutionalization of new Title III programs

#### **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. Bachelors Degree in health care or related field
2. Masters 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.

**Administrative Assistant  
To Title III Grant Project Manager**

Reports to: Title III Grant Project Manager/  
Dean of Outreach and Workforce Development  
Classification: Clerical, non-exempt, Level III, Full Time  
Starting Salary Range: \$9.70-\$10.70  
Position Approved: 9 13 09

Duties include, but are not limited to:

**Essential Functions for Title III (.5 FTE – 20 hours per week)**

- 1. Create and maintain databases and tracking documents for Title III participants, including entry, progress, graduation and job placement.
- 2. Work with institutional research department to secure data needed for various departmental and Title III reports;
- 3. Assist in creation of Title III progress reports.
- 4. Assist in monitoring Title III budgets and event budget analysis, process requisitions, travel requests, and expense reports as requested;
- 5. Hire and supervise students for work study positions in Title III;
- 6. Standard office duties: type correspondence, organize class materials, maintain a filing and record keeping system, copy materials, route mail and answer telephone as necessary;
- 7. Maintain an inventory of office and event supplies and order as necessary;

**Essential Functions for Dean of Outreach and Workforce Development (.5 FTE – 20 hours per week)**

- 1. Provide coverage of campus switchboard, main office reception and copy center operations as needed.
- 2. Assist dean and assistant dean of outreach and workforce development with all functions of the department as directed.
- 3. Perform other duties as assigned by the dean of outreach and workforce development.

**Minimum job requirements**

- High school diploma or GED and 5 years work experience required
- Or
- Associate degree and 2-4 years work experience required.

**Required Skills, Knowledge and Abilities**

- Excellent interpersonal skills.
- Ability to work effectively with diverse populations.
- Excellent organizational and computer skills.
- Willingness and ability to work as a member of a team.

**Agenda Item IX-D: Revised Position-Coordinator of Advising & Articulation**

Recently the Director of Advising and Counseling resigned for a position at the University of Kansas. Whenever an opening occurs at the College it is routine to examine that position to see what, if any, changes need to be made in the position to better serve the mission of NCCC.

After examining the position, the administration proposed changing the position from Director of Advising and Counseling to Coordinator of Advising and Articulation. The examination of the position revealed that the Director was spending less than 10% of her time counseling students. With two other employees on campus with master's degrees in counseling, it was decided that the students would be served just as well by asking these employees to assist in the very occasional counseling sessions needed.

The position description that follows removes counseling from the Director's position, lowers the position to coordinator and, subsequently lowers the job requirements and expected starting salary from the Director's position.

**Resolution 2009-59**

RESOLVED, that the Board of Trustees of Neosho County Community College approves revising the job description for the Director of Advising and Counseling to Coordinator of Advising and Articulation.

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

**Coordinator of Advising and Articulation**

Reports to: Dean of Student Development  
Classification: Management Support  
Full-time, 12-month Employee  
Starting Salary Range: \$28,000-\$32,000  
Revision Date 9 13 09

**Purpose of Position:** This position is a member of the Student Development team who reports to the Dean of Student Development. This position is responsible for the coordination of advising, and articulation, and assists with retention functions for the college. This position will work directly with other student development areas to implement a comprehensive student development program for the college.

**Essential Functions:****Primary duties:**

1. Develop, implement, maintain and coordinate a college-wide advising program with the Assistant Dean of the Ottawa campus and the developmental education department.
2. Advise new and current undecided students; serve as the primary advisor for new students during their initial orientation advisement period and assist them with registration.
3. Assign advisors to students; review and consult on advising assignments; serve as a resource for faculty and staff advisors.
4. Collaborate with admissions and registration offices to plan, implement, and provide training for academic advisement and registration sessions for new students.
5. Provide resources and on-going advisor training to faculty and staff; promote counseling, advising, and student support services to students, faculty, and others.
6. Develop and maintain career exploration programs and provide resources to faculty, staff and students through both print and electronic formats (ie: web pages, degree check sheets, program guides, advising newsletter).

**Articulation:**

1. Serve as the college liaison to area universities; schedule university visits to campus and inform advisors and students of changes in transfer requirements; initiate and refine articulation agreements with colleges and universities; maintain a current library of transfer information and assist students with the transfer process.

**Registration Support:**

1. Assist the Dean of Student Development and Registrar in performing preliminary degree checks for all sophomores; assist with the coordination of graduation activities.
2. Assist with transcript evaluation; serve as a resource to faculty and staff on evaluation of transfer work;

**Retention:**

1. Assist with effort to increase the number of students who achieve their personal goal in a stated amount of time;
2. Assist with Welcome Week and other student retention activities on campus;
3. Manage, evaluate and improve the Early Academic Warning System.
4. Assist with curriculum development for First Year Seminar, Goal Setting, Study Skills, and other student support courses;
5. Perform other miscellaneous duties as assigned by the Dean of Student Services.

**Required Knowledge, Skills and Abilities**

10. Demonstrated ability to learn and disseminate detailed information using a high level of interpersonal skills.
11. Sensitivity to, and awareness of, confidential materials.
12. Ability to work effectively with diverse populations.
13. High level of organizational and coordinating skills.
14. Ability to establish rapport with students and staff.
15. Ability to exercise sound judgment.
16. Willingness and ability to work as a member of a team.
17. Must possess a service mentality toward students, parents, faculty and other staff members.

**Education and Experience:**

- Bachelors Degree in psychology, student personnel services, education, or related area required.
- 1-3 years of experience in student services preferred

**Working Conditions:**

5. Work is normally performed in a typical interior/office work environment.
6. Occasional evening hours required.
7. No or very limited physical effort required.
8. No or very limited exposure to physical risk.

**Agenda Item IX-E: Revised Position-Admission Specialist**

For years the college has hired part-time assistants in the admission office to recruit and admit new students. These part-time positions were often combined with other functions at the college, such as assistant coach, often resulting in conflicts between duties. Recruitment of new students is vital to the continuing mission of the college. So much so that the administration is recommended that the part-time position be filled by someone who works solely for this department and that the hours be expanded from 20 hours per week to 30 hours per week.

The 30 hour part time Admissions Specialist is a position created to be the front line of admissions. The focus will be to attend high school visits and CPC's (college planning conferences) along with scheduling campus visits for prospective students. The specialist will assist the Director of Admissions in planning and executing Panther Preview Days and Panther Enrollment Days. The position is a Level III part time position. The funding for this position was part of the 2009-2010 budget approved by the Board at the budget workshop.

**Resolution 2009-60**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the revised position description for Admissions Specialist (part time) as an hourly, Level III position for 30 hours per week.

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

**Admissions Specialist-Part-time**

Reports to: Director of Admissions  
Classification: Level III, Clerical, non-exempt  
Part-time (30 hours a week)  
Starting Salary Range: \$9.70-\$10.70  
Revision Date 9 13 09

Purpose of the Position: This position is a member of the Student Development team and reports directly to the Director of Admissions. This position is responsible for assisting with all admissions and recruiting efforts for the college.

Essential Functions:

Participates in the development of student recruitment and retention plans, strategies, and written materials; assists in the development and revisions to student publications and promotional materials.

Establishes and maintains strong relationships with high schools.

Schedules and conducts high school visits and represents NCCC at college planning conferences (CPC's) and other recruitment functions.

Helps with planning on campus recruiting programs for prospective students, assists with planning enrollment days for new students.

Admits students to the college.

Enters data on prospective students into the college's student information system.

Performs other miscellaneous duties as assigned by the Director of Admissions.

Serves as the first person of contact for prospective students (campus visits).

Required Knowledge, Skills and Abilities:

Excellent interpersonal skills

Ability to work effectively with diverse populations.

Computer literacy

Ability to develop and deliver presentations

Ability to communicate effectively, both orally and in writing

Ability to appropriately exercise independent initiative and judgment

Willingness and ability to work as a member of a team

Consistently maintains a professional appearance

Education and Experience:

Associates degree in related field preferred; AND 2 years of work experience required, preferably in area of responsibilities of position;

OR

High School diploma or GED required plus 5 years of work experience in area of responsibilities required.

Working Conditions:

Work is normally performed in a typical interior/office work environment

Some travel, overnight trips, and evening hours are required.

Limited physical effort required.

**Agenda Item IX-F: Bids to Lease 12 Passenger Vans**

The number of high capacity passenger vans owned by the College does not meet the existing requirements for travel, particularly for the athletic teams. Last year, the college leased six 12-passenger vans from One Fleet Source for \$850.00 per month. Based upon usage and availability, an additional van was requested for the 2009-2010 academic year.

Bid specifications were developed for leasing seven 12-passenger vans and mailed to:

- Merle Kelly Ford-Chanute
  
- Ranz Motor Co. Inc.-Chanute
  
- Shields Motor Co. Inc.-Chanute
  
- Enterprise Leasing Company-Southwest-Independence
  
- One Fleet Source LLC. (now Merchants Short Term Solutions)-Overland Park

Merchants Short Term Solutions submitted the only bid to the College for \$810 per month, per van. As noted above, last year's charge per van was \$850 per month. Per the bid, the rental vans must be delivered to the Neosho County Community College campus in Chanute, Kansas by August 17<sup>th</sup>, 2009. Five of the vans will be picked up no later than May 17, 2010 and two no later than June 17, 2010. If the College determines that they no longer have the need any of the van(s), they may return them prior to June 17, 2010.

It was the President's recommendation that the Board accepts the bid of \$810 per month, per van from Merchants Short Term Solutions, Overland Park to lease seven (7) 12-passenger vans.

**Resolution 2009-61**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the bid of \$810 per month, per van from Merchants Short Term Solutions to lease seven (7) 12-passenger vans.

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

**Agenda Item IX-G: Southeast KansasWorks Workforce Investment Board Contract**

KansasWorks, which is under the supervision of the Local Area V Workforce Investment Board (LAVWIB), has been leasing office space from the college for the past two years in NeoKan Hall. KansasWorks wishes to expand the amount of space leased and increase the number of staff located in their Chanute offices. This additional space need was noted in the Facility Master Plan and was allotted in the NCCC Student Union, pending several other office moves. Those office moves have now been completed, clearing the path for KansasWorks to lease three offices and the associated foyer in the NCCC Student Union. The office and foyer space measures approximately 523.5 square feet and was previously used as office space for residential life, the student health clinic and storage. The staff, clinic and storage functions have been relocated to other areas per our Facility Master Plan. The new office space provides much more visible and useable space to KansasWorks staff, much better parking facilities for patrons, direct access to the Welcome Center staff and switchboard, is directly adjacent to the new KansasWorks Teleconferencing room, and virtually eliminates all accessibility issues noted with the previous NeoKan Hall KansasWorks location.

As background, KansasWorks provides Workforce Investment Act (WIA) training funds to qualified individuals (older youth and adult). The services are open to all individuals in the area who may benefit from the services offered by the LWIB Area V Board. This location of the leased office still provides easy access to NCCC students involved in the TRIO/GEAR UP grants and their parents. In



addition, continuing our relationship with KansasWorks benefits our students (particularly nursing) who regularly utilize WIA funding to attend NCCC.

The charge to the LIWB for renting the space will be \$1365.03/quarter and includes janitorial service, heat/air, restroom access, internet, telephone, and access to a copy machine. KansasWorks will be responsible for long-distance telephone calls and costs associated with copying and fax services.

A copy of the lease is attached. Mr. Pringle, the College attorney has reviewed the lease and has noted a concern which will be addressed via signed correspondence directly with the executive director of the LAVWIB.

It was the President's recommendation that the College enter into a lease with the Local Area V Workforce Investment Board for office space in the NCCC Student Union.

#### **Resolution 2009-62**

RESOLVED, That the Board of Trustees of Neosho County Community College approves leasing office space in the NCCC Student Union to the Local Workforce Investment Board Area V as specified in the lease document.

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



### **REAL ESTATE LEASE AGREEMENT**

#### **FILL IN ALL BLANKS ACCORDINGLY CONTRACT PARTIES**

#### **LESSOR (First Party or 1<sup>st</sup> Party)**

Contact Person Ben Smith

**LESSOR NAME:** Neosho County Community College

Address: 800 W. 14th

City: Chanute

Zip Code: 66720

State: KS

FAX: (620) 431-0082

Telephone: (620) 431-2820 ext. 221

Type of Firm: ( ) Individual; ( ) Partnership; ( ) Corporation; (X) Government - State

Firm's Taxpayer Identification No. 48-0698341

#### **LESSEE (Second Party or 2<sup>nd</sup> Party)**

Contact Person: Renea Cavaness

**LESSEE NAME:** Southeast KANSASWORKS Workforce Investment Board (WIB)

Address: 200 ARCO Place, Box 120

City: Independence

Zip Code: 67301

State: KS

Telephone: 620-249-8735

FAX: 620-332-1679

Property Description: \*523.5 square feet of office space \*Additional classroom and conference room space is accessible to Southeast **KANSASWORKS**, Inc.

Street Address: 800 W. 14th  
 City: Chanute  
 County: Neosho State: KS Zip Code: 66720

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property.

## REAL ESTATE LEASE AGREEMENT

### TERM

To have and hold the same for the term of:

- a. Lease term begin date: July 1, 2009
- b. Lease term end date: June 30, 2011
- c. Length: 2 year, 0 months

### 1. RENTAL PAYMENTS

Second Party agrees to pay equal (check one) ( ) monthly, (X) quarterly, ( ) semi-annual, or ( ) annual installments of \$1365.03, commencing on the 1st day of July, 2009.

Rental payment shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final rental payment shall include any partial month's payment that may be due.

The space herein above described contains 523.5 square feet of space for office use at the rate of \$10.43 per square foot per annum. It is also understood that additional classroom and conference room space will be available upon request by the Second Party.

### 2. USE OF PREMISES

Second Party shall have the full and unrestricted use of the premises for the term of this lease or any renewals thereof, for the following purposes: Any lawful purpose as determined by the Southeast KANSASWORKS, Inc., Local Area V Workforce Investment Board.

The approximate Full-Time Equivalent (FTE) employees working on these premises is 3.

### 3. UTILITIES

Public utilities will be furnished and paid for by First (1<sup>st</sup>) Party, Second (2<sup>nd</sup>) Party, Third (3<sup>rd</sup>) Party, Occupant or Other as follows:

- |                 |                       |               |                               |               |                                       |
|-----------------|-----------------------|---------------|-------------------------------|---------------|---------------------------------------|
| (a) water       | <u>1<sup>st</sup></u> | (b) gas       | <u>1<sup>st</sup></u>         | (g) telephone | <u>2<sup>nd</sup></u> (long distance) |
| (c) electricity | <u>1<sup>st</sup></u> | (d) heat      | <u>1<sup>st</sup></u>         | (h) internet  | <u>1<sup>st</sup></u>                 |
| (e) A/C         | <u>1<sup>st</sup></u> | (f) telephone | <u>1<sup>st</sup></u> (local) |               |                                       |

**4. ADDITIONAL SERVICES.** Additional Services shall be furnished and paid for by First (1<sup>st</sup>) Party, Second (2<sup>nd</sup>) Party, Third (3<sup>rd</sup>) Party, Occupant or Other as follows:

- |   |                       |
|---|-----------------------|
| (a) Grounds maintenance & landscaping, lawn care including mowing, cleaning of parking areas, entrances & sidewalks | <u>1<sup>st</sup></u> |
| (b) Snow renewal  | <u>1<sup>st</sup></u> |
| (c) Pest control  | <u>1<sup>st</sup></u> |
| (d) Custodial service of leased area  | <u>1<sup>st</sup></u> |
| (e) Custodial service of common area  | <u>1<sup>st</sup></u> |

(f) Other (includes but is not limited to attaching **KANSASWORKS** Center signage to building when provided) <sup>1<sup>st</sup></sup>

Refer to Provision 6 for additional explanation concerning the frequency and level of maintenance and repair required.

## 5. SUBLETTING

Second Party shall have the right to sublet any or all of the space herein leased to any contractor and/or public actor for the same or comparable use. Second Party may not assign or sublet said premises to any private person without the written consent of First Party. If Second Party sublets to another contractor and/or public actor, Second Party's obligation to pay the rental herein shall cease, provided, however, any such subtenant shall be bound by all conditions of this lease for the balance of the term.

## 6. REPAIR AND MAINTENANCE OF PREMISES

The First Party will maintain in good repair the walls, windows, ceilings, floor coverings, shell, structure, elevators, safety equipment (including fire alarms), restrooms, stairs, roof, basement, grounds, sidewalks, off-street parking areas, and all other areas or structures of the leased facility. This duty includes making any and all repairs requested by Second Party. The First Party shall be responsible for all maintenance and repair costs, including but not limited to the actual costs of repair or maintenance, materials and any compensation required by law for any injuries sustained to any person involved in the repair or maintenance process. All structures and areas shall be maintained at a condition not less than their condition at initial lease signing, unless the Second Party's needs reasonably necessitate improvement of a certain facility or facilities. In such a case, First Party will make all necessary modifications and repairs to the grounds or structure at its own cost, and after completion of the improvements maintain the improved property at the level required by the Second Party's activities.

The First Party is responsible for meeting all applicable federal, state and local building codes, statutes, ordinances, standards and regulations. The First Party will provide Second Party with a list of persons or firms to contact in case of an emergency due to failure of any facility component. In case of emergency, the First Party authorizes the Second Party to enter into maintenance, repair, or replacement agreements that are binding on the First Party. The First Party promises to indemnify the Second Party for any fiscal or legal liability it sustains on account of entering into an emergency maintenance/repair/replace agreement.

In order to assure prompt response to maintenance and repair notifications, First Party authorizes Second Party to personally contract with a Third Party for maintenance or repair that is not executed within three business days of Second Party notifying First Party of the need for such maintenance or repair. First Party will indemnify and hold harmless Second Party for any costs associated with such maintenance or repair, including but not limited to the actual costs of the repair or maintenance, labor, materials and any compensation required by law for any injuries sustained by any person involved in the repair or maintenance process. The First Party further agrees to authorize the Second Party to pay invoices for any maintenance repairs that remain unpaid 30 days after their submittal to the First Party. First Party agrees to indemnify Second Party for any such payments made and authorizes the Second Party to deduct the amount of said paid invoices from rental payments due and owing.

Any mechanics' lien levied against the property is the sole responsibility of First Party. Second Party shall not be held liable for any costs associated with any mechanics lien, although it may, at its sole discretion, opt to fully or partially satisfy and discharge such a lien. In such a case, First Party agrees to fully indemnify Second Party for any costs incurred by such a payment and authorizes the Second Party to deduct the amount of said payments from rental payments due and owing.

First Party will be responsible for repairs and/or replacements to heating, ventilation and air conditioning (HVAC), plumbing, electrical, mechanical and related fixtures and appliances, and for

all costs associated therewith. Repair will be necessary when the HVAC system fails to consistently perform to the standards specified herein. General office and common areas shall be heated in the winter to maintain the space environment at 68-74 degrees Fahrenheit (F) with a relative humidity of 20-30% and cooled in the summer at 68-78 degrees F with a relative humidity of 40-60%. The HVAC system must be capable of maintaining  $\pm$  2 degrees F of the thermostat setting, and the Second Party must be able to adjust the thermostat at will. As a guide, an adequately sized air distribution system shall provide 4-10 air changes per hour. HVAC equipment shall be properly sized and balanced to meet design conditions. Each zone provided shall be equipped with programmable thermostatic controls, capable of a 55 degree F night/weekend setback in the heating mode and an 85 degree F night/weekend set-up in the cooling mode. Controls shall prevent reheating, re-cooling, and simultaneous heating and cooling in the same zone (where multiple system controls exist).

Heating system efficiency will not be less than 80% steady at full load for natural gas boilers or furnaces. Air conditioning equipment will meet or exceed the performance ratings required under Federal and State guidelines. A seven-day programmable time device will control all air handling systems, where applicable control exists. At a minimum, ventilation rates should be capable of 15 cubic feet per minute per person during occupied hours and automatically reduced during off-work hours. Buildings are to be in full compliance with the ANSI-ASHRAE/ESNA Standard 90.1, latest edition, Energy Design of New/Existing Commercial Buildings.

Telecommunication, Computer, UPS and server room(s) require air conditioning systems designed to ensure proper environmental requirements are met. These rooms shall be maintained between 65 F degrees and 72 degrees F. The HVAC system must be capable of maintaining  $\pm$  degrees F of the thermostat setting. This condition must be maintained 24 hours a day, seven (7) days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system.

Interior repairs of damage caused by Second Party shall be paid for by Second Party. Second Party will submit written requests for decoration and other remodeling items to First Party for approval. Approved decoration or remodeling will be provided by First Party and upon receipt of invoice, Second Party will reimburse First Party within a reasonable time for said decoration or remodeling costs.

If the facility, fixtures, or Second Party contents are damaged due to the occurrence of events listed in Section 7, paragraph 1, First Party agrees to pay the costs to repair or replace the contents and fixtures and to restore the facility to a condition not less than the condition at the time of initial lease signing.

**7. UNTENANTABLE PREMISES** (If building space, otherwise not applicable)

If these premises shall be damaged by fire, casualty, natural disaster or other cause so as to be untenable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenable condition, provided, however, if the damage so caused shall render restoration by First Party impossible within sixty (60) days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and pay any unpaid balance of rental payments shall cease from the date of said damage. Any prepaid rent shall be returned to Second Party for the period the premises are untenable.

Should, at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered in the lease building in amounts determined by the appropriate State agency to be unacceptable, the Lessor will have sixty (60) days from date of written notice by the Lessee to satisfactorily dispose of the hazardous substances, chemicals or odors by a State pre-approved vendor or the Lessee may terminate the lease after sixty (60) days with no penalty to the Lessee.

In the alternative, if the Lessor fails to comply with the terms of this provision, the Lessee may contract for the abatement and disposal of the above hazardous substances, chemicals or odors and the Lessor consents to the reduction of lease payments to pay the costs of abatement and

disposal. Lessor also agrees to indemnify Lessee for any costs associated with said contracting for abatement and disposal. If conditions require the evacuation of the premises and relocation, Second Party may elect to void this lease and the obligation to occupy and pay any unpaid balance of rental payments shall cease from the date of discovery of the hazardous substances. The Lessor shall be responsible for relocation costs. Any prepaid rent shall be returned to Second Party for the period the premises are untenable and for the period after the lease is voided.

#### **8. TERMINATION FOR FISCAL NECESSITY OR CONVENIENCE**

Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, as a result of conditions including but not limited to the failure to receive funding specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. Such termination shall not cause any penalty to be charged to the State agency. Also, either party may terminate this lease for convenience without penalty upon 30 days' notice. Any prepaid rent shall be returned to Second Party for the period following the termination date.

#### **9. AUTOMATIC HOLD OVER**

This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to lease Special Provision 2. However, Second Party shall be allowed to hold over after the end of the term and Second Party shall be a tenant from month to month at the same terms and conditions as contained herein.

#### **10. REMOVAL OF PERSONAL PROPERTY**

All personal property placed, installed or constructed upon the premises by Second Party during occupancy, which may be removed at any time by Second Party without substantial damage to the real estate, shall be and remains the sole property of the Second Party and may be removed. If substantial damage would occur, Second Party may elect to remove the property and restore the premises.

#### **11. AGREEMENT WITH KANSAS LAW**

This Lease Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

#### **12. ANTI-DISCRIMINATION CLAUSE**

First Party 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. 44-116;
- (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 (c) above or if First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission such violation shall constitute a breach of the contract;
- (f) if Second Party determines that First Party has violated applicable provisions of the ADA, that violation shall constitute a breach of contract;
- (g) if (e) or (f) occurs, the contract may be canceled, terminated or suspended in whole or in part by the Southeast **KANSASWORKS**, Inc., Local Area V Workforce Investment Board. The obligation to occupy and to pay any unpaid balance of rental payments shall cease from the date of

cancellation, termination or suspension. Any prepaid rent shall be returned to Second Party from that date.

Parties to this contract understand that subsections (b) through (e) of this provision number 12 are not applicable to a First Party who employs fewer than four (4) employees or whose contract with Southeast **KANSASWORKS**, Inc., Local Area V Workforce Investment Board totals \$5,000 or less during this fiscal year.

### **13. BINDING EFFECT**

The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators, executors, assigns or legal successors.

### **14. RESPONSIBILITY FOR TAXES**

The Southeast **KANSASWORKS**, Inc., Local Area V Workforce Investment Board shall not be responsible for, nor indemnify, First Party for any federal, state or local taxes, fees or assessments which may be imposed or levied upon the subject matter of the lease.

### **15. LIABILITY FOR DAMAGES**

Notwithstanding any language to the contrary, the Southeast **KANSASWORKS**, Inc. Local Area V Workforce Investment Board shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as amended.

### **16. ACCESSIBILITY**

If Southeast **KANSASWORKS**, Inc. determines that improvements or changes are required for Second Party to comply with the minimum standards for accessible design, First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. (Refer to the Americans with Disability Act Accessibility Guidelines ADAAG; also reference K.S.A. 58-1301 *et seq.*) If the improvements or changes have not or cannot be completed, Commerce may require Second Party to terminate this lease upon the giving of 120 days notice in writing to First Party. The obligation to occupy and to pay any unpaid balance of rental payments shall cease from the date of termination. Any prepaid rent shall be returned to Second Party from the date of termination.

The following minimum standards for accessible space shall be required (ADA Checklist, Checklist for Existing Facilities): 1. Accessible parking, if parking is included in this contract. 2. An accessible route from an accessible entrance to primary function areas (includes elevator if required to access other levels). 3. Accessible toilets.

### **17. ANTI-WAIVER CLAUSE**

No actions on behalf of the Second Party prior to, at, or subsequent to the execution of this lease shall be construed as a waiver of any of said lease's provisions.

### **18. SPECIAL PROVISIONS**

The following Special Provisions indicated by an X and number as listed hereafter or those additional numbered Special Provisions contained on an attachment are made a part hereof and incorporated into this contract. (These numbers of the Special Provisions and any Additional Special Provisions applicable must be listed on the following line.)

The following Special Provisions apply: 2, 3, 7, 8, 9, & 10

If applicable mark an X in the parentheses/box below.

Spec. Prov. 1. ( ) Termination Prior to Expiration of Term: Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of \_\_\_\_ days notice in writing to First Party.

- Spec. Prov. 2. (X) Renewal: By giving of notice in writing to First Party at least 60 days prior to the end of the term specified, Second Party may renew this lease for an additional term of one-year under negotiated terms and conditions set out herein.
- Spec. Prov. 3. (X) Parking: First Party shall furnish to Second Party off-street parking for 20 motor vehicles upon land adjacent to the leased facility.
- Spec. Prov. 4. ( ) Storage: Second Party shall have the unrestricted right to store non-hazardous materials or equipment upon the premises and the right to remove said material at any time during the term of this lease or any renewal thereof.
- Spec. Prov. 5. ( ) Improvements: Second Party may install or construct upon the land, buildings and improvements of a temporary or permanent nature, and such buildings and improvements shall remain the sole property of Second Party and may be removed at any time.
- Spec. Prov. 6. ( ) A waiver to the Accessibility Standards as specified in paragraph 17 above is attached, incorporated in this contract and made a part hereof.
- Spec. Prov. 7. (X) Checklist: To verify this contract provides the minimum standards for accessible space, applicable sections of the Division of Facilities Management ADAAG Checklist for Compliance for Buildings and Facilities are attached (reference: paragraph 17).
- Spec. Prov. 8. (X) Floor Plans: Floor plans of the space occupied by the Lessee of this contract are attached.
- Spec. Prov. 9. (X) Lessee will operate a One-Stop at the leased facility in accordance with the Workforce Investment Act of 1998. Consistent with that Act, Lessee will be permitted to make space available and Sub-Let portions of the leased premises to entities that provide Workforce Investment Act programs and services. If space is Sub-Let according to this provision, Sub-Lessee will be bound to all provisions of the lease.
- Spec. Prov. 10 (X) Lessee will be provided a code to use the color copy machine located in the Student Union at a rate of .03 per black and white copy and .15 per color copy.

### 19. ADDITIONAL SPECIAL PROVISIONS

Additional Special Provisions, if any, should be set out on a separate sheet to begin with number 11. Special Provisions all must be listed in numerical order both below and on the line set forth above to be considered effective to bind the parties; the First Party and Second Party to this agreement must sign their names immediately following the last listed Additional Special Provision.

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### APPROVALS OF LESSOR & LESSEE

---

Lessor

Date

### CERTIFICATION STATEMENT:

I certify that the lease agreement is entered into within the authority of law, is with my approval, and that the person signing the same for the Southeast **KANSASWORKS**, Inc., Local Area V Workforce Investment Board immediately below is authorized to do so.





Renea Cavaness, Executive Director

LAVWIB

**Amended Agenda Item H: Bids for Gas for Welding Program**

The welding program that the College offers at Chanute High School requires Acetelyne, Argon, Argon/CO2 and Oxygen for the class. The total cost of the various gases used during the academic year will exceed \$10,000 so bids were developed and mailed to:

Airgas, Pittsburg, Kansas  
 Dennison, Inc., Chanute, Kansas  
 Linweld, Topeka, Kansas

The bid specification included applicable deliver, handling, and rental costs. Gases delivered to the training program must not exceed OSHA, KDOT, or DOT storage regulations.

The following bids were received:

<b>Welding Gas – Vendor Comparison</b>			
	<b>Denison</b>	<b>Airgas</b>	<b>Linweld</b>
Acetelyne	27.95	28.00	16.77
Argon	29.68	29.00	19.19
Argon/CO2	29.04	29.00	18.96
Oxygen	10.66	13.00	6.55
Other costs:			
Delivery	-0-	5.00	22.00
Hazmat	-0-	-0-	Range: \$4.95 – 10.95
Cylinder Rental	\$2.50/month	\$2.50/month	.07/day
Fuel Surcharge	\$3.50/invoice	-0-	-0-

Linweld is considerably cheaper on the cost of the gases but the delivery charge made them higher overall. Dennison and Airgas had similar bids. Both bids were within \$120 based on estimated deliveries. Airgas was the supplier last year and service was exceptional.

**Resolution 2009-63**

RESOLVED, that the Board of Trustees of Neosho County Community College accepts the bid from Dennison, Inc. of Chanute to supply welding gases for the welding program at Chanute High School for the 2009-10 academic year.

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

After the resolution was approved, there was discussion regarding the level of support that Airgas had provided for the welding program last year including serving on the Welding Advisory board.

**Upon a motion and a second the Board voted to rescind resolution 2009-63. Motion passed.**

**Resolution 2009-66**

RESOLVED, that the Board of Trustees of Neosho County Community College accepts the bid from Airgas to supply welding gases for the welding program at Chanute High School for the 2009-10 academic year based upon participation in the first year of the welding program and exceptional prior year's service.

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

**unanimously.**

### **Amended Agenda Item I: Academic Specialist-GEAR UP Grant-Fort Scott**

It was the President's recommendation that the Board approve the employment of Abby Campbell for the Academic Specialist position with the GEAR UP grant. The position is at Fort Scott. Ms. Campbell earned a Bachelor of Business Administration from Pittsburg State University. She worked part-time at SEK Interlocal #637 as an office assistant during college. She is a Big Brothers Big Sisters volunteer and a mentor volunteer for the Ellis Foundation.

Ms. Campbell will be paid \$22,000 annually on a 10-month, management support staff contract starting September 1, 2009.

### **Resolution 2009-64**

RESOLVED, that the Board of Trustees of Neosho County Community College approves the employment of Abby Campbell as the Academic Specialist for the GEAR UP grant starting September 1, 2009 at a 10-month management support staff salary of \$22,000 per year.

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

### **Amended Agenda Item J: Pittsburg State University Kansas Small Business Development Center Agreement**

In 2007, the colleges and universities in the Southeast Kansas System of Higher Education entered an agreement establishing two (2) KSBDC centers outreach centers in Southeast Kansas, one in Iola at Allen Community College and one in Independence at Independence Community College. The Iola office was to serve the counties of Allen, Anderson, Coffey, Neosho, Osage and Woodson. The Independence office was to serve the counties of Chautauqua, Elk Labette, Montgomery and Wilson. The Pittsburg office at PSU would serve the counties of Bourbon, Cherokee, Crawford, and Linn.

Each institution was to provide a cash match for the services provided by the KSBDC based on the population of the respective community college region, not on whether or not they hosted an office. NCCC's match was \$5,035.42 for those services.

Allen Community College (ACC) has chosen to no longer host one of the outreach centers and the PSU KSBDC office has requested that NCCC host the outreach center previously hosted by ACCC. Because the original contractual agreement listed ACC as a host for an Outreach office, an amendment to the original agreement has been drawn up to denote NCCC as the Outreach center host, rather than rewrite the original contractual agreement and have each institution (the five community colleges, PSU and Emporia State) re-sign. The original agreement and amendment are attached. Other terms of the original agreement, including the cash contribution of each of the participating community colleges, will not change.

The PSU KSBDC office will be housed in Rowland Hall, room 322. The office measures approximately one hundred square feet and was previously used as office space for one of the nursing faculty, who has been relocated.

As a part of the agreement, the college will provide:

1. Office space, approximately 100 to 144 square feet, to house one PSU KSBDC employee who will function as a Small Business Development Consultant
2. Administrative support, approximately 13 hours per week, for the Consultant. An existing position at the community college will be used to provide the administrative support.
3. Telephone service including Long Distance and Internet access. PSU KSBDC consultants will follow the telephone and internet guidelines of Neosho County Community College.
4. Postage and Computer support

A copy of the lease is attached. Mr. Pringle, the College attorney has reviewed the agreement and amendment. I therefore recommend that the College agree to host the proposed KSBDC outreach center and authorize the president to execute the necessary agreement.

**Resolution 2007-65**

RESOLVED, That the Board of Trustees of Neosho County Community College approves hosting the proposed KSBDC outreach center and authorize the president to execute the necessary agreement.

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

**AMENDMENT  
TO THE  
CONTRACTUAL AGREEMENT  
BETWEEN**

**PITTSBURG STATE UNIVERSITY AND EMPORIA STATE UNIVERSITY  
AND  
SOUTHEAST KANSAS SYSTEM OF HIGHER EDUCATION**

This AMENDMENT to the agreement by and between Pittsburg State University and Emporia State University, state educational institutions, on behalf of the Kansas Small Business Development Center, located at the Shirk Hall, 1501 S. Joplin, Pittsburg, KS 66762 - 7560, Kansas hereinafter referred to as PSU KSBDC and ESU KSBDC, and the Southeast Kansas System of Higher Education consisting of Allen County Community College, Iola; Coffeyville Community College, Coffeyville; Fort Scott Community College, Fort Scott; Independence Community College, Independence; Labette Community College, Parsons; and Neosho County Community College, Chanute, educational institutions of the State of Kansas hereinafter referred to as the Consortium, is made under the following terms:

WHEREAS, PSU KSBDC and ESU KSBDC have established two (2) Kansas Small Business Development Outreach Centers in Iola and Independence, Kansas; and

WHEREAS, the Consortium has established two (2) KSBDC Outreach Centers; and

NOW, THEREFORE, the parties hereto agree to the following amendment of the original agreement:

Section 2, "Scope of Work and Project Direction" shall be changed from "Allen County Community College and Independence Community College agree to provide the following In-Kind support" to "**Neosho County Community College** and Independence Community College agree to provide the following In-Kind support."

The section shall read as follows:

**2. Scope of Work and Project Direction:**

**a. Neosho County Community College and Independence Community College agree to provide the following In-Kind support:**

- (1) Office space, approximately 100 to 144 square feet, to house one PSU KSBDC employee who will function as a Small Business Development Consultant hereinafter referred to as "Consultant."
- (2) Administrative support, approximately 13 hours per week, for the Consultant. An existing position at the community college may be used to provide the administrative support.
- (3) Telephone service including Long Distance and Internet access. PSU KSBDC consultants will follow the telephone and internet guidelines of the community colleges hosting the outreach

centers.

(4) Postage and Computer support.

b. PSU KSBDC and ESU KSBDC will provide \$81,194 (PSU KSBDC \$57,284, ESU KSBDC \$23,910); the Consortium will provide \$40,597 (50% cash match). The methodology used to determine each community college's cash match was based on the percent of the business population of counties in each community college's service area compared to the total business population of all counties in the Consortium except Crawford and Miami (see Appendix A). **Note, the amount of cash match for FY 2008 will be pro-rated based on the start date(s) of the consultant(s).** Funds will be used to cover the cost of all direct labor, supplies, materials, phone lines if needed, cell phones, office furniture, and other operating and incidental expenses necessary for the execution of the work. Equipment and furniture purchases will be coordinated with Neosho County and Independence community colleges.

This Amendment, in addition to the original Agreement, constitutes the entire agreement between PSU and The Consortium. Any modification of this Agreement shall be in writing and shall be signed by both parties.

In witness whereof, the parties hereto have executed this agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signature, said Agreement to become effective as of the later date.

**KSBDC:**

**Pittsburg State University**

**Neosho County Community College**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Authorized Signatory**

Date:

Date:

**Amended Agenda Item IX-K: Executive Session-Non Elected Personnel**

Upon a motion and a second the Board recess into executive session for ten 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 President and attorney. Motion passed.

The Board entered executive session at 7:42 p.m. The Board returned to open meeting at 7:52 p.m.

**Agenda Item X: Adjournment**

Upon a motion and a second, the meeting adjourned at 7:53 p.m.