BOARD OF TRUSTEES REGULAR MEETING CLC 104 (West Classroom of Cessna Learning Center) 6:00 p.m. June 28, 2018

AGENDA

١. ROUTINE

- A. Call to Order
- B. Approval of Agenda
- C. Welcome Guests
- D. Pledge of Allegiance
- E. Mission Statement Independence Community College serves the best interests of students and the community by providing academic excellence while promoting cultural enrichment and economic development.
- F. Vision Statement To be a community college that provides an exceptional educational experience by cultivating intellect, encouraging creativity and enhancing character in a student and community centered environment.

	G. Approval of June 14, 2018 Minutes	Action	Section 1
II.	INSTITUTIONAL OPERATIONS A. Resolution – KMIT Work Comp Insurance B. 2018-2019 Strategic Plan	Action Report/Action	Section 2 Section 3
111.	CONSENT AGENDAA. GetInclusive Inc. ContractB. IMA Annual Property and Liability Insurance PaymentC. Ellucian Annual Maintenance Agreement Payment	Action	Section 4 Section 5 Section 6

IV. EXECUTIVE SESSION – Employer-Employee Negotiations.

I move that we recess for an executive session for the purpose of discussing (insert subject to be discussed), pursuant to the employer-employee negotiation exception, K.S.A. 75-4319(b)(3). Open Session will resume at (insert time) in CLC 104 of the Cessna Learning Center. Those invited to attend are: (list attendees).

V. EXECUTIVE SESSION – Non-elected Personnel.

I move that we recess for an executive session for discussion of (insert subject to be discussed), pursuant to the nonelected personnel exception, K.S.A. 75-4319(b)(1). Open Session will resume at (insert time) in CLC 104 of the Cessna Learning Center. Those invited to attend are: (list attendees).

VI. EXECUTIVE SESSION – Attorney/Client Privilege.

I move that we recess for an Executive Session for consultation with the College attorney regarding (insert subject to be discussed), pursuant to the attorney/client privilege exception, K.S.A. 75-4319(b)(2). Open Session will resume at (insert time) in CLC 104 of the Cessna Learning Center. Those invited to attend are: (list attendees).

VII. ADJOURN

Action

Action

PUBLIC PARTICIPATION AT BOARD MEETING

Items on the Agenda

Members of the public wishing to appear before the Board concerning an item which is on the agenda must fill out one of the cards provided and present the card to the Board Clerk. There are three opportunities for public comment during regular meetings.

First, the public may comment on any item on the agenda during a period at the beginning of meetings, with a total comment period of ten minutes and individual comments limited to two minutes. This comment period may be extended by Board vote.

Second, prior to each Board vote, the public will be invited to speak directly to the issue being voted upon.

Third, any member of the public may make a lengthier presentation on agenda items, provided that a request for such a presentation is made in writing in advance of the meeting. Permission to make such presentations, and their length, is at the discretion of the Board Chair.

Information to the Audience

The Board members receive the complete agenda along with background material that they study individually before action is taken at the meeting. Any member of the Board may remove items from the consent agenda at the time of the meeting.

Examples of Motions for Executive Session

Remember that a motion to move into executive session needs to state the subject, provide justification, and state a time and place for return to open session

EXECUTIVE SESSION: Non-Elected Personnel

Sample Subjects: Employee job performance; employee evaluations; or annual review of probationary employees. I move that we recess for an executive session for discussion of *(insert subject to be discussed)*, pursuant to the non-elected personnel exception, K.S.A. 75-4319(b)(1). Open Session will resume at *(insert time)* in CLC 104 of the Cessna Learning Center. Those invited to attend are: *(list attendees)*.

EXECUTIVE SESSION: Negotiations

Sample Subject: Faculty and Board proposals.

I move that we recess for an executive session for the purpose of discussing *(insert subject to be discussed),* pursuant to the employer-employee negotiation exception, K.S.A. 75-4319(b)(3). Open Session will resume at *(insert time)* in CLC 104 of the Cessna Learning Center. Those invited to attend are: *(list attendees).*

EXECUTIVE SESSION: Possible Acquisition of Real Estate

Sample Subject: For future expansion.

I move that we recess for an executive session for discussion of *(insert subject to be discussed),* pursuant to the preliminary discussion on acquisition of real estate exception, K.S.A. 75-4319(b)(6). Open Session will resume at *(insert time)* in CLC 104 of the Cessna Learning Center. Those invited to attend are: *(list attendees).*

EXECUTIVE SESSION: Attorney/Client Privilege.

Sample Subjects: Ongoing litigation; a settlement proposal; or a claim made against the College.

I move that we recess for an Executive Session for consultation with the College attorney regarding *(insert subject to be discussed)*, pursuant to the attorney/client privilege exception, K.S.A. 75-4319(b)(2). Open Session will resume at *(insert time)* in CLC 104 of the Cessna Learning Center. Those invited to attend are: *(list attendees)*.

BOARD OF TRUSTEES REGULAR MEETING CLC 104 (West Classroom of Cessna Learning Center) 6:00 p.m. June 14, 2018

MINUTES

Members Present

Val DeFever Mike Wood Jana Shaver Norman Chambers Terry Clark Cynthia Sherwood

Others Present

Daniel Barwick, President Kara Wheeler, Vice-President of Academic Services Tammie Geldenhuys, Vice-President of Athletics/Student Affairs Beverly Harris, Executive Assistant/Board Clerk Eric Montgomery, Chief Information Officer Taylor Crawshaw, Associate Dean of Tutoring and Accessibility Services Brad Henderson, Marketing/Communications Director Wendy Isle, Chief Business Officer Jessica Morgan-Tate, Compliance Officer/Title IX Keli Tuschman, Vice-President for Operations Kris Kippenberger, Director of Maintenance Ben Seel, Professor of Political Science Anita Chappuie, Institutional Research Director

Guests

Steve McBride, Reporter Andy Taylor, Montgomery County Chronicle Liz Moore, Inge Foundation Director Ron Osborn, Community Member

I. ROUTINE

- A. Call to Order Val DeFever called the meeting to order at 6:00 p.m.
- B. Approval of Agenda Cynthia Sherwood moved to approve the agenda as distributed. Terry Clark seconded the motion and the motion carried 6-0.
- C. Welcome Guests Val DeFever welcomed the guests and provided an overview of options for public comment on items pertaining to the agenda.
- D. Pledge of Allegiance Cynthia Sherwood led the group in recitation of the Pledge of Allegiance.
- E. Mission Statement Jana Shave read the College Mission Statement.
- F. Vision Statement Norman Chambers read the College Vision Statement.
- G. Approval of May 24, 2018 Minutes Mike Wood moved to approve the May 24, 2018 Board meeting minutes. Jana Shaver seconded the motion and the motion carried 5-0-1; Cynthia Sherwood abstained, as she was not present at the meeting.

II. INSTITUTIONAL OPERATIONS

- A. Accept Comprehensive Program Review Recommendation
 - Kara Wheeler provided an overview of the Associate of Science (AS) in Secondary Education Program and answered questions. Terry Clark moved to accept the Associate of Science in Secondary Education Program Review recommendation. Norman Chambers seconded the motion and the motion carried 6-0.
 - Kara Wheeler provided an overview of the Associate of General Studies (AGS) in General Studies Program and answered questions. Mike Wood moved to accept the Associate of General Studies (AGS) in General

Studies Program Review recommendation. Terry Clark seconded the motion and the motion carried 6-0. Dan Barwick thanked Kara Wheeler for all the work conducting the comprehensive and annual program reviews and reminded the group of the two findings noted by the accreditors: completion of Program Reviews; and, the use of data in Strategic Planning and budgeting processes. Dr. Barwick added that the College had now completed a major component of the accreditation process.

- B. KACCT/COP Report Jana Shaver provided an overview of the Quarterly meeting held at Kansas City Kansas Community College and distributed "Accreditation and Community College Trustees" for the Trustees' reference. Jana Shaver noted that during a session on accreditation, the group was informed that approximately eighty percent of colleges receive some form of follow-up after the accreditation site visit. Dr. Barwick ended the KACCT/COP Report by sharing the legislative update portion of the meeting.
- C. Allow Payables Jana Shaver moved to allow payables. Norman Chambers seconded the motion and the motion carried 6-0.
- D. President's Report Dan Barwick
 - Quarterly Operational Plan The June Quarterly Operational Plan was included in the Board agenda packets and was incorporated in the Strategic Plan Review.
 - Strategic Plan Review Dr. Barwick noted that the two most important things the College does each year are
 the Strategic Planning Review process, and subsequent revision to the Strategic Plan that the Review produces.
 Dr. Barwick reminded the group that all Operational Plan goals were explicitly tied to the Board's institutional
 goals; progress made toward those goals served as the basis for the Annual Strategic Plan Review.

Dr. Barwick thanked: all College employees who developed and implemented respective departmental operational plans and were involved in completion of the stated tasks; his direct reports for input and assistance fine-tuning the Review; and, Anita Chappuie for number crunching the data for enrollment, completion, retention, etc. Background history and review of the Strategic Planning process were provided, and the Trustees were encouraged to submit recommendations for incorporation in the draft 2018-2019 Strategic Plan. Cynthia Sherwood suggested additional emphasis on Academics; Mike Wood suggested more professional development opportunities for faculty members. Dr. Barwick noted that a substantial discussion of the draft would take place during the June 28, 2018 Board meeting, and following any Board revisions the Trustees would approve the Strategic Plan for the upcoming year.

- III. CONSENT AGENDA Cynthia Sherwood moved to approve the Consent Agenda which included the Accreditation Progress Spreadsheet and, receipt of the Financial, Personnel, and Grant Progress Reports. The Personnel Report included employment of: Angela Houston in the position of Upward Bound Director at an annualized salary of \$43,188 plus College support toward employee participation in ICC's group health insurance plan; Nathan Chaplin in the Biology Instructor position at an annualized salary of \$49,900 plus College support toward employee participation in ICC's group health insurance plan; Tom Weaver in the Biology Instructor position at an annualized salary of \$49,300 plus College support toward employee participation in ICC's group health insurance plan; Kelsey Jennings in the Administrative Assistant for Student Support Services position at the pay rate of \$13.46/hour plus College support toward employee participation in ICC's group health insurance plan; Amanda McCormick in the Vet Tech Director position at an annualized salary of \$45,000 plus College support toward employee participation in ICC's group health insurance plan; Joni Pratt in the position of Navigator at an annualized salary of \$33,000 plus College support toward employee participation in ICC's group health insurance plan; Samantha Allen in the position of Head Softball Coach at the annualized salary of \$35,900 plus College support toward employee participation in ICC's group health insurance plan; Madyson Smith in the position of Assistant Softball Coach at an annualized salary of \$24,000 plus College support toward employee participation in ICC's group health insurance plan; and; Jennifer Wilson in the position of Sociology Instructor at an annualized salary of \$49,200 plus College support toward employee participation in ICC's group health insurance plan. The transfer/promotion of Hannah Marquez from the Financial Affairs Specialist position to the Accounts Payable Specialist position at a pay rate of \$13/hour plus College support toward employee participation in ICC's group health insurance plan was included in the Personnel Report. Employment separations of: Breeze Jones from the Navigator position; Joely Rogers from the Assistant Softball Coach position; Eric Rutherford from the Assistant Dean of Fine Arts, Vocal Music Instructor, Interim AD for Inge position; and, Michelle Rutherford from the position of Band Instructor were also included in the Personnel Report. Mike Wood seconded the motion and the motion carried 6-0.
- IV. EXECUTIVE SESSION Employer-Employee Negotiations. It was noted that no action would be taken following Executive Session. Norman Chambers moved the Board recess for an Executive Session for the purpose of discussing

upcoming negotiations, pursuant to the employer-employee negotiation exception, K.S.A. 75-4319(b)(3). Open Session would resume at 8:40 p.m. in CLC 104 of the Cessna Learning Center. Dr. Barwick, Keli Tuschman, and Kara Wheeler were invited to attend. Terry Clark seconded the motion and the motion carried 6-0. The Board entered Executive Session at 8:25 p.m. The Board returned to Open Session at 8:40 p.m. Norman Chambers moved the Board recess an additional fifteen minutes for Executive Session for the purpose of discussing upcoming negotiations, pursuant to the employer-employee negotiation exception, K.S.A. 75-4319(b)(3). Open Session would resume at 8:55 p.m. in CLC 104 of the Cessna Learning Center. Dr. Barwick, Keli Tuschman, and Kara Wheeler were invited to attend. Terry Clark seconded the motion carried 6-0. The Board entered to attend. Terry Clark seconded the motion and the motion carried 6-0. The Board entered Executive Session at 8:40 p.m. The Board returned to Open Session at 8:55 p.m.

- V. EXECUTIVE SESSION Non-elected Personnel. This Executive Session was not required.
- VI. EXECUTIVE SESSION Attorney/Client Privilege. This Executive Session was not required.
- VII. ADJOURN Norman Chambers moved that the meeting adjourn. Mike Wood seconded the motion and the motion carried 6-0. The meeting adjourned at 8:55 p.m.

Beverly Harris Board Clerk

Independence Community College is committed to a policy of nondiscrimination on the basis of race, sex, national origin, religion, age, and handicap in admissions, educational programs or activities, and employment, all as required by applicable laws and regulations under the Title VI Civil Rights Act of 1964, Title IX regulations of 1972, Section 5 of the Social Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990.

Independence Community College

Memo

To: Board of Trustees

From: Wendy Isle

Date: June 28, 2018

Re: KMIT Resolution

It is recommended the Board of Trustees enter into a resolution with Kansas Municipal Insurance Trust (KMIT). KMIT is a self-funded Workers' Compensation Insurance group. By joining KMIT, ICC will be able to participate in the Workers' Compensation Insurance consortium.

During fiscal year 2018, ICC paid \$36,072 for Workers' Compensation Insurance thru Hartford Insurance Group. Hartford's proposed premium for 2018-19 is \$39,029 KMIT has a history of stable premiums and ICC's premiums for 2018-19 would be \$31,112 by joining with KMIT.

This is a reoccurring budgeted expense item in the current fiscal year budget.



KMIT Fact Sheet

- First Day of Business: January 1, 1994
- Governance: KMIT Board of Trustees
 [11 elected and appointed municipal officials]
- Pool Administrator: Don Osenbaugh [since February 2001]
- Number of Members: 161 (160 Kansas cities + League of KS Municipalities)
- Estimated Annual Premium, 2018: \$4,900,000
- Net Worth*: \$6,045,463 (source: 3/31/18 Financial Statement)
- Total Assets/Liabilities: \$19,461,727 (source: 3/31/18 Financial Statement)
- Total Cash/Investments: \$17,987,710(source: 3/31/18 Bank Statement)
- Excess Insurance Provider: Safety National, St. Louis
- Contractors/Associates:
 - Program Support: IMA/CORnerstone; Wichita [Risk Management, Loss Control, Accounting, and General Administration]
 - Claims TPA: TRISTAR Risk Management; Long Beach, CA
 - Financial Auditor: Summers, Spencer & Co.; Topeka
 - Actuary: Milliman USA, Inc.; Brookfield, WI
 - Payroll Auditor: Legacy National; Camden, SC
 - "POET" Program: Bardavon Health Innovations; Overland Park
 - Bank: Commerce; Wichita



Independence Community College KMIT Workers Compensation Quote for FY2019

Based on Estimated 2018 Payroll

Policy Term: July 1, 2018 - June 30, 2019

<u>Classification</u>		<u>Class Co</u>	<u>de Payroll</u>	Modified Rate	<u>Premium</u>
Store: Retail NOC		8017	\$56,680	1.64	\$932
College Professor, Employee & Clerical		8868	\$5,066,577	0.51	\$25,837
College: All Employees		9101	\$273,941	4.33	\$11,852
	Totals	:	\$5,397,198		\$38,621
Make Checks Payable To: KANSAS MUNICIPAL INSURANCE TRUST			Experier Standard Pi		0.92 \$35,531
Send Payment To: Kansas Municipal Insurance Trust			D Discounted Pr	iscount: remium:	13% \$30,912
P.O. Box 541 Shawnee Mission, KS 66201-0541			Expense C	onstant:	\$200
		Anr	nual Contrib	oution:	\$31,112

RESOLUTION NO.

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_____, STATE OF KANSAS

WHEREAS, the Governing Body of ______, has authority under the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended, and the Interlocal Cooperation Act, K.S.A. 12-2901, et seq., as amended, to participate in and form a groupfunded pool for workers compensation coverage; and

WHEREAS, the ______ has reviewed an agreement to cooperate with other municipalities to form such group-funded pool entitled By-Laws and Inter-local Cooperation Agreement for the Kansas Municipal Insurance Trust (KMIT), a copy of which is attached hereto and incorporated by reference in this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE _____ OF THE _____ OF THE ABOVE STATED MUNICIPALITY THAT:

1. The By-Laws and Inter-local Cooperation Agreement for the Kansas Municipal Insurance Trust, a copy of which is attached hereto and incorporated by reference into this Resolution, is hereby approved.

2. The Chairperson is hereby authorized and directed to sign the Agreement on behalf of the municipality.

3. Neither this Resolution or the Agreement is intended to, nor does it provide for coverage in excess of the limitation on liability within the Workers Compensation Act, K.S.A. 44-501 et seq., or amendments thereto.

4. The municipality understands and further by execution of this Resolution and the Agreement agrees that it will comply with the requirements of the Workers Compensation Act and amendments thereto and further understands that in accordance with the BY-LAWS AND INTER-LOCAL COOPERATION AGREEMENT THAT THE INDIVIDUAL MEMBERS OF THE COOPERATION MAY BE SUBJECT TO ASSESSMENT OF ADDITIONAL CONTRIBUTIONS UNDER THE CIRCUMSTANCES DESCRIBED IN THE AGREEMENT.

5. One copy of the signed Agreement shall be mailed to the Pool Administrator of the Kansas Municipal Insurance Trust along with a copy of this Resolution, one copy of the signed Agreement shall be filed with the County Register of Deeds, and one copy of the signed Agreement shall be filed with the Secretary of State of the State of Kansas.

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The foregoing	g Resolution wa	as adopted by a	majority vote of t	the Governing Body of	the
above-named munici	oality, State of F	Cansas, on this	day of	, 20	<u> </u>
				Chairperson	
ATTEST:					
Secretary		_			
revised 3/28/17					

BY-LAWS AND INTERLOCAL COOPERATION AGREEMENT FOR THE KANSAS MUNICIPAL INSURANCE TRUST

Effective Date: January 1, 2018

In consideration of the mutual covenants contained herein, this Interlocal Cooperation Agreement is made and entered into by and among Kansas municipalities which execute this Agreement and become members of the Kansas Municipal Insurance Trust ("KMIT" or "the Trust"), each of which hereby agrees to abide by the terms and conditions of this Agreement and all actions taken pursuant to this Agreement.

ARTICLE 1. Authority.

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1.1 The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, <u>et seq.</u>, as amended and the Interlocal Cooperation Act, K.S.A. 12-2901, <u>et seq.</u>, as amended, authorize this Agreement and the powers commonly held and to be jointly exercised by Kansas municipalities which become members of the Kansas Municipal Insurance Trust.

ARTICLE 2. Definitions.

As used in this Agreement, the following terms shall have the meaning hereinafter set out:

- 2.1 <u>Act.</u> The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, <u>et seq.</u>, as amended from time to time.
- 2.2 <u>Administrator</u>. An individual or firm contracted by the KMIT Board of Trustees.
- 2.3 <u>Agreement</u>. The By-Laws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust.
- 2.4 Board of Trustees or Board. The Board of Trustees of the Trust.
- 2.5 <u>By-Laws</u>. The By-Laws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust.
- 2.6 <u>Contributions</u>. Amounts paid by members to receive the benefits of the Trust.
- 2.7 <u>Member</u>. A Kansas municipality which adopts this Agreement and becomes a member of the Trust.
- 2.8 <u>Municipality</u>. Any Kansas municipality (as defined by K.S.A 75-6102), and the League of Kansas Municipalities.

- 2.9 <u>Pool</u>. The Kansas Municipal Insurance Trust.
- 2.10 <u>Trust</u>. The Kansas Municipal Insurance Trust.
- 2.11 <u>Trustee</u>. A person serving on the Board.

ARTICLE 3. Purposes.

- 3.1 The purposes of this Agreement are to:
 - a. Form a group-funded Pool, known as the Kansas Municipal Insurance Trust, as permitted by the Act, to fund through joint self-insurance, excess insurance, reinsurance, or other lawful manner, obligations imposed upon employers under the workers' compensation Act as described in articles 5 and 5a of Chapter 44 of the Kansas Statutes Annotated, as from time to time amended, and to take any action authorized by law or as determined by the Board, with the powers set forth in this Agreement; and
 - b. Provide, through the Trust, certain claims and risk management services related to the workers' compensation liabilities so pooled, and assist members in reducing and preventing such workers' compensation liabilities.

ARTICLE 4. Creation of Trust.

- 4.1 There is hereby created the Kansas Municipal Insurance Trust as a separate legal public entity, constituting an interlocal governmental agency as provided by law. The Trust shall continue in effect until dissolved in accordance with this Agreement.
- 4.2 The Trust is formed, financed, organized, and shall operate in accordance with the provisions of this Agreement. This Agreement constitutes the by-laws of the Trust.
- 4.3 The Trust may sue and be sued.
- 4.4 In accordance with the provisions of the Interlocal Cooperation Act, this Agreement shall be submitted to the Attorney General to determine whether it is in proper form and compatible with the laws of Kansas, and to such other state officers encompassed by this Agreement, as may be required by the Interlocal Cooperation Act or other laws of this state, and to the Commissioner of Insurance as part of the application and certification process to establish a group-funded Pool under the Act. Any municipality which enters into this Agreement shall file a copy of the Agreement with its Register of Deeds and with the Secretary of State, in accordance with the provisions of K.S.A. 12-2905, and amendments thereto.
- 4.5 This Agreement shall take effect and may be amended and shall continue in effect

Page 2 of 14

until the Trust is dissolved, all as provided herein.

4.6 This Agreement does not establish an insurance company, nor shall the benefits or obligations of this public agency constitute a policy of insurance coverage.

ARTICLE 5. Members.

- 5.1 Membership in the Trust is limited to those municipalities which: (1) meet the requirements established by the Board of Trustees; and (2) which properly adopt this Agreement.
- 5.2 Municipalities, including former members, may be admitted to the Trust after its formation only upon approval of the Board and subject to the conditions set out in this Agreement and such additional conditions as the Board may from time to time require.

ARTICLE 6. Board of Trustees.

- 6.1 The Board shall be composed of eleven persons elected by the members, each of whom shall be a representative of a different member.
- 6.2 The Administrator or designee shall attend all meetings of the Board of Trustees.
- 6.3 Election of Trustees shall take place at the annual meeting of the members. Trustees shall assume office at the first Board meeting following their election.
- 6.4 Terms of the Trustees shall be two-year overlapping terms or until their successors are elected except that, of the Trustees first elected pursuant to Section 6.1, six will be elected to serve until the first Board meeting following the annual meeting of the members held during 1995; and five will be elected to serve until the first Board meeting following the annual meeting of the members held during 1996. No person shall serve as a Trustee more than three consecutive two-year terms. However, this term limitation shall not include the initial term of office (January 1994 through October 1994).
- 6.5 A vacancy shall occur on the Board when a Trustee:
 - a. Submits a written resignation to the Board.
 - b. Dies.
 - c. Ceases to be a Member Representative.
 - d. Fails to attend three consecutive regular meetings of the Board without the

Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness.

- e. Is removed by the members pursuant to Article 10.
- f. Is convicted of a felony.
- g. The Board shall have the power to suspend any trustee who fails to resign for cause as stipulated in Article 6.5 (c), (d) and (f) until such time as removal is approved by KMIT members pursuant to Article 10.
- 6.6 Any vacancy in the position of Trustee will be filled by appointment of the President of the Board, at the recommendation of the Nomination Committee, until the next annual meeting of the members, at which time the members shall elect a person to fill the vacancy for the unexpired term.
- 6.7 No Trustee may be an owner, officer, or employee of any service agent or representative, as provided in K.S.A. 12-2627, and amendments thereto. Each Trustee must be a resident of Kansas.

ARTICLE 7. Officer's, meetings, procedures.

- 7.1 The officers of the Board shall be: president, vice-president, and treasurer. The Board shall establish the powers and duties of each officer, consistent with this Agreement. The vice-president may exercise the powers of the president in the absence of the president. Officers shall be elected by and from the Trustees, at the first Board meeting following each annual meeting of the members.
- 7.2 The Administrator shall serve as Secretary of the Board.
- 7.3 The Board shall fix the date, time and place of regular meetings, which may be held without further notice. Special meetings may be called by the President or by any six Trustees, by digital notice of at least two business days, executed through and by the Administrator. Special meetings may be via phone conference.
- 7.4 Six Trustees shall constitute a quorum to do business. All acts of the Board shall require a quorum and a majority vote of the Trustees present, except where a different vote is required by this Agreement.
- 7.5 The Board shall adopt such procedures as it deems necessary or desirable for the conduct of its business.
- 7.6 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Trustees. Such consent shall have

the same effect as a unanimous vote. The consent may be executed in counterparts.

ARTICLE 8. Powers and duties of the Trust and the Board.

- 8.1 The Trust shall have all powers necessary or desirable to achieve the purposes of the Trust. The Board may exercise all powers of the Trust except those powers reserved to the members, and all powers necessary and proper for the operation of the Trust and implementation of this Agreement, subject to the limits of this Agreement and the Act. The Board is responsible for all operations of the Trust.
- 8.2 Subject to the limits of the Act, the powers of the Board shall include, but not be limited to, the power to:
 - a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Administrator, but only to the extent permitted by the Act.
 - b. Establish member contributions, pursuant to guidelines adopted by the Board from time to time.
 - c. Serve as the policy-holder of any group policies or plans.
 - d. Determine the methods of claim administration and payment; provide for claim experience for the members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.
 - e. Jointly self-insure or obtain excess insurance (specific or aggregate) or reinsurance, or any combination thereof, or otherwise provide for the funding of coverage provided by or through the Trust, as the Board deems appropriate.
 - f. Provide for the administration of the moneys of the Trust, for the manner of payments to the Trust, and for payment of all expenses of the Trust; establish standards for the accountability of all receipts and disbursements of the Trust; and establish procedures for safekeeping, handling and investing such moneys received or paid.
 - g. Acquire, lease, hold, and dispose of real and personal property.
 - h. Exercise the full power and authority of any member of the Trust when requested to do so by the member's governing body.
 - i. Provide for necessary activities to accomplish the purposes of this Agreement and of the Trust.

- j. Do any act permitted by law and not in conflict with this Agreement.
- k. Provide for an independent audit of claim handling procedures, payments, or overall operations of the Trust, at such times as the Board may determine.
- I. Establish loss reduction, prevention and risk management policies, procedures, and requirements for members of the Trust.
- m. Adopt and adjust the coverage provided through the Trust in concurrence with any affected excess insurers or reinsurers.
- n. Enter into contracts as necessary or appropriate for the operation of the Trust.
- o. Appoint committees from time to time, as the Board considers appropriate.
- p. Approve attorneys or firms of attorneys to represent members in claims covered by or through the Trust.
- q. Obtain the services of agents, attorneys, brokers, consultants, employees and service providers as necessary or appropriate for the operation of the Trust.
- r. Provide risk management services and educational and other programs related to risk management.
- s. Establish from time to time the address where the books and records of the Trust will be maintained.
- 8.3 Subject to the limits of the Act, the Board shall:
 - a. Perform all duties required by the Act.
 - b. Obtain and provide to members annually an audit of the finances of the Trust performed by an independent certified public accountant.
 - c. Provide for monthly financial statements to account for income, expenses, assets and liabilities of the Trust.
 - d. Provide at least annually for an actuarial review of the Trust.
 - e. Adopt a budget annually and report the budget to the members.
 - f. Require that fidelity bonds be in effect for every person having access to moneys of the Trust.

8.4 The Trustees shall not extend credit to individual members for any purpose.

ARTICLE 9. Financing.

- 9.1 All moneys contributed to the Trust, and earnings thereon, shall be held in the name of and for the benefit of the Trust.
- 9.2 The Board shall establish member contributions pursuant to guidelines established by the Board from time to time consistent with the Act. The contributions may include, as the Board determines, an annual contribution, contributions on a periodic basis more frequent than annually, and any additional contributions which the Board deems necessary or appropriate to protect the financial condition of the Trust. The contributions may be based upon experience modification factors, payroll audits, or any other bases the Board considers appropriate. Additional contributions may be imposed after the year in which coverage is provided.
- 9.3 A member shall only be responsible for additional contributions to the Trust which relate to claims arising out of occurrences during and expenses relating to years in which the municipality is a member of the Trust.
- 9.4 Any refund of surplus moneys shall be consistent with the Act and with policies adopted by the Board. No refund of surplus moneys shall be made to any member or former member which owes any amount to the Trust until the amount so owed is paid, and any amount so owed may be deducted from the refund to the member or former member. No refund of surplus moneys shall cause the Trust to become impaired or insolvent.
- 9.5 Investments of moneys of the Trust shall be limited to those investments permitted by the Act.

ARTICLE 10. Members' powers and meetings.

- 10.1 The members shall have the power to:
 - a. Elect Trustees pursuant to Article 6.
 - b. Remove any Trustee from the Board by a two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of the membership by a mail ballot.
 - c. Dissolve the Trust by a two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of the membership by a mail ballot.
 - d. Amend the Agreement by an affirmative vote of two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of

the membership by a mail ballot. Written notice of any proposed amendment shall be provided to each member at least thirty days in advance of the vote thereon.

- 10.2 Members shall meet at least once annually in conjunction with the annual meeting of the League of Kansas Municipalities. Special meetings of the General Membership may be called by the Board or pursuant to a procedure to be established by the Board. A special meeting shall be called upon written request executed by at least thirty percent (30%) of the membership.
 - a. Notice of any member meeting shall be mailed by the Administrator to each member at least fifteen days in advance.
 - b. The president of the Board shall preside at the meeting.
 - c. Fifty-one percent of the membership or 15 members present at a meeting shall constitute a quorum to conduct business.
 - d. Proxy voting shall not be allowed.
 - e. Each member shall be entitled to one vote, to be cast by its representative.
 - f. The location of meetings of members will be as determined from time to time by the Board.

ARTICLE 11. Obligations of Members.

- 11.1 Members shall have the obligation to:
 - a. Pay promptly all contributions and other payments to the Trust at such times and in such amounts as shall be established in accordance with this Agreement, including any interest and penalties for late payment as may be required by a policy adopted by the Board.
 - b. Recognize/observe that each member shall have only one vote at any meeting of the General Membership. If needed, the Administrator shall provide ONE written ballot for each member, and that ballot must be signed by an official of the member city in order to be valid. Written balloting may be waived by an overwhelming show of hands on any given question, as determined by the President.
 - c. Allow the Trust and its Administrator, agents, contractors, employees and officers reasonable access to all facilities of the member and all records required for the administration of the Trust and implementation of this Agreement.

- d. Cooperate fully with the Trust's attorneys and Administrator, and any other agent, contractor, employee or officer of the Trust in activities relating to the purposes and powers of the Trust.
- e. Provide information requested by the Trust, its Administrator, and any other agent, contractor, employee or officer of the Trust, as reasonably required for the administration of the Trust.
- f. Allow the Trust, and attorneys and others designated by the Trust, to represent the member in the investigation, settlement and litigation of any claim within the scope of loss protection furnished by or through the Trust.
- g. Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board. The Trust does not assume any duty the member may have to provide safe facilities, equipment, machinery, or operational procedures for its employees or the public.
- h. Report to the Trust, in the form and within the time required by the Board, all incidents or occurrences which could reasonably be expected to result in the Trust being required to consider a claim.
- i. Report to the Trust, in the form and within the time required by the Board, the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts.
- 11.2 It shall be the express obligation of every member of the Trust to comply with the workers' compensation laws of the State of Kansas and such laws shall govern the duties of employers and the liabilities to employees of the members of the Trust.

ARTICLE 12. Withdrawal or non-renewal of members.

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- 12.1 Any member may withdraw from the Trust on any coverage renewal date by written notice of withdrawal provided to the Administrator no later than 60 days prior to the renewal date, unless the Board and any affected excess insurer or reinsurer agrees to a shorter notice period.
 - a. In the event that a member chooses to withdraw at a point in the premium (calendar) year other than the renewal date, a "short-rate cancellation" schedule shall be applied. The "short-rate cancellation" amount will be determined by use of the National Council on Compensation Insurance, Inc. (NCCI) Basic Manual (most current edition), under "RULE 3 – RATING DEFINITIONS AND APPLICATION OF PREMIUM ELEMENTS" of that manual.

- 12.2 The Board may, at its option, non-renew any member with the Trust on any coverage renewal date by written notice of non-renewal provided by the Administrator no later than 60 days prior to the renewal date.
- 12.3 A withdrawn or non-renewed member shall lose all voting rights upon withdrawal or non-renewal. Any claim of title or interest to any asset of the Trust, and any continuing obligation of the Trust to the member or of the member to the Trust, after the member's withdrawal or non-renewal, shall be consistent with this Agreement, any policy adopted by the Board, any excess insurance or reinsurance policy of the Trust, and the Act.

ARTICLE 13. Cancellation of membership.

- 13.1 The membership in the Trust of a member which fails to make a contribution or any other payment due the Trust shall be automatically canceled on the sixtieth day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due the Trust shall be mailed to the member at least thirty (30) days prior to the date of automatic cancellation. A cancellation of membership under this paragraph 13.2 shall not be subject to the provisions of paragraph 13.3.
- 13.2 Membership in the Trust may be canceled for failure to carry out any other obligation of a member, subject to the following:
 - a. The member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that cancellation of membership could result if the failure is not so cured.
 - b. If the failure is not cured within the time required by the Board's notice or any extension of such time as the Board may grant, the Board may cancel the membership. The member may request a hearing before the Board on the proposed cancellation. The request shall be made in writing to the Administrator at least five days before the end of the period given by the Board to cure the alleged failure.
 - c. If a hearing is timely requested, the Board shall provide the member at least ten days' prior written notice of the time and place of the hearing, and the proposed cancellation may not take effect until such time after the conclusion of any hearing as the Board may set.
- 13.3 Cancellation of membership shall be in addition to any other remedy which may exist.
- 13.4 A member whose membership has been canceled shall lose all voting rights upon

Page 10 of 14

the effective date of the cancellation. Any claim of title or interest to any asset of the Trust, and any continuing obligation of the Trust to the member or of the member to the Trust, after cancellation of the membership, shall be as determined consistent with this Agreement, any policy adopted by the Board, and the Act.

ARTICLE 14. Dissolution and disposition of property.

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- 14.1 The Trust may be dissolved by the members as provided in Article 10. In the event of dissolution of the Trust, the assets of the Trust not used or needed for the purposes of the Trust, as determined by the Board, shall be distributed exclusively to municipalities which are members of the Trust immediately prior to dissolution to be used for one or more public purposes.
- 14.2 Upon partial or complete dissolution of the Trust by the members in accordance with Article 10, the Trustees shall determine, consistent with this Agreement, all other matters relating to the disposition of property and dissolution of the Trust, by a two-thirds vote of all Trustees.
- 14.3 The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Trust.

ARTICLE 15. Liability of Trustees, officers, Administrator, and employees.

15.1 No Trustee, officer, Administrator, or employee of the Trust shall be personally liable for any acts performed or omitted in good faith nor for any debts or other liabilities, actual or contingent, of the Trust or upon contracts or engagements on its behalf. The Trust shall defend and indemnify the Trustees, officers, Administrator and employees against any and all expense, including attorney fees and liability expenses sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed or omitted in good faith. The Trust may purchase public officials liability, errors and omissions or other insurance providing similar coverage for the Trustees, officers and employees of the Trust. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

ARTICLE 16. General provisions.

- 16.1 This document constitutes a contract among and between those municipalities which become all the members of the Trust. The terms of this contract may be enforced in court by the Trust or by any of its members.
- 16.2 Except as provided in this Agreement and to the extent of the financial contributions to the Trust agreed to herein or such additional obligations as may come about

through amendments to this Agreement, no member agrees or contracts herein to be held responsible for any claims made against any other member. The contracting parties intend in the creation of the Trust to establish an organization to operate only within the scope herein set out and have not herein created as between member and member any relationship of partnership, surety, indemnification, or responsibility for the debts of or claims against any other member, except that, to the extent required by the Act, all members of the Trust shall be jointly liable for the payment of claims to the extent of the assets of the Trust.

- 16.3 The laws of Kansas shall govern the interpretation and performance of this Agreement.
- 16.4 In the event that any portion of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect other portions, and this Agreement is expressly declared to be severable.
- 16.5 This Agreement does not relieve any member of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof by the Trust satisfies such obligation or responsibility.
- 16.6 All moneys received by the Trust are public funds, including earned interest, derived from its members which are municipalities within the State of Kansas.
- 16.7 Neither this Agreement nor any action adopting this Agreement is intended to nor does it waive, nor shall it be construed as waiving, any immunity or limitation on liability provided to the members or their officers or employees by any law, including but not limited to any such immunity or limitation appearing in the Kansas Tort Claims Act, and amendments thereto. The laws regarding workers' compensation and the benefits to the employer are reserved and shall not be deemed to have been waived by any action approving this Agreement or by membership in the Trust.
- 16.8 The provisions of this Agreement and of the other documents referred to herein, and the assets of the Trust, are for the benefit of the members of the Trust only, and no other persons or entities shall have any rights or interest in this Agreement or in any of the other documents referred to herein or in any such assets, as a third party beneficiary or otherwise. The assets of the Trust shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.9 It is the intention of the members that the Trust and any income of the Trust not be subject to taxation, and the members shall cooperate in such respects, including amending this Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Trust.

16.9a Except as permitted in this Agreement, and amendments hereto, neither the Board

Page 12 of 14

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nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the members.

16.10 To the extent permitted by any applicable excess insurance or reinsurance, if the Board or its authorized representative and a member disagree on whether a loss is covered through the Trust or on the amount of a covered loss, the Board or its authorized representative or the member may request that the disagreement be submitted to binding arbitration as follows:

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- a. Unless otherwise agreed by the Board or its authorized representative and the member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and regulations.
- b. The decision of the panel shall be binding on the Board or its authorized representative and the member.
- c. The Trust shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Trust and the member.
- 16.11 In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payments to all the rights of the member against any other person or other entity legally responsible for damages for such loss, and in such event the member agrees to render all reasonable assistance to effect recovery.
- 16.12 The provisions of the Act are hereby adopted by reference as a part of this Agreement, and any provision of this Agreement in conflict with the Act shall be inapplicable.
- 16.13 This Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with the Trust.
- 16.14 This executed Agreement replaces and supersedes all prior By-Laws for Kansas Municipal Insurance Trust.

In witness whereof, the parties hereto have entered into this Agreement by the execution of this signature page which shall be attached to and be a part of this Agreement.

This Agreement is executed by ______,Kansas, pursuant to Article 10, 10.1(d), as a result of certain changes to the By-Laws adopted at a Meeting of the Members of KMIT on September 17, 2017.

	Ву:
	Print Na
	Title:
	Date: _
ATTEST:	
Ву:	
Title:	
Date:	

The above KMIT By-Laws and Inter-local Cooperation Agreement was amended (per Article 10.2 of the existing By-Laws), by unanimous vote of the General Membership of KMIT, at the 2017 Annual Meeting of the Kansas Municipal Insurance Trust, in Wichita, on September 17, 2017

[The original KMIT By-Laws have been amended on October 7, 1996, October 8, 2001, October 7, 2012, and September 17, 2017]

Page 14 of 14

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NOTICE

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PURSUANT TO K.S.A. 12-2626

The proposed Kansas Municipal Insurance Trust is a group-funded pool formed through the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, <u>et seq.</u> The group-funded pool is not an insurance company subject to the general laws and rules and regulations relating to insurance companies; and the group-funded pool is subject to separate regulation by the Kansas Insurance Department as authorized by state statute and cannot commence or continue operations without a certificate of authority. Such authorization does not constitute an endorsement or recommendation of the coverage provided.

ACKNOWLEDGEMENT AND RECEIPT OF NOTICE ON BEHALF OF _____, KANSAS

By:_____

Chairperson

Date:_____



2016-2019

STRATEGIC PLAN Created 2015-2016 Implemented 20116-2017 Updated July 2017 Updated June 2018



Part One: Introduction

Strategic Plan Annual Review Process

The College's Strategic Plan uses four primary review processes for strategic planning:

1. On a quarterly basis, operational divisions review their progress against their Operational Plan goals, each of which is tied to the Strategic Plan.

2. An annual survey is conducted of employees to determine their opinions of the ongoing suitability of the current Mission and Vision statements.

On an annual basis, administration produces a report for Board review ("Strategic Plan Annual Review"), which provides data on the College's progress in the five areas of measure named in the Strategic Plan, as well as year-end summaries of the progress divisions made toward their goals.
 On an annual basis, following the review described in #3, the Board of Trustees makes any needed adjustments to the Strategic Plan, using data presented in the review and feedback from employees.

This document is the result of the fourth step of the process described above.

Strategic Plan History

Work began on the current Strategic Plan in 2015, when the Trustees had a special public meeting to receive feedback from the College community and to discuss whether the existing Mission and Vision Statements remained appropriate. The Board elected to continue the Mission and Vision statements unchanged, and then assigned the President to create a broad-based workgroup to draft a plan for review. The President assembled a ten-member team of faculty and staff who were chosen specifically because they represented all areas of the College and both physical campus locations. The team members solicited feedback from each of their areas. The team's meetings were open to all, and the team's draft was then presented to the Board of Trustees, which also provided input. In addition, ICC's Institutional Researcher completed an environmental scan using interviews with 52 community members, and internally, the College had just completed a SWOT analysis which every employee was able to complete. All of this material was made available to the Board. The Board then held a special public meeting to discuss institutional goals, and four goals were selected. In all, the 2015 Strategic planning process included over a dozen faculty and staff in the writing process, the entire campus in the research process, 52 members of the community in the same research process, and the entire Board of Trustees. In addition, any member of the faculty, staff, or public were included in the public comment and discussion periods prior to adoption.

The result was a three-year Strategic Plan for 2016-2019. The Board of Trustees set a vision for the school in which the College progresses on a path of continuous improvement in the areas of academics, student services, and staff support services. The continuous improvement is in defined areas which are quantitative and lend themselves to the use of comparative data to measure progress and to drive resource and policy decisions, with the goal of further improvement. Departmental Operational Plans were developed to measure continuous improvement in achieving the Board of Trustees' vision of excellence, and were documented in Tk20 for tracking purposes. Through the use of Tk20, areas for improvement were identified, goals set, measures established, and analysis conducted throughout each area of the campus. Compilation of the individual Departmental Operational Plans resulted in the 2016-2017 ICC Operational Plan, which ties to the Board of Trustees' Strategic Goals and the College Strategic Plan. The first annual Operational Plan was

presented to the Board of Trustees during the April 14, 2016 Board meeting. Quarterly Reports were presented during the July and October 2016 meetings, as well as the January and April 2017 Board meetings; an Annual Report was also to be provided in a standardized format and published on the College website.

The Board of Trustees reviewed the 2016-2017 Strategic Plan Annual Review in June of 2017, and adopted a number of recommendations for the Strategic Plan in July of 2017. The College 2017-2018 budget was created based on the strategic priorities contained in the updated Strategic Plan.

Operational Plans for each area, which are based on the Board's strategic goals, are created following revision to the Strategic Plan and subsequent budget development. The Board of Trustees continued to receive Operational Plan Quarterly Reviews during the 2017-2018 year. The Strategic Plan Annual Review was completed in June of 2018.

PART TWO: STRATEGIC PLAN

(For easier identification, proposed revisions are color coded. Recommended changes which appeared in the 2018 Strategic Plan Review appear in yellow. Additional recommendations received during the public comment period appear in light blue.)

MISSON STATEMENT

Independence Community College serves the best interests of students and the community by providing academic excellence while promoting cultural enrichment and economic development.

VISION STATEMENT

To be a community college that provides an exceptional educational experience by cultivating intellect, encouraging creativity and enhancing character in a student and community centered environment.

CORE VALUES

- Integrity ICC holds its employees and students accountable to be honest, ethical, and transparent.
- Excellence ICC demonstrates continuous quality improvement in academics and services offered to students and other stakeholders.
- Responsiveness ICC looks to the future by responding to the emerging needs of its stakeholders.
- Diversity/Enrichment ICC provides an environment that values uniqueness while promoting personal growth through creativity and innovation.

• Commitment ICC commits to making decisions that best serve its students and community.

STRATEGIC GOALS

1. Ensure continuous improvement of educational quality.

Institutional Action Steps:

- Implement and complete 2018 assessment plan (draft plan is included as Appendix A of this document)
- Continue participation in Assessment Academy
- Prioritize structural improvements to main Academic Building

2. Create distinctive career/technical education programs that are equally ready to serve the needs of transfer students and the employment goals of students seeking a two-year degree or certificate.

Institutional Action Steps:

- Based on local market research and state data, introduce one new program per year
- Continue ongoing program review process (review schedule to ensure that each year of the comprehensive review schedule includes a technical program)
- Consult with the academic division to determine if to achieve distinctiveness is the incorporation of "soft skills" or "cognitive skills" which might be taught through the entrepreneurship or other appropriate curriculum

3. Improve the College's relationship with the community.

Institutional Action steps:

- Determine baseline community participation in 2018 Inge Festival, measured by dollar support, volunteer participation, and local attendance, show improvement for 2019 in each category
- Create 5-year Strategic Plan for Festival
- Emphasize those aspects of the Facilities Master plan which are most likely to see public use (Facilities Plan is included as Appendix B of this document)
- Implement at least one program per year designed to reach out to the non-credit needs and desires of our community members on the 45-64 age group, which the data shows has experienced the most significant decline in the last five years of any specific age group

4. Enhance programs through innovation to improve the overall student experience.

Institutional Action Steps:

- Further enhance the CP2 Program to create additional community participants
- Operational Plans for each area that serve students should adopt a specific weak CSSE or Noel Levitz measure or measures that the area's activities influence
- Prioritize ADA improvements to existing facilities according to ADA Plan presented in Appendix C

5. Respond aggressively and appropriately to institutional needs identified by external accrediting organizations.

Institutional Action Steps:

- Meet or exceed needs identified by HLC
- Ensure campus-wide training in new accreditation pathway
- Meet any critical needs identified by 2017 Vet Tech Accreditation
- Prioritize needs identified by 2017 Cosmetology site inspection

6. In anticipation of a decrease in public funding, create philanthropic structures and processes to increase private support, and tuition and fee support.

Institutional Action steps:

- Work with the ICC Foundation to increase private support for scholarships by 25% over 2016- 2017 levels.
- Create a simple unrestricted quasi-endowment fund to be created with the current Capital Reserve account and any other available funds, for the primary but not exclusive purpose of funding capital projects in perpetuity
- Increase Booster Club membership by 10% per year

7. In recognition of the declining cash position of the College, create new structures, policies, and processes that create financial efficiencies, and bring anticipated expenditures into balance with anticipated revenue.

Institutional Action Steps:

• Some portion of academic scholarship dollars be devoted to the recruitment of residential students, separate from athletics and targeted toward academic programs in which residential enrollment growth is specifically desirable. That portion should be designed to produce residential enrollment growth of 10% per year

- Develop a completely new emphasis on online, in which online becomes its own virtual campus. The Director of Online should report directly to the President and should be a member of the President's Cabinet, and should be tasked with and evaluated on his/her success in reaching a minimum target of 25 new, unduplicated students in the fall semester of 2018 and a minimum target of an additional 25 new, unduplicated students in the spring semester of 2019
- Reflect the 2017-2018 revenue decrease accurately in the 2018-2019 balanced budget, and do the same for any anticipated revenue decrease in the 2018-2019 budget

8. Systematize an approach to the remaining projects in the Facilities Master Plan (Appendix B). The projects that remain in the Facilities Master Plan should be prioritized, based on campus need and donor partner potential.

Institutional Action Steps

- Using multiple measurement tools, survey the campus regarding priorities
- Edit the Facilities Master Plan to remove finished projects, incorporate the ADA plan, and include any new necessary projects
- Implement edited plan, with the goals of: implementing an appropriate portion of the ADA plan, an appropriate portion of structural needs, and part or all of a prioritized capital project in the revised plan

8. Develop a new 5-year College Strategic Plan.

Institutional Action Steps

- Environmental scan completed by Office of Institutional Research
- Create Strategic Planning Work Group with representation from Board of Trustees, Community, Employees, and Students
- Identify aspirational peer for use as model (structure, not content)
- Conduct internal and external draft review/comment sessions

9. Begin planning/feasibility phase for Centennial Capital Campaign

ENSURING THE MISSION - ACHIEVING THE VISION

For the purpose of this plan, the Board will consider an educational experience exceptional if it is part of a comprehensive program of continuous quality improvement, as defined in our Core Value – Excellence. We will achieve the Board's vision through excellence in the following three areas:

- Academic Excellence
- Service Excellence
- Support Excellence

We will measure our continuous improvement (excellence) using five areas of measure:

- Student Satisfaction
- Enrollment
- Retention
- Recruitment
- Completion

Summary of Supporting Data (Please refer to 2018 Strategic Plan Review for a more detailed analysis.)



Review/Report Card of Current Strategic Plan Mission, Vision, Areas of Measure, and Goals for 2017-2018:

This data should be used as a baseline against which future years' performance is calculated.

Mission and Vision Statement Survey

For the last two years, an annual survey is conducted of employees to determine their opinions of the ongoing suitability of the current Mission and Vision statements.



Participation in the survey remained nearly constant:





The result showed an increase in disagreement with the Mission of the College, measured against the results from 2017:



[The results for the Vision Statement were similar, showing a decline in agreement with the vision of the College, measured against the results from 2017:



The result showed an increase in disagreement with the vision of the College, measured against the results from 2017:



The qualitative comments that accompanied the survey suggest strongly that those who disagreed with the mission or vision did not feel that the mission or vision are inappropriate. Many actually stated that the mission or vision were appropriate. But the common theme was the perception that one or more areas of the College were not taking the mission or vision seriously, or whose actions were at odds with the lofty ideals they contain. These results are accommodated by the strategic goal which calls for new 5-year Strategic Plan, which would include a comprehensive review of the Mission and Vision.

Student Satisfaction Goals

There are three primary vehicles for measuring students' satisfaction: Graduate Exit Survey, CSSE, and Noel Levitz. Because the latter two are administered on alternating years and are nationally normed, they provide excellent long-term data about satisfaction trends.

Measured internally with non-normed instruments, ICC student satisfaction shows continuous improvement in general satisfaction:



How do you rate your two-year college experience at ICC as preparation for continuing your education? (Scale of 5 where 1=Very poor and 5=Very good)

- 1. 2014: 4.01 (*N*=111)
- 2. 2015: 3.92 (*N*=116)
- 3. 2016: 4.04 (*N*=117)
- 4. 2017: 4.08 (N=109)

The Noel-Levitz data, however, which is nationally normed and far more detailed, reveals multiple areas which are internal satisfaction weaknesses, or are below the national average for peer institutions, or both.

Recommendation for operational plans: Each Division should identify those items which are pertinent to their areas and weakest, and implement Operational Plan tactics that are designed to increase satisfaction in those areas. The institution-wide goals will be an average increase of 5% in all areas that were measured that year.

Enrollment Goals

Enrollment at community colleges in Kansas continues to be challenging. Here is the statewide headcount and FTE trend from the 2018 KBOR Data Book:



Headcount and FTE Academic Year 2012 - 2017

In the last five years, 17 out of the 19 community colleges have lost headcount enrollment:

							% Change
Institution	AY 2012	AY 2013	AY 2014	AY 2015	AY 2016	AY 2017	AY 12 - 17
Allen Community College	4,959	4,972	4,535	4,208	4,031	4,046	-18.4%
Barton Community College	14,810	15,807	15,951	16,275	16,049	14,736	-0.5%
Butler Community College	14,811	14,551	13,495	13,315	13,055	12,895	-12.9%
Cloud County Community College	4,601	4,484	3,764	3,569	3,437	3,089	-32.9%
Coffeyville Community College	2,718	2,486	2,470	2,362	2,331	2,329	-14.3%
Colby Community College	1,923	1,990	1,931	1,906	2,137	2,239	16.4%
Cowley Community College	6,147	6,155	5,571	4,998	4,461	3,876	-36.9%
Dodge City Community College	2,880	2,773	2,620	2,605	2,635	2,564	-11.0%
Fort Scott Community College	3,237	3,145	3,216	3,074	2,784	2,710	-16.3%
Garden City Community College	2,874	3,171	2,958	3,038	3,086	2,933	2.1%
Highland Community College	5,400	4,936	5,086	5,184	5,283	5,127	-5.1%
Hutchinson Community College	9,410	9,924	9,622	9,275	8,740	8,914	-5.3%
Independence Community College	1,825	1,730	1,530	1,292	1,303	1,444	-20.9%
Johnson County Community College	31,581	30,938	29,670	29,837	29,430	29,661	-6.1%
Kansas City Kansas Community College	11,047	10,805	9,779	9,212	8,464	8,338	-24.5%
Labette Community College	2,536	2,521	2,394	2,332	2,235	2,281	-10.1%
Neosho County Community College	3,931	4,176	3,812	3,100	2,877	2,837	-27.8%
Pratt Community College	2,417	2,325	2,285	1,994	1,640	1,641	-32.1%
Seward County Community College	2,670	2,734	2,632	2,638	2,692	2,587	-3.1%
Total Headcount	129,777	129,623	123,321	120,214	116,670	114,247	-12.0%

Five schools have lost more enrollment than ICC, and eleven schools lost less. (Note one interesting trend in the above chart – only two schools gained enrollment in the last three years, and ICC was one of them.)

The trend for FTE is similar but slightly worse:
Community Colleges Full-Time Equivalent Enrollment* Academic Year 2012 - 2017

							% Change
Institution	AY 2012	AY 2013	AY 2014	AY 2015	AY 2016	AY 2017	AY 12 - 17
Allen Community College	2,055	2,054	1,892	1,790	1,630	1,579	-23.2%
Barton Community College	3,869	4,079	4,257	4,291	4,252	3,849	-0.5%
Butler Community College	6,840	6,676	6,201	6,053	6,053	6,049	-11.6%
Cloud County Community College	1,710	1,612	1,463	1,397	1,344	1,321	-22.8%
Coffeyville Community College	1,501	1,307	1,375	1,269	1,279	1,288	-14.2%
Colby Community College	976	1,066	1,015	1,030	1,009	980	0.4%
Cowley Community College	3,237	3,199	2,911	2,537	2,361	2,026	-37.4%
Dodge City Community College	1,477	1,398	1,371	1,349	1,337	1,337	-9.5%
Fort Scott Community College	1,686	1,517	1,527	1,407	1,326	1,295	-23.2%
Garden City Community College	1,386	1,485	1,498	1,553	1,625	1,613	16.3%
Highland Community College	2,150	1,968	2,078	2,093	2,161	2,088	-2.9%
Hutchinson Community College	4,114	4,174	3,961	3,887	3,750	3,913	-4.9%
Independence Community College	941	853	777	719	761	826	-12.2%
Johnson County Community College	12,545	12,006	11,498	11,510	11,179	11,180	-10.9%
Kansas City Kansas Community College	4,848	4,721	4,309	4,019	3,619	3,593	-25.9%
Labette Community College	1,182	1,174	1,078	1,027	997	1,037	-12.2%
Neosho County Community College	1,662	1,668	1,579	1,392	1,295	1,325	-20.3%
Pratt Community College	1,162	1,130	1,109	1,039	881	895	-23.0%
Seward County Community College	1,280	1,326	1,267	1,294	1,306	1,262	-1.4%
Total FTE**	54,621	53,415	51,164	49,655	48,165	47,456	-13.1%

Eight schools have lost more FTE than ICC (one losing the same), and eight schools lost less. Only one school gained, and it gained the equivalent of four full-time students in five years! (Note that only five schools gained FTE enrollment in the last three years, and ICC was one of them.)

Here is ICC's five-year headcount and FTE for the most recent full years:



Headcount and FTE Academic Year 2012 - 2017

Enrollment declined during the AY2018 year, but as of the writing of this plan we do not have the final data for the entire academic year for our school or comparative data for the system.

Because funding at the state level is no longer tied to FTE for most courses, the College's primary strategic goal should be to fill its dorms, as the payments on those dorms represent a fixed cost. This does not necessarily favor out of district students, since some in-district students may either prefer to or be required to live in the residence halls. However, our primary measure of enrollment success for 2018-2019 should be whether we have maximum dorm occupancy. For the fall of 2017, credit hour enrollment shows the following:

Fall Semester: Credit Hour Enrollment by Residency

Source: KBOR Fall Census Collection

Out of state enrollment includes international enrollment hours.



This data is not identical to whether a student lives in the dorms, but there is a strong correlation which will remain until online-only programs are successful. We have no clear institutional definition of dorm "occupancy" and this must be developed.

Retention

Retention clearly declined for the previous year:

Undergraduate Retention History



• Of the 353 high school students enrolled on census day for Fall 2016, 30% or 106 were enrolled on census day for Fall 2017.

• Of the 722 undergraduates enrolled on census day for Fall 2016, 22% or 155 were enrolled on census day for Fall 2017.

• Of the 567 full time undergraduates enrolled on census day for Fall 2016, 23% or 132 returned for Fall 2017.

• Of the 155 part time undergraduates enrolled on census day for Fall 2016, 15% or 23 returned for Fall 2017.

First Time, Degree Seeking Undergraduate Retention

Source: IPEDS Fall Enrollment Survey

The retention rate is the percentage of the cohort who returned the subsequent fall semester plus students who completed their program as of the fall semester.



The college undertook a massive retention effort during the 2017-2018 year, and the results of that effort will not be known until fall 2018 at the earliest.

Recruitment

In the fall of 2015, the College achieved its major goal with regard to online education: ICC was approved by HLC for permission to offer 100% of individual academic programs online. This has dramatically increased the number and type of online courses ICC can offer, and we believe that online will become a significant growth area for us. It is important to note, however, that growth in online has not yet contributed to significant NET growth in institutional enrollment. We can see this from three sets of combined data: the minimal growth in total FTE at the College, majority of headcount growth coming from concurrent students, and the stagnation of credit hours offered to Freshmen and Sophomores. Online courses are currently cannibalizing some of our on-ground courses. However, this is not necessarily a bad thing: it is our responsibility to offer a variety of classroom formats to suit the needs and interests of students. But it does point the way to the next step for online: leveraging the HLC award to offer increased courses to attract substantial new students to ICC.

In light of this data, recruitment will be measured in the following ways:

Measurement 1: Freshman athletic enrollment should remain steady or increase

Measurement 2: Concurrent enrollment should increase, but only by those percentages that represent the capacity of the local high schools to generate an increase

Measurement 3: Online enrollment should increase by 25% per year

Measurement 4: Residential enrollment should increase to full dorm capacity with the goal of an increase of 10% per year

Illustration 23. Athletic Scholarships by Sport and by Term

Source: Financial Aid Scholarship Tracking

The first number in each cell is the number of students actually receiving a scholarship for that sport, the number in parenthesis is the number of students receiving a different type of scholarship (Academic Athlete, Sports Management, etc.) that were recruited by that sport.

	Baseba	Chee	Footba	Gol	Men's	Softba	Volleyba	Women'
	11	r	11	f	Basketba	11	11	S
					11			Basketba
								11
Spring	17 (15)	16	39 (60)	2	11 (7)	17 (9)	12 (9)	13 (9)
2018		(2)		(0)				
Fall	21 (21)	13	65 (95)	4	12 (11)	18	13 (8)	13 (8)
2017		(2)		(1)		(10)		
Summ	2	4	31	0	12 (2)	0 (0)	5 (0)	1 (2)
er 2017			(141)	(0)				
Spring	18 (18)	20	54 (71)	2	8 (9)	19 (5)	12 (0)	13 (8)
2017		(4)		(0)				
Fall	19 (24)	30	69 (40)	2	14 (11)	21 (3)	12 (0)	11 (3)
2016		(4)		(0)				
Summ								
er 2016								
Spring	20 (21)	32	60 (38)	1	15 (9)	17	10 (4)	15 (8)
2016		(5)		(0)		(11)		
Fall	18 (27)	39	73 (26)	0	16 (12)	20	11 (8)	15 (10)
2015		(4)				(11)		

Illustration 24. Fine Arts Scholarships by Department and by Term

Source: Financial Aid Scholarship Tracking	Source:	Financial	Aid	Schol	larship	Tracking
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	Art	Band	Vocal	Theatre
Spring 2018	1	15	15	9
Fall 2017	3	13	17	8
Summer 2017	0	3	1	0
Spring 2017	4	15	11	5
Fall 2016	4	19	16	7
Summer 2016				
Spring 2016	7	32 Music*		7
Fall 2015	7	38 Music*		12

*The tracking for music scholarships during this time frame doesn't show a distinction between Band and Vocal

Completion Goals

As shown in the 2017-2018 Strategic Plan Review, local completion data is as follows:

Four Years of Completion Rates

Source: IPEDS Graduation Rates Survey

	2011	2012	2013	2014
Total Women's Cohort	105	94	128	101
Women Completers within 150%	40	33	32	24

Women Transfer-out Students	15	27	54	42
Total Men's Cohort	114	104	162	139
Men Completers within 150%	20	16	31	28
Men Transfer-out Students	29	49	73	68
Total Cohort	219	198	290	240
Total Completers within 150%	60	49	63	52
Total Transfer-out Students	44	76	127	110

Completions by Gender and Race/Ethnicity

Source: IPEDS Completions Survey

Completion represents the number of awards earned during the indicated academic year and may represent a duplicated headcount of students in which a student may earn more than one award.

	2014-2	2014-2015		2015-2016		2017
	Men	Women	Men	Women	Men	Women
International	1	1	1	3	1	3
Hispanic/Latino	4	3	1	3	0	4
American Indian/Alaska Native	2	5	0	1	3	0
Asian	0	1	0	0	1	0
Black or African American	11	7	25	11	20	9
Native Hawaiian or Other Pacific	1	0	0	0	1	0
Islander						
White	46	131	51	117	41	79
Two or More Races	3	4	2	8	6	3
Total	68	152	80	143	74	106

Completions by Degree Level and Age Source: IPEDS Completions Survey

Source: IPEDS Completions Survey							
	2014-2015		2015-2016		2016-2017		
	Certificate	Associate	Certificate	Associate	Certificate	Associate	
Under 18	29	0	20	0	18	0	
18-24	66	76	58	91	27	98	
25-39	23	14	16	12	10	10	
40 and above	8	4	10	7	2	6	
Total	126	94	104	110	57	114	

Measurement: ICC's position is that we view the success of our transfer students and the success of our local completers to be of equal value if the student has met his/her self-identified educational goal. Therefore, our goal is to increase our % Cohort Rank for "% Completed OR Transferred" by an average of 2% each year for the next five years. Note that because of the need to track transfers, this is a lagging indicator, and so steps taken to achieve this goal may result in modest results for the next 2-3 years.

Operational Plans

Operational Plans and Review Cycles

The Board will ensure the influence of this plan through the use of operational plans in each administrative area. These plans will:

- Be documented for public access and data retrieval
- Drive resources in the budget process
- Be reviewed for input by the Board of Trustees

The Board will ensure accountability and data-driven decision-making through the use of rigorous, transparent reporting in each area of measure: These reports will:

- Consist of Quarterly Reports and an Annual Report to the Board
- Be presented using standardized format across administrative areas
- Be published on the College website Operational Plan Purpose, Content and Format

The Board of Independence Community College believes that those it serves, whether taxpayers, students, or donors, deserve the finest school possible. The Board has set a vision for the school in which the College progresses on a path of substantial continuous improvement in the areas of academics, non-services, and staff support services. This substantial continuous improvement should be in defined areas which are quantitative and lend themselves to the use of comparative data. This data should be used to measure progress and to drive resource and policy decisions, with the goal of further improvement. The resulting plan should be driven by the Board's vision, require that decisions are driven by data, places students and education at the center of the College's efforts, and clearly separates the statutory responsibilities of the Board from administrative management of the College.

The College Operational Plan for 2018-2019 will support the Board's directive to demonstrate excellence in Academics, Service, and Support, and will outline the specific steps each area will take to support the specific Strategic Goals of the ICC Board of Trustees. Format of the Operational Plan Areas within the College vary widely in complexity, scope, and number of employees. Because of this, the individual area plans vary in terms of the number of objectives the area has selected, how they are achieved, and how many employees are available to support the effort. However, each individual area Plan has a common general format. That format asks five questions:

1. What are the objectives of this area? (Each should relate to the Strategic Goals of the Board and/or the three areas of excellence)

- 2. What are the strategies this area will use to achieve the objectives?
- 3. What measurements will this area use to determine whether the objectives have been met?
- 4. Who is responsible for carrying out the various strategies, and by when?
- 5. What is the current status of each strategy?

Appendix A



2018-21

Institutional Plan for Assessing Student Learning

Independence community college

General Information

The Student as the Primary Measurement Level

Independence Community College (ICC) is committed to transforming the lives of its students. In order to meet this commitment, ICC's student learning outcomes assessment process is focused primarily on the direct measurement of students' learning and experiences. Data is collected from students through coursework, co-curricular participation, surveys, etc. to assess learning outcomes both inside and outside the classroom. The primary focus of the assessment process is the value added to the life of a student through the completion of each individual's goals.

The Mission, Vision, and Core Values at ICC guide the development of the Strategic Plan. The assessment plan at ICC is used to evaluate the actions taken as we strive to reach our strategic goals. Below is a list of each of these entities:

The Mission of Independence Community College

Independence Community College serves the best interest of students and the community by providing academic excellence while promoting cultural enrichment and economic development.

The Vision of Independence Community College

To be a community college that provides an exceptional educational experience by cultivating intellect, encouraging creativity, and enhancing character in a student and community centered environment.

Core Values

Integrity: ICC holds its employees and students accountable to be honest, ethical, and transparent.

Excellence: ICC demonstrates continuous quality improvement in academics and services offered to students and other stakeholders.

Responsiveness: ICC looks to the future by responding to the emerging needs of its stakeholders.

Diversity/Enrichment: ICC provides an environment that values uniqueness while promoting personal growth through creativity and innovation.

Commitment: ICC commits to making decisions that best serve its students and community.

Strategic Goals

1. Create distinctive career/technical education programs that are equally ready to serve the needs of transfer students and the employment goals of students seeking a two-year degree or certificate.

Institutional Action Steps:

- Based on local market research and state data, introduce one new program per year
- Continue ongoing program review process (review schedule to ensure that each year of the review schedule includes a technical program)

2. Improve the College's relationship with the community.

Institutional Action Steps:

- In 2017-2018 fiscal year, implement Community Pirate Partnership program
- Improve community participation in Inge Festival, measured by dollar support, volunteer participation, and local attendance
- Increase the number of Community Service hours performed by student athletes to 5 hours annually per athlete
- 3. Enhance programs through innovation to improve the overall student experience.

Institutional Action Steps:

- In 2017-2018 fiscal year, implement Community Pirate Partnership program 10
- Focus the 2017-2018 Repair and Renovation Fund expenditures on improving the student experience
- Operational Plans for each area that serve students should adopt a specific CSSE or Noel Levitz measure or measures that the area's activities influence
- Research and identify funding sources for implementation of a professional recruiting software system

4. Respond aggressively and appropriately to institutional needs identified by external accrediting organizations.

Institutional Action Steps:

- At close of regional accreditation cycle, identify accreditation requirements not yet addressed
- Meet any critical needs identified by 2017 Vet Tech Accreditation
- Meet any facilities needs identified by 2017 Cosmetology site inspection

5. In anticipation of a decrease in public funding, create structures and processes to increase private support, and tuition and fee support.

Institutional Action steps:

- Work with the ICC Foundation to increase private support for scholarships by 25% over 2016- 2017 levels
- Create new structures and processes to increase unrestricted support for the College in the amount equivalent to the loss of public funding since 2016-2017
- Increase Booster Club membership by 10% per year
- Lead by the Online division, the College should research and produce a recommendation to the Board for the use of marginal cost pricing for students outside of our service area

The Institutional Assessment Cycle

In order to engage in continuous quality improvement, ICC has set forth the following assessment cycle to ensure continuous learning, measurement, and assessment of student learning. This is a three year cycle, with the first two years collecting and analyzing data, and the third year reflecting on the data to make changes for the upcoming cycle. While mini cycles can happen continuously throughout the given academic year, this plan will set the larger goals that will be accomplished at the institution level. For more in-depth cycles, please see the Program Review Handbook and the Faculty Assessment Handbook.



Step 1: Setting Goals (Year 1)

Each department/program at ICC must align their goals for student learning to at least one of the institutional-level outcomes listed below:

Thinking: Stakeholders will demonstrate the ability to think critically, to evaluate information analytically, and to use ideas in creative and innovative ways.

Communication: Stakeholders will demonstrate the ability to express ideas and information effectively.

Literacy: Stakeholders will demonstrate the ability to master concepts and terminology.

Responsibility: Stakeholders will demonstrate the ability to reason ethically as responsible citizens.

Step 2: Setting Outcomes and Tools (Year 1-2)

Each area of the College must use both internal and external tools when setting outcomes. These can include surveys and benchmarks (NCCBP, CCSSE, Noel Levitz), or data received from the Kansas Board of Regents.

A.) Departments will set outcomes through their Operational Plans that are aligned with the Strategic Goals of the College. These can remain the same from Year 1 to Year 2, or they can be changed if necessary.

- B.) Academic Programs will set Program Outcomes that are tied to our General Education Learning Outcomes. Once these have been set, Course Outcomes will be mapped to the Program Outcomes. General Education and Program Outcomes will remain the same for the Program Review cycle, but Course Outcomes can change year to year if necessary.
- C.) Co-Curricular Programs will set outcomes that are tied to our General Education Learning Outcomes. They may change year to year based on the outcomes set.

Step 3: Collect Data (Year 1-2)

- A.) Departments will collect data on a quarterly basis each year and report that information back to the Assessment Committee and the President's office.
- B.) Academic Programs will collect course data each term, and report that information back to the Assessment Committee and the Academic office. Program data will be collected and reported to the Program Review Committee. General Education data will be collected by the Assessment Committee through the reported course data each term.
- C.) Co-Curricular Programs will collect data on a term basis and report that information back to the Assessment Committee.

Step 4: Action (Year 1-3)

- A.) Departments will analyze data collected at the end of each academic year to determine whether student learning goals were met, or if adjustments/changes need to be made.
- B.) Academic Programs will analyze course data at the end of each term, and Program data at the end of each academic year to determine whether student learning goals were met, or if adjustments/changes need to be made.
- C.) Co-Curricular Programs will analyze data at the end of each term to determine whether student learning goals were met, or if adjustments/changes need to be made.

Organizational Structure

The Assessment Committee is at the top of the organizational structure for ensuring the above Assessment cycle occurs. Recommendations and decisions regarding this plan are created and/or edited by this committee. Once each term this committee will report on their progress to the President's Cabinet, as well as put together an annual report regarding ICC's assessment progress. This report will be available for the Board of Trustees when setting a new Strategic Plan.

Academic Assessment Team (AAT)

The Academic Assessment Team is composed of representatives from the Assessment Committee. The team members are responsible for guiding the assessment process and ensuring that assessment practices are conducted with fidelity. The AAT will lead the meetings and training of Faculty in Tk20. Questions or concerns about assessment should be brought to the attention of an Assessment Committee member, or to the VPAA.

Appendix B



Independence Community College

Facilities Master Plan Overview



Facilities Master Plan Overview 2016-2021

This overview is intended to outline the elements that would be contained in a Facilities Master Plan for Independence Community College. These elements were created by the Facilities Planning Committee, which consists of Tammie Geldenhuys (VP Student Affairs), Kara Wheeler (Interim Vice President for Academic Affairs), Chris McDiarmid (Director of Facilities and Maintenance), Jim Correll (Fab Lab Director), and Dan Barwick (President).

The items in this document flow from, and are inspired by, the college's Strategic Plan approved by the Board of Trustees in June of 2015. Specifically, that plan called for a focus on excellence, defined as continuous quality improvement. Because the physical facilities of the college represent a significant share of the college's assets, it is a natural consequence of the Strategic Plan that those assets be improved over time, in order to provide better academic quality, better services to students, and better support for employees.

The committee recommends that the Facilities Master Plan contain the following projects, with associated costs and funding sources. Each section contains a case statement, diagrams, photos, or architectural plans if available, and a description of the project. After some discussion, it is the recommendation of the committee that the projects be presented in no particular order, and with the understanding that the completion timelines are suggestions only – it is understood that in most cases, these projects rely on outside funding, the pace of which cannot be determined. In addition, the Repair and Maintenance schedule is ongoing throughout the five years.

The projects which follow comprise all of the capital projects planned during the 2016-2021 period. This includes projects that are already underway (such as the weight room and culinary lab), projects which have not yet begun but should be completed during the timeframe of the plan (such as the renovations to the academic building), and projects which will undergo only a design phase or donor feasibility study during the next five years (such as the retail courtyard).

Welcome Center – New Construction

Case: This project seeks to correct a number of campus deficiencies simultaneously:

- Nearly all of the administrative components of the admissions process of the college, including all student services except tutoring/advising, is housed in the current administration building, which is the oldest, smallest building on campus – hardly the "front door" that prospective students expect when they visit Admissions.
- 2. Because Advising is separate from the rest of student services, prospective students cannot have the "one stop shop" experience that is now the norm on college campuses. A prospective student normally must interact with a number of different offices admissions, financial aid, student accounts, advising, housing, etc. At ICC, students must physically leave the admissions department and walk across campus to meet with an advisor, and then in many cases walk back to admissions. Ideally, all student services would be in the same place.
- 3. The campus itself has no main entrance. ICC is the only college in Kansas that the committee is aware of that has no prominent "front door" to the campus, an entry point for visitors.

Funding is available for construction of student services facilities, through the federal Title III grant program.

Project: Construction of a Campus Welcome Center devoted primarily to student services, designed for both incoming and existing students. This facility would house all financial services, admissions, advising, and housing, while creating new administrative space for the people displaced by the Student Union project. Space would be provided for:

Receptionist/ Lounge Children's Play Area Admissions Coordinator Recruiter Registrar Enrollment Advisor Office (2) Admissions Spare Office Registrar's File Room **Testing Area Housing Office Financial Aid Coordinator** Financial Aid Specialist (2) **Financial Aid Spare Office** Financial Aid File Room **Computer Cubicles Cashier with Payment Window** Financial Counselor- A/R **General Ledger Office**

Accounts Payable Office **Business Spare Office** Conference Room Mail Room/Copier Room **Business Office File Room** Human Resources Manager Payroll Manager **HR Spare Office HR Conference Room HR File Room VP Financial & Employment Services** President's Office Exec. Asst. to President VP Marketing & Recruiting Adm. Asst. VP Student Affairs/Athletics **VP Student Affairs/Athletics** Copier Room Grant Writer Dir. Institutional Research Administration Spare Office Board Room/Break Room Public Area Restrooms (2) Private Area Restrooms (2) Break Room Mechanical/ Electrical Rooms (2) Walls & Circulation Space @ 20%

We have received eligibility from the federal government to file for a Title III grant. Title III grants are \$2-3M grants that can be used for construction as long as that construction relates to student services and success. In 2015, we filed to determine eligibility and were turned down. This year, we were approved and so the next step is to file for a Title III grant. As the following slides show, we have already designed the facility in preparation for Title III filing.







NORTHEAST EXTERIOR VIEW





INTERIOR AERIAL VIEW



NORTHEAST EXTERIOR VIEW



CONSTRUCTION COSTS & FEATURES

DESCRIPTION	<u>QUANTITY</u>	<u>UNIT</u>	UNIT COST	EXTENDED
New Building	12,255	S.F.	\$ 165.00	\$ 2,022,075.00
Site Development	1	L.S.	\$ 100,000.00	\$ 100,000.00
Construction Contingency @ 10%	10%		\$ 212,208.00	\$ 212,208.00
Architectural/ Engineering Fee	7%		\$ 148,545.00	\$ 148,545.00
TOTAL CONSTRUCTION COSTS				\$ 2,482,828.00

ENERGY SAVING & GREEN DESIGN FEATURES

- Polished concrete floors in high traffic areas.
- R-20 minimum wall insulation w/ masonry veneer.
- R-49 minimum roof insulation.
- White reflective single-ply roof membrane.
- Insulated low-e glass windows w/ solar screens.
- Low flow plumbing fixtures.
- Natural daylighting to all office areas.
- T-8 fluorescent bi-level light fixtures with occupancy sensor controls.
- Ground source geothermal heating and cooling system.
- Rainwater collection for landscaping irrigation.

Academic Building: Renovation

Case: With the exception of the renovations to the bookstore/library, the renovations to the Tutoring Center, and the IT infrastructure of the building, the Academic Building is virtually unchanged since it was constructed in 1970. Its appearance is dated and worn. As the main building for academics, it should be impressive, useful, and visually pleasing to visitors, students, and employees alike. Because the IT backbone is strong, the building has a new roof, and the environmental controls are sound, most of the needed improvements are simply amenities and cosmetic improvements, making this a very cost-effective part of the Facilities Master Plan.

Possible Improvements: New painting/surfaces, ceiling tiles, lighting throughout. Additional instructional aids in classrooms based on faculty feedback. AC 200 Completely updated.

Process: A working group has been convened by the president to make a series of recommendations.

The working group's membership:

Upesh Patel (custodian) Tamara Kessler (faculty) Brett Gilcrist (faculty) Archana Lal (faculty) Lynn Reddy (staff) Sara Owen (librarian) Kara Wheeler (academic administrator) Chris McDiarmid (facilities) Dan Barwick (president)

This committee will produce a set of recommendations, which will then be prioritized based on workflow, cost, and impact. Renovations will begin in the spring of 2017.

Cost: \$75,000 per year for two years Source of Funds: Repair and Renovation Fund. Begin: 2016

Weight Room Facility – New Construction

The Case: ICC currently does not have a strength training facility, and uses the facilities at the high school. This is expensive because of transportation costs (the football team alone must transport over 100 students), and time consuming, which takes students away from the coursework and makes their academic schedules less flexible.

The Project: The proposed steel weight room building has been engineered and meets all the weight, wind and snow loads for Southeast Kansas. The steel will be 26 gauge and with 3 foot deep concrete footings anchoring the perimeter building. It will be insulated/sheet rocked and include bay lighting with central air and heat. There will be a brick veneer wrap around the building to tie it into the current architecture that will be consistent with surrounding buildings. The annual average electrical cost will be about \$2663.00 per year.

Providing the student athletes with a state of the art Weight Room on our main campus enhances the ICC experience and creates 'An Elite Student-Athlete Experience', secures our competitive future which brands our college & community. It creates value to our college by increasing revenue through donor gifts and alumni engagement. No other Community College in our conference will have the performance flooring or equipment that ours will have.

Two of the top 5 conditions to be an Athletic program of Excellence will be met with this facility (according to the Athletic Program of Excellence Report provided to the Board in July of 2016):

#2 Facilities that recruit and retain top level students who are committed athletes.

#5 Highly skilled student athletes (and their Parents) are looking for Community Colleges that are committed to the student athlete experience and provide exceptional athletic facilities.

Our current weight room facilities and equipment do not even compete with High School weight rooms in the state of Kansas.

Having this Weight Room located on our main campus allows easy accessibility for daily use of all student athletes who do not have transportation. Its main campus location also provides the opportunity for academic weight training classes or personal training for all ICC students, staff and faculty. This facility will meet the need of every athletic program which amounts annually to over 300 student athletes.



Modular 9' 6 Post Rack (Baylor) Performs all major lifts in the safety of a full rack design. Built in the USA using premium 7 Gauge Steel, Laser Cut Uprights and Rhino Hook Bar Catches.

Power Lift is the choice of the top collegiate and professional athletic programs. No other KJCC Community College has this weight room equipment.

Cost: \$100,000 Source of Funds: Donor (funds already received) Begin: 2016







Fab Lab Expansion – Addition to existing building

Relationship to Strategic Plan: Board Goals: "Create distinctive career/technical education programs that are equally ready to serve the needs of transfer students and the employment goals of students seeking a two-year degree or certificate" and "Improve the College's relationship with the community" and "Enhance programs through innovation to improve the overall student experience."

Case: The current Fab Lab was a retrofit of an unused space in the Cessna Building. The Fab Lab is experiencing crowded conditions that have come from the heavy usage it now experiences on a daily basis. We are seeing increased use from all categories of users; community members, ICC students, area high school student classes and groups, Greenbush (educational cooperative) and several of our area public and private middle schools are bringing students to the Fab Lab now and most are asking to use the facility more frequently in the future. The Fab Lab footprint was never sufficient to serve these groups, and as the facility is used more by our own engineering students, the situation will only grow worse.

This construction project expands an existing fabrication laboratory in Independence, Kansas, which is one of some 700 members of the Fab Foundation, originated at the MIT Center for Bits and Atoms. The current facility, 1,755 square feet, opened in October 2014. It has to-date more than 180 paid-memberships, some from as far as Wichita (118 miles). In response to current user needs and future demands, this project will add an 80 foot by 100 foot (8,000 sq. ft.) lab adjacent to the current fab lab. A primary goal is to allow for dedicated space for use by entrepreneurs and innovators, so they will not have to compete with community and educational users for lab resources. The projected 3,600 square feet for entrepreneur space includes an "innovation room" and "entrepreneur's bullpen." Private-sector users will also have access to an in-house "entrepreneur-in-residence" to aid their business development ideas. The expansion also allows for upgraded and expanded equipment suitable with greater prototyping capabilities, along with entrepreneurial-supportive features: a welding booth and a paint and powder coating booth. There will also be an area for entrepreneurs to lease a small office, and secure facilities to store materials.

The need for this project is reflected through statistics that describe economic conditions of the region: statistics for Montgomery County, in which the project is located; and statistics that correspond with the Southeast Kansas Comprehensive Economic Development Strategy (CEDS) region.

Montgomery County is facing increased economic distress. The U.S. Bureau of Labor Statistics reports Montgomery County with a 6.7 percent unemployment rate in June of 2016, significantly higher than the national figure of 4.9 percent. The American Community Survey shows 18.2 percent of population below poverty level, compared to 13.6 percent in Kansas as a whole.

It is likely that available statistics do not reflect major negative economic events that still hinder future growth. In October of 2015, Mercy Hospital in Independence closed (190 jobs lost), leaving the town of 9,200 among the largest isolated communities in the nation with no full-service hospital

or emergency room facility. In March 2015, two other major employers closed in Montgomery County (an Amazon.com distribution facility and the Southwire manufacturing plant), for an additional loss of 500 jobs. The Southeast Kansas CEDS report echoes this discouraging trend for Montgomery County and its immediate 12-county region. The 2014 CEDS report stated: "Unfortunately, the [the southeast Kansas CEDS area] continues to experience unemployment rates that are higher than the state average." The report adds that the economic development agency Kansas, Inc., rates Southeast Kansas as the most distressed region in Kansas, and has the lowest income of any CEDS district in the state.

To mitigate this economic distress, the Southeast Kansas CEDS Strategy outlines several objectives, and this project closely aligns with several. For instance, CEDS Strategy Objective #1 is to help with business start questions. The project includes an "Entrepreneurs Bullpen" and "Innovation Room" for exclusive use of business innovators, where they can share ideas and expertise. In-house advisors are available at no charge to aid business innovators in the best usage of advanced manufacturing equipment to attain their vision.

This project also aligns with the CEDS Strategy Objective #5, "Attracting and Retaining Business and Industry." The objective reads: "Encourage and support entrepreneur programs and educational endeavors." This project aligns with this objective. Not only is the project the sole National Fab Lab Network facility in the region, but the fab lab includes an "entrepreneur-in-residence." This experienced staff member mentors and encourages entrepreneurs, and guides the innovators to helpful resources that further develop their ideas. Furthermore, this project adds more entrepreneur-supportive features such as a coating lab, welding lab, and offices and lockers available for lease at a reasonable fee. All these features create an entrepreneur-supportive environment. These features also align with the Kansas Department of Commerce Strategic Plan titled: "Cooperating and Integrating the CEDS with Kansas' Economic Priorities" in which Priority Number 7 is to encourage "Rural and high-growth entrepreneurial ventures."

As the project is located at Independence Community College, the project fills the need of numerous organizations which use the project space as an educational tool. Continual workshops and classes will give formal training to students (and community members) on how to use the fab lab for creative uses. ICC will offer specialized training for entrepreneurs on ways to incorporate creative thinking with fab lab use.

This project positively impacts two EDA funding priorities. The first priority is "Economically Distressed and Underserved Communities." The Southeast Kansas CEDS region and the immediate area around the project site have both suffered disproportionate economic distress and job losses. This project boosts the region's competitiveness by making available to innovators an expansive fabrication laboratory, supported by advanced manufacturing prototyping equipment and an entrepreneurial friendly environment.

The second EDA funding priority is the National Strategic priority in which the EDA "especially encourages projects that support increasing manufacturing, including advanced manufacturing." This project introduces advanced, additive manufacturing to a region that has customarily only

investigated subtractive manufacturing, opening new avenues of thinking and product innovation in an isolated region.

The region's eligibility is based on median income. The U.S. Census ACS 2014 statistics for Montgomery County shows the median income as \$40,716. By contrast, the median income from the U.S. Census ACS 2014 shows the median income for the nation was \$53,482. This means that the median income for Montgomery County was just 76.1 percent of the figure nationwide.

Planned Improvement: Build an additional facility of 8,000 square feet either attached to or adjoining the existing Cessna Learning Center on the main campus of Independence Community College. The new facility will provide these solutions to the continuing needs of our rapidly growing user base:



• Metal Fabrication –

• Space will be provided for our existing metals equipment, including our plasma cutting table, mill, lathe and media blaster.

• The area will include a new booth to add welding to our existing metals capability.

• Additional space will serve to house metal working equipment that will be donated in the future.

• **Paint and Finishing** – Space will include a paint booth so that projects can be painted safely with the proper ventilation and safety equipment.

• **Member Storage** – Lockers will be made available for members and students to store their small projects and personal effects.

• **Office Space** – While not as exciting as other aspects of creative space, we need some work space where we can go about the business of administering and operating Fab Lab ICC and the leaders of our partner programs.

• Entrepreneurs Bull Pen – This open area is available to Fab Lab member entrepreneurs to run their businesses in an open, collaborative area where the inspirations and ideas can flow freely. The Bull Pen is office space without the traditional cubicles.

• **Innovation Room** – This room will serve as a place for meetings, classes, gatherings, meals and other activities. There will be no "permanent" Fab Lab equipment; therefore, the room can be scheduled for private as well as collaborative meetings and classes. The design and "look" of the room will foster creativity and innovation.

Cost: \$700,000

Source of Funds: \$350,000 from EDA, \$50,000 from IAP, \$100,000 from college, 200,000 from gifts Begin: 2017

Proposed site:






Recital Hall – Addition to existing building

Relationship to Strategic Plan Areas: Academic Excellence, Service Excellence. Board Goals: "Improve the College's relationship with the community"

Case: The current Fine Arts Building is not nearly big enough for its current needs, let alone any expansion of the music, art, or theatre programs. The music practice room has become a catch-all for choir practice, band practice, community band, instrument storage, class instruction, and one-on-one instruction. The building has almost no storage capability to accommodate the significant theatre set storage needs of the Inge Center and the theatre program, many of which are currently stored at ICC West. One of the two art labs is also used as classroom space. The Inge Theatre is used by two academic programs, the Inge Center, the college for occasional events, and various community groups. When sets are on stage, the theatre cannot be used for other events, including music performances. In addition, the Inge Theatre is not well-suited to music events, since its acoustical capabilities are poor.

Planned Improvements; All of these problems listed above could be alleviated by the construction of a music recital hall and storage space. This recital hall would seat 150-200 people and be located immediately adjacent to the building to the east of the Inge Theatre. Such a facility would allow all music practice to move out of the current facility, freeing the current practice room to be renovated into an acoustically correct lecture hall. The new lecture space would allow the art labs to be fully used as labs instead of instructional space, allow a new large instructional space for Music Appreciation and Art Appreciation, and provide an additional large lecture space for the college. The burden on the Inge Theatre would then be reduced by four on-campus groups: the Choir, Chamber Singers, Band, and Recitals could now all be held in the new facility. The new recital hall would include storage space for the Inge Theater sets, which would save staff time (compared to moving sets from ICC West) and expand storage capability.



Examples of existing recital halls in this size range:

Alfred Newman Recital Hall, USC



Recital Hall, University of Minnesota, Morris Campus



Evangel University Recital Hall

Cost: Approximately \$1M Source of Funds: \$500,000 from Capital Reserve Fund (pipeline funds), \$500,000 from gifts Begin: 2018

Culinary Lab – Buildout of unfinished space

Relationship to Strategic Plan Areas: Academic Excellence, Service Excellence. Board Goals: "Improve the College's relationship with the community"

Case: The college currently has two culinary-related programs: "Culinary Arts" and "Culinary Arts and Hospitality." Both are 15 credit-hour programs designed to offer a simple credential to students that would lead to a basic level of employment in a food-related setting. Historically, neither of these programs has enrolled any significant number of students. Because of low enrollment, the college would hire an adjunct to teach the courses. But the root cause of the low enrollment was a lack of a teaching facility; without a facility, recruitment was difficult; without students, a full-time instructor did not seem to be warranted; without students or full-time instructor, it seemed pointless to expand the facilities, and the cycle would repeat. This is despite reports of widespread interest in the program from prospective students.

Planned Improvements: The college should build a culinary lab in the final unfinished space at ICC West. The size of the space is appropriate for such a lab, the space is adjacent to the community room (which means the lab could be used for catering that space), the program is consistent with the other workforce preparation programs at the facility and with the Board of Trustees goal to develop further workforce preparation programs.

Cost: Approximately \$293,000 Source of Funds: \$75,000 from repair and renovation fund, \$98,000 from capital mill levy, \$45,000 from ICC Foundation, \$75,000 from gifts Begin: 2016

(A floorplan follows on the next page)



Indoor Athletic Practice Facility – New Construction

Relationship to Strategic Plan Areas: Service Excellence. Board Goals: "Improve the College's relationship with the community"

Case: Our current facility is far too small for the number of teams and athletes we have. It does not allow large teams to practice indoors during winter or poor weather, some of our teams don't have locker rooms, there is no space for cheer and dance to practice, and intramural opportunities are limited.

Planned Improvement: Indoor Athletic Training Facility with Weight Room, located behind the Villas.

• This facility would benefit Football, Baseball and Softball by allowing them to practice during inclement weather.

• Both basketball teams and the volleyball team would benefit by having a quality weight room, and reduce wear and tear on the floor in the gymnasium from practices by other sports teams.

- All teams would benefit in recruiting more quality athletes who are going to other Community Colleges because of their indoor facilities.
- An extra court would provide a place to house Intramurals and practice space for Cheer/Dance.
- Provide local high school coaches and their teams another place to practice during the winter.
- An indoor facility would allow us to increase the size of our current athletic training room in the gymnasium to provide better service and rehab for our injured athletes.
- Provide locker rooms for Baseball and Softball who currently don't have them.
- Revenue source from rental to community events throughout the year.

Cost: approximately \$1M

Source of Funds: \$250,000 from Capital Reserve Fund (pipeline funds), \$750,000 from gifts Begin: 2019

ICC West Expansion - Design Phase

Relationship to Strategic Plan Area: Academic Excellence. Board Goals: "Create distinctive career/technical education programs that are equally ready to serve the needs of transfer students and the employment goals of students seeking a two-year degree or certificate" and "Improve the College's relationship with the community" and "Enhance programs through innovation to improve the overall student experience."

Case: The ICC West Campus is already too small for its current purposes. Every classroom, lab, and storage space is already at full capacity. The building does not have offices for all of the employees working there, and has only one space for the public, which is heavily used. With the addition of the culinary lab, there is no unimproved, undesignated space left at the facility – no further growth is possible. The purchase of the 4.1 acres immediately adjacent to the rear of the building would allow the cost-effective expansion of the campus without the need to construct additional parking or the hiring of additional building supervisors or maintenance personnel.

Planned Improvement: An architectural plan should be developed that would establish design and costs for a facility that occupies the undeveloped land on West Main. Simultaneously, a fundraising plan should be developed which would be a "Phase Two" for ICC West.

Cost: \$25,000 Source of Funds: Regular college budget Begin: 2019

Main Campus "Courtyard" Project – Design Phase

Relationship to Strategic Plan Area: Service Excellence. Board Goals: "Enhance programs through innovation to improve the overall student experience."

Case: The College has made significant steps forward in the student life area with the completion of the lower level of the student union. However, many of the amenities that are present at larger or better equipped campuses still need to be considered or provided. With the exception of the bookstore, the college has no retail space that could provide goods and services the students want and need. Social space remains minimally developed, as the current social spaces provide only modest amenities.

Planned Improvement: An architectural plan should be developed that would establish design and costs for a facility that provides revenue-producing amenities located adjacent to the dorm area. The committee envisioned an anchor retail space patterned after a convenience store, but larger, perhaps with a dominant visual feature like a climbing wall. The bookstore may or may not be relocated to this space as well. Encircling this anchor retail space would be a series of other spaces that can be added as demand warrants, providing goods to students (such as specialty food, coffee, electronics) or services (such as cosmetology, tanning, fitness, and gaming). Simultaneously, a fundraising plan should be developed.

Cost: \$25,000 Source of Funds: Regular college budget Begin: 2021

Maintenance Plan – Ongoing Maintenance and Capital Equipment Replacement

Relationship to Strategic Plan Area: Support Excellence. Strategic Plan Core Value: Responsiveness – "ICC Looks to the future by responding to the emerging needs of its stakeholders."

Case: The ICC campus is a 68-acre area, with facilities and equipment valued in the hundreds of millions of dollars. Any organization of that size should have a plan that organizes and prioritizes the existing building maintenance needs and new capital equipment needs, with a focus on resolving health and safety issues. As work is accomplished each year or new situations emerge, the remaining tasks are re-prioritized as necessary to concentrate on the critical needs. Maintenance and repair items are included and addressed annually through the college's work order system.

Cost: Approximately \$350,000 annually

Source of Funds: Already included in existing college budget

Introduction

The information collected in compiling the Plan assists ICC to prioritize the exiting individual building needs, with a focus on resolving health and safety issues. In addition, any new facilities, additional classroom construction or acquisition of new facilities, or site improvements are also included in the plan. The plan organizes and prioritizes the existing building needs and new facility needs. As work is accomplished each year or new situations emerge, the remaining tasks are reprioritized as necessary to concentrate on the critical needs. Maintenance and repair items are included and addressed annually through the college's work order system.

ICC campus is a 68-acre area.

Determine:

In order to develop the list of projects in this Plan, input was solicited from maintenance staff, professional consultants/contractors and ICC staff. Staff also created a survey and solicited input employees regarding the conditions of their facilities. This plan incorporates their feedback, where appropriate. The survey asked the Director of Maintenance to rate the exterior (lighting, grounds, parking lot, etc.) and interior (heating, air conditioning, floors, etc.) of the classroom/facility by marking "Good", "Fair", and "Poor", and note any additional comments. This plan incorporates their feedback. ICC will focus on any emergency safety needs, safety needs, and "poor" ratings.

- Survey monkey- with ratings for facilities
- Student Satisfaction Survey- are facilities rated???
- Survey repair/renovation list
- Building Inspections, formal & informal

Project Funding & Budgets:

HVAC Systems have a typical lifespan of 15 to 20 years. Practicing good preventative maintenance and servicing as required will prolong the duration of the equipment. I have asked a representative from Trane to inspect our existing HVAC units so we can more accurately plan for replacement costs and equipment needs. The Maintenance Department is also making strides to utilize the staff resources we have available and eliminate contractor services which we can perform in-house, thus cutting expenditures to our budget.

Measure Success:

- MHEC Report (Global Risk Consultants)
- Fire Marshal Reports
- Reduce Preventative maintenance appearing on repair/renovation list
- OSHA measures
- DHS Recommendations

Location:	Exterior	Interior	Comments:
	Rating:	Rating:	
Student Union	Good	Good	Exterior windows need washed; continue landscaping west side; fascia needs repainted along with other campus buildings to tie in updated/fresh look.
Field House:	Good	Good	East doors need replaced; HVAC system is aged; possible ADA issues will need to be resolved; fascia needs repainted along with other campus buildings to tie in updated/fresh look.
Academic Building	Good	Fair	Moisture issues on west wall lower level need to be addressed, will require excavating and resealing concrete walls; exterior windows need washed; possible ADA issues will need to be resolved; flooring in classrooms needs replaced; interior classrooms need painted; windows in several locations need replaced; fascia needs repainted along with other campus buildings to tie in updated/fresh look; HVAC is in fair operating condition due to age of systems.
Fine Arts Building	Good	Good	Moisture enters building on south side by music department. Work needs to be done to change exterior grade to keep water away from door; fascia needs repainted along with other campus buildings to tie in updated/fresh look; HVAC is in fair operating condition due to age of systems.
Cessna Learning Center	Good	Good	Addition will be added spring 2018; Parking lot needs to be chip sealed in locations.
Administration Building	Fair	Good	Exterior landscaping required; water/wet ground issue on east side steps needs to be resolved; windows in multiple locations need to be replaced/upgraded; fascia needs repainted along with other campus buildings to tie in updated/fresh look; HVAC system operating adequately. Parking lot needs chip sealed and resurfaced in areas.
ICC West	Good	Poor	Exterior is in good shape, parking lot needs chip sealed and resurfaced; Interior has moisture issues and flooring throughout most of the building needs to be replaced.
Maintenance Building	Fair	Good	Working well; parking area needs to be enlarged.

Student Union-General

Built: July 1973. Cost: \$292,000 Square Footage: 15,790

Remodeled: 3/9/2006 Cost: \$70,632.79 (figures provided pre 3/2017)

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Student Union						
RT AH #1 Trane Ser. # K06K18257A Installed 2007	Replace	15-20 Years			*22-23	Operating as designed
HVAC-(Ground) Carrier Unit #3205Q06339 Installed 2005	Replace	15-20 Years			*20-21	Operating as designed
RTU #1 (kitchen) Ser. #649100733L Installed 2006		15-20 Years		*\$12,000 equipment + labor	*19-20	Earliest would be needing replaced if maintained without an extreme circumstance
AH #1 Boiler & Chiller Ser. #K06K18257A Installed 2007	5/2017 8/2017	15-20 Years		\$5220.13 \$3055.27	*22-23	Repair Boilers & Boiler Maintenance performed in 2017 (\$8275.50) Currently operating as designed.
Roof	2/2007 Replace		Yes, 15 year		22-23	Vendor: Siplast
Fire Panels/System	April 2018			\$11830	17-18	D & A Electric
Painting (Exterior)						
Painting (Interior)	2014; upper level					
Kitchen	Relocated prep station				16-17	Due to current location in front of fire panels
Dining Hall Floors	Strip and re- surface	1-year	No	\$350	17-18	Work completed by ICC custodians
Floors	1/07 & 3/15			\$2727.95		Carpet
Floors (Upper level)					16-17	Tiles
Floor Cleaning Equipment	2020	7-years	Yes/1-year	\$6500.00	20-21	Floor scrubber and burnisher
Doors	Replace				18-19	Outside kitchen doors
ADA restroom stalls	12/2006			\$6746	05-06	
Windows	Washing	Annually	No	*Lift Rental	17-18	Wash windows – By Maintenance Staff
Treasure Chest (Paint &	12/12 & 2/13			\$6923		F7

Electrical)				
Fireside Room	10/31/06		5486.63	

Remodel Treasure Chest: 2/25/2013 Cost: \$ 6748 +

Remodel Cyber Cafe: 2015 Cost: \$36,680 +

Remodel Lower level S. Union (Administrative offices relocated and space for student activities and clubs added) Cost: \$\$??

Student Union-Cafeteria

The Student Union kitchen was remodeled in March 2007. This project cost \$136,551.52

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Student Union-Caf						
Furniture (Tables/Chairs)	3/2015			27,247.08		
Dishwasher	1/2013			7,888.00		
Freezer	11/2012			14,801.00		
Kitchen Equipment	2/2010			787.79		
Painting (Interior)						
Floors						
Doors						
Windows						Clean annually
Roof Top Access						Permanent access needs to be installed.
Security System/Monitoring	Install			\$3,500		15- cameras installed by ICC staff

Fieldhouse

Built: November 1971

Cost: \$442,250.00

Square Footage: 26,966

Gym Floor refinish:

Locker room remodel:

Restroom Remodel:

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budge Year	Notes et
Fieldhouse						
Boilers (Water Heater)				TBD		Operating as designed
RTU #1 – Info needed		15 to 20 Years				Operating as designed
RTU #2 – Info needed		15 to 20 Years				Operating as designed
RTU #5 Carrier Ser. #1999G20732 Installed 1999	Replace	15 to 20 Years		TBD	*14-16	Operating as designed
RTU #6 Trane Ser. #122912314L Installed 2012	Replace	15 to 20 Years		TBD	27-28	Operating as designed
RTU #7 Trane Ser. #6491010618L Installed 2006	Replace	15 to 20 Years		TBD	21-22	Operating as designed
RTU #8 Trane No info		15 to 20 Years		TBD		Operating as designed
RTU #9 Trane Ser. #649101486D Installed 2006	Replace	15 to 20 Years		\$25,000 (unit only does not include labor)	21-22	Operating as designed
Unit #10 (WBB) Amana Wall Unit Ser. #10253506AE		15 to 20 Years		TBD	Watch	Operating
AT - North Wall Unit <mark>Does not run</mark> Westpoint No info available		15 to 20 Years				Do not replace – not needed
AT – East Wall Unit Amana Ser. # 10729010CE		15 to 20 Years			watch	Operating
Roof	2016 resurfaced	15 years	Yes	\$125,00		Hail damage repaired
Painting (Exterior) Painting (Interior)						

Floors (Gym, New)	3-12-97		\$235,000		
Floors (Gym, Refinish)	6-29-11		\$21,900		Floor refinished
Floors (Gym, Basic refinish)	December 2017		\$3,000	18-19	Annual refinish
Doors	Replace East Doors		\$5,000	18-19	
Security Monitoring	Install 9 Cameras		\$2100	18-19	Staff will provide labor
Windows				18-19	Clean as needed
Rooftop Access					Permanent ladder for rooftop access needs to be installed
Bleacher repairs	1-27-08		\$40,113		
Bleacher repairs				17-18	Replace motor/wheel mechanism
Bleacher handrails	6-30-12		\$10,771		
Fire Panel Upgrade			\$27,250		D & Al Electric

Fine Arts

Built: August 1972

Project Cost: \$346,543.00

Square Footage: 20,927

Name/Building/ Project	Update/ Replace	Life Expectancy	Warranty ? Yes/No, Length	Cost	Next Budget Year	Notes
Fine Arts						
AHU #1 Ser. #K06J13331A Installed 2006	Watch &/or Replace	15 – 20 Years		\$25,000 unit only	21-22	Operating as designed
CU #1 (Theatre) Ser. #C06J09678 Installed 2006	Watch &/or Replace	15 – 20 Years		\$50,000 unit only	21-22	Operating as designed
RTU #1 (Air only) Ser. # C06J09677 Installed 2006	Watch &/or Replace	15 – 20 Years		\$90,000 unit only	21-22	Operating as designed
RTU #2 (Heat only) Ser. #F06J10036 Installed 2006	Watch &/or Replace	15 – 20 Years		\$70,000 unit only	21-22	Operating as designed
Boilers (Water heater)	Watch &/or Replace	15 – 20 Years		TBD		Operating as designed

Roof	Resurfaced	15 – 20 Years	Yes-Siplast	TBD		Repaired due to hail
	Mar. 2016					damage
Fire Panels/System				\$13,900	20-21	D & A Electric
Painting (Exterior)	7/26/12			6303.75		
Painting (Interior)	2016			125,000		Hail damage repaired
Floors	Upgrade			\$13,990	19-20	
Doors	5/31/2011			10648.12		Tile
Doors	3/30/05			8750.00		Theatre Dance Floor
Doors	4/29/2009					Outer lobby doors
Windows	May 2016			7000		Theatre door
Restrooms	August 2016			7500	15-16	Steel rolling fire door
Lights				2500	16-17	Magnetic Door holders
Ceiling Repairs	4/29/2009			12,030.7		
				9		
Crown Moulding	9/30/2012			1393.73		Foyer
Desks	6/30/2013			3440		Lobby Hallway
Floor Scrubber	11/21/2013			2855		
Rooftop Access						Permanent ladder for
						rooftop access needs to
						be installed
Security Cameras				\$1,400	18-19	Install 6 cameras

Academic Building

Built: August 1971

Project Cost: \$736,207

Square Footage: 43,782

Renovations:

5/2015-8/2015- The ICC bookstore was relocated to be housed next to the ICC library.

Cost: ??

Restrooms Renovated: \$14, 049

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Academic Building						
RTU # 1 (Heat only) Ser. #F06J10037 Installed 2006	Replace	15 to 20 years		\$10,000 unit only	21-22	Communication Issues; Operates as designed
RUT #2 (Air only) Ser. #C06509699 Installed 2006	Replace	15 to 20 years		\$90,000 unit only	21-22	Communication Issues; Operates as designed
RTU #3 AIR/HEAT Ser. # C06J9674 Installed 2006	Replace	15 to 20 years		TBD	21-22	Operating as designed
RTU #4 (Heat only) Ser. # F06J10038	Replace	15 to 20 years		TBD	21-21	Communication Issues; Operates as designed

Installed 2006						
RTU #5 (Air only) Ser. #C06J09673 Installed 2006	Replace	15 to 20 years		TBD	21-22	Communication Issues; Operates as designed
Boilers (hot water heater)	TBD			TBD		
Roof	February 2016	15 years	Yes-Siplast	125,000		Hail damage repair
Fire Panels/System	Upgrade			\$20,737	18-19	D & A Electric
Painting (Exterior)					19-20	Upgrade campus
Painting (Interior)					17-18	Maintenance painted hallways
Paint classrooms					18-19	To be performed by ICC staff
Balcony (Library)						
Floors – Carpet Broadloom	Replace	10- 15 years		\$2.33/sq. foot	19-20	Labor and materials (average classroom 1200 sq. ft.)
Floors Carpet Tile				\$3.11/sq. foot	19-20	Labor and materials (average classroom 1200 sq. ft.)
Floors – VAT/VCT	Replace	20 – 30 years		\$4.50/sq. foot	19-20	Labor and materials (average classroom 1200 sq. ft.)
Doors	Update			2500	16-17	Magnetic Door Holders per Fire Marshal
Doors	Update			6,000	15-16	Panic Bars replaced on upper level , west , outer doors
Windows	Replace damaged			\$4500	18-19	Several locations in library, west door
Restrooms	6/30/09			14,049.21	09-10	
Rooftop Access						Permanent ladder for rooftop access needs to be installed
Library Carpet	6/2011			\$19,094	10-11	
Security Cameras				\$2,800	18-19	Install 12 cameras

Cessna Learning Center

Built: August 1996

Project Cost: \$1,000,000

Square Footage: 8,008

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Cessna Learning Center						
RTU #1 – (NE unit) Trane Ser. # 151111553L Installed 2015	Replaced 3/2015	15 to 20 years		TBD	30-31	Hawkins Heat & Air Operating as designed

RTU #2 – (SE Unit) Trane	Replaced	15 to 20		TBD	30-31	Hawkins Heat & Air
Ser. # 151111535L	3/2015	years				Operating as designed
RTU #3 (NW unit) Trane	Replaced	15 to 20		TBD	30-31	Hawkins Heat & Air
Ser. # 151111604L	3/2015	years				Operating as designed
Installed 2015						
RTU #4 (SW unit) Trane	Replaced	15 to 20		TBD	30-31	Hawkins Heat & Air
Ser. # 151111571L	3/2015	years				Operating as designed
Installed 2015						
RTU #5 (West) Trane Ser.		15 to 20		TBD	29-30	Operating as designed
# 14206BGW3F		years				
Installed 2014						
Rtu #5 (Inside West)		15 to 20		TBD	29-30	Operating as designed
Trane Ser. # 14235STX2V		years				
RTU #6 (East) Trane Ser.		15 to 20		TBD	29-30	Operating as designed
# 14206BEM3F		years				
Installed 2014						
RTU #6 (Inside East)		15 to 20		TBD	29-30	Operating as designed
Trane Ser. # 14235SYK2V		years				
Installed 2014						
Boilers (Water Heater)						
Roof	12/29/09; Fall	15 years	Yes-	24,975	31-32	Murrell Roofing; Wray
	2015;3/2016		Siplast			Roofing
	resurfaced hail					
	damage					
Fire Panels/System	9/2016			\$4,533	16-17	
Painting (Exterior)	2013					
Painting (Interior)	5/2013			\$4220		
Floors	2/2013			\$5778		CLC E & CLCW
Doors	Update			2,500	16-17	Magnetic Door Holder; per Fire Marshall
Rooftop Access						Permanent ladder for rooftop access needs to be installed
Windows						
Security Cameras	Install			\$1,400		6 - Cameras (installed by ICC staff)
Solar Panels	2015				Westar	

Administration Building

Acquired: June 8, 1968?

Cost: \$35,000

Square Footage: 5,440

Renovations: 3/2015

-Updated painting, carpeting, floor underlayment in north & south end of building, increased office space

Cost: \$37,208 +

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Administration Building						
HVAC UNIT #2 (MID- BUILDING Carrier Ser. # 1308G30124 Installed 2013		15-20 years				Operating as designed
Bryant Unit-Heat		15-20 years				Operating as designed
Bryant Unit-Heat		15-20 years				Operating as designed
HVAC UNIT #1 (South) Carrier Ser. # 1707X83571 Installed 2017	2017	15-20 years			32-33	Operating as designed
HVAC	TEC Updated			<mark>3,000</mark>	<mark>15-16</mark>	
Ceiling Tiles	3/2015				14-15	South end of bldg.
Ceiling Tiles				5000	16-17	Lobby and hallways
Boilers						
Roof	7/27/12		Yes	24,380.00		
Fire Panels/System						
Painting (Exterior)						
Painting (Interior)						
Floors	3/22/10			5676.00		New Carpet
Windows	Replace select			\$2,500	18-19	Various windows that have lost gas seal
Restrooms	3/29/05		5,969.00			
Hot Water Tank	5/2015		Yes	500.00		Replaced
Security Cameras				\$1,400	18-19	Install 6 Cameras

Multi-Purpose Building

This facility was originally built as part of the Dorm structure in April 1970. It was originally built to house the Dorm Director. This facility has transformed over the years. In December 2003 it was remodeled and house the "Pirate Cove" Academy, which was the ICC daycare program.

Cost: \$35,000 Square Footage: 1,625

Pirate Cove Remodel 12/30/2003 Cost \$117,684.00

Fitness Center Remodel: 1/30/2013 Cost: \$19,325.00 Football Offices Remodel: 12/30/2015 Cost: \$3750 + Weight Room Addition Cost: ??

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Multi-Purpose						
Building						
International Comfort		15 to 20			30-31	Operating as designed
Products (Coach's		Years				
office) Ser. #						
C153442454 Installed 2015						
Carrier Ser. #		15-20			30-31	Operating as designed
1516E09347		Years			50 51	operating as designed
Installed 2015						
Carrier (inside unit) Ser.		15-20			29-30	Operating as designed
# 4114X20957		Years				
Installed 2014						
Roof						
Fire Panels/System						
Painting (Exterior)						
Painting (Interior)	December			n/a		
	2015;July 2017					
Floors	December 2015					
Doors						
Windows						
Restrooms	December 2015					

ICC West

Acquired: 10/6/2006 Cost: \$395,500.00 Renovation Costs: \$1,495,313.32 Vet Tech Renovation Cost: \$886,873.87 Culinary Renovation Cost: \$152,744 +

Square footage: 40,499

The ICC West campus is located at 2615 W. Main in Independence. The facility is housed on 5.1 acres. It currently houses Allied Health, Cosmetology, Vet Tech, and community outreach courses. This facility was purchased in 2006 and fully renovated in August 2010. During the 2011-12 fiscal year, the ICC West was renovated to accommodate the Vet Tech program.

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
ICC West						
RTU #1 Trane Ser. #950100259D Installed 2009		15-20 Years		\$25,000	24-25	Operating as designed
RTU #2 Trane Ser. # 950100223D Installed 2009		15-20 Years		\$25,000	24-25	Operating as designed
RTU #3 Trane Ser. #950100286D Installed 2009		15-20 Years		\$25,000	24-25	Operating as designed
RTU #4 Trane Ser. #113910921D Installed 2011		15-20 Years		TBD	26-27	Operating as designed
RTU #3 VET TECH Ser. # 113910960L Installed 2011		15-20 Years		TBD	26-27	Operating as designed
RTU #5 Trane Ser. #950100250D Installed 2009		15-20 Years		TBD	24-25	Operating as designed
HVAC (VET TECH #1 S. GROUND UNIT) Ser. # 110110019L Installed 2011		15-20 Years		\$15,000	26-27	Operating as designed
HVAC (VET TECH #2-S. Side Ground Unit) Ser. # 113910969L Installed 2011		15-20 Years		TBD	26-27	Operating as designed
Boilers (hot water heaters)				TBD		
Roof				TBD		
Fire Panels/System						
Painting (Exterior) Painting (Interior)						Cosmetology painted 2017
**Floors (Cosmetology)	Replace					
**Floors (Wood Center)	Replace				**	
**Floors (Classroom)	Replace				**	
**Floors (Hallway)	Replace				**	
Floor (Multiple classrooms, hallways, labs, woods room)	Replace		No		16-17	Vet Tech Surgery, cosmetology, classrooms, halls
Doors	Update		No	5,000	16-17	Magnetic Door Holders per Fire Marshall
Windows						
Sign	6/30/12			\$47,024.54		
Sprinkler System						
Culinary Addition					15-16 &	

			16-17	
Cosmetology Expansion			18-19	Emergency Exit Door, 2 partitions with doors

**The floor replacement project is going to require addressing the moisture issues in this building. Testing of the subfloor has been performed and saturation levels are extremely high. Flooring types will be chosen based on suitability to the applications.

Dorms

Bricks: Built: April 1970 Cost: \$514,000.00 Square Footage: 13,680 Renovations: 8/2015- Mold remediation (resulted in new carpet, paint, bed mattresses, and ventilation system)

Captains Quarters: Built: 6/15/2001 Cost: \$5,910,000 Square Footage: 43,774

ICC houses two dorm units that are owned by ICC. The units named "Bricks" are the original dorm structure that were built in April 1970. Ninety-six (96) units were built for a cost of \$514,000.00

The "Brick" units are currently being managed by Bluffstone, all maintenance needs are being performed by Bluffstone staff.

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Dorms						
HVAC	TBD					
Boilers	TBD					
Roof	TBD					
Fire Panels/System						
Painting (Exterior)						
Painting (Interior)						
Floors	6/30/13			\$7 <i>,</i> 674.00		
Doors						
Windows						
Sign						
Sprinkler System						

Maintenance Facility

Built:

Cost:

Square Footage: 2400

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Maintenance Facility						
Sterling Gas Heater		15 to 20 Years				
Window AC Unit (Director's Office)		10 Years				
Window AC/Heat Unit (Staff Office)		10 Years				
Hot Water Heater – ABS installed 1991		15-20 years				Operating as designed
Roof						Metal roof
Fire Panels/System						
Painting (Exterior)						Metal Building – No paint
Floors						Concrete
Doors						2 overhead and 1 service
Windows						2 small-ok

Parking Lots

Drive E/F was replaced in 2017 for the amount of \$89,900. For the purpose of maintaining the life-span of our paved/concrete surfaces we will be spraying cracks and crevices several times throughout the growing year to prevent vegetation from further degrading the surfaces. Ideally we will work on attaining a bid to fill cracks and seal compromised areas. With approval I will work on attaining bids.

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Parking Lots						
Drive E/F Fine Arts	4/27/12;7/2017			\$56,883.00/\$89,900		
Drive C (Student Union)	Replace			Estimate \$75,000	18-19	Would be ideal to have work down while CLC addition is being done, we may save on trucking.
Drive A (Maintenance)						Satisfactory
Drive B (Dorms)				\$1500.00	18-19	Speed bump needs to be installed
ICC West	Fill Cracks/Seal			Requires estimate	19-20	
Drive D (Admin)	Fill Cracks/Seal			Requires estimate	18-19	

Fleet

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Fleet						
2000 Ford F450	9/25/10			53262.00		Running as designed
1993 Ford F-150						Running as designed
2002 Dodge Caravan						Running as designed
2003 Ford Escape (Inge)						Running as designed
2004 Ford Taurus						Running as designed
2001 Chevy Express Van						Steering going out/will need to be replaced
ICC West Ford Ambulance						Running as designed
1988 Ford AT Van						Running as designed
21-Passenger Shuttle						To be put on Purple Wave to auction
Enclosed Trailer (athletics)						Operating as designed
2009 Friesen Trailer						
2005 Carry On Trailer						

Grounds

The gas lines were replaced from the main located north of the Field House to the lateral lines connecting the Administration Building, Field House, Student Union, Academic Building and Fine Arts. The next big project will need to be working on the electrical wiring for campus light poles. Much of the electrical system is in excess of 40 years old and electrical issues (current going to poles) is occurring. The lack of adequate lighting poses a safety risk to the campus in the evenings.

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Grounds						
Water Tower/Lines	11/6/2000			\$175,000.00		
Campus lighting (light poles)				Need estimate		40 + year old wiring: various locations are having issues – shorting of electrical current
Football Practice Field						
Baseball/Softball Fields						
Sidewalks	6/30/2013			\$44,338.29 Need estimates for improvement projects.		Replaced multiple sidewalks. Need culverts and work on sidewalks between CLC and Admin/AC buildings; various locations need patched/repaired

Dam Improvements	6/30/2013		3.00	
Dam Improvements	6/30/2013	\$15,40	3.00	

Equipment

Name/Building/Project	Update/Replace	Life Expectancy	Warranty? Yes/No, Length	Cost	Next Budget Year	Notes
Equipment						
Scoreboards						
Videotron	6/30/11			\$50,000		Located at Shulthis Stadium
Observatory						Repair leaks in roof/repaint
Cosmo						
Vet Tech						
Allied Health						
Classrooms						
Mower	February 2016	7 years	No	9,000	15-16 RR	Hustler- Sandbagger
Mower	5/29/11	7 years	No	10,365.27		Hustler #2 needs replaced
Mower	Over 9 years old	7 years	No	9,000		Operating as designed
Golf Cart #1				\$4,500	18-19	Golf Cart needs replaced
Golf Cart #2						Operating as designed
Golf Cart #3						Operating as designed
Snow blower						Virtually Brand New
Sprayer for de-icer						Virtually brand new

Appendix C

Independence Community College Accessibility Report and Plan

During the spring 2018 semester the Associate Dean for Tutoring and Accessibility and the ICC Compliance Officer toured every building on the main and west campuses utilizing an ADA checklist in each area. Many areas were found to be out of compliance. A representative from the Great Plains ADA Center presented to campus and toured facilities; offering advice and confirming checklist items. ICC has a responsibility to maintain student access to programming and use of facilities.

Explanation of Priority Levels

Priority Level High - ICC is out of compliance and could face repercussions if item is not remedied

Priority Level Medium – ICC is out of compliance and could face repercussions if item is not remedied but there is a workable temporary solution or issue has smaller impact to students and employees

Priority Level Low - This item would improve overall Accessibility at ICC

Priority Level	Compliance Need	Estimated Cost
Medium	Investigate and budget funds	\$0
	for installation of elevator in	
	Academic Building	
High	Investigate and budget funds	\$0
	installation of elevator in	
	Student Union	
High	Update restroom signage in all	\$250
	buildings to match accessibility	
	level	
High	Update restrooms in Academic	\$1500
	Building Lower Level Faculty	
High	Update restrooms in Academic	\$2000
	Building Upper level	
Medium	Update Administration Building	\$300
	main entrance hand rail	
High	Replace/modify all restroom	\$100
	sink knobs/levers	
Medium	Update/modify accessible	\$100
	parking signage outside Cessna	
	building	
Medium	Update/modify accessible	\$100
	parking signage outside	
	Administration building	
Medium	Update/modify accessible	\$100
	parking signage outside Fine	
	Arts Building	
High	Update/modify accessible	\$100
	parking signage outside	
	Student Union	

Year One

High	Install ramp for access to Field House floor	\$1000
High	Update restrooms in Fine Arts building	\$2000
High	Update lower level restrooms in Student Union	\$2000
High	Update upper level restrooms in Student Union	\$7500
High	Update restrooms in Field House	\$2000
Low	Continuous accessibility training and implementation	\$200
		\$19250

During the investigation it was found that ICC has used "ambulatory" restrooms as the wheelchair accessible restrooms. ICC must provide wheelchair access to a restroom in every building. The first step towards compliance is to update all campus restroom signage. The current "Faculty Restrooms" located on the first floor of the Academic Building should be updated to meet ADA standards (lowering mirror, adding grab bars, etc.)

Elevator access is crucial in the Student Union and a priority in the Academic Building. Students must have access to student programming in the lower level of the Student Union and have access to both levels of the academic building. Current pathways to both buildings are not compliant.

The Administration Building handrail does not meet standards. The entrance has a ramp and is marked as accessible. Replacing the handrail should be relatively easy and inexpensive.

The Field House court is not accessible due to a ledge/step up into the gym. A ramp could be created to allow access. New doors may have to be purchased to accommodate ramp access.

In all ICC restrooms there is an accessible sink. However, many restrooms do not have the proper sink knobs/levers on the appropriate sink. This issue can be corrected quickly and with little cost because the appropriate sink knob/lever is on another sink in the same restroom.

Restrooms in Student Union are not accessible. The upper level restrooms doorway does not allow wheelchair access and the stall width does not meet standards. The lower level restrooms do not meet stall width requirements and are not accessible due to ramp/stairway issues.

The Fine Arts building restrooms are not accessible due to stall width requirements.

The Field House restrooms stall partitions should be updated to allow wheelchair access.

For restrooms not meeting stall width requirements it is recommended ICC purchase new dividers and move plumbing as necessary.

All restrooms must lower or modify the bio-hazard container to meet accessibility requirements.

Accessible parking signs on campus must be 60 inches above the ground from the bottom of the sign. This needs to be corrected across campus. In addition, areas need repainted and/or dimensions adjusted.

Continuous accessibility training and implementation would include training for maintenance and security staff, as well as, ICC administration. These trainings could include guest speakers and webinars.

Year Two

Priority Level	Compliance Need	Estimated Cost
High	Investigate and budget funds	\$7500
	installation of elevator in	
	Student Union	
Medium	Investigate and budget funds	\$7500
	for installation of elevator in	
	Academic Building	
Medium/Low	Provide access to Fab Lab	Expansion should remedy
	machines	
Low	Continuous accessibility	\$200
	training and implementation	
Medium	Replace cosmetology reception	\$600
	counter	
		\$15800

The cosmetology counter should be adjusted to allow wheelchair patrons access to view receptionist and pay for services.

The Fab Lab machines are partially accessible. The expansion should remedy accessibility issues. Staff should remain aware of patron needs and remedy accessibility needs as they are presented.

Continuous accessibility training and implementation would include training for maintenance and security staff, as well as, ICC administration. These trainings could include guest speakers and webinars

Year Three

Priority Level	Compliance Need	Estimated Cost
Medium	Budget funds for installation of	\$7500
	elevator in Academic Building	
High	Budget funds for installation of elevator in Student Union	\$7500
Low	Continuous accessibility training and implementation	\$200
		\$15200

Continuous accessibility training and implementation would include training for maintenance and security staff, as well as, ICC administration. These trainings could include guest speakers and webinars

Year Four

Priority Level	Compliance Need	Estimated Cost
High	Investigate and budget funds installation of elevator in Student Union	\$7500
Medium	Investigate and budget funds for installation of elevator in Academic Building	\$7500
Low	Continuous accessibility training and implementation	\$200
		\$15200

Continuous accessibility training and implementation would include training for maintenance and security staff, as well as, ICC administration. These trainings could include guest speakers and webinars

Year Five

Priority Level	Compliance Need	Estimated Cost
High	Install elevator in Student	\$2500
	Union	
Medium	Install elevator in Academic	\$2500
	Building	
Low	Continuous accessibility	\$200
	training and implementation	
		\$5200

Total Cost: \$70650

Memo

То:	Independence Community College Board of Trustees
From:	Daniel W. Barwick, PhD President
Date:	June 28, 2018
Re:	Get Inclusive Training

As a part of College Success, students complete education centered around sexual assault, bystander intervention, and harassment; employees also complete this training. Campus Clarity/Lawroom is currently being utilized for training purposes, but they are increasing their price from around \$4,500 to \$11,000.

It is recommended, the College contract with GetInclusive Inc., a smaller company with fewer offerings, for \$4,500. GetInclusive Inc. trainings will cover what is needed for compliance, and in-house trainings will be held for topics such as cyber security, blood borne pathogens, etc.



GetInclusive Online Training Contract

Prepared for

Taylor Crawshaw

Independence Community College 1057 W. College Ave.

Independence, KS 67301

GetInclusive, Inc. One Reservoir Office Park #205 Southbury, CT 06488

Created Date: May 10, 2018



Contents of this Contract

Thank you for giving us the opportunity to present to you this Contract for our Online Training Modules. This Contract contains the following:

Table of Contents

- Subscription Items
- Yearly Subscription Investment Value
- Sales Agreement
- Terms of Service
- W9 form
- Invoice



Benefits of GetInclusive Training

Compliance

- State-specific legal definitions of key terms
- Highly customizable with ability to include your own policies and links to procedures
- Summary and detailed reports to track compliance progress
- Audit Trail and tracking at the individual level
- Content updates to align with changes in law





Engagement

- Periodic automated reminders to help drive participation
- Self-reflection activities and interactive quizzes to present content in an engaging format
- Mobile friendly modules allowing participation via any Internet connected device

Administration

- Easy to administer manage invitations via dashboard or just email us and we will take care of it
- 24-7 Access to reporting and tracking along with monthly progress reports with Excel attachments detailing participants who completed and those still pending

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Presented below are the modules that address your training needs and associated investment values.

Yearly Subscription Investment Value Term: 1 Year

Name	Price	Year(s) / Qty	Subtotal
All Inclusive Price for Employees and Students Title IX / VAWA Campus SaVE Modules	\$4,500	1	\$4,500
All inclusive yearly subscription for colleges, includes Student Comprehensive course with Alcohol & Drug, Hazing & Bullying, etc.			
Inclusive Leadership	\$0	1	\$0
Unlawful Harassment/ Discrimination for Higher Education	\$0	1	\$0

Total (Per Year) \$4,500

Payment Terms: Net 30 from July 1st upon presentation of the annual Invoices

Invoicing: Presented yearly, in the amount of \$4,500 / year

Contract Terms:

Starting Academic Term (or Date): July 1st, 2018 Ending Academic Term (or Date): June 30th, 2021
GetInclusive Online Training Subscription Contract - Prepared for Independence Community College

Sales Agreement

Subscriber Acknowledgement Regarding the Training Delivered via the Software Services

Subscriber acknowledges and agrees that the safety training provided by Company pursuant to the Software Services is provided on an "as is" basis and that Subscriber's use and reliance on the content set forth in the Software Services is at Subscriber's own risk. In addition, Subscriber solely assumes all risks of ensuring the participants designated as authorized users satisfactorily complete the training provided via the Software Services and diligently study the content provided therein. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR MONITORING AND POLICING PARTICIPATING/NON PARTICIPATING AUTHORIZED USERS ("USERS") AND ALSO DISCLAIMS ANY WARRANTY THAT THE FACTS OR INFORMATION CONVEYED IN THE CONTENT ARE RELIABLE, ACCURATE, SUFFICIENT, OR COMPLETE, OR THAT SUCH CONTENT WILL MEET ANY INTENDED PURPOSE OF PROTECTING A USER FROM BODILY INJURY OR DEATH IN THE EVENT OF A CRIMINAL ACT BY A THIRD PARTY. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR BODILY INJURY OR DEATH OF ANY USER RESULTING FROM THE ACTS OF ANY THIRD PARTY.

Company's Terms of Service are incorporated by reference into this Sales Agreement. By signing this Sales Agreement, Subscriber agrees to be bound by the terms and conditions set forth in this Sales Agreement and the Terms of Service. The agreement formed by this Sales Agreement is effective as of the Subscriber signing date (the "Effective Date").

GET INCLUSIVE, INC. "Company"	Independence Community College "Subscriber"
Signature:	Signature:
Printed Name: WAQAR ALI	Printed Name: Taylor Crawshaw
Title: President / Founder	Title: Assoc Dean for Tutoring and
Date: May 10, 2018	Acess Date: 06/05/2018

TERMS OF SERVICE

These Terms of Service set forth the terms by which the subscriber identified on the sales order ("Subscriber") and Get Inclusive, Inc, having a principal place of business of One Reservoir Office Park – Ste 205, Southbury, CT 06488 ("Company") shall work together. Either party may be referred to individually as the "Party" or collectively as "the Parties."

1. INTELLECTUAL PROPERTY

(a) Subscription. For the Term or any Renewal Term as defined in Section 5 below, Company grants to Subscriber the non-exclusive, non-transferable right to permit Authorized Users to (i) access, use, display, and run the Software Services for Subscriber's internal educational purposes only, and (ii) use, display, and make an unlimited number of copies of the Documentation about the Software Platform and Services for Subscriber's internal educational purposes only. For the purpose of this Section, "Authorized Users" shall be defined as the designated number of user seats purchased by Subscriber as reflected in the applicable purchase order. In the event that Subscriber seeks to add additional Authorized Users beyond the number of Authorized Users listed in the applicable purchase order, the additional user seats required may be purchased for an additional charge in accordance with a new purchase order. "Documentation" shall be defined as any written materials or instructions about the use of the Software Platform and Software Services provided by or made available by Company to Subscriber, "Software Platform" shall be defined as the current version of the software solution developed and hosted by Company for use by Subscriber, along with any updates, upgrades, modifications, or improvements made thereto. "Software Services further described in Section 2 below, which are made available by Company to Subscriber. "Services" shall be defined as all of the Software Services, which Company makes available to Subscriber pursuant to these Terms of Service.

(b) Restrictions. Subscriber may not share, distribute, resell, rent, lease, sublicense, transfer, create derivative works of the Software Platform, or otherwise permit any unauthorized third party to access, use, or display the Software Platform. The Software Services and the Software Platform contain Company's trade secrets, and in order to protect those trade secrets, Subscriber agrees not to take any action to reverse engineer, compile, translate, disassemble, copy, or create derivative works of the Software Platform in whole or in part, nor to permit any third party to do so. Any use of the Software Platform or Software Services by Subscriber that exceeds the scope of the subscription shall constitute a breach of these Terms of Service.

(c) Ownership of Software Platform. Subscriber acknowledges and agrees that no title to the intellectual property in the Software Platform is transferred to Subscriber under the subscription or renewal subscription. Subscriber further acknowledges that all right, interest, title and full ownership rights to the Software Platform and all intellectual property rights therein will remain the exclusive property of Company and its licensors. Subscriber agrees not to remove any trademark, copyright, or other proprietary notices on the Documentation as delivered, and to reproduce all such notices on and in all authorized copies.

(d) Ownership of Logos and Trademarks. Subscriber acknowledges and agrees that Company owns all right, title, and interest in the logos and trademarks used by Company in conjunction with the marketing and advertising of the Software Platform and Services, and that no right to use any such logos and trademarks is granted herein.

(e) Ownership of Content. Subscriber acknowledges and agrees that Company owns all right, title, and interest in any text, images, other content that Company incorporates into the customized interfaces of the Software Platform (the "Content"), and any improvements or derivatives works made thereto of such Content. Subscriber and Authorized User shall retain ownership of all right, title, and interest in any text, images, or other content solely and independently developed by Subscriber or such Authorized User, as appropriate.

(f) Ownership of Data. Subscriber shall retain all right, title, and interest in any data generated by Subscriber or Authorized Users from the Software Services. All data shall be protected by Company in accordance with its privacy policy then in-effect, which is posted at <u>getinclusive.com/privacy</u> and incorporated by reference.

2. SOFTWARE SERVICES

(a) Customization and Implementation Services. During the Term or any Renewal Term, Company may perform on behalf of Subscriber certain agreed upon customization and implementation services. Upon completion of these implementation and customization services, Company will furnish Subscriber with a sign-on key and URL.

(b) Technical Support Services. Company will provide technical support services to Subscriber and Authorized Users by email and telephone on an asneeded basis in order to supervise and/or troubleshoot any technical issues (c) Hosting, Maintenance, and Back-Up/Disaster Recovery Services. Company shall provide all hosting, maintenance, and back-up/disaster recovery services for the Software Platform. Company will notify Subscriber in advance of all scheduled downtime.

(d) Service Level Agreement. will use commercially reasonable efforts to make the Services available with a Monthly Uptime Percentage of at least 95% (the "Service Commitment"). In the event any of the Services do not meet the Service Commitment, you will be eligible to receive a service credit as described in Extended Outages section.

(e) Report Services. Upon expiration of any Term or Renewal Term, Company shall generate reports and provide reports to Subscriber if previously agreed upon. Company shall remove all data from the servers approximately fifteen (15) days following expiration of the subscription of any Renewal Period. Following the expiration of this fifteen (15) day period, Company will not generate further reports, except to the extent that a professional services contract is in place and the data is still available.

3. SUBSCRIBER AND AUTHORIZED USER OBLIGATIONS

(a) Maintain Security of Login IDs and Passwords. Subscriber and Authorized Users shall be solely responsible for maintaining the security of all login IDs and passwords and refrain from sharing such information with third parties.

(b) Acceptable Use. SUBSCRIBER is signing this on behalf for all Authorized Users and shall be solely responsible for full compliance with the terms of Company's then-current Acceptable Use Policy which is posted at <u>getinclusive.com/aup</u> and incorporated by reference.

4. FEES AND PAYMENTS

(a) Software Service Subscription Fees. Subscriber shall pay to Company the Software Service subscription fees set forth in the applicable purchase order.

(b) Customization Service Fees. Add-on customization service fees not included in the applicable purchase order will be invoiced at the rate of One Hundred Seventy-Five Dollars (\$175.00) per hour.

(c) Other Service Fees. Any services requested by Subscriber after the subscription or any renewal subscription has expired or been terminated shall be invoiced at the rate of Two Hundred Fifty Dollars (\$250.00) per hour.

(d) Payments. Payment for all fees shall be due and payable as specified in the applicable purchase order or invoice, as applicable. Failure to pay any fee when due shall constitute a material breach of these Terms of Service. All payments shall be made in US Dollars. Subscriber shall be solely responsible for any taxes imposed on the Services. Any taxes incurred by Company shall be reflected on the invoice and billed directly to Subscriber. Company requires payment by check, credit card or wire transfer. On all amounts outstanding and payable to Company, interest shall accrue from the date such amounts are due and payable at the rate of eighteen percent (18%) per year or the maximum amount allowable by applicable law, whichever is less. Subscriber's payment of interest on overdue amounts shall not cure or waive any default pursuant to these Terms of Service. Company reserves the right to submit any balance to collections which goes unpaid for ninety (90) days following the invoice date, in which case Subscriber will be responsible for all costs of collection and attorney's fees.

(e) Refunds. Upon any election by Subscriber to terminate the subscription or any renewal subscription for convenience, Subscriber shall receive (a) a full refund of any Software Service subscription fees previously paid, provided that Company has not yet completed implementation and furnished the Authorized User sign-on keys and URL to Subscriber, or (b) a refund of up to Seventy-Five percent (75%) of the Software Service subscription fees previously paid, which shall be prorated by the percentage of Authorized Users who have activated their user account and completed at least a module of the programming.

5. TERM AND TERMINATION

(a) Term. The term of the subscription shall commence on the effective date listed on the Sales Agreement (the "Effective Date") and shall remain in effect for a period specific by the Sales Agreement (the

that may arise with the Software Platform or Software Services.

"Term"). Upon expiration of the subscription, the Parties may mutually agree to renew the subscription for an additional renewal subscription period ("Renewal Term").

(b) Expiration or Termination. Subscriber may terminate the subscription or any renewal subscription at any time upon notice. Either Party may terminate this subscription or renewal subscription for material breach in the event that the other Party materially breaches any term or condition of these Terms of Service and fails to cure such breach within thirty (30) days prior written notice to the breaching Party of the breach and its intent to terminate and the breaching Party's failure to cure during the thirty (30) day period. Upon any termination of the subscription or renewal subscription for breach, Company shall have the right to immediately suspend the performance of all Services and all data will be purged from the Software Platform. The following terms and conditions shall survive any expiration or termination of a subscription or renewal subscription until such time as they are exhausted: Sections 1(c-f), 4, 5(b), 6, 7 (d-f), and 9.

(c) Extended Outages. In the event of an extended outage of the Software Platform and Software Services for a period longer than one (1) day, the applicable subscription or renewal subscription will be extended for a period equal to the length of the outage. Subscriber acknowledges and agrees the extension of the subscription shall be the sole and absolute remedy available to Subscriber in the event of an extended outage.

(d) Force Majeure. The failure of either Party to perform any obligation by reason of "acts of God," acts of governments, terrorism, riots, wars, accidents, or deficiencies in materials or transportation, or other causes of any nature beyond its control shall not be deemed to be a breach of these Terms of Service, provided that the nonperforming or delayed Party provides to the other Party written notice of the existence and nature of such reason for the nonperformance and delay, and resumes performance immediately upon the elimination of the relevant force majeure.

6. CONFIDENTIAL INFORMATION

During the Term or Renewal Term, and for a period of five (5) years thereafter, each Party to this Agreement may disclose certain Confidential Information to the other Party. Each Party shall refrain from using or exploiting any and all Confidential Information of the other Party for any purposes or activities other than those specifically authorized in this Agreement. Each Party represents and warrants that it will hold Confidential Information in confidence and protect Confidential Information to the same extent and by the same means it uses to protect the confidential life on the other Party shall disclose or facilitate disclosure of Confidential Information of the other Party to anyone except its employees or independent contractors who are authorized according to this Agreement and who have a "need to know such information." Each Party shall ensure that the employees or independent contractors to whom the Confidential Information is disclosed comply with their obligations under this Agreement with respect to the Confidential Information. All Confidential Information made available hereunder, including copies thereof, shall be returned to the disclosing Party or shall be certified as destroyed at the request of the disclosing Party.

For the purposes of this Section, "Confidential Information" shall be defined as all of the proprietary, non-public information of either Party disclosed pursuant to or in furtherance of this Agreement including but not limited to all Technical Information as defined herein. Notwithstanding the foregoing, "Confidential Information" shall not include any information, that the recipient can demonstrate through its records (i) was in its knowledge or possession prior to disclosure by the discloser, (ii) was in the public domain at the time of disclosure or subsequently entered the public domain through no fault of recipient, or (iii) was disclosed to recipient by a third party with the right to make such a disclosure. "Technical Information" shall be defined as all proprietary or non-public information, know-how, trade secrets, data, materials, inventions, source code, or discoveries owned by company that are necessary or useful to the Software Platform and are in the possession of Company as of the Effective Date.

7. WARRANTY AND LIABILITY

(a) Subscriber Warranty. Subscriber warrants and represents that (i) in entering into a subscription or renewal subscription, Subscriber has not relied on any sales representations other than those expressly set forth in terms and conditions set forth in these Terms of Service; and (ii) that the individual executing the purchase order on behalf of Subscriber is authorized to sign the purchase order on behalf of Subscriber and has the power and authority to bind Subscriber to all the obligations set forth herein.

(b) Company Warranty. Company warrants and represents that (i) all Services will be performed in a professional, workmanlike manner in accordance with generally accepted industry standards, and (ii) the Software Platform will perform substantially in accordance with the Documentation for the Term and any Renewal Term and will be free from any material defects. This warranty shall not apply to problems affecting the Software Platform due to (i) electrical work or problems external to the Software Platform; (ii) modifications to the Software Platform, due to Company; or (iii) accident, negligence, or misuse of the Software Platform. Upon receipt by Company of Subscriber's written notice of any breach of this Limited Warranty, Company's liability and Subscriber's sole remedy shall be to (1) in the case of the Software Platform, using reasonable commercial measures to correct the material non-conformity or providing a work-around to avoid the non-conformity, taking into account the severity of the non-conformity, or (2) in the case of nonconforming Services, using reasonable commercial measures at Company's expense to re-perform or correct the performance or delivery of the Services so that the Services meet the standards set in the Limited Warranty.

(c) Standard Disclaimer of Warranties. THE SOFTWARE PLATFORM AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. USE AND RELIANCE ON THE SOFTWARE PLATFORM, APPLICATION, AND THE SERVICES ARE AT SUBSCRIBER'S OWN RISK. COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY THAT ANY FACTS OR INFORMATION CONVEYED IN THE CONTENT ARE RELIABLE, ACCURATE, SUFFICIENT OR COMPLETE; THAT USE OF THE SOFTWARE PLATFORM OR ACCESS TO THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, BUG-FREE, ERROR-FREE, VIRUS-FREE, FREE OF DEFECTS, FREE OF TECHNICAL PROBLEMS; THAT THE SOFTWARE SERVICES WILL MEET ALL OF SUBSCRIBER'S NEEDS; THAT THE USE OF ANY CONTENT WILL GUARANTEE ANY PARTICULAR OUTCOME OR RESULTS; OR THAT THE DATA UPLOADED TO THE SOFTWARE PLATFORM OR SERVICES WILL BE COMPLETELY SECURE FROM THIRD PARTIES. COMPANY ALSO EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING THE GOODS OR SERVICES PROVIDED BY ANY THIRD PARTY. WITH THE EXCEPTION OF THE LIMITED WARRANTY STATED IN SECTION 7 (a) ABOVE, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS WITH RESPECT TO THE SOFTWARE PLATFORM AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT ALL ERRORS, BUGS, OR DEFECTS CAN OR WILL BE CORRECTED OR THAT THE SOFTWARE PLATFORM OR SERVICES WILL OPERATE BUG-FREE, ERROR-FREE, CONTINUOUSLY, OR UNINTERRUPTED.

(d) Consequential Damages. THE PARTIES SHALL IN NO EVENT BE LIABLE TO EACH OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF DATA OR PROFITS, LOSS OF BUSINESS OPPORTUNITIES, COSTS OF PROCUREMENT OR REPLACEMENT GOODS AND SERVICES, COVER, OR RELIANCE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DELIVERY, USE, PERFORMANCE, OR INTERRUPTION OF THE SOFTWARE PLATFORM OR THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, THIRD PARTY CLAIMS, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OF SERVICE IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CONSEQUENTIAL DAMAGES; THIS SECTION APPLIES ONLY TO THE EXTENT AVAILABLE BY APPLICABLE LAW.

(e) Indemnification. Subscriber shall indemnify, defend, and hold Company and its officers, employees, independent contractors, representatives, and agents harmless for any loss, liability, damage, or expense (including reasonable attorneys' fees) arising from (i) any claim that text, or other content provided by Subscriber to Company was used, displayed, distributed or sublicensed to third parties without first obtaining the necessary transfers and releases; (ii) any use of the Software Platform and Services in violation of Company's Acceptable Use Policy; and (iii) any third party claim against Company for acts or omissions by any third party resulting in bodily injury or death. In any such case, Company shall (1) promptly notify Subscriber in writing of the claim; (2) provide Subscriber sole control of the defense and settlement; and (3) Company shall provide all reasonable assistance requested by Subscriber in the defense and settlement of the claim.

(f) Limitation of Liability. Company's total cumulative liability to Subscriber from all causes of action and under all theories of liability shall be limited to the total amount of all fees paid by Subscriber. This limitation shall apply notwithstanding the failure of the essential purpose of any remedy thereunder.

8. LEGAL

This program is for instructional purposes only, and is not to be regarded as legal advice. Subscribers or individuals with specific legal questions should seek the advice of counsel.

9. MISCELLANEOUS

(a) Entire Understanding. These Terms of Service contain the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements and understandings, whether written or oral. There are no restrictions, promises, covenants, or understandings other than those expressly set forth herein, and no rights or duties on the part of either Party are to be implied or inferred beyond those expressly provided for.

(b) Governing Law. These Terms of Service shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to conflicts of law principles.

(c) Dispute Resolution. All disputes or controversies arising out of or in connection with these Terms of Service, their interpretation, performance, or termination, shall be submitted to binding arbitration in New York, NY, USA under the Commercial Rules of the American Arbitration Association. The proceeding shall be conducted in the English language and the costs of the arbitration, including administrative and arbitrators' fees, shall be shared equally by the Parties. Each Party shall bear its own costs and attorneys' and witnesses' fees. The arbitration award shall be final and each Party shall comply in good faith and submit itself to the jurisdiction of the appropriate courts for the sole purpose of the entry of such arbitrator's award to render effective such arbitration decision. Notwithstanding the foregoing, judgment on the award by the arbitrator may be entered in any court having jurisdiction. If judicial enforcement or review of the arbitrator's decision is sought, the prevailing Party shall be entitled to costs and reasonable attorneys' fees.

(d) Severance. If any provision of these Terms of Service is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The Parties agree to negotiate and amend in good faith such provision in a manner consistent with the intentions of the Parties as expressed in the Terms of Service if any invalid or unenforceable provision affects the consideration of either Party.

(e) Modifications and Additions. No modifications or additions to the terms and conditions set forth in the Terms of Service shall be binding unless in writing and signed by both Parties.

(f) Assignment. These Terms of Service shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign any subscription or renewal subscription to a third party except that each Party may transfer the terms and conditions of a subscription or renewal subscription to a successor in the event of a merger or a purchase of all or substantially all of such Party's assets; provided, however, that such transfer may only occur if the assignee in each case agrees to be bound by each of the terms and conditions set forth in the Terms of Service.

(g) Notices. All notices provided in connection with the terms of Service will be in writing, and will be delivered by (i) certified or registered mail, postage prepaid and return receipt requested or (ii) courier and will be deemed effective upon receipt by the authorized representative and the address set forth above, or at such other addresses as the Parties may designate by written notice to each other.

(h) Waiver. No waiver by either Party of any breach of these Terms of Service, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission on the part of either Party to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege.

GetInclusive, Inc. 27 Jeremiah Rd Sandy hook, CT 06482



(203) 405-8233

billing@getinclusive.com www.getinclusive.com

INVOICE

BILL TO Taylor Crawshaw Independence Community College 1057 W. College Ave. Independence, KS 67301 INVOICE # 2018051001 DATE May 10, 2018 TERMS Net 30 from July 1st

DATE	ITEM	AMOUNT
May 10, 2018	Subscription to Online Training as per the Sales Contract Academic Term Covered by this Invoice: <i>Start Academic Term (or Date): July 1st, 2018</i> <i>End Academic Term (or Date): June 30th, 2021</i>	\$4,500
	BALANCE DUE	\$4,500

Please Remit To: Get Inclusive, Inc. 27 Jeremiah Rd Sandy Hook, CT 06482

We truly appreciate your business!

If you have any questions, please contact billing@getinclusive.com

Form W-9	
(Rev. November 2017)	
Department of the Treasury	
Internal Revenue Service	

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Get Inclusive Inc.				
Print or type. Specific Instructions on page 3.	2 Business name/disregarded entity name, if different from above				
	a Check appropriate box for rederant ax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. a following seven boxes. b Individual/sole proprietor or c C Corporation c Partnership c Trust/estate		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)		
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any)		
ecit	☐ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)		
	5 Address (number, street, and apt. or suite no.) See instructions.		and address (optional)		
See	One Reservoir Office Park - Suite 205				
0)	6 City, state, and ZIP code				
	Southbury, CT 06488				
	7 List account number(s) here (optional)				
Par	Taxpayer Identification Number (TIN)				
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid Social sec	curity number		
eside	p withholding. For individuals, this is generally your social security number (SSN). However, for nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> tor	ta			
Note:	If the account is in more than one name, see the instructions for line 1. Also see What Name or To Give the Requester for guidelines on whose number to enter.	and Employer	identification number		

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► O MUL M. HOMMUX)Date + 4.2,18
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

 Form 1099-DIV (dividends, including those from stocks or mutual funds)

 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might
be subject to backup withholding. See What is backup withholding,
later.

Electronic Payment - Credit Cards or ACH



From:

Taylor Crawshaw

To:

GetInclusive, Inc.

Payment amount:

\$4,500.00

Independence Community College

Memo

То:	Board of Trustees
From:	Wendy Isle
Date:	June 28, 2018
Re:	IMA Insurance Continuation

It is recommended the Board of Trustees continue the Agreement of Services with IMA and to continue Property and Liability Insurance coverage thru IMA.

During fiscal year 2017-18, the Property and Liability premiums were \$101,002.80. IMA's proposed premium for 2018-19 is \$103,867.00, contingent upon changing Work Comp carriers from Hartford Insurance to KMIT.

This is a reoccurring budgeted expense item in the current fiscal year budget.



PREMIUM SUMMARY

ITEMS	2017-2018 ANNUAL PREMIUM	2018-2019 ANNUAL PREMIUM	
Property (including EDP) including SL Tax & Fees		Not to Exceed	
	\$ 19,083.00	\$ 20,276.00	
Crime	\$ 441.00	\$ 441.00	
General Liability/Professional/Abuse/Employee Benefits Liability/Law Enforcement Professional	\$ 6,260.00	\$ 6,781.00	
Educators Legal Liability	\$ 4,599.00	\$ 8,121.00	
Automobile	\$ 20,197.00	\$ 23,153.00	
Workers' Compensation	\$ 36,072.00	\$ 39,029.00	
Cyber Liability including SL Tax & Fees	\$ 6,285.80	\$ 4,876.00	
Excess Liability	\$ 2,065.00	\$ 2,719.00	
Risk Placement Fee	\$ 6,000.00	\$ 6,000.00	
TOTAL	\$ 101,002.80	\$ 111,396.00	
OPTIONS			
KMIT Worker's Compensation		\$ 31,112.00	
Zenith Worker's Compensation		\$ 30,153.00	

OTHER EXPIRATIONS

11/15/17-18 - AD&D for Vet Techs Students

PAYMENT PLAN:

- Property, Inland Marine, Cyber Liability Agency Bill, Pay in Full
- Hartford Workers' Compensation Agency Bill 25% down, 9 equal installments
- GL, Educator's Liability, Law Enforcement Liability and Excess Liability Agency Bill, 20% down, 8 equal installments
- KMIT Worker's Compensation Agency Bill Pay in Full
- Zenith Worker's Compensation Direct Bill 15% Down, 9 equal installments

Memo

То:	Board of Trustees
From:	Wendy Isle
Date:	June 28, 2018
Re:	Ellucian Annual Maintenance Agreement

It is recommended the Board of Trustees approve payment for the annual maintenance agreement and licensures for Ellucian in the amount of \$72,729.00.

Ellucian is the service provider for PowerCampus, PowerFaids, and Microsoft Dynamics GP, ICC's student and financial software database and processing systems.

This is a reoccurring budgeted expense item reflected in the 2018-19 fiscal year budget.

ellucian.

11-1000-1046-000

Invoice

Bill-To: Independence Community College nvoice No./ Date 90260516 06/02/2018 Brookside Drive and College Avenue Drder No. R31265 Independence KS 67301-0708 Customer 103212 1. USA USD³¹ Currency Payment Total due and payable by 08/01/20 8 Total Amount 10,998.00 ##0000031265 For Invoice Inquiries: Ellucian Customer Success Enablement Team Phone: (610)578-5750 Toll Free: (855)206-5589 Email: CSEnablement@ellucian.com **Invoice** Details Product ltem Description Amount 000390 Maintenance Evisions for PowerCAMPUS Analytics Term: From 08/01/2018 to 07/31/2019 Maintenance Evisions for PowerCAMPUS Enterprise Reporting 000490 Term: From 08/01/2018 to 07/31/2019 Subtotal: 10.998.00 Tax : 0.00 **Total Amount** USD 10,998.00 Please Remit To: **ACH Information:** Ellucian Company L.P. Bank of America 62578 Collections Center Drive 100 West 33rd Street New York NY 10001 CHICAGO IL 60693 ABA# 071000039 USA Beneficiary Name: Ellucian Company LP. Account # 81880-91099 Email: electronic-payment-info@ellucian.com 1 of 1 Ellucian Company L.P. 4 Country View Road Malvern PA 19355-1408, USA

~ ellucian.



Invoice

Bill-To: Independence Community College Brookside Drive and College Avenue Independence KS 67301-0708 USA

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Total due and payable by 08/01/20 8
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Ellucian Customer Success Enablement Team

##0000031265

12 x 17 4 17

		Phone: (610)578-5750 Toll Free: (855)206-5589 Email: CSEnablement@ellucian.com
Invoice Deta	ills	
ltem	Product	
	Description	Amoun
000040	Limited User CAL Concurrent User	
	Term: From 08/01/2018 to 07/31/2019	
000090	Maint Extended Human Resources and Payroll	
L	Term: From 08/01/2018 to 07/31/2019	
000140	Maint Customization Pack	
	Term: From 08/01/2018 to 07/31/2019	· · · · ·
000190	Portal Maintenance	
	Term: From 08/01/2018 to 07/31/2019	
000240	Ellucian Mobile Application Edition	
	Term: From 08/01/2018 to 07/31/2019	
000290	Microsoft Extended Pack Maintenance	
	Term: From 08/01/2018 to 07/31/2019	
Please Ren	nit To:	ACH Information:
Ellucian Co	mpany L.P.	Bank of America
	ctions Center Drive	100 West 33rd Street New York NY 10001
CHICAGO I	L 60693	ABA# 071000039
USA		Beneficiary Name: Ellucian Company L.P. Account # 81880-91099
		Email: electronic-payment-info@ellucianicom
	1 of 2	

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Doc. No./Date 90260515 / 06/02/2018 ł

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ltem	Product Description		1	Amount
000340	Maintenance PowerCAMPUS Student		<u>.</u>	`
- '2	Term: From 08/01/2018 to 07/31/2019			
000440	Maintenance College Board Net Partner Student Module Term: From 08/01/2018 to 07/31/2019			
00540	Microsoft Full User CAL Concurrent User Maintenance			
	Term: From 08/01/2018 to 07/31/2019			
000590	Maint Starter Pack	I		
	Term. From 08/01/2018 to 07/31/2019			
000640	Maintenance College Board PowerFAIDS Web Client Term: From 08/01/2018 to 07/31/2019		, , , ,	1
000690	Maintenance College Board PowerFAIDS Financial Aid System Term From 08/01/2018 to 07/31/2019			
	Subtotal:		· · ·	61,731.00 0.00
	Total Amount		USD	61,731.00
		ACH Information:		
	mpany L.P. ections Center Drive	Bank of America 100 West 33rd Street New Y ABA# 071000039		
USA	2 of 2	Beneficiary Name: Ellucian C Account # 81880-91099 Email: electronic-payment-in		