

**LABETTE COMMUNITY COLLEGE
BOARD OF TRUSTEES**

August 8, 2019

5:30 p.m.

Conference Room

Review Copy

(First published in the Parsons Sun, July 25, 2019)

Budget Form CC-J

STATE OF KANSAS

**NOTICE OF PUBLIC HEARING
2019-2020 BUDGET**

The governing body of Labette Community College, Labette County, will meet on August 8, 2019, at 5:30 p.m., at the Conference Room in the Student Success Center for the purpose of answering objections of taxpayers relating to the proposed use of all funds, and the amount of tax to be levied, and to consider amendments. Detailed budget information is available at Business Office and will be available at this hearing.

BUDGET SUMMARY

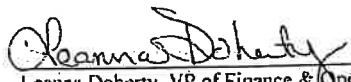
The Expenditures and the Amount of 2019 Tax to be Levied (as shown below) establish the maximum limits of the 2019-2020 budget. The "Est. Tax Rate" in the far right column, shown for comparative purposes, is subject to slight change depending on final assessed valuation.

	2017-2018		2018-2019		Proposed Budget 2019-2020		
	Actual Expend. & Transfers	Actual Tax Rate*	Actual Expend. & Transfers	Actual Tax Rate*	Budgeted Expend. & Transfers	Amount of 2019 Tax to be Levied	Est. Tax Rate*
Current Funds Unrestricted							
General Fund	8,753,186		8,929,538		11,802,200	4,806,705	35.000
Postsecondary Tech Ed	2,860,868		3,027,700		4,074,976	XXXXXXXXXX	XXX
Adult Education	48,182		48,182		77,202	54,893	0.400
Adult Supp Education	0	xxx	0	xxx	0	XXXXXXXXXX	XXX
Motorcycle Driver	0	xxx	0	xxx	0	XXXXXXXXXX	XXX
Truck Driver Training	0	xxx	0	xxx	0	XXXXXXXXXX	XXX
Auxiliary Enterprise	640,746	xxx	218,255	xxx	456,190	XXXXXXXXXX	XXX
Plant Funds		xxx		xxx		XXXXXXXXXX	XXX
Capital Outlay	363,000		334,524		1,420,484	0	0.000
Bond and Interest	0		0		0	0	0.000
Special Assessment	0		0		0	0	0.000
No Fund Warrants	0		0		0	0	0.000
Revenue Bonds	0	xxx	0	xxx	0	XXXXXXXXXX	XXX
Total All Funds	12,665,982	0.000	12,558,199	0.000	17,831,052	XXXXXXXXXX	35.400
Total Tax Levied	4,765,045		4,585,690		XXXXXXXXXX	4,861,598	
Assessed Valuation	129,282,683		134,417,973		137,336,276		

Outstanding Indebtedness, July 1

	2017	2018	2019
G.O. Bonds			
Capital Outlay Bonds			
Revenue Bonds			
No-Fund Warrants			
Temporary Notes			
Lease Purchase Principal	428,696	86,863	242,000
Total	428,696	86,863	242,000

* Tax Rates are expressed in mills.


Leanna Doherty, VP of Finance & Operations

July 25, 2019

EXHIBIT 2

Labette Community College
Board of Trustees Meeting Agenda

August 8, 2019

TIME 5:30 p.m.

Student Success Center, Conference Room

- I. Public Hearing – 2019-2020 Community College Budget.....(Agenda Item I)
(Exhibit 1)
- II. Adoption of Agenda(Agenda Item II)
(Exhibit 2)
- III. Approval of July 11, 2019, Meeting Minutes.....(Agenda Item III)
(Exhibit 3)
- IV. Reports and/or Board Discussion
 - A. Faculty Senate Report
 - B. Administrative Reports
 - i. Comparison of Expenditures to Budget
 - C. President’s Report
- V. Old Business (Action, Report, or Discussion)
 - A. Approval of 2019-2020 Budget.....(Agenda Item V.A.)
- VI. New Business (Action, Report, or Discussion)
 - A. Capital Campaign.....(Agenda Item VI.A.)
 - B. Professional Staff Employment Letter.....(Agenda Item VI.B.)
(Exhibit 4)
 - C. Faculty Contract Ratification(Agenda Item VI.C.)
(Exhibit 5)
 - D. Parsons Neighborhood Revitalization(Agenda Item VI.D.)
(Exhibit 6)
 - E. Oswego Neighborhood Revitalization(Agenda Item VI.E.)
(Exhibit 7)
 - F. Policy Review(Agenda Item VI.F.)
(Exhibit 8)

EXHIBIT 2

- G. Policy Approval(Agenda Item VI.G.)
(Exhibit 9)
- H. Approval of Bills.....(Agenda Item VI.H.)
(Exhibit 10)

VII. Public Comment

The Board of Trustees agenda shall contain one opportunity for public comment. This structure has been designed to provide the public with an opportunity to comment on any topic. The Chair of the Board explains the Board's approach to the public comment with the following statement: **"At this time we invite anyone in the audience to speak to the Board about any item or concern that pertains to the college. By policy, at this time the Board will not take any action on any item or concern, but we will be happy to take it under advisement for possible future action."** The Board also retains the right to set time limits on public comment.

In the event that a large number of citizens are present and wish to speak in favor or in opposition to an issue before the Board, the Board reserves the right to poll the number of citizens in favor of and in opposition to the issue at hand as well as to limit the number of spokespersons representing opposing viewpoints. The Board also retains the right to set time limits as deemed appropriate.

VIII. Next Regular Board Meeting: September 12, 2019, 5:30 p.m., **Council Room; Oswego**, Tentative Agenda Items

IX. Adjournment

EXHIBIT 3

LABETTE COMMUNITY COLLEGE
Board of Trustees Minutes
July 11, 2019

The Board of Trustees met at 5:30 p.m. on Thursday, July 11, 2019 in the Conference Room, Student Success Center Building.

Members Present

Mr. Montie Taylor
Mr. Rod Landrum
Mr. David Winchell
Mr. Pat McReynolds
Mr. Mike Howerter

Members Absent

Mr. Carl Hoskins

Others Present

Dr. Mark Watkins
Leanna Doherty
Joe Burke
Janice Every
Jason Sharp

Kathy Johnston
Chandler Gravett
Kassie LaForte
Tammy Fuentes

Megan Fugate recorded the minutes.

Election of Officers for the Board of Trustees

Chair McReynolds opened the floor for Board Chair nominations. Mr. Howerter nominated Pat McReynolds for chairperson for another six months due to the November Trustee election. Mr. Landrum seconded, after a discussion, motion failed 0-5. Mr. Landrum nominated David Winchell for chairperson. Mr. Howerter seconded. Nominations ended and motion carried 5-0.

For Vice-Chair, Mr. Howerter nominated Rod Landrum and Mr. Taylor seconded. Nominations ended and motion carried 5-0.

Mr. Taylor moved to approve the following:

- Carl Hoskins, KACCT (Kansas Association of Community Colleges)
- Rod Landrum. KACCT Alternate
- Megan Fugate as Clerk of the Board
- Leanna Doherty as Treasurer
- David Markham and KASB as the legal services provider for the year
- Parsons Sun as the paper of record.

Mr. Landrum seconded and motion carried 5-0.

Mr. Landrum moved to approve the following Presidential appointments:

- The Emergency Executive Succession Plan as presented.
- The Sexual Harassment Plan as presented.
- Megan Hentzen, Payroll Specialist, ADA Coordinator
- Leanna Doherty, VP of Finance and Operation & Janice Every, Human Resource Director, Affirmative Action Officers (students also have the option of going to the Vice President of Student Affairs with a problem).
- Leanna Doherty, Public Information Officer.
- Kevin Doherty, Emergency Services Contact.
- Dr. Mark Watkins, President and Bethany Kendrick, Public Relations Director, Kansas Association of School Boards (KASB) Governmental Relations Network Contact.
- Title IX Coordinator, Tammy Fuentes

Mr. McReynolds seconded and motion carried 5-0.

Adoption of Agenda (ACTION ITEM)

Chair Winchell asked for changes or additions to the revised agenda. President Watkins had no changes. Mr. McReynolds moved to approve the revised agenda as presented. Mr. Howerter seconded and motion carried 5-0.

Approval of Regular Meeting Minutes (ACTION ITEM)

Chair Winchell asked for corrections or additions to the June 13, 2019 regular meeting minutes, Mr. Howerter moved to approve the minutes as presented. Mr. Landrum seconded and motion carried 5-0.

Reports and/or Board Discussion

Faculty Senate Report

No report

Administrative Report

Comparison of expenditures to the budget – Leanna Doherty had placed the June financial report at the table. At the end of June we were through the year. The general fund was 93% expended and the technical education/vocational fund was 92% expended. She invited questions from the Trustees and welcomed phone calls at a later date.

Vice President Doherty gave an update on the athletic insurance. Mr. Taylor moved to approve renewing the athletic insurance with Bollinger Insurance, Wood-Dulohery, in the amount of \$81,133. Mr. Landrum seconded and motion carried 5-0.

Vice-President Doherty gave a facilities update.

President's Report

Dr. Watkins introduced Chandler Gravett. He was in attendance to represent the LCC PBL Club. Carolyn Cassel, Abigail Ford, Chandler Gravett and Josie Smith along with their Advisor, Cathy Kibler, attended the 77th PBL National Leadership Conference in San Antonio, Texas. Abigail Ford and Chandler Gravett from Labette Community College in Parsons received national recognition at the PBL Awards of Excellence Program on June 27. Ford competed in Marketing Concepts and brought home ninth place. Gravett competed in two events, Business Law, earning tenth place and Public Speaking, bringing home seventh place. Gravett was also recognized as Who's Who in PBL at the Opening Ceremony on June 24. Smith will be serving Kansas PBL as the 2019- 2020 state treasurer.

Dr. Watkins will be attending the Labette Health Foundation Luncheon on Friday.

Dr. Watkins announced that our Nursing Program and our Radiography Program have a 100% pass rate for their students.

Old Business (ACTION, INFORMATION OR DISCUSSION ITEMS)

None

New Business (ACTION, INFORMATION OR DISCUSSION ITEMS)

BOT Regular Meeting Dates and Times

Mr. Landrum moved to approve the regular meeting scheduled for the second Thursday of the month at 5:30pm through July 2020. The March 12th meeting will be moved to March 5th, due to a conflict. Mr. Taylor seconded and motion carried 5-0.

Professional Staff Resignation

Mr. McReynolds moved to approve the resignation of Marcie Ryan, Case Worker/Advisor, effective August 9, 2019 and authorize administration to begin a search for a replacement. Mr. Landrum seconded and motion carried 5-0.

Faculty Contract Ratification

Mr. Howerter moved to approve the faculty contract for Tom Brungardt, Biology Instructor. The contract begins on August 12, 2019 at Masters plus 6, step 10, at a salary of \$43,390. Mr. Taylor seconded and motion carried 5-0.

Approval of Bills

Mr. McReynolds moved to approve the Claims Register. Mr. Howerter seconded and motion carried 5-0.

No Executive Session Needed

EXHIBIT 3

Master Agreement Contract Ratification

Mr. Taylor moved to approve the Master Agreement for the 2019-2020 school year. Mr. Landrum seconded and motion carried 5-0.

Administration, Professional Staff, Educational Support Staff Salary Increases

Mr. McReynolds moved to approve the following:

- Issuance of administration and professional staff contracts for the 2019-2020 fiscal year according to the current terms and provisions of such contracts. Such contracts include a 3% salary increase.
- A 3% salary increase for educational support staff for the fiscal year 2019-2020.
- A \$5 increase to the 403(b) monthly matching contribution to begin in September for administration, professional staff and educational support staff.

Mr. Howerter seconded and motion carried 5-0.

New Professional Staff Positions

Mr. Landrum moved to approve the new professional staff position Career Technical Education (CTE) Success Coach and begin a search for this position and for an Admissions Recruiter/Advisor and authorize the start of a search for this position. Mr. McReynolds seconded and motion carried 5-0.

Public Comment

- Mr. Landrum wanted to thank Pat McReynolds for the leadership over terms as chairperson.
- Mr. McReynolds reminded everyone of the PTA pinning on July 27th.
- Mr. Taylor wanted to thank Trudy for the meal.

Next Board Meeting: Date, Place, Time, and Tentative Agenda Items

Chair Winchell reminded everyone of the next regular meeting of the Board of Trustees scheduled for August 8, 2019 at 5:30 p.m., Conference Room, Student Success Center Building.

Adjournment

Mr. Landrum moved to adjourn the meeting at 6:28pm. Mr. McReynolds seconded and motion carried 5-0.

Megan Fugate, Clerk of the Board

Agenda Item #: V.A.
Date: August 8, 2019

SUBJECT

Adoption of the 2019-2020 Labette Community College Budget

REASON FOR CONSIDERATION BY THE BOARD

Kansas Statutes require the Board of Trustees' approval of the annual budget.

BACKGROUND

Since January the FY 2019-2020 budget has been under development. Information about the budget was presented to the Board in a special budget work session in July.

The published, proposed budget for the general and PTE funds at \$11,877,176 which reflects a legal spending limit of \$15,877,176 with no increase in the mill levy.

PRESIDENT'S RECOMMENDATION

That the Board of Trustees approve the proposed 2019-2020 Labette Community College Budget as presented in Exhibit I.

Agenda Item #: VI.A.

Date: August 8, 2019

SUBJECT

Capital Campaign Update

REASON FOR CONSIDERATION BY THE BOARD

College policy states that the Board of Trustees' approval is normally required for items costing in excess of \$19,999.

BACKGROUND

At the worksession the Board discussed the possibility of authorization of college funds being utilized to aid in the expansion of the athletic and academic facility along with fundraising from the Foundation.

PRESIDENT'S RECOMMENDATION

The Board of Trustees approve the authorization of college funds being utilized to aid in the expansion of the athletic and academic facility.

Agenda Item #: VI.B.

Date: August 8, 2019

SUBJECT

Professional Staff Employment Letter Confirmation

REASON FOR CONSIDERATION BY THE BOARD

Kansas Statutes require Board of Trustees' approval of selected employment contracts and letters.

BACKGROUND

Regina Williams-Decker has accepted the position of Case Manager/Advisor. See exhibit 5 for biography.

PRESIDENT'S RECOMMENDATION

The Board of Trustees approve the Professional Staff Employment letter for Regina Williams-Decker, Case Manager/Advisor, at a salary of \$38,000, beginning August 5, 2019. Approval is recommended.

Biography

Regina Williams-Decker

Regina Decker has accepted the position of Case Manager/Advisor. Ms. Decker earned a Bachelor of Science in Sociology from Emporia State University and a Master's of Art in Sociology from the University of Kansas City, Kansas City, MO.

Regina most recently taught Sociology and US History for the Metropolitan Community College in Kansas City, MO. Her case management experience totals 13 years and she brings advising experience to LCC. She has also worked for Community Corrections where she developed and implemented programs for at-risk youth and has had experience as a disability examiner.

Regina begins work on August 5, 2019.

POSITION DESCRIPTION

CASE MANAGER/ADVISOR

Reports to: Vice President of Student Affairs
Organizational Unit: Professional Staff – Exempt, Full Time
Salary range: Support Director
Revision Date: June 2019

I. Basic Purpose of Position

The Case Manager/Advisor will offer case management services to a population of undergraduate students with at-risk mental health and social support needs through interventions, referrals, and connection to follow-up services. The individual will also provide academic advising to students majoring in criminal justice, education, and general education as well as undeclared major students.

II. Essential Job Functions

- A. Ability to initiate, administer, manage and assess a broad range of services for students
- B. Ability to support students experiencing personal, social, emotional, and other difficulties
- C. Ability to initiate and manage sensitive and effective relationships with students, faculty, staff, hospitals, emergency personnel, mental health professionals, and occasionally parents.
- D. Ability to create programming to educate students on resources and services available
- E. Ability to develop and maintain a database of referral resources and community services
- F. Ability to document and establish systems for receiving and tracking cases
- G. Ability to advocate for student success, manage a diverse caseload, and multi-task
- H. Ability to enroll/advise new and undeclared major students along with criminal justice, education, general studies, and undeclared majors
- I. Ability to serve as a member of student affairs and college committees
- J. Ability to follow all LCC policy and procedures
- K. Ability to complete other tasks as assigned
- L. Ability to maintain regular and timely attendance

III. Consulting Tasks

- A. Local mental health professionals, housing providers, and other agencies that provide support
- B. Financial Aid personnel
- C. Student Life/Retention Specialist
- D. Other college professionals

IV. Required Knowledge, Skills and Personal Qualifications

- A. Experience working in case management
- B. Experience in crisis intervention
- C. Excellent verbal and written communication skills
- D. Familiar with computer software

- E. Ability to work with the public and be responsive to the needs of multiple stakeholders
- F. Evidence of collaboration and relationship building
- G. Strong organizational abilities
- H. Goal oriented with strong leadership skills
- I. Ability to work effectively with minimal supervision

V. Preferred Experience

Two or more years' experience in case management

VI. Educational Background

Master's degree in a Human Services discipline or related field

VII. Working Conditions/Environment

- A. Busy office conditions at times with occasional evening and weekend hours required
- B. No windows

Agenda Item #: VI.C.

Date: August 8, 2019

SUBJECT

Ratification of Faculty Contract

REASON FOR CONSIDERATION BY THE BOARD

Kansas Statutes require Board of Trustees' approval of selected employment contracts.

BACKGROUND

Deanna Huffman has accepted the Psychology Instructor position. See exhibit 6.

PRESIDENT'S RECOMMENDATION

The Board of Trustees approve a Faculty Contract for Deanna Huffman, Psychology Instructor. The contract begins on August 12, 2019 at Masters +48, step 3, at a salary of \$46,620. Approval is recommended.

Biography

DEANNA (GARRETT) HUFFMAN

Deanna Huffman has accepted the Psychology faculty position. Ms. Huffman earned a Bachelor of Science in Early Childhood from PSU and a Master of Arts in Human Services from Liberty University.

Deanna has taught adjunct for LCC since 2013. She comes to LCC from the Communities in Schools program in Pittsburg. She has also been an advocate for Spring River Mental Health and Catholic Charities.

Deanna begins work on August 12, 2019.

POSITION DESCRIPTION

INSTRUCTOR (FULL-TIME)

Reports to: Dean of Instruction/Career Technical Director/Program Director

Organizational Unit: Faculty - Exempt

Salary Range: Per Master Agreement

Revision Date: June 2017

See also addendum - Program/Department specific

I. Basic Purpose of Position

Instructors' responsibilities encompass all courses assigned, committees assigned, or other activities required or agreed upon between faculty members and administration as specified in the LCC Master Agreement and LCC Policy/Procedures Manual. Instructors must demonstrate computer literacy in appropriate computer software and be able to demonstrate fluency in written and oral communications.

II. Essential Job Functions

- A. Ability to demonstrate knowledge of and commitment to effective teaching strategies, including active learning and methods to enhance student success at community colleges
- B. Ability to conduct all class sessions in a professional manner and exhibits good judgment and professional behavior
- C. Ability to develop and carry out testing/assessment plans in all courses taught that meets the criteria set forth by the Curriculum and Instruction Committee and the Outcomes Assessment Committee
- D. Ability to be available to advise students according to College policy
- E. Ability to maintain accurate records and reports and submit them in a timely manner to the appropriate person
- F. Ability to provide students with opportunities for community service and volunteerism as appropriate
- G. Ability to promote the general welfare of students and the college
- H. Ability to actively support the service area communities through service learning activities and projects as appropriate
- I. Ability to follow the master course syllabus and coordinate course outlines and book selections in accordance with established deadlines when faculty members teach different sections of the same course
- J. Ability to develop new courses as required by the administration
- K. Ability to develop and provide online instruction in discipline area as needed
- L. Ability to take the LCC Online Teaching course during the first year of teaching if appropriate
- M. Ability to maintain a professional attitude and conduct toward teaching and professional relationships
- N. Ability to actively support the philosophy of shared governance
- O. Ability to provide ongoing communication and professional development opportunities to adjunct and concurrent faculty (particularly at in-service breakout sessions) in such areas as pedagogy, instructional design, course management, instructional delivery, skill improvement, curricular reform initiatives and assessment strategies

- P. Ability to provide concurrent instructors with necessary materials to assess their students according to the Kansas Board of Regents (KBOR) Concurrent Enrollment Partnership (CEP) agreement using the same grading standards, same scoring rubrics and methods (i.e. papers, portfolios, quizzes, labs) and same final exam as a representative on-campus exam, to ensure all students are held to the same standards of achievement.
- Q. Ability to provide necessary support for and student referrals to educational support programs and functions
- R. Ability to maintain and update the technical competencies necessary to perform the job function
- S. Ability to communicate effectively with students of diverse ethnic, socioeconomic, and cultural backgrounds, including students with disabilities
- T. Ability to actively participate in College Standing Committees and Program Review Committees
- U. Ability to promote the College as a responsive community asset through personal representation
- V. Ability to work cooperatively with students, peers, colleagues and administrators
- W. Ability to perform other duties as may be assigned by the appropriate Director, Dean of Instruction, or Vice President of Academic Affairs
- X. Ability to follow all LCC policies/procedures and state and federal laws
- Y. Ability to perform additional items per addendum if applicable

III. Consulting Tasks

- A. Ability to consult with other departmental faculty to revise curriculum and address student and departmental issues.
- B. Ability to consult with College committees and faculty to ensure students' needs are met, to gain understanding of College operations and issues outside the department, and to help formulate educational policies.

IV. Supervises the Following Staff

None

V. Required Knowledge, Skills and Personal Qualifications

- A. Ability to effectively work with other faculty, administrators, students, and other College staff
- B. Ability to set priorities and use appropriate interpersonal skills
- C. Ability to demonstrate knowledge of and commitment to community college philosophy and the College's Strategic Plan
- D. Ability to demonstrate knowledge of commonly used instructional software and education media
- E. Ability to demonstrate understanding of student learning and curriculum development
- F. Ability to demonstrate excellent verbal and written communication skills
- G. Ability to perform job responsibilities and complete work in a timely manner

VI. Preferred Experience

At least three years recent teaching or professional experience in the areas to be taught.

VII. Educational Background

- A. Faculty teaching general education (transfer) courses are required to have the following qualifications:
 - Master's degree or higher in the teaching discipline or subfield taught.

- Master's degree or higher in a discipline or subfield other than that taught with a minimum of 18 graduate credit hours in the discipline taught.
- B. Faculty teaching in programs that are accredited or approved by outside agencies shall have teaching credentials that meet the standards specified by that agency.
- C. Faculty teaching Career and Technical (CTE) courses are required to have the following qualifications:
 - Bachelor's degree and/or valid/current industry-recognized credentials and a minimum of 4,000 hours of work experience in the specific technical field taught.
- D. Faculty teaching non-transfer courses, developmental or college preparation courses, College Success Skills courses, continuing education workshops, personal enrichment courses, and workforce education courses must have an appropriate degree and/or credentials, special training, experience, creative production, or other accomplishments or distinctions appropriated to the discipline as determined by the Vice President of Academic Affairs.
- E. Other factors, including but not limited to equivalent experience, may be considered in determining whether a faculty member is qualified.
- F. Any exceptions due to special circumstances must be approved by the Vice President of Academic Affairs.

VIII. Working Conditions

- A. Working environment: usual classroom environments
- B. Ability to travel to off-campus instructional sites
- C. Ability to be on time and interact with students on a regular basis
- D. Ability to utilize a variety of instructional techniques in a classroom environment
- E. Ability to teach evening courses

SUBJECT

Neighborhood Revitalization Act Agreement Between the College and City of Parsons

REASON FOR CONSIDERATION BY THE BOARD

Statutes require Board of Trustees approval for inter-agency agreements.

BACKGROUND

Synopsis of the neighborhood revitalization plan to be put in place for 5 years:

- All rebates will be on ADDITIONAL property taxes incurred after rehabbing or building new on a property.
- All rebates will be minus a 5% admin fee for the county.
- The plan will be for 100% property tax rebate for commercial property for 10 years, with a minimum of \$10,000 expended.
- The plan will be for 100% property tax rebate for residential property for 5 years, with a minimum of \$5,000 expended.

The plan is the same as what has been in place for the last 5 years with the change to ten years for commercial property.

The change is a direct result of consulting with local business owners who are hesitant to take on rehab property due to the tax burden that comes after the upgrade or remodel in year 6.

PRESIDENT'S RECOMMENDATION

This is for discussion only. No action will be taken in August.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") entered into this ___ day of _____, 2019, by and between the City of Parsons, a duly organized municipal corporation hereinafter referred to as "City" and Labette County, Kansas, Labette Community College, Parsons Unified School District 503 and Labette County Unified School District 506, hereinafter called "Parties of the Second Part".

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

WHEREAS, all Parties are pursuant to K.S.A. 12-2903, public agencies, capable of entering into interlocal agreements; and

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

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive by acting jointly.

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

1. The parties agree to consider and adopt a neighborhood revitalization plan in substantially the same form and content as Exhibit A, attached hereto and incorporated by reference as it fully set forth herein. The parties further agree the neighborhood revitalization plan as adopted will not be amended by any of the parties except as may be necessary to comply with applicable State law or regulation. Both parties agree that in order for a participant to be eligible to receive the County's portion of the tax rebate as allowed in Exhibit A, a participant must be current on all real estate and personal property owed for all property in Labette County, not just property located in the City of Parsons. Failure to do so by a participant makes the participant ineligible for the remainder of the program. Failure to pay the real estate taxes by the date they become due for a property in the program will remove said property from the program with said property not eligible to be put back in the program if the taxes are subsequently paid after the due date.
2. The parties further agree that the County shall administer the neighborhood revitalization plan as adopted by each parties on behalf of the signatory parties.
3. The effective date of this agreement shall be upon the approval by the Kansas Attorney General and when all requirements of K.S.A. 12-2905 are met. This agreement shall expire five years after the date of the Kansas Attorney General's approval.
4. The parties agree that termination of this agreement by any party prior to its expiration date would adversely impact the plan and, consequently, this agreement makes no provision for termination prior to the expiration date.

5. The parties further agree that the County shall administer the neighborhood revitalization plan as adopted by each parties on behalf of the signatory parties. The County shall create a neighborhood revitalization fund pursuant to K.S.A. 12-17,118 for the purpose of financing the redevelopment and the provide rebates. Any increment in property taxes received by the City, the county, and the District resulting from qualified improvements to property pursuant to the neighborhood revitalization plan shall be credited to the County's neighborhood revitalization fund.

6. In accordance with K.S.A. 12-2904(e), the parties agree no property will be acquired, held or disposed of pursuant to this agreement.

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

CITY OF PARSONS, KANSAS

By _____
Bill Hogelin, Mayor

ATTEST:

Gabrielle Swanwick, City Clerk

Labette County Commissioners

, Chairman

ATTEST:

County Clerk

Labette Community College Board of Trustees

, Chairman of the Board

ATTEST:

Clerk

Parsons Unified School District 503

, Chairman

ATTEST:

Clerk

Labette County Unified School District 506

, Chairman

ATTEST:

Clerk

Approved by
Kansas Attorney Generals Office, Topeka, Kansas

By: _____

Date: _____

Neighborhood Revitalization Plan

2019-2024



City of Parsons, Kansas
2019

NEIGHBORHOOD REVITALIZATION PLAN – EXHIBIT A

Purpose:

This plan is intended to promote the revitalization and development of the neighborhoods within the City of Parsons by stimulating new construction and rehabilitation, conservation or redevelopment of the area in order to protect the public health, safety or welfare of the residents of the City by offering certain incentives, which include tax rebates for industrial and commercial properties within the boundaries of the revitalization area.

The legal description of the real estate forming the boundaries of the proposed area is as follows, to-wit:

All that area within the City limits of Parsons except any property located in the flood plain; and except the following tract:

All that area within the City limits of Parsons bounded on the East by 10th Street, on the West by 21st Street, on the North by the Neosho County line, and on the South by Northern Boulevard. See Attachment for more detailed legal description.

All utilities and services necessary for the revitalization and development of this area are already in place to be provided to vacant lots or existing structures within the revitalization area. Current zoning classifications appear to be adequate, but any zoning modifications unanticipated at this time will be addressed on a case by case basis.

CRITERIA FOR DETERMINATION OF ELIGIBILITY

- (A) “Structure” means any building, wall or other structure, including the building and improvements to existing structures and fixtures assimilated to the real estate.
- (B) There will be a five year application period. At the end of the five years, the tax entities will review the plan and determine its continuation. Those approved during the five year period shall continue to receive the tax rebate as described herein.
- (C) Construction of an improvement must have begun on or after the date of designation of the neighborhood revitalization area by the applicable taxing units. **THE PROJECT MUST BE STARTED WITHIN THE 1ST YEAR FROM APPLICATION DATE AND BE COMPLETED BY THE 2ND YEAR.**
- (D) **There must be a minimum investment of \$5,000 for residential property, to receive tax rebates.** The associated costs must be documented with receipts and submitted to the Parsons Building Codes Department for verification within thirty (30) days of completion of the improvements.

- (E) **There must be a minimum investment of \$10,000 for commercial and/or industrial property, to receive the tax rebate.** These costs must be documented with receipts and submitted to the Parsons Building Codes Department for verification within thirty days of completion of the improvements.
- (F) All improvements, new, rehabilitation, conservation or redevelopment must conform to all codes, rules and regulations in effect at the time improvements are made and must continue to remain code compliant for the length of the rebate period. **Inspections by the Parsons Codes Department will be required before improvements commence, during and at the completed stage before certification to the County for the rebates to begin can occur.**
- (G) **In order for any applicant to be eligible for this program or their tax rebate once they have been accepted into the program, the participant cannot be delinquent on any personal or real property tax for property owned in Labette County at the time of application or at any time while participating in the program. Failure to do so by a participant disqualifies them for the remainder of the program.**
- (H) Commercial or industrial property eligible for tax incentives under any adopted Neighborhood Revitalization Plan and any existing tax abatement program, may submit only one application per project. The applicant may have only one non-completed project at a time.
- (I) This Neighborhood Revitalization Program has been approved by the following tax entities: City of Parsons, USD 503, USD 506, Labette Community College and Labette County. **TAX REBATES WILL BE BASED ON THE INCREASE IN APPRAISED VALUE THAT OCCURS AS A RESULT OF THE IMPROVEMENTS COMPLETED.** The rebates are as follows:

For residential property: For five years, the rebate equals 100% of the tax increase based on the increase of appraised value occurring as a result of the improvement less the administrative fee of 5%, with said administrative fee being retained by Labette County and less any taxes exempt from this program by Kansas statute.

For commercial and industrial property: For ten years, the rebate = 100% of the tax increase based on the increase of appraised value occurring as a result of the improvement less the administrative fee of 5%, with said administrative fee being retained by Labette County and less any taxes exempt from this program by Kansas statute.

- (J) **Tax rebate will transfer with ownership of the property.**
Tax rebate can transfer to a person who purchases the property.
- (K) A \$25.00 application fee is required from applicants. In addition, the applicant shall pay an annual program administration fee equal to 5% of the rebate to the County.

Application Procedure

- Step 1. Prior to the commencement of construction on any improvement for which tax rebate will be requested, the applicant-owner shall contact and meet with the Parsons Codes Enforcement Department.
- Step 2. Part 1 of the application must be filed with the Parsons Codes Enforcement Department with the required \$25.00 application fee. Said application shall be reviewed and returned to the applicant with approval or denial within 15 days. An on-site inspection by the Parsons Codes Enforcement Department will occur during the 15 day response period. In addition, the County Clerk and the County Appraiser will be notified of the application for tax rebate authority.
- Step 3. The applicant/owner is required to secure the necessary building permits and to complete Part 2 of the Neighborhood Revitalization Program Forms. This form sets forth the anticipated construction time frame and will determine when the County Appraiser will conduct an on site inspection to determine the new property value for tax assessment purposes.
- Step 4. Construction shall begin and required inspections will be scheduled and completed. Part 3 of the Neighborhood Revitalization Forms shall be completed as required until the project is finished.
- Step 5. At completion a final inspection shall be completed and the applicant/owner will Provide the Parsons Codes Enforcement Department with all of the construction receipts to determine program compliance.
- Step 6. The Parsons Codes Enforcement Department shall certify to the County Clerk and the County Appraiser that the applicant has completed the project and is in compliance with the Neighborhood Revitalization Program Standards and is eligible for the tax rebate.
- Step 7. Upon payment in full of the real estate tax for the subject property for the initial and each succeeding year period extending through the specified rebate period, and within a thirty (30) day period following the date of tax distribution by Labette County to the other tax units, a tax rebate in the amount of the tax increment (less an administrative fee as specified) shall be made to the owner. The tax rebate shall be made by the County Treasurer's Office of Labette County through the Neighborhood Revitalization Fund established in conjunction with

the participation tax jurisdictions.

Agenda Item #: VI.E.
Date: August 8, 2019

SUBJECT

Neighborhood Revitalization Act Agreement Between the College and City of Oswego

REASON FOR CONSIDERATION BY THE BOARD

Statutes require Board of Trustees approval for inter-local agreements.

BACKGROUND

This agreement simply allows Labette Community College to participate in the program.

PRESIDENT'S RECOMMENDATION

That the Board of Trustees approve the agreement regarding the Neighborhood Revitalization Plan in Oswego.

703 Fifth Street
PO Box 210
Oswego, KS 67356



EXHIBIT 7

Phone (620) 795-4433
Fax (620) 795-4873
Email: cityinfo@oswegoks.com
Website: oswegokansas.com

July 31, 2019

LCC President Watkins
LCC Board of Trustees
Labette Community College
200 S 14th St.
Parsons, KS 67357

College President and Board of Trustees:

The Neighborhood Revitalization Plan for the City of Oswego expires September 30, 2019. After receiving input from the County Commissioners and their desire for all of the plans in the county to be the same, the Oswego City Council approved the enclosed revised Neighborhood Revitalization Plan.

This plan sets the recommended rebate at 100% percentage for Commercial (10 years) as well as Residential (5 years). The Council was happy to comply with the County's request in hopes that the plan will entice more construction. The Public Hearing on the Plan is set for Monday August 12, 2019 at 6:30 pm.

In hopes that Labette Community College determines to continue participation in the NRP, we have also enclosed the Interlocal Agreement between the City and LCC. After the public hearing, the agreements are then submitted to the Attorney General's office for final approval and signature. Once returned to us, we will provide a copy for your files.

Thank you for partnering with us over the past twenty (20) years since our first Neighborhood Revitalization Plan was adopted!

Sincerely,

A handwritten signature in cursive script that reads "Carol Eddington".

Carol J. Eddington, MMC
City Clerk

Enclosures

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") entered into this ____ day of _____, 2019, by and between the City of Oswego, a duly organized municipal corporation (hereinafter referred to as "City") and Labette Community College (hereinafter referred to as "College").

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Each party adopts the Neighborhood Revitalization Plan as attached hereto and incorporated by reference as if fully set forth herein. Neither party will amend the Neighborhood Revitalization Plan as adopted without approval of the other party, except as may be necessary to comply with applicable state law or regulation.
2. The City will administer the financial requirements of the Neighborhood Revitalization Plan. The City will create a Neighborhood Revitalization Fund pursuant to K.S.A. 12-17,118 to finance the redevelopment. The City will credit any increment in property taxes received by the City and the College resulting from qualified improvements to property pursuant to the Neighborhood Revitalization Plan to the City's Neighborhood Revitalization Fund.
3. This agreement will expire September 30, 2024. The parties will review the amended Neighborhood Revitalization Plan on or before June 1, 2024 to determine any needed modifications and participation in a new interlocal agreement. Either party may terminate its participation in this agreement before June 1, 2024 by providing in writing, a thirty (30) day notice to all other parties, however, any approved applications submitted before termination will be considered eligible for the duration of the rebate period.

NEIGHBORHOOD
REVITALIZATION
PLAN



OF THE
CITY OF OSWEGO

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ARTICLE A. PURPOSE AND FACTUAL FINDINGS

- A-1. GENERAL.** Through this plan the City Council intends to promote the revitalization and development of the neighborhoods within the City of Oswego by stimulating new construction and rehabilitation or redevelopment of the area in order to protect the public health, safety, or welfare of the residents of the City. More particularly, the City will use the tax rebate incentive for improvements within the boundaries of the revitalization area.
- A-2. COUNCIL ACTION.** Following the provisions of K.S.A. 12-17,114 *et seq.*, the City Council held a public hearing August 12, 2019 and considered the existing conditions and alternatives with respect to the designated area, the criteria and standards for a tax rebate, and the necessity for interlocal cooperation with the other taxing units.
- A-3. MAP.** A map showing the boundaries for the Neighborhood Revitalization Areas is attached (see Appendix A).

ARTICLE B. PROPERTY

- B-1. VALUATION.** The currently assessed valuation of the real estate (land and buildings) within the City of Oswego is as follows:

Item	Value
Land	\$759,649
Buildings	\$5,219,388
Total	\$5,979,037

For up to date figures, individuals may verify their information on the address of concern with the Labette County Appraiser's Office, 501 Merchant St., Oswego

- B-2. OWNERS.** A copy of the owners of record within the area designated is on file with the City Clerk's Office at 703 Fifth Street, Oswego, KS as required by State Statute. Individuals may verify the owner of record for each parcel of land, along with his/her mailing address, at the Labette County Appraiser's Office, 501 Merchant St., Oswego
- B-3. EXISTING ZONING CLASSIFICATIONS AND BOUNDARIES.** The City of Oswego is currently zoned. See the attached map (Appendix B). Individuals may review the current Zoning Ordinance at City Hall, 703 5th St., Oswego, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

ARTICLE C. CAPITAL IMPROVEMENTS PLANNED FOR THE AREA

- C-1. NEIGHBORHOOD REVITALIZATION FUNDS.** The City will use program funds to assist with revitalization, rehabilitation, conservation, or redevelopment.
- C-2. CURRENT IMPROVEMENT PROJECTS.** Finishing the Downtown Building Demolition Grant project in downtown Oswego; continuing improvements at the airport through grants from KDOT; improvement projects at the swimming pool; Sewer Lift Station Rehab Project; Phase II Environmental Study, through the Brownfields Program, on two downtown properties owned by the city. The city continues to use the one cent city sales tax for overlay and resurfacing of city streets and for parks and recreation improvement projects. The city has another half-cent city sales tax which has been utilized for vehicle and equipment replacement for the Fire Dept.

ARTICLE D. PROPERTY AND ACTIVITIES ELIGIBLE FOR A TAX REBATE

- D-1. RESIDENTIAL AND AGRICULTURAL PROPERTY.** Eligible residential and agricultural property may be anywhere in an appropriately zoned area of the Neighborhood Revitalization Area. There must be a minimum investment of \$5,000 for residential property to receive tax rebates. This cost must be documented with receipts submitted to the city within 30 days of completion of the improvements.
- a. The following activities occurring to residential property are eligible for the tax rebate:
 - 1) Rehabilitation, alterations, and additions to any existing residential structure. Construction of a new free standing garage will be considered an addition.
 - 2) Construction of new residential structures.
 - b. The following activities occurring to residential property are **not** eligible for the tax rebate:
 - 1) Improvements to existing, or construction of new, residential accessory structures: such as gazebos, portable storage buildings, swimming pools, etc.
- D-2. COMMERCIAL AND INDUSTRIAL PROPERTY.** Eligible commercial or industrial property may be anywhere in an appropriately zoned area of the Neighborhood Revitalization Area. There must be a minimum investment of \$10,000 for commercial and/or industrial property to receive the tax rebate. These costs must be documented with receipts submitted to the city within 30 days of completion of the improvements.
- a. The following activities occurring to commercial or industrial property are eligible for the tax rebate:
 - 1) Rehabilitation, alterations, and additions to any existing commercial or industrial structure used for retail, office, manufacturing, warehousing, institutional, or other commercial or industrial purpose.
 - 2) Construction of new commercial or industrial structures, used for retail, office, manufacturing, warehousing, institutional, or other commercial or industrial purpose.

- b. Improvements to existing or construction of new structures used for public utility or railroad purposes are not eligible.

D-3. HISTORICAL. Historical property may be residential, commercial, industrial, or agricultural. The property must be on the National and/or Kansas Historical Register.

ARTICLE E. CRITERIA FOR DETERMINATION OF ELIGIBILITY AND FOR REVIEW AND APPROVAL

- E-1. ELIGIBILITY CRITERIA.** The City of Oswego will use the following criteria to determine eligibility for the tax rebate:
- a. The applicant must have commenced one eligible activity as stipulated in Article D on or after October 1, 2019, the effective date of this tax rebate program.
 - b. The applicant must submit receipts for building improvements to verify the required expense of a minimum of \$5,000 for Residential property and a minimum of \$10,000 for Commercial property.
 - c. The applicant must fill out and submit a building permit application.
 - d. The applicant must file for the rebate within ninety (90) days of the issuance of a building permit.
 - e. At completion of the project, the applicant will provide the city with all of the construction receipts to determine program compliance.
 - f. All properties eligible for tax incentives under any adopted Neighborhood Revitalization Plan and any existing tax abatement program, may submit only one application per project and can have only one NRP at a time on the same property.
- E-2. REVIEW AND APPROVAL.**
- a. **Review.** As well as comparing applications with the criteria stated in paragraph E-1, City staff will:
 - 1) Determine whether the property of concern conforms with all applicable City codes and regulations (i.e., building permit and zoning ordinance) in effect at the time of application. If the property is not in conformance, the City will deny the rebate. The applicant must ensure the property remains in conformance for the duration of the rebate period, or the City may cancel the rebate.
 - 2) With the County, determine whether the property owner is delinquent on any tax payment or special assessment, including special benefit district assessments. The application is denied if it involves property with delinquent taxes.
 - b. **Approval.**
 - 1) The City Administrator, City Clerk or his/her designee, has the authority and discretion to approve or reject applications based on the eligibility and review standards contained herein. If an applicant disapproves of the Administrator's or City Clerk's decision, he/she may submit a written appeal to the City Council for final determination.

- 2) The City Clerk or his/her designee will verify the amount spent on improvements to the property by the receipts that are submitted. Without this proof, the application will be denied.
- 3) County will apply the fixed rebate percentage to any change in assessed value during subsequent years and rebate the appropriate amount to the property owner.
- 4) If an applicant has not completed the improvement by 1 January of the year following the application's submission, then the applicant will not receive a rebate that year. If by the next 1 January the applicant still has not completed the project, then the City will consider the application as withdrawn.
- 5) If an applicant moves an existing building to a new site, the County, before making any rebate, will deduct the building's prior value from the real estate's new value.

ARTICLE F. APPLICATIONS

- F-1. GENERAL.** Interested parties should review Appendix C for FAQ's and Appendix D for a complete application.
- F-2. PRE-CONSTRUCTION.**
- a. The applicant will obtain an application (Appendix D) for tax rebate from City Hall, 703 5th St., Oswego, when obtaining a building permit application.
 - b. To complete Part I of the application, the applicant will provide the following information:
 - 1) Owner's name, phone number, and mailing address.
 - 2) Physical address of property.
 - 3) Parcel I.D. number.
 - 4) Legal description of property.
 - 5) Property type - residential, commercial, industrial, or historical. If historical, then provide proof of historical register listing.
 - 6) Current and proposed property use.
 - 7) Dates of commencement and completion of construction.
 - 9) List of buildings proposed for demolition (if applicable).
 - 10) Improvement(s) - list, total cost (actual or estimated with documentation).
 - 11) Possession of a building permit.
 - 12) School district number.
 - c. The applicant must submit a \$25.00 non-refundable fee with the application.
- F-3. FUTURE YEARS.**
- a. Upon the applicant paying the real estate tax for the subject property for the initial and each succeeding tax year extending through the specified

rebate period, and within thirty (30) days following the date of tax distribution by Labette County to other tax units, a tax rebate in the amount of the tax increment: (less an administrative fee as specified) shall be made to the owner. The tax rebate shall be made by the County Treasurer's Office of Labette County through the Neighborhood Revitalization Fund established in conjunction with the participating tax jurisdictions.

- b. If the property owner/applicant allows any tax or assessment to become past due or delinquent during the term of participation in the program, the owner/applicant will be disqualified and any current or future rebates will be denied.

ARTICLE G. TAX REBATE

- G-1. PROGRAM PERIOD.** The Neighborhood Revitalization program extends from October 1, 2019 to October 1, 2024. The City reminds applicants that this period pertains to the time in which individuals have to **apply**.
- G-2. REBATE PERIOD.** The rebate period pertains to the length of time each **approved** application lasts.
- G-3. REBATE PERCENTAGE.** The rebate percentage applies to the incremental increase in taxes associated with the revitalization project, less the administrative fee of 5% being retained by the County. The exact rebate amount may change with any changes to the mill levy. This Plan does not affect the current appraisal value.

RESIDENTIAL AND AGRICULTURAL

NEW CONSTRUCTION OR REHABILITATION

Year	Percentage
1-5	100%

COMMERCIAL, INDUSTRIAL AND/OR HISTORICAL

New Construction or Rehabilitation

Year	Percentage
1-10	100%

APPENDIX C. FREQUENTLY ASKED QUESTIONS

I. What is the Neighborhood Revitalization Act?

During the 1994 legislative session, lawmakers passed Senate Bill 732 that provides tax rebates for new construction and the rehabilitation of existing structures. Each municipality may adopt a plan and designate an area in which it wants to promote revitalization, conservation, or redevelopment. The City Council of Oswego took action to encourage the activity.

II. What is a "tax rebate?"

It is a refund of the property taxes that would otherwise be payable on the actual value added to a property due to a qualified improvement. The rebate only applies to the additional, or incremental, taxes resulting from the increase in the assessed value of the property due to the improvement. The Neighborhood Revitalization Plan does not reduce or remove the taxes relating to the assessed value on the property before the improvement. The property owner will continue to pay property taxes.

III. How large will the rebate be?

The exact amount will vary each year with changes to their tax amount. The new appraised value of the property may not increase in proportion to how much money the property owner spent on the improvement(s).

IV. How is "structure" defined?

"Structure" means any building, wall, or other structure, including the building and improvements to existing structures and fixtures assimilated to the real estate. It does not include residential accessory structures, except garages.

V. What is a "qualified improvement?"

A qualified improvement to a structure includes new construction, rehabilitation, and additions. Residential properties require a minimum of a \$5,000 investment in the improvement. Commercial properties require a minimum of a \$10,000 investment in the improvement.

VI. How long does the tax rebate run under the Neighborhood Revitalization Plan?

Under the City of Oswego's Plan, individuals have five (5) years October 1, 2019 to September 30, 2024 (the Interlocal Agreement's period of duration) - in which to apply for a tax rebate. A property owner may apply for a tax rebate as appropriate any time during the program, at least within ninety (90) days of issuance of a building permit. The tax rebate for approved applications will remain in effect for five (5) years for residential properties and (10) years for commercial and/or historical properties. Any project begun between October 1, 2019 and September 30, 2024 with an approved tax rebate application will receive the rebate.

VII. Can property taxes be eliminated using the tax rebate?

No, some taxes will always exist on the property. Under the Neighborhood Revitalization Plan, the existing assessed value of the property with the resulting taxes before any improvements will continue.

VIII. If the property sells, what happens to the rebate?

The tax rebate transfers with the ownership of the property.

IX. How do individuals begin?

Obtain an application form from the Oswego City Hall, 703 5th St., Oswego, Kansas. Staff will provide instructions on completing the application. Individuals must apply for the rebate within ninety (90) days of receiving a building permit.

Part II

For Completion by City Superintendent

Estimated Date of Completion _____

Project Completed Yes No

By _____ Date _____
(City Superintendent's Signature)

Part III

To the Labette County Clerk's Office:

As of _____, taxes and special assessments on this parcel of property are, are not delinquent.

By _____ Date _____
(County Clerk's Office)

Part IV

Office of City Clerk:

As of _____, all receipts have been received verifying the minimum expenditure required for participation in the Plan.

By _____ Date _____
(City Clerk's Office)



Office of
Labette County Counselor

Brian K. Johnson
County Counselor
bjohnson@labettecounty.com

www.labettecounty.com

Labette County, Kansas

NEIGHBORHOOD REVITALIZATION CONDITIONAL REQUIREMENTS

Dear Applicant:

You have applied to receive tax rebates on certain property under your city's Neighborhood Revitalization Plan. As a **CONDITION** to receiving this benefit you must meet certain requirements under the specific plan. Labette County, by agreement with your city and with you, requires that you do the following:

1. You, as owner/applicant, cannot be delinquent on **ANY** tax payment or special assessments on any property owned by you in Labette County.
2. During the term of your agreement with the city you cannot allow any tax on real or personal property, including any special assessments, to become past due or delinquent.

If you owe any past due or delinquent taxes at the time of application you will be disqualified. If you allow any tax or assessment to become past due or delinquent during the term of your agreement with the city, then Labette County will consider the agreement void and any current or future rebates will be denied.

You are allowed to pay non-delinquent taxes in halves on or before such dates as may be set by the State of Kansas from time to time.

In consideration of Labette County's agreement to rebate your taxes on your property under the city's Neighborhood Revitalization Plan, you must agree to the above terms and conditions and acknowledge the same by signing below.

Dated _____, 20____.

Applicant

Applicant

Physical Address of Project

Neighborhood Revitalization Plan



Agenda Item #: VI.F.
Date: August 8, 2019

SUBJECT

Review of Board Policy

REASON FOR CONSIDERATION BY THE BOARD

Per Policy 1.13, adopted 12/12/00, the President would conduct a review and update the policies of the Board of Trustees.

BACKGROUND

Updated/created the following policies for review:

Policy 7.01 Administrators and Professional Staff: Conditions of Employment
Policy 8.01 Educational Support Staff: Conditions of Employment

The attached exhibits show the proposed changes.

PRESIDENT'S RECOMMENDATION

That the Board of Trustees review Policy 7.01 Administrators and Professional Staff: Conditions of Employment and Policy 8.01 Educational Support Staff: Conditions of Employment. We will request action to be taken at the September Board Meeting.

POLICY 7.01**ADMINISTRATORS AND PROFESSIONAL STAFF:
CONDITIONS OF EMPLOYMENT**

Administrators and professional staff provide leadership and management of instruction, student development, administrative and financial services, and other College functions that support the mission of the College. The President is the chief executive officer and is responsible for general administration of the College, as specified in a position description approved by the Board of Trustees and as approved in Policy 1.04 Membership of Board (F). The chief executive officer will administer the affairs of the institution and may delegate to any officer, employee, student, or committee any part of such authority or such duties, unless prohibited by statutes, or policies of the Board of Trustees.

Whereas "conditions of employment" relate to the acquisition, allocation and/or expenditure of resources (fiscal, human, and/or physical), and contracts/employment confirmation letter for administrators and professional staff require approval of the Board of Trustees. These conditions of employment are considered policy statements which are subject to approval by the Board of Trustees.

Procedures in support of these policy statements may be approved by the President.

- A. General: All sections below constitute the conditions of employment under which administrators and professional staff are employed. Each notice of appointment (contract issuance/employment confirmation letter for administrators and professional staff) will incorporate by reference these conditions of employment. Such notice will provide that acceptance of the notice of employment is recognition that these conditions of employment are applicable.
- B. Employment procedures
Employment of administrators and professional staff will conform to all applicable federal, state, and local laws, ordinances and regulations, as well as policies of the Board. The need for administrators and professional staff will be determined by the President, and recruitment and selection will be consistent with procedures developed by the Human Resource Office. Contracts/employment confirmation letter for administrators and professional staff require approval of the Board of Trustees. An official transcript/proof of education/appropriate credentials are required upon offer of employment and before the contract/employment confirmation letter is presented.
- C. Terms of appointment
Administrators and professional staff perform duties and responsibilities as assigned by the President and/or designees.

Appointments which are dependent on funding from a specific source(s) other than College district budgeted funds will so state in the notice of appointment. Appointments,

including compensation or working conditions, dependent on non-College funds may be changed or terminated when the funding has been changed or no longer available.

D. Compensation

Salary ranges for administrators and professional staff are determined by the President, with contracts and employment confirmation letters for new hires after 8/29/11 subject to approval of the Board. Salaries for reappointments will depend upon available funding. Employees hired before 8/29/11 will continue to receive a contract unless otherwise notified by date specified in contract.

E. Employment Evaluation

All administrators and professional staff are evaluated by their immediate supervisor at least two times per fiscal year during their first two full years of employment and at least annually thereafter. Special evaluations may be conducted any time the immediate supervisor feels it is appropriate. At every evaluation, the administrators' and professional staffs' performance is reviewed with the respect to his/her position description and other performance factors. The evaluation is designed to provide a means of two-way communication between the employee and supervisor. It also serves as a means of employee development, by pointing out both strong and weak points in an individual's performance.

Evaluation will be conducted in compliance with approved policy and procedures.

F. Promotion, Reassignment and/or Transfers

The mission of Labette Community College (LCC) and external forces sometimes require changes to meet or better serve the needs of our students and service area. Accordingly, the College will from time to time find it necessary to create new positions or modify the duties of existing ones or reassign employees from one position to another.

Because the College values its staff, LCC attempts to provide reasonable opportunities for promotion and transfer to current employees. Announcements of educational support administrative, faculty and professional staff vacancies will be made available to all appropriate personnel with instructions for applying. The College also provides opportunities for employees to improve their employability through opportunities to obtain additional education and to attend professional development workshops and seminars.

LCC also attempts to pay its employees as fairly as circumstances allow. However, when the College finds it necessary to modify an existing position, it is important to remember that not all job title changes or additions of new responsibilities or job complexity are sufficient to qualify the employee for a promotion or raise.

Promotion - A promotion is defined as movement from one position to another that entails a marked increase in: (1) the complexity of duties and/or (2) the addition of increased responsibilities sufficient to merit the assignment of a new job or position title

change that also (3) qualifies for inclusion into a higher salary range and carries a higher compensation.

Promotions will normally be made using the College's regular hiring procedure to ensure that all interested qualified employees receive consideration for the position. The President may promote administrators and professional staff by direct appointment when, in his/her best judgment, the best interests of the College will be served by passing regular procedure and directly making such an appointment.

Promotions should also be based on other appropriate factors as well, including personal development and performance of current responsibilities.

Salary Adjustment: A salary adjustment is defined as a one-time increase in salary granted to an employee within his/her salary range given to: (1) recognize that employee's outstanding performance of his/her duties, or (2) to address an inequity between the employee's pay and similarly situated persons, or (3) to recognize and increase in the employee's value to the College due to market forces.

Planned adjustments or promotions based on the restructuring of an existing position through the addition of new job responsibilities or more complex job duties or creation of a new position must be made by the Vice President of Finance and Operations in collaboration with the Director of Human Resources. The Director of Human Resources (HR) is responsible for ensuring that promotions/salary adjustments are made in a manner consistent with the College compensation plan and past practice. In the case of disagreement, the Vice President of Finance and Operations will decide the issue.

Reassignment - A reassignment is defined as an administratively initiated transfer of an employee from one position to another. Reassignments are not required to be voluntary in nature, although the administration will consider the concerns of the employee being reassigned whenever possible.

The President may reassign administrators and professional staff within the College when, in his/her judgment, the best interests of the College will be served by such a reassignment. Such action will not negatively affect the salary or benefits of the employee under contract during the fiscal year(s) in which the action takes place. However, the employee's salary may be frozen or lowered in years subsequent to the expiration of the fiscal year (s) in effect when the reassignment occurs. Such action may negatively affect the salary or benefits of the employee on an employment letter during the fiscal year(s) in which the action takes place. The President may alter or amend assigned duties, change titles or reassign employees at any time.

Transfer - A transfer is defined as a voluntary, employee-initiated movement from one position to another within the same salary range or to a lower salary range. Any employee transferring from one position to another within the same salary range should not have an expectation of receiving an increase in salary. The College may raise a transferring employee's salary in cases where an issue of equity exists.

In cases where an employee elects to transfer to a position on a lower salary range, the employee will be placed at approximately the same position on the lower salary range as the employee held on the higher salary range. For example, a director level employee whose salary is at the 25th percentile of the director salary range moving to a coordinator salary range position would be placed approximately at the 25th percentile of the coordinator salary range and receive a proportional salary reduction as a result.

G. Work Schedule

Hours: The normal week for administrators and professional staff is thirty seven and one-half (37 1/2) hours per week from 8:00 a.m. to 4:30 p.m., Monday through Friday, with one (1) hour for lunch period. For seasonal requirements or special work demands, additional hours may be required.

Administrators and exempt professional staff are not entitled to overtime pay or compensatory time off for hours worked in excess of the College's normal workweek. Nonexempt professional staff will be offered overtime or compensatory time off under the terms of the College's Educational Support Staff Compensatory Time Procedure.

The normal workweek during the summer work schedule will generally be from 7:00 a.m. to 4:30 p.m., Monday through Thursday, with a forty-five (45) minute lunch period.

Specified summer hours shall be determined by the President in the spring of each year.

H. Absence and Tardiness

Punctuality and regular attendance are an important factor in consideration for job retention and promotion. If an administrator or professional staff is going to be late or absent, the immediate supervisor should be notified. (*See notification requirements*)

I. Wage and Salary: Pay Periods

Paychecks for all administrators and professional staff are issued on the 20th of each month. If the 20th falls on a Saturday, Sunday or other College recognized holiday, paychecks will be distributed on the preceding working day. Pay checks received are based on wages earned in accordance with the individual administrator's and professional staff's contract/employment confirmation letter provision.

Paychecks: must be picked up by the employee or there must be a signed authorization before another person can receive an employee's check.

Direct deposit is available for full time employees.

J. Payroll Deductions

Payroll deductions are made as required for Federal Income Tax, Kansas State Income Tax, and Kansas Public Employees Retirement System. If authorized by the employee in writing and approved by the Human Resource Office, other deductions will be made as desired by the employees.

If an employee discovers an error on their paycheck, they should immediately contact the payroll benefits accountant, the vice president of finance and operations, or the human resource director and the business office will timely respond to the complaint. If an improper deduction has occurred, the employee will be reimbursed and the office will make a good faith commitment to future compliance.

If there is any change in a dependency status it is the individual's responsibility to advise the Human Resource Office to this effect.

K. Pay Increases

Compensation for each administrator and professional staff shall be reviewed annually by the administration and the Board of Trustees. Recommended increases based on such revision take effect at the beginning of the fiscal year, July 1st. Salary adjustments may be granted at other times of the year to allow for promotions, job reclassifications or recently hired personnel.

L. Health Insurance

Health insurance benefits will be provided for full-time and or part time employees working 20 or more hours a week as per the position description. Except as provided through an individual employee contract/employment confirmation letter, the Board of Trustees will pay 90 percent of a single membership. In addition to single membership, if an employee desires family coverage, employee and spouse, or employee and child, payroll deductions from the employee's pay will be made for the above options.

Participation in the insurance plan, at least for single membership, is mandatory for all employees, unless the employee can provide evidence of group coverage by another insurance carrier.

Employees who work more than 630 hours per year and/or more than 12.5 hours per week but less than 19 hours a week are eligible for part time health insurance benefits at the part time rate.

Details concerning this policy and related procedures may be obtained from the Human Resource Office.

M. K.P.E.R.S.

Membership in Kansas Public Employees Retirement System is mandatory for all full-time College employees or employees working more than 630 hours a year and not considered seasonal or temporary. Information concerning the program is available in the Human Resource Office.

N. Social Security

Labette Community College participates in the Federal Program of Social Security. Deductions are made as required by law.

O. Workers Compensation

Each employee of the College is covered by workers compensation covering injuries arising out of, and in the course of, one's employment with the College. LCC utilizes a preferred physician; see Policy/Procedure 10.17 Return to Work Program when employees are injured at work. Any injury received on the job must be reported to the employee's immediate supervisor within 24 hours per Procedure 10.17 Return to Work Program form, Appendix C. The supervisor in turn will file a written report of accident, Procedure 10.17 Return to Work Program form, Appendix D, with the Human Resource Office.

Employees not eligible for the Return to Work Program may elect to use sick leave time, apply to the Labette Community College Sick Leave Bank or receive work compensation lost wage payments currently paid at 67%. However, employees are not allowed to receive sick leave and lost wage compensation for the same lost days of work. Waiting period for temporary total disability (TTD) applies to the first seven days claimant is off work. If worker is off for three consecutive weeks, then employer shall pay worker TTD for waiting period. (See also Policy/Procedure Return to Work Program, 10.17, *Sick Leave & FMLA policy*).

P. Holidays

The following holidays will be observed annually:

1. New Year's Day
2. Martin Luther King Day
3. Week of Spring Break
4. Good Friday
5. Memorial Day
6. Week of Independence Day
7. Labor Day
8. Veteran's Day
9. Week of Thanksgiving Day
10. Christmas Day

Additional holidays may be observed during the holiday recess or at other times as announced by the President. (*See also Policy 7.06*)

Q. Vacation & Personal Days

Vacation leave is accrued at one day a month for Administrators and Professional Staff hired to work 12 months per year and 20 or more hours per week. For full time in the fifth year of employment, vacation shall accrue at the rate of 20 days per year based upon anniversary date of employment. For three-quarter time, vacation will accrue at 5.62 hours and one-half time, 4.00 hours monthly. Initial employment after the 15th of any month shall not earn a vacation day credit but the first of the following month shall be used for leave credit purposes. Except for emergency leave and termination, new employees are not authorized to take vacation leave until a six (6) month period of employment has elapsed. (*See Policy 7.07 for Recording Vacation Time*).

Administrators and professional staff hired to work nine to eleven months per year on a (½) one-half time or more basis will not be granted vacation time. Instead of vacation, they will be granted four personal days per fiscal year that may be used in the same manner as vacation. These days will not accrue.

Vacation leave and personal days may be accumulated to a maximum of thirty (30) days. At the termination of employment, the employee will be compensated at their current rate of pay for earned but unused vacation or personal days. Vacation leave or personal days shall be taken in increments of no less than one hour and is granted at the convenience of the institution. Annual vacation requests should be submitted as far in advance as possible and at least thirty (30) days if at all possible.

R. Sick Leave

Each Administrators and Professional Staff hired to work 12 months per year on a 20 hours per week or more basis can accumulate up to 7.5 hours, (one day) of sick leave credit for each month of employment. For full time, sick leave shall accrue at the rate of 7.5 hours or 12 days per year. For three-quarter time, sick leave will accrue at 5.62 hours and one-half time, 4.00 hours monthly. Initial employment subsequent to the fifteenth of any month shall not be considered a month of employment for leave credit.

Administrators and professional staff hired to work nine to eleven months per year on a (½) one-half time or more basis will not accrue sick leave. They will be granted 10 days of sick leave per fiscal year.

Employees who have accrued 30 days of sick leave at the end of any fiscal year, will have accumulating factors eliminated and will be granted 90 days sick leave. If fewer than 30 days are accrued, accumulating factors go back into place until 30 days are accrued. In no case shall an employee be allowed to accrue more than 90 days of sick leave. If an employee elects to contribute days to the sick leave bank, his/her sick leave days will be decreased by that number of days up to a maximum of five (5) days per contribution period.

Sick leave shall not be payable until an employee is absent from work because of illness or injury including illness caused or contributed to by pregnancy. The College reserves the right to require medical confirmation for illnesses/injuries lasting 3 working days or more.

Sick Leave Usage: For purposes of clarifying Policy 7.01 (R) Conditions of Employment and determining eligibility under the Sick Leave section, the first sentence of the fifth paragraph will be interpreted as if it read: Up to fifteen (15) days of accumulated sick leave may be used in each calendar year for an illness or a death in the immediate family (husband, wife, father, mother, son or daughter or any person who is wholly dependent on the employee).

Additionally, within the 15-day limitation, accumulated sick leave can be taken for the care of an illness which is catastrophic or life threatening and/or death of, brother, sister, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandmother, or grandfather.

A catastrophic illness is defined as a severe condition or combination of conditions affecting the mental or physical health of the patient. Such illness must be severe, continuing and unusual. The President may approve additional days in unusual circumstances. (See also 7.08 - Administrator and Professional Staff sick leave and 7.09- Sick Leave Bank.)

Employees may have rights to additional unpaid leave through the Family and Medical Leave Act see **Policy 2.08, Family and Medical Leave Act (FMLA) Compliance** for details.

Employees who find they are unable to be present for the discharge of their assigned duties will call their immediate supervisor as far in advance as possible. If the duration of the absence is unknown, a call will be made to the immediate supervisor. It is the employee's responsibility to complete and submit for approval the Request for Leave form for each absence.

At the termination of employment, no sick leave benefits will be paid for accumulated but unused sick leave.

S. Sick Leave Bank

Occasionally, an employee who is eligible for sick leave experiences a catastrophic injury or illness at a time when the employee has exhausted his/her sick leave days. To demonstrate compassion and provide charitable assistance to fellow employees, a sick leave bank will be established to allow full-time employees to donate accrued sick leave days according to procedures approved by the President. (*See Sick Leave Bank Procedure*)

T. Military Leave

The College will comply with all military leave laws.

U. Educational Benefits

Labette Community College will scholarship tuition, incidental and material fees for the employee, spouse, and all dependent children of any employee who works 20 hours or more per week for courses taken for credit at the College. The enrollee shall pay for tuition, material and incidental fees for noncredit courses, seminars, and workshops. (*See Policy 7.10 for Book Loans and Policy 7.11 for Taking Classes during Working Hours*)

V. Cafeteria Plan

Professional Employees may elect to participate in an optional Security Flex 125 program administered through a financial service company. The program includes medical reimbursement, disability income insurance, group life insurance, and a cancer policy.

W. Tax Sheltered Annuity Proposal

LCC will match contributions of up to \$55 per month or \$660 per year to a tax sheltered annuity. Employer contributions will vest according to the following schedule:

Years of Service (from date of hire)	Vesting %
5	25%
6	40%
7	55%
8	70%
9	85%
10	100%

Note: Regardless of previous years of service, the vesting years will begin at your most recent hire date.

X. Discipline and Termination

As part of their supervisory responsibilities, Labette Community College supervisors must provide continuing guidance to employees they supervise and take prompt, appropriate action for correcting any behaviors which deviate from acceptable standards or what is considered to be unsatisfactory performance of duties. Supervisors are urged to deal with infractions of acceptable standards through informal approaches such as advisement, closer supervision and verbal conferences. If the same unsatisfactory performance or misconduct persists, more severe measures will be taken. When further action becomes necessary, the supervisor will comply with appropriate steps as outlined in Policy 2.16 Performance Improvement and Procedure 2.16 Performance Improvement.

Y. Grievance

Introduction

This procedure is provided to resolve complaints of employees concerning the application or interpretation of Board policies and procedures of the College or any Board policy or administrative regulations affecting the terms and conditions of service by employees not covered by the terms and conditions of a collective bargaining agreement with the College. For the purpose of this document, an "administrative regulation" is a procedure that is included in the procedures manual and has been approved by the President.

Time limits are given herein for prompt action. If the employee presenting the problem does not appeal from one step to the next within the time limit stated, the case will be considered closed and no further appeal is permitted. If the employee does not receive a response within the time limit stated, the employee may appeal to the next level. The time limits may be extended by mutual written consent of the parties.

Definition

1. The term "employee" shall include full-time administrators and professional staff not covered by the terms and conditions of a collective bargaining agreement with the College.
2. The term "working days" shall mean calendar days excluding Saturday, Sunday and College holidays. Interpretation of working days shall be the responsibility of the Director of Human Resources.
3. The term "policies and procedures" shall include policies approved by the Board of Trustees or procedures in the procedures manual, which have been approved by the President. A non-renewal notice by the College is not a grievable action.

Procedures

Level 1 – The employee shall first submit the grievance in writing to his/her immediate supervisor, using the appropriate grievance form within five (5) working days of the incident in question. The supervisor shall respond to the employee's complaint within five (5) working days from the date he/she receives the grievance. In the event that a grievance is initiated as a result of the action taken as a disciplinary procedure and the employee so wishes, Level 1 may be eliminated and the procedure may begin at Level 2.

Level 2 – If the grievance is not satisfactorily resolved with the employee's immediate supervisor, then such employee may submit the grievance in writing using the appropriate grievance form to the employee's next highest-ranking supervisor. This step must be taken within five (5) working days after receipt of such grievance.

This same process of appeal in Level 2 will continue until a decision of the supervising vice president has been issued. In the case where no vice president is within the chain of command, the highest-ranking position, which reports to the president, will be considered an equivalent.

Level 3 – If the employee's grievance is not satisfactorily resolved with her/his Vice President, the employee may submit such grievance in writing on the appropriate grievance form to the office of the President. This step must be taken within five (5) working days after the Vice President's decision to the employee under Level 2. The President (or designee) will review the employee's grievance and make a decision in writing within ten (10) working days, which shall be final and binding.

In the case of a decision to terminate employment, the employee may file a written request for appeal to the Board of Trustees. Such written appeal will be filed with the Secretary-Clerk of the Board within fifteen (15) working days after receipt of the termination notice. The Board of Trustees will respond to the request for appeal within

forty-five (45) working days of the date of receipt of the written request for appeal. The employee will be entitled to a hearing with the Board.

Z. Reduction in Force

If the Board decides that the size of non-instructional staff must be reduced, guidelines in the following rule shall be followed:

The educational goals and needs of the college, individual qualifications, certifications, training, skills, evaluations, interests and length of service shall be considered.

If all have similar qualifications, certifications, training, skills, evaluations, and interests, the non-instructional staff who best meets the needs of the college, considering the factors outlined above and any other relevant factors will be retained.

Any employee who has not been reemployed as a result of the non-instructional staff reduction shall be considered for reemployment if a vacancy exists for which the non-instructional staff would qualify. The president will recommend to the Board reinstatement of any non-instructional staff he/she seems qualified and able to serve the best interests of the College. The Board shall not be required to consider reinstatement of any non-instructional staff after a period of one year from the date of exit.

Assistance for those affected by reduction in force:

- Extension of the tuition and fee fringe benefit policy for a period of one academic year for employee/end of same semester for dependents
- Use of the LCC Student Success Center/Library or computer labs for resume preparation and or job searches up to one year

Revised: 3/9/17, 7/20/17, 7/12/18

Reviewed:

POLICY 8.01 EDUCATIONAL SUPPORT STAFF: CONDITIONS OF EMPLOYMENT

Educational Support Staff provides a variety of services in support of instructional, student development, and administrative services activities to achieve the mission and purposes of the College. Whereas "conditions of employment" relate to the acquisition, allocation and/or expenditure of resources (fiscal, human, and/or physical), these conditions of employment are considered policy statements, which are subject to approval, by the Board of Trustees.

Procedures in support of these policy statements shall be approved by the President.

A. Employment Procedures

Employment of Educational Support Staff will conform to all applicable federal, state, and local laws, ordinances and regulations, as well as policies of the Board. A transcript/proof of education/appropriate credentials are required upon offer of employment.

B. Compensation

Salaries for Educational Support Staff are determined through the Educational Support Staff Salary Schedule and approved by the President. (*See Policy 8.12 for Shift Differential pay*)

C. Definition of Educational Support Staff

"Educational Support Staff" includes all full-time Labette Community College personnel except part-time faculty, administrators, professional staff, and those covered by a collective bargaining agreement. Educational Support Staff personnel shall not be employed for any specified term.

Full-time hours per week employees are those persons who work 39 consecutive weeks or more with a minimum of 20. All full-time employees are entitled to receive all fringe benefits provided by the College.

Part-time employees are those persons who work as the need arises or on a schedule of fewer than twenty (20) hours per week and are not entitled to any fringe benefits.

Part-time employees may work a maximum of 40 hours per week for a limited period of time.

D. Employment Evaluation

All Educational Support Staff are evaluated by their immediate supervisor at least two times a school year for the first two full years of employment and at least annually thereafter, but may be evaluated more often at the discretion of the supervisor. At this time the employee's performance is reviewed with respect to his or her position description and other performance factors. The evaluation is designed to provide a means

of two-way communication between employee and supervisor. It also serves as a means of employee development, by pointing out both strong and weak points in an individual's performance. Evaluation is also used to determine if an employee should be retained or dismissed from employment.

E. Promotion, Reassignment and/or Transfers

The mission of Labette Community College (LCC) and external forces sometimes require changes to meet or better serve the needs of our students and service area. Accordingly, the College will from time to time find it necessary to create new positions or modify the duties of existing ones or reassign employees from one position to another.

Because the College values its staff, LCC attempts to provide reasonable opportunities for promotion and transfer to current employees. Announcements of educational support, administrator, faculty and professional staff vacancies will be made available to all appropriate personnel with instructions for applying. The College also provides opportunities for employees to improve their employability through opportunities to obtain additional education and to attend professional development workshops and seminars.

LCC also attempts to pay its employees as fairly as circumstances allow. However, when the College finds it necessary to modify an existing position, it is important to remember that not all job title changes or additions of new responsibilities or job complexity are sufficient to qualify the employee for a promotion or salary adjustment.

Promotion- A promotion is defined as movement from one position to another that entails a marked increase in: (1) the complexity of duties and/or (2) the addition of increased responsibilities sufficient to merit the assignment of a new job or position title change that also (3) qualifies for inclusion into a higher salary range and carries a higher compensation.

Promotions will normally be made using the College's regular hiring procedure to ensure that all interested qualified employees receive consideration for the position. The President may promote Educational Support Staff by direct appointment when, in her/his judgment, the best interests of the College will be served by bypassing regular procedure and directly making such an appointment. Promotions should also be based on other appropriate factors as well, including personal development and performance of current responsibilities.

Salary Adjustment - A salary adjustment is defined as a one-time increase in salary granted to an employee within her/his salary range given to: (1) recognize that employee's outstanding performance of his/her duties, or (2) to address an inequity between the employee's pay and similarly situated persons, or (3) to recognize an increase in the employee's value to the College due to market forces.

Planned salary adjustments or promotions based on the restructuring of an existing position through the addition of new job responsibilities or more complex job duties or creation of a new position must be made in collaboration with the Director of Human

Resources (HR). The Director of HR is responsible for ensuring that promotions/salary adjustments are made in a manner consistent with the College compensation plan and past practice. In the case of disagreement, the Vice President of Finance and Operations will decide the issue.

Reassignment - A reassignment is defined as an administratively initiated transfer of an employee from one position to another. Reassignments are not required to be voluntary in nature, although the administration will consider the concerns of the employee being reassigned whenever possible.

The President may reassign Educational Support Staff within the College when, in her/his judgment, the best interests of the College will be served by such a reassignment. Such action may include freezing or lowering the effected employee's salary to place the employee appropriately in the salary range of the new position. The President may alter or amend assigned duties, change titles or reassign employees at any time.

Transfer - A transfer is defined as a voluntary, employee-initiated movement from one position to another within the same salary range or to a lower salary range. Any employee transferring from one position to another within the same salary range should not have an expectation of receiving an increase in salary. Although the College may raise a transferring employee's salary in cases where an issue of equity exists.

In cases where an employee elects to transfer to a position on a lower salary range, the employee will be placed at approximately the same position on the lower salary range as the employee held on the higher salary range. For example, an OPSS I level employee whose salary is at the 25th percentile of the that salary range moving to an OPSS II salary range position would be placed approximately at the 25th percentile of the OPSS II salary range and receive a proportional salary reduction as a result.

F. Work Schedule

Hours - The normal week for Educational Support Staff personnel is thirty seven and one-half (37 1/2) hours per week from 8:00 a.m. to 4:30 p.m., Monday through Friday, with one (1) hour for lunch period. For seasonal requirements or special work demands, a Dean of Instruction may alter the official workweek.

The workweek of the summer work schedule will generally be from 7:00 a.m. to 4:30 p.m. Monday through Thursday with a forty-five (45) minute lunch period.

Specified summer hours shall be determined by the President in the spring of each year.

G. Absence and Tardiness

Punctuality and regular attendance are an important factor in consideration for job retention and promotion. If an employee is going to be late or absent, he/she should notify his/her immediate supervisor. (See additional information on notification and recording)

H. Wage and Salary

1. *Pay Periods*

Paychecks for all Educational Support Staff personnel are issued on the 20th of each month. If the 20th falls on a Saturday, Sunday or other College recognized holiday, paychecks will be distributed on the preceding workday. Paychecks received are based on wages earned from the 16th of the previous month through the 15th of the current month.

Payroll checks must be picked up by the employee or there must be a signed authorization before another person can receive an employee's check.

Direct deposit is available for full time employees.

2. *Payroll Deductions*

Payroll deductions are made as required for FICA, Federal Income Tax, Kansas State Income Tax, and Kansas Public Employee Retirement System. If authorized by the employee in writing and approved by the Human Resource Office, other deductions will be made as desired by the employee.

If an employee discovers an error on their paycheck, they should immediately contact the payroll benefits accountant, the vice president of finance and operations, or the human resource director and the business office will timely respond to the complaint. If an improper deduction has occurred, the employee will be reimbursed and the office will make a good faith commitment to future compliance.

If there are any changes in a dependency status it is the employees' responsibility to advise the Human Resource Office of the change.

3. *Compensatory Time*

Statement of Principle

Labette Community College's practice is to comply with the requirements of all federal and state employment laws. To comply with the provisions of the Fair Labor Standards Act, the following procedure is established to: ensure compliance with the compensatory time provisions of the FLSA, promote equitable treatment of all non-exempt staff and provide for adequate record keeping to administer the compensatory time procedure of Labette Community College.

Procedure

The Director of Human Resources shall be responsible for the implementation and administration of this procedure including the maintenance of the master

compensatory time file for all non-exempt (hourly) employees. All non-exempt employees of Labette Community College are eligible for participation in the Compensatory Pay Procedure with approval of their supervisor.

For all non-exempt (hourly) staff, all hours worked in excess of the normal workday must be approved in advance by the appropriate supervisor and recorded on forms provided by the Human Resource department. It is understood that all hours in excess of 37 ½ hours actually worked during the regular workweek by non-exempt staff will be paid as overtime or accrued as compensatory time. Employees who work extra hours without the permission of their supervisor may be subject to disciplinary action.

In the absence of a written work rule on file in the payroll office, it will be assumed that all hours in excess of 37 ½ worked in a regular work week are compensatory time for payroll and leave purposes. With the approval of the appropriate Dean, each department of the College which employs non-exempt staff may establish a specific department wide work rule in consultation with its non-exempt staff concerning whether hours worked in excess of 37 ½ per week will be treated as overtime or compensatory time. If there is a departmental work rule on file with payroll office, it will be considered the effective rule for payroll and leave purposes until a revised rule is received.

Any time worked over 37 ½ hours per week, which is to be handled differently than that department's usual practice must be agreed to by the appropriate Dean, supervisor and the employee in advance of the work being performed. In the event that mutual agreement cannot be reached and the supervisor requires the non-exempt employee to work the extra hours, the extra hours will be treated per the departmental work rule or this procedure if a departmental rule is not in effect.

Compensatory time will be computed at the rate of 1 and ½ hours of compensatory time for every hour worked over 37 ½ hours per workweek. If an hourly employee works more than 7 ½ hours in a day, the supervisor may elect to give the employee time off during the same week on the basis of one extra hour worked to one hour off in lieu of comp time.
(See Policy 8.05 for additional information)

Every eligible employee may accrue up to 75 hours of compensatory time (equivalent to 50 hours worked). In the event that an eligible employee accrues more than 75 hours of compensatory time, the excess over 75 hours will be paid to the employee no later than the next regular pay day following posting of the accrued hours. Payment for compensatory time in excess of 75 hours will be made at the rate currently earned by the employee.

Employees who are transferred to another department or division at the request of the College administration retain their accrued compensatory time and the new department will assume the liability. If a non-exempt employee's status is changed to being exempt by the College for any reason, the employee will be paid for all accrued compensatory time not later than the next pay day following the status change.

Employees leaving employment for any reason will be paid for all of their remaining accrued compensatory time on their final paycheck. Payment of compensatory time to employees leaving employment will be based on the higher of:

- a. the average regular rate of pay for the previous three years of employment, or
- b. the final regular rate of pay received by the employee prior to termination.

All compensatory time taken by non-exempt employees will be reported to payroll using College leave forms. (See Policy 8.05)

Under FLSA rules, employers must make compensatory hours readily available for use by their employees and may set reasonable limitations on use. Employees will notify their supervisor of their intent to take compensatory time no less than 2 full working days (a week's notice is preferred) prior to the start of such leave except in exceptional circumstances. Supervisors will grant the leave requested unless doing so will unreasonably disrupt the operations of the department. (Refusal due to simple inconvenience to the supervisor or department will not be considered an acceptable reason to deny leave.)

Employees who feel they have unreasonably been denied the opportunity to use compensatory time by their supervisor may appeal their supervisor's decision directly to the Director of Human Resources. The Director of Human Resources will consult with the appropriate Dean or the President, in cases where the supervisor is also the Dean, as soon as it is practical and they will jointly reach a decision on the matter that will be final.

4. *Employment Letter*

Educational Support Staff employees will receive an employment confirmation letter when hired after 8/29/11. This is an employment-at-will position and your employment may be terminated at will and no oral statements or statements in the LCC Policy/Procedure Manual are intended to create a right to continuing employment.

5. *Pay Increases*

Each employees' compensation shall be reviewed annually by the administration and the Board of Trustees. Recommended increases take effect at the beginning of the fiscal year, July 1st. Wage adjustments may be granted at other times of the year to allow for promotions, job reclassification or recently hired personnel. See Also Procedure 10.03 Classification Appeal/Review and Procedure 10.030 Administrative Classification Appeal/Review)

I. Health Insurance

Health insurance benefits will be provided for full-time employees and or part time employees working 20 or more hours a week as per the position description. Except as provided through an individual employee contract, the Board of Trustees will pay 90 percent of a single membership. In addition to single membership, if an employee desires family coverage, employee and spouse, or employee and child, payroll deductions from the employee's pay will be made for the above options.

Participation in the insurance plan, at least for single membership, is mandatory for all employees, unless the employee can provide evidence of group coverage by another insurance carrier.

Employees who work more than 630 hours per year and/or more than 12.5 hours per week but less than 19 hours a week are eligible for part time health insurance benefits at the part time rate.

Details concerning this policy and related procedures may be obtained from the Human Resource Office.

J. K.P.E.R.S.

Membership in Kansas Public Employees Retirement System is mandatory for all full-time College employees or employees working more than 630 hours a year and not considered seasonal or temporary. Information concerning this program is available in the Human Resource Office.

K. Social Security

Labette Community College participates in the Federal Program of Social Security. A required deduction is made from the employees' paycheck with a matching contribution made by the College.

L. Workers Compensation

Each employee of the College is covered by workers compensation covering injuries arising out of, and in the course of, one's employment with the College. LCC utilizes a preferred physician; see Policy/Procedure 10.17 Return to Work Program when employees are injured at work. Any injury received on the job must be reported to the employee's immediate supervisor within 24 hours per Procedure 10.17 Return to Work Program form, Appendix C. The supervisor in turn will file a written report of accident, Procedure 10.17 Return to Work Program form, Appendix D, with the Human Resource Office.

Employees not eligible for the Return to Work Program may elect to use sick leave time, apply to the Labette Community College Sick Leave Bank or receive work compensation lost wage payments currently paid at 67%. However, employees are not allowed to receive sick leave and lost wage compensation for the same lost days of work. Waiting period for temporary total disability (TTD) applies to the first seven days claimant is off work. If worker is off for three consecutive weeks, then employer shall pay worker TTD for waiting period. (See also Policy/Procedure, Return to Work Program, 10.17, *Sick Leave & FMLA policy*).

M. Holidays

The following holidays will be observed annually:

1. New Year's Day
2. Martin Luther King Day
3. Week of Spring Break
4. Good Friday
5. Memorial Day
6. Week of Independence Day
7. Labor Day
8. Veteran's Day
9. Week of Thanksgiving Day
10. Christmas Day

Additional holidays may be observed during the holiday recess or at other times as announced by the President. (See Policy 8.06 for further information.)

N. Vacation

Vacation leave is accrued at one day a month for Educational Support Staff hired to work 12 months per year and 20 or more hours per week. For full time in the fifth year of employment, vacation shall accrue at the rate of 20 days per year based upon anniversary date of employment. For three-quarter time, vacation will accrue at 5.62 hours and one-half time, 4.00 hours monthly. Initial employment after the 15th of any month shall not earn a vacation day credit but the first of the following month shall be used for leave credit purposes. Except for emergency leave and termination, new employees are not authorized to take vacation leave until a six (6) month period of employment has elapsed.

Educational Support Staff hired to work nine to eleven months per year on a 20 hours per week or more basis will not be granted vacation time. Instead of vacation, they will be granted four personal days per fiscal or grant year that may be used in the same manner as vacation. These days will not accrue.

Vacation leave and personal days may be accumulated to a maximum of thirty (30) days. At the termination of employment, the employee will be compensated, at their current rate of pay, for earned but unused vacation and personal days. Vacation leave shall consist of no less than one hour and is granted at the convenience of the institution. Annual vacation requests should be submitted as far in advance as possible and at least thirty (30) days if at all possible. (See Policy 8.07 for further details)

O. Sick Leave

Each Educational Support Staff hired to work 12 months per year on a 20 hours per week or more basis can accumulate up to 7.5 hours, (one day) of sick leave credit for each month of employment. For full time, sick leave shall accrue at the rate of 7.5 hours or 12 days per year. For three-quarter time, sick leave will accrue at 5.62 hours and one-half

time, 4.00 hours monthly. Initial employment subsequent to the fifteenth of any month shall not be considered a month of employment for leave credit.

Educational Support Staff hired to work nine to eleven months per year on a 20 hours per week or more basis will not accrue sick leave. They will be granted 10 days of sick leave per fiscal or grant year as appropriate.

At the end of any fiscal year in which 30 days have been accumulated, all accumulating factors are eliminated and 90 days sick leave will be granted. If fewer than 30 days are accrued, accumulating factors go back into place until 30 days are accrued. If an employee elects to contribute days to the sick leave bank, his/her sick leave days will be decreased by that number of days up to a maximum of five (5) days per contribution period.

Sick leave shall not be payable until an employee is absent from work because of illness or injury including illness caused or contributed to by pregnancy. The College reserves the right to require medical confirmation for illnesses/injuries lasting 3 or more working days.

Sick Leave Usage: For purposes of clarifying Policy 8.01 (O) Conditions of Employment and determining eligibility under the Sick Leave section, the first sentence of the fifth paragraph will be interpreted as if it read: Up to fifteen (15) days of accumulated sick leave may be used in each calendar year for an illness or a death in the immediate family (husband, wife, father, mother, son or daughter or any person who is wholly dependent on the employee).

Additionally, within the 15-day limitation, accumulated sick leave can be taken for the care of an illness which is catastrophic or life threatening and/or death of, brother, sister, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandmother, or grandfather.

A catastrophic illness is defined as a severe condition or combination of conditions affecting the mental or physical health of the patient. Such illness must be severe, continuing and unusual. The President may approve additional days in unusual circumstances. (See also 8.08 - Educational Support Staff Sick Leave and 8.09 - Educational Support Staff Sick Leave Bank.)

Employees may have rights to additional unpaid leave through the Family and Medical Leave Act see Policy 2.08, Family and Medical Leave Act (FMLA) Compliance, for details.

Employees who find they are unable to be present for the discharge of their assigned duties will call their immediate supervisor as far in advance as possible. If the duration of the absence is unknown, a call will be made to the immediate supervisor. It is the employee's responsibility to complete and submit for approval the Request for Leave form for each absence.

At the termination of employment, no sick leave benefits will be paid for accumulated but unused sick leave.

P. Sick Leave Bank

Occasionally, an employee who is eligible for sick leave experiences a catastrophic injury or illness at a time when the employee has exhausted her/his sick leave days. To demonstrate compassion and provide charitable assistance to fellow employees, a sick leave bank will be established to allow full-time employees to donate accrued sick leave days according to procedures approved by the President. (See Policy 8.09 for details)

Q. Military Leave

The College will comply with all military leave laws.

R. Educational Benefits

Labette Community College will scholarship tuition, incidental and material fees for the employee, spouse, and all dependent children of any employee who works 20 hours or more per week for courses taken for credit at the College. The enrollee shall pay for tuition, material and incidental fees for noncredit courses, seminars, and workshops. (See Policy 8.10 for Book Loans and Policy 8.11 for Taking Classes during Working Hours).

S. Cafeteria Plan

Employees may elect to participate in an optional Security Flex 125 program administered through a financial service company. The program includes medical reimbursement, disability income insurance, group life insurance, and a cancer policy.

T. Tax Sheltered Annuity Proposal

LCC will match contributions of up to \$55 per month or \$660 per year to a tax sheltered annuity. Employer contributions will vest according to the following schedule:

Years of Service (from date of hire)	Vesting %
5	25%
6	40%
7	55%
8	70%
9	85%
10	100%

Note: Regardless of previous years of service, the vesting years will begin at your most recent hire date.

U. Discipline And Termination

As part of their supervisory responsibilities, Labette Community College supervisors must provide continuing guidance to employees they supervise and take prompt, appropriate action for correcting any behaviors which deviate from acceptable standards or what is considered to be unsatisfactory performance of duties. Supervisors are urged to deal with infractions of acceptable standards through informal approaches such as advisement, closer supervision and verbal conferences. If the same unsatisfactory performance or misconduct persists, more severe measures will be taken. When further action becomes necessary, the supervisor will comply with appropriate steps as outlined in Policy 2.16 Performance Improvement and Procedure 2.16 Performance Improvement.

V. Grievance

Introduction

This procedure is provided to resolve complaints of employees concerning the application or interpretation of Board policies and procedures of the College or any Board policy or administrative regulations affecting the terms and conditions of service by employees not covered by the terms and conditions of a collective bargaining agreement with the College. For the purpose of this document, an "administrative regulation" is a procedure that is included in the procedures manual and has been approved by the President.

Time limits are given herein for prompt action. If the employee presenting the problem does not appeal from one step to the next within the time limit stated, the case will be considered closed and no further appeal is permitted. If the employee does not receive a response within the time limit stated, the employee may appeal to the next level. The time limits may be extended by mutual written consent of the parties.

Definition

1. The term "employee" shall include full-time administrators, professional staff, and educational support staff not covered by the terms and conditions of a collective bargaining agreement with the College.
2. The term "working days" shall mean calendar days excluding Saturday, Sunday and College holidays. Interpretation of working days shall be the responsibility of the Director of Human Resources.
3. The term "policies and procedures" shall include policies approved by the Board of Trustees or procedures in the procedures manual, which have been approved by the President. A non-renewal notice by the College is not a grievable action.

Procedures

Level 1 – The employee shall first submit the grievance in writing to his/her immediate supervisor, using the appropriate grievance form within five (5) working days of the incident in question. The supervisor shall respond to the employee's complaint within five (5) working days from the date he/she receives the grievance. In the event that a grievance is initiated as a result of the action taken as a disciplinary procedure and the employee so wishes, Level 1 may be eliminated and the procedure may begin at Level 2.

Level 2 – If the grievance is not satisfactorily resolved with the employee's immediate supervisor, then such employee may submit the grievance in writing using the appropriate grievance form to the employee's next highest-ranking supervisor. This step must be taken within five (5) working days after receipt of such grievance.

This same process of appeal in Level 2 will continue until a decision of the supervising vice president has been issued. In the case where no vice president is within the chain of command, the highest-ranking position, which reports to the president, will be considered an equivalent.

Level 3 – If the employee's grievance is not satisfactorily resolved with her/his Vice President, the employee may submit such grievance in writing on the appropriate grievance form to the office of the President. This step must be taken within five (5) working days after the Vice President's decision to the employee under Level 2. The President (or designee) will review the employee's grievance and make a decision in writing within ten (10) working days, which shall be final and binding.

In the case of a decision to terminate employment, the employee may file a written request for appeal to the Board of Trustees. Such written appeal will be filed with the Secretary-Clerk of the Board within fifteen (15) working days after receipt of the termination notice. The Board of Trustees will respond to the request for appeal within forty-five (45) working days of the date of receipt of the written request for appeal. The employee will be entitled to a hearing with the Board.

W. Reduction in Force

If the Board decides that the size of non-instructional staff must be reduced, guidelines in the following rule shall be followed:

The educational goals and needs of the college, individual qualifications, certifications, training, skills, evaluations, interests and length of service shall be considered.

If all have similar qualifications, certifications, training, skills, evaluations, and interests, the non-instructional staff who best meets the needs of the college, considering the factors outlined above and any other relevant factors will be retained.

Any employee who has not been reemployed as a result of the non-instructional staff reduction shall be considered for reemployment if a vacancy exists for which the non-instructional staff would qualify. The president will recommend to the Board reinstatement of any non-instructional staff he/she seems qualified and able to serve the best interests of the College. The Board shall not be required to consider reinstatement of any non-instructional staff after a period of one year from the date of exit

Assistance for those affected by reduction in force:

- Extension of the tuition and fee fringe benefit policy for a period of one academic year for employee/end of same semester for dependents
- Use of the LCC Student Success Center/Library or computer labs for resume preparation and or job searches up to one year

Revised: 3/9/17, /20/17, 7/12/18

Reviewed:

Agenda Item #: VI.G.
Date: August 8, 2019

SUBJECT

Approval of Board Policy

REASON FOR CONSIDERATION BY THE BOARD

Per Policy 1.13, adopted 12/12/00, the President would conduct a review and update the policies of the Board of Trustees.

BACKGROUND

Updated/created the following policies for approval:

Policy 4.021 Labette Community College Return of Unearned Tuition Assistance Funds

PRESIDENT'S RECOMMENDATION

That the Board of Trustees approve Policy 4.021 Labette Community College Return of Unearned Tuition Assistance Funds.

Labette Community College Return of Unearned Tuition Assistance Funds Policy (Effective Fall 2019)

In accordance with the Department of Defense Voluntary Education Partnership Memorandum of Understanding, this policy sets forth the stipulations by which the institution will adhere to return any unearned tuition assistance (TA) funds on a proportional basis through the 60% mark of an academic course. TA funds are earned proportionally during an enrolled period with the unearned funds returned to the military branch from which the funds were provided, if the student's last day of attendance is on or before the 60% attendance date.

One hundred percent of the tuition assistance will have been earned by the institution should the student's last date of attendance pass the 60% completion mark. Calculation of these dates includes weekends during the course period, but not scheduled breaks of five consecutive days or more (Fall Break, Spring Break, etc.). A student's official withdrawal date is determined when a student requests to be dropped from a course or no longer meets the attendance requirements to remain eligible to TA funding. The Last Date of Attendance (LDA) is provided by the course instructor when a student officially withdraws from the class or receives a "W" grade for the class.

The standard formula for determining the amount of TA earned by the institution is calculated on a percentage basis, as follows:

8-week Course Withdraw submitted and LDA confirmed:

Before or during week 1	100% return
During week 2	75% return
During weeks 3-4	50% return
During week 5	40% return
During weeks 6-8	0% return (more than 60% of course is completed)

16-week Course Withdraw submitted and LDA confirmed:

Before or during weeks 1-2	100% return
During weeks 3-4	75% return
During weeks 5-8	50% return
During weeks 9-10	40% return
During weeks 11-16	0% return (more than 60% of course is completed)

This calculation, if less than the 60% completion rate, determines how much TA the student has earned and for how much the military branch may be invoiced. Should there be any remaining TA funds prior to the 60% period of a course, these funds will be reimbursed directly to the military branch from which the funds were provided, not to the student.

LCC will begin the Return of Tuition Assistance Funds calculation process when a tuition assistance recipient withdraws from a course. In some cases, this process may result in a student owing the school for unpaid tuition and fees. Though a student may withdraw from the college at any time with an advisor, it is highly recommended that the student speak with the Military-Connected Student Services and Student Financial Aid prior to withdrawing.

If a service member stops attending due to a military service obligation, LCC will work with the affected service member to identify solutions that will mitigate any student debt the student might have had through the Return of Tuition Assistance Funds process.

Questions relating to this policy may be directed to Military-Connected Student Services, Student Success Center, 200 S 14th Street, Parsons, KS, 67357; (620) 820-1227.

Approved: 8/9/19

Agenda Item: VI.H.
Date: August 8, 2019

SUBJECT

Approval of Bills

REASON FOR CONSIDERATION BY THE BOARD

Kansas statutes require Board of Trustees' approval of all expenditures.

BACKGROUND

Each month a listing of claims to be paid is presented to the Board for approval.

PRESIDENT'S RECOMMENDATION

Approval is recommended.

LABETTE COMMUNITY COLLEGE
CLAIMS REGISTER FOR APPROVAL

EXHIBIT 10

7/11/2019

Check Number	Vendor	Description	Account Number	Amount	Total
125185	A T and T	Phone Service - Cherokee Center	11-7103-631-000	\$391.20	\$391.20
125186	A T and T	Internet	11-6401-631-000	\$3,469.99	\$3,469.99
125187	American United Life Ins Co Group	PreLife Insurance Policy	11-6501-590-001	\$351.54	\$351.54
125188	City of Parsons	Water Service	11-7102-632-000	\$1,985.88	
		Water Service - WTC	12-4204-632-000	\$226.97	
		Water Service	16-9482-632-000	\$156.75	\$2,369.60
125189	Commerce Bank	Rental Car - NJCAA Meeting - A Keal	11-5506-601-000	\$85.13	\$85.13
125190	Commercial Bank	Safe Deposit Box 968	11-6201-701-000	\$80.00	
		Safe Deposit Box 1295	11-6201-701-000	\$80.00	\$160.00
125191	Commercial Bank/Cash	Spring Book Buybacks	16-9381-740-000	\$5,882.45	\$5,882.45
125192	Commercial Bank/Cash	Cash for Summer Buybacks	16-0000-103-001	\$8,000.00	\$8,000.00
125193	Cox Communications	Internet - Cherokee Center	11-6401-631-000	\$174.77	
		Cable - Cherokee Center	11-7103-701-000	\$97.85	\$272.62
125195	Gregory Hinman	Architect Fees - Cardinal Event Cente	64-7100-649-002	\$66,655.00	\$66,655.00
125196	Jock's Nitch/Parsons	Merchandise Sold 4/1/19 to 5/31/19	16-9381-741-000	\$1,949.60	\$1,949.60
125197	Kansas Gas Service	Gas Service	11-7102-633-000	\$122.26	
		Gas Service - WTC	12-4204-633-000	\$57.85	\$180.11
125198	Kansas Outdoor Advertising	July Billboard Rental	11-6301-613-000	\$300.00	
		July Advertising	11-6301-613-000	\$575.00	\$875.00
125199	Kansas Works	Return Funds - Kailey Wolken-Wrg Sc	11-0100-484-000	\$608.00	\$608.00
125200	Labette County Treasurer	Real Estate Taxes/1530 Flynn Drive	11-6501-662-000	\$5,524.77	\$5,524.77
125201	Rural Water District #5	Utility Water, Cherokee	11-7103-632-000	\$28.75	\$28.75
125202	Sparklight	Cable Service	11-7202-648-000	\$143.80	\$143.80
125203	Verizon Wireless	J Burzinski Phone Charges	11-6401-701-000	\$230.58	

**LABETTE COMMUNITY COLLEGE
CLAIMS REGISTER FOR APPROVAL**

Check Number	Vendor	Description	7/11/2019	Account Number	Amount	Total
125203	Verizon Wireless	Custodians Phone Charges		11-7102-649-000	\$324.59	\$555.17
					<u>\$97,502.73</u>	
		11-General Fund	\$14,574.11			
		12-Postsecondary Technical Education Fund	\$284.82			
		16-Auxillary Ent Fund	\$15,988.80			
		64-Deferred Maintenance	\$66,655.00			
		67-Capital Outlay	\$0.00			
			<u>\$97,502.73</u>			

Checks approved for release prior to Board action

Mark Watkins
President

Deanna Stoharty
Vice President of Finance & Operations

**LABETTE COMMUNITY COLLEGE
CLAIMS REGISTER FOR APPROVAL**

7/17/2019

Check Number	Vendor	Description	Account Number	Amount	Total
125204	A T and T	Phone Charges	11-6501-631-000	\$2,799.77	
		Phone Charges	11-6501-631-000	\$101.67	\$2,901.44
125205	Accident Fund	Workman's Comp	11-6501-590-001	\$3,076.80	\$3,076.80
125206	B P	Gasoline	11-6502-720-000	\$71.62	\$71.62
125208	CAAHEP	CAAHEP Annual Fees	12-1214-670-000	\$550.00	\$550.00
125211	FedEx Express	Shipping Package (2)	11-5303-701-000	\$42.60	\$42.60
125213	KACRAO	KACRAO Institutional Membership	11-5302-681-000	\$80.00	\$80.00
125214	Kansas Department of Revenue	PrintShop Sales Tax/June	11-6503-701-000	\$20.49	
		Bookstore Sales Tax/ June	16-0000-216-001	\$47.36	
		Food Service Sales Tax/June	16-0000-216-002	\$117.18	\$185.03
125215	Kansas Gas Service	Gas Service	11-7102-633-000	\$282.52	
		Gas Service	16-9482-633-000	\$81.07	\$363.59
125217	Leigh Ann Martin	Reimburse Mileage - Site Visits, Pinnii	12-1215-602-000	\$161.24	
		Reimburse Supplies - Pinning Cerem	12-1215-700-000	\$54.91	\$216.15
125219	NTHERM, LLC	Gas Service	11-7102-633-000	\$13.65	
		Gas Service	11-7102-633-000	\$36.39	
		Gas Service	16-9482-633-000	\$27.29	\$77.33
125220	Phillips 66 - Conoco - 76	Gasoline	11-6502-720-000	\$396.27	\$396.27
125221	Elizabeth R Robinson	Reimburse Practice TEAS Exam	11-4203-701-000	\$43.80	\$43.80
125222	Kelly Stammer	Groundskeeping, WTC	11-7202-648-000	\$775.00	\$775.00
125224	Touchtone Communications	Long Distance	11-6501-631-000	\$92.77	
		Long Distance - Cherokee Center	11-7103-631-000	\$19.16	\$111.93

**LABETTE COMMUNITY COLLEGE
CLAIMS REGISTER FOR APPROVAL**

Check Number	Vendor	Description	7/17/2019	Account Number	Amount	Total
125225	Westar Energy, Inc	Electricity - Cherokee Center		11-7103-634-000	\$1,238.65	\$1,238.65
	11-General Fund		\$9,091.16			
	12-Postsecondary Technical Education Fund		\$766.15			
	16-Auxiliary Ent Fund		\$272.90			
	64-Deferred Maintenance		\$0.00			
	67-Capital Outlay		\$0.00			
			<u>\$10,130.21</u>		<u>\$10,130.21</u>	

Checks approved for release prior to Board action

Mark Watkins
President

Deann Doherty
Vice President of Finance & Operations

**LABETTE COMMUNITY COLLEGE
CLAIMS REGISTER FOR APPROVAL**

7/25/2019

Check Number	Vendor	Description	Account Number	Amount	Total
125233	A T and T	Internet	11-6401-631-000	\$1,568.40	\$1,568.40
125235	Cardmember Service	Credit Hotel - Merchandise Returned	11-1127-604-000	(\$3.25)	
		Hotel - PBL NLC	11-1127-604-000	\$212.78	
		Hotel - NJCAA All Star Game	11-5503-601-000	\$459.14	
		EduCause Domain Renewal	11-6401-701-000	\$77.00	
		PTA CPI/CSIF	12-1213-681-000	\$1,200.00	
		HOC Credentialing	12-4204-701-000	\$174.85	
		HOC Credentialing-Galena CNA	12-4204-701-000	\$218.05	\$2,338.57
125237	Alexander J Coplon	Reimburse Mileage - Recruiting	11-5502-603-000	\$64.96	
		Reimburse Mileage - Recruiting	11-5502-603-000	\$244.76	\$309.72
125238	Design Group Architects LTD	Architect Fees - Cardinal Event Cente	64-7100-649-002	\$492.35	\$492.35
125240	Dana M Eggers	Reimburse Mileage - Cherokee Cente	11-6403-602-000	\$35.96	\$35.96
125242	Kiwanis Club of Parsons	Dues - Joe Burke	11-4201-681-000	\$155.95	\$155.95
125243	Kylie Lucas	Reimburse Mileage - Fair Booth (2)	11-5302-601-000	\$82.94	\$82.94
125244	Trent Steven McGown	Reimburse Mileage - Site Visit (6)	12-1213-602-000	\$747.62	\$747.62
125245	Ryan S. Phillips	Reimburse Mileage - Recruiting (9)	11-5509-603-000	\$1,165.80	\$1,165.80
125246	Mitchell A Rolls	Reimburse Meals - Iowa Exposure Ev	11-5503-601-000	\$333.57	\$333.57
125249	Stacey Stuart	SHRM Conf Registration	11-6504-601-001	\$399.00	\$399.00
125251	Laura Emilee Vance	Reimburse Mileage - Recruiting (7)	11-5509-603-000	\$1,006.30	\$1,006.30
125253	Wal-Mart Community	Gift Card for Guest Speaker	12-1215-700-000	\$50.00	
		Label Tape	12-4204-701-000	\$10.14	
		Returned Supplies	16-9381-701-000	(\$33.76)	
		Supplies	16-9381-701-000	\$54.59	
		Supplies	16-9381-701-000	\$80.91	
		Supplies	16-9381-701-000	\$12.78	

**LABETTE COMMUNITY COLLEGE
CLAIMS REGISTER FOR APPROVAL**

7/25/2019

Check Number	Vendor	Description	Account Number	Amount	Total
125253	Wal-Mart Community	Food	16-9684-743-000	\$11.60	
		Food	16-9684-743-000	\$6.84	
		Food	16-9684-743-000	\$36.82	
		Food	16-9684-743-000	\$52.25	\$282.17
125254	American Heritage Life Insurance	ComCancer Premiums	11-0000-273-000	\$99.55	\$99.55
125255	American United Life Ins Co Group	PrLife Insurance Premiums	11-6501-590-001	\$349.12	\$349.12
125256	Arnold Scott Harris	Garnishment	11-0000-270-000	\$137.33	\$137.33
125257	Bay Bridge Administrators, LLC	f/b/o SEmployee 403(b) Contributions	11-0000-258-000	\$14,263.00	
		Cancer Premiums	11-0000-273-000	\$359.04	
		Disability Premiums	11-0000-275-000	\$507.64	
		Term Life Insurance Premiums	11-0000-276-000	\$816.27	
125258	L C C Foundation	Employer 403(b) Matching	11-6501-590-001	\$4,690.00	\$20,635.95
125259	Security Benefit Life Insurance Co.	Employee Contributions	11-0000-268-000	\$1,359.24	\$1,359.24
125260	W.H. Griffin Trustee	Medical Reimb/Child Care Exp	11-0000-277-000	\$2,426.66	\$2,426.66
		Garnishment	11-0000-270-000	\$369.00	\$369.00
				<u>\$34,295.20</u>	

11-General Fund	\$31,180.16
12-Postsecondary Technical Education Fund	\$2,400.66
16-Auxillary Ent Fund	\$222.03
64-Deferred Maintenance	\$492.35
67-Capital Outlay	\$0.00
	<u>\$34,295.20</u>

Checks approved for release prior to Board action

Mark Watkins
President

Deanna Doherty
Vice President of Finance & Operations

**LABETTE COMMUNITY COLLEGE
CLAIMS REGISTER FOR APPROVAL**

7/30/2019

Check Number	Vendor	Description	Account Number	Amount	Total
125261	Kansas Gas Service	Gas Service - 1306 Main	11-7102-633-000	\$30.08	
		Gas Service - 1230 Main	11-7102-633-000	\$64.65	
		Gas Service	11-7102-633-000	\$88.30	
		Gas Service - WTC	12-4204-633-000	\$47.25	\$230.28
125262	Labette County Treasurer	Vehicle Registration, CA13	11-6502-720-000	\$42.25	
		Vehicle Registration, MV40	11-6502-720-000	\$42.25	
		Vehicle Registration, PK2	11-6502-720-000	\$52.25	
		Vehicle Registration, PK3	11-6502-720-000	\$52.25	
		Vehicle Registration, RV22	11-6502-720-000	\$52.25	
		Vehicle Registration, RV23	11-6502-720-000	\$52.25	
		Vehicle Registration, RV24	11-6502-720-000	\$52.25	
		Vehicle Registration, RV25	11-6502-720-000	\$52.25	\$398.00
125263	Westar Energy, Inc	Electricity	11-7102-634-000	\$17,864.30	
		Electricity	16-9482-634-000	\$461.45	\$18,325.75
				<u>\$18,954.03</u>	

11-General Fund	\$18,445.33
12-Postsecondary Technical Education Fund	\$47.25
16-Auxiliary Ent Fund	\$461.45
64-Deferred Maintenance	\$0.00
67-Capital Outlay	\$0.00
	<u>\$18,954.03</u>

Checks approved for release prior to Board action

Mark Workman
President

Deanna Doherty
Vice President of Finance & Operations

**LABETTE COMMUNITY COLLEGE
CLAIMS REGISTER FOR APPROVAL**

7/31/2019

Check Number	Vendor	Description	Account Number	Amount	Total
125264	Ace Hardware, Inc.	Maintenance Supplies	11-7102-649-000	\$34.03	
		Mulch	11-7102-649-000	\$359.40	
		Capacitor	11-7102-649-000	\$12.00	
		Maintenance Supplies	11-7102-649-000	\$17.38	
		Desk Fan, Fasteners	11-7102-649-000	\$24.08	
		Ballast	11-7102-649-000	\$24.99	
		Maintenance Supplies	11-7102-649-000	\$137.00	
		Maintenance Supplies	11-7102-649-000	\$20.97	
		Groundskeeping Supplies	11-7102-649-000	\$88.52	
		Insect Repellant	11-7102-702-000	\$8.18	
		Custodial Supplies	11-7102-702-000	\$25.76	
		Custodial Supplies	11-7102-702-000	\$29.98	\$782.29
125265	All Seasons Floral, LLC	Plant - Robert Fugate Service	11-6102-709-000	\$40.00	
		Plant - David Winchell - Surgery	11-6102-709-000	\$65.00	
		Plant - Funeral - T Evans Sister	11-6102-709-000	\$40.00	\$145.00
125266	American Electric Company	Electrical Supplies	11-7102-649-000	\$431.00	
		LED Fixtures	11-7102-649-000	\$520.00	\$951.00
125267	American Library Association	ALA Dues for Scotty and Phylis 2019	11-4101-701-000	\$391.00	\$391.00
125268	American Media Investments	June Advertising	11-6301-613-000	\$330.00	\$330.00
125269	C D W Government Inc	IT Supplies	11-6403-701-000	\$186.43	\$186.43
125270	Continental Research Corporation	Disinfectant	11-7102-702-000	\$693.10	\$693.10
125271	Copy Products Inc	Copy Usage for Cherokee Center	11-7103-701-000	\$37.25	\$37.25
125272	Credo Reference Limited	Credo Reference Online Subscription	11-4101-710-000	\$1,742.00	\$1,742.00
125273	DESCO Consulting, LLC	Grant Writing	11-4201-661-000	\$1,500.00	\$1,500.00
125274	Digital Connections Inc.	Lanier Copier Maintenance	11-6503-648-000	\$9.44	\$9.44

**LABETTE COMMUNITY COLLEGE
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7/31/2019

Check Number	Vendor	Description	Account Number	Amount	Total
125275	Fastenal Company	Maintenance Supplies	11-7102-649-000	\$6.53	
		Batteries	11-7102-649-000	\$9.85	
		Maintenance Supplies	11-7102-649-000	\$139.80	\$156.18
125276	Get Inclusive, Inc	Title IX Training Module	11-5701-690-000	\$5,400.00	\$5,400.00
125277	Herrman Lumber	Maintenance Supplies	11-7102-649-000	\$106.42	
		Maintenance Supplies	11-7102-649-000	\$48.99	
		Maintenance Supplies	11-7102-649-000	\$149.19	
		Maintenance Supplies	11-7102-649-000	\$22.78	
		Maintenance Supplies	11-7102-649-000	\$86.09	\$413.47
125278	Hillyard/Springfield	Custodial Supplies	11-7102-702-000	\$1,811.52	\$1,811.52
125279	Jock's Nitch/Parsons	Bookstore Shirts	16-9381-701-000	\$136.19	
		Shirts - Bookstore	16-9684-701-000	\$169.17	\$305.36
125280	John Deere Financial	Lawnmower Maintenance, LT2	11-6502-720-000	\$431.40	\$431.40
125281	K L K C	June Advertising	11-6301-613-000	\$350.00	\$350.00
125282	K S Y N-FM	June Advertising	11-6301-613-000	\$600.00	\$600.00
125283	Kansas Assn of Community College	Tr2019-2020 KACCT Dues	11-6501-681-000	\$12,705.82	\$12,705.82
125284	KCIA	KCIA Dues	11-4201-681-000	\$250.00	\$250.00
125285	Kitchen Pass, Inc.	Fire Advisory Lunch	12-4204-709-000	\$75.88	\$75.88
125286	KONE Inc	Maintenance Agreement	11-7202-648-000	\$438.80	
		Maintenance Agreement	11-7202-648-000	\$141.66	\$580.46
125287	L C C Foundation	Memorial - Wanda Maxson-Ladage	11-6102-709-000	\$50.00	
		Loan Payment - Cherokee Center	11-6201-761-000	\$121,000.00	\$121,050.00
125288	Labette Avenue	Position Announcement	11-6504-613-000	\$60.00	\$60.00
125289	Labette County	Hep B - William Hernandez	11-6201-701-000	\$70.00	\$70.00
125290	Labette Health	CPR Cards	12-4204-701-000	\$67.50	\$67.50

**LABETTE COMMUNITY COLLEGE
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Check Number	Vendor	Description	7/31/2019		Account Number	Amount	Total
125291	Rod Landrum	Reimburse Dinner for Campaign			11-6102-709-000	\$93.08	
		Reimburse Mileage - Campaign			11-6102-709-000	\$80.50	\$173.58
125292	Marmic Fire and Safety Co Inc	Fire Inspection			11-7202-648-000	\$154.00	\$154.00
125293	McCarty's Office Machines Inc	Tab Dividers			11-6503-701-000	\$66.00	
		Office Furniture			11-7102-649-000	\$613.66	\$679.66
125294	Nevco, Inc	Scoreboard Supplies			11-7102-649-000	\$227.95	\$227.95
125295	Nexstar Broadcasting, Inc	June Advertising/KSNF			11-6301-613-000	\$750.00	
		June Advertising/FourStates			11-6301-613-000	\$500.00	
		June Advertising/FourStates			11-6301-613-000	\$200.00	\$1,450.00
125296	P1 Group Inc	Maintenance Agreement			11-7103-649-000	\$500.00	
		Maintenance Agreement			11-7202-648-000	\$4,907.00	\$5,407.00
125297	Photography Options, LLC	Virtual Campus Tour			11-6301-704-000	\$1,995.00	\$1,995.00
125298	Pitney Bowes Inc.	Postage Machine			11-6503-641-000	\$1,277.13	\$1,277.13
125299	QueenB Television of Kansas/Missouri	April Advertising/KFJX			11-6301-613-000	\$570.00	
		June Advertising/KFJX			11-6301-613-000	\$570.00	
		June Advertising/KOAM			11-6301-613-000	\$1,215.00	\$2,355.00
125300	Reserve Account	PBP #20352357 (Postage)			11-6503-611-000	\$2,500.00	\$2,500.00
125301	Henry Schein, Inc.	Equipment Repair			12-1215-700-000	\$786.92	\$786.92
125302	Show Me Communications/Radcliff Age/4	Magazine Ad			11-6301-613-000	\$350.00	\$350.00
125303	Sports in Kansas, LLC	June Advertising			11-6301-613-000	\$200.00	
		May Advertising			11-6301-613-000	\$200.00	\$400.00
125304	The CORE - Labette Health	PED-185-00004 Lifesaving 8 students			11-1133-523-001	\$900.00	\$900.00
125305	The Higher Learning Commission	Dues			11-6501-681-000	\$5,446.40	\$5,446.40
125306	Triad Environmental Services	Lagoon Maintenance, Cherokee			11-7103-649-000	\$539.00	\$539.00
125307	UniFirst Corporation	Mats, Mops, Towels, Uniforms			11-7103-649-000	\$49.51	

**LABETTE COMMUNITY COLLEGE
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Check Number	Vendor	Description	Account Number	Amount	Total
125307	UniFirst Corporation	Mats, Mops, Towels, Uniforms	11-7103-649-000	\$52.15	
		Mats, Mops, Towels, Uniforms	11-7103-649-000	\$49.51	
		Mats, Mops, Towels, Uniforms	11-7103-649-000	\$49.51	
		Aprons, Mats, Mops, Cloths	11-7202-648-000	\$104.79	
		Uniforms	11-7202-648-000	\$55.90	
		Uniforms	11-7202-648-000	\$55.90	
		Aprons, Mats, Mops, Cloths	11-7202-648-000	\$104.79	
		Aprons, Mats, Mops, Cloths	16-9482-701-000	\$50.00	
		Aprons, Mats, Mops, Cloths	16-9482-701-000	\$50.00	\$622.06
125308	Mark Watkins	Vehicle Expense	11-6501-590-001	\$900.00	\$900.00
				<u>\$177,258.80</u>	

11-General Fund	\$175,923.14
12-Postsecondary Technical Education Fund	\$930.30
16-Auxillary Ent Fund	\$405.36
64-Deferred Maintenance	\$0.00
67-Capital Outlay	\$0.00
	<u>\$177,258.80</u>

